

City of Biddeford
City Council
November 20, 2018 6:00 PM Council Chambers

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Game of Chance Beano/Bingo - Applications**
 - 4.a. Game of Chance Application: AMVETS, Post 1
[11-20-2018 Game of Chance App - AMVETS.pdf](#)
- 5. Public Hearing**
 - 5.a. Dizzy Birds Rotisserie, LLC - Liquor License Application
[11-20-2018 Dizzy Birds Rotisserie Liquor License Application.pdf](#)
- 6. Liquor License Consideration**
 - 6.a. Dizzy Birds Rotisserie, LLC
[11-20-2018 Dizzy Birds Rotisserie Liquor License Application.pdf](#)
- 7. Consideration of Minutes:**
 - 7.a. November 8, 2018 Council Meeting Minutes
[11-08-2018 Council Meeting Minutes.docx](#)
- 8. Orders of the Day:**
 - 8.a. 2018.131) Approval/Purchase of Sewer Service Truck/Whitehead Peterbilt
[11-20-2018 Sewer Maintenance Truck Purchase-ORDER.docx](#)
[11-20-2018 Sewer Service Truck - BIDS.doc](#)
 - 8.b. 2018.117) REMOVE FROM TABLE: Authorization/Negotiate an Agreement for Property Line Relocation at 1 Bay Street, Biddeford Pool
[11-20-2018 1 Bay Street - Landscape Improvements-ORDER.docx](#)
[11-20-2018 1BayStreet - Lot Line Proposal-LETTER.docx](#)
[11-20-2018 1 BayStreet_Proposed Lot Change-MAP.pdf](#)
[11-20-2018 1 Bay Street - Asoera Plant Palette.pdf](#)
[11-20-2018 1 Bay Street - Asoera Planting Scheme.pdf](#)
 - 8.c. 2018.132) Consideration/Restructuring Grandfathered Status regarding Recycling Program
[11-20-2018 Recycling Contamination-Grandfathered Facilities - Order.docx](#)
[11-20-2018 Recycling Contamination Update.pdf](#)
 - 8.d. 2018.133) Authorization/Agreement with Broadreach Public Relations to Serve as On-Call Public Relations Consultant
[11-20-2018 On-Call Public Relations Consultant Services - ORDER.docx](#)
[11-20-2018 Council Briefing Memo On-Call PR Consultant.pdf](#)
[11-20-2018 Braadreach Public Relations Proposal.pdf](#)
 - 8.e. 2018.134) Approval/Management Agreement with York County Arena Association/Management of Ice Arena
[11-20-2018 Management Agreement for Ice Arena.doc](#)
[11-20-2018 Biddeford Ice Arena Management-AGREEMENT.docx](#)

- 8.f. 2018.135) Authorization/Purchase of Refrigeration System for Biddeford Ice Arena/Miller Refrigeration Company, Inc.
[11-20-2018 Ice Arena Refrigeration System ORDER.docx](#)
[11-20-2018 Ice Arena Refrigeration System-PROPOSAL.pdf](#)
- 8.g. 2018.136) Approval/Issuance of Revenue Obligation Securities/Biddeford Ice Arena Project
[11-20-2018 Biddeford Ice Arena Bonds - Bond Order Resolution.docx](#)
- 9. Appointments:**
 - 9.a. Carolyn Southwick...Biddeford Police Advisory Committee
[11-20-2018 Appt-Southwick-Police Advisory Comm.docx](#)
[11-20-2018 Appt App - Southwick - Police Advisory Comm.pdf](#)
- 10. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 11. City Manager Report**
- 12. Other Business**
- 13. Council President Addressing the Council**
- 14. Mayor Addressing the Council**
- 15. Adjourn**



FOR OFFICE USE ONLY

Check # _____

Amount \$ _____

Games of Chance License Application

MGCU - 5300

****The application and fees must be received at least ten business days before the Game of Chance may begin****

Cards: \$60/Calendar Month or \$700/Calendar Year

Video Poker: \$15/Week or \$60/Month

Cribbage: \$30 per Calendar Year or Portion Thereof

Super Cribbage Tournament Game: \$75.00/Per Tournament

Tournament Game (up to 100 players): \$75.00/Per Tournament; \$200.00/Month (Two Tournaments per Month); \$1,500/Year (Two Tournaments per Month)

Make check payable to Treasurer, State of Maine

**Return the completed and signed application to:
Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. For what game(s) are you licensing (please indicate number adjacent name):

Cards ___ Video Poker ___ Cribbage ☒ Super Cribbage Tournament ___ Tournament ___

Other ___ (If You Checked Other Indicate Name of Game and Attach the Rules for that Game)

2. Organization Name: Amvets Post 1
147 Alfred Street
Biddeford, ME 04005

Organization Number: 2205 Federal Tax ID # (EIN): 01-0342874

Business Address: Amvets Post 1
147 Alfred Street
Biddeford, ME 04005

Mailing Address: Amvets Post 1
147 Alfred Street
Biddeford, ME 04005 Phone: 282-9461

3. Current Officers:

FINANCE

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
<u>JAMES THIBODEAU</u>	<u>400 ALFRED ST.</u>	<u>BIDDEFORD 04005</u>	<u>590-0020</u>	<u>APR. 2019</u>

2nd VICE

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
<u>LIONEL LAMONTAGNE</u>	<u>23 FIELD CREST DR.</u>	<u>BIDDEFORD 04005</u>	<u>282-4466</u>	<u>APR. 2019</u>

ADD.

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
<u>JOSEPH FOSTER</u>	<u>439 MOUNTAIN RD.</u>	<u>ARUNDEL 04046</u>	<u>282-1099</u>	<u>APR. 2019</u>

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
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Amvets Post 1
147 Alfred Street
Biddeford, ME 04005

4. Location where Game of Chance is to be conducted:

BUILDING	ADDRESS	CITY/ZIP
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5. Person responsible for operation of Game of Chance:

NAME	DAYTIME PHONE & EVENING PHONE
<u>JAMES THIBODEAU</u>	<u>207-590-0020</u>

JAMES THIBODEAU
Amvets Post 1
147 Alfred Street
Biddeford, ME 04005

Name & Address where license will be sent: _____

E-Mail Address: Jimtibi1@yahoo.com

6. Circle the days of the week you expect to operate: Mon Tue Wed Thu Fri Sat Sun

7. What time do the doors open? 9:00 AM What time does the game start? 9:00 AM

8. Dates – Please specify weeks (Monday through Sunday) or full months.

<u>JAN 2019</u>	<u>MAY 2019</u>	<u>SEPT 2019</u>
<u>FEB 2019</u>	<u>JUN 2019</u>	<u>OCT 2019</u>
<u>MAR 2019</u>	<u>JUL 2019</u>	<u>NOV 2019</u>
<u>APR 2019</u>	<u>AUG 2019</u>	<u>DEC 2019</u>

9. Does the organization own all the equipment used in operating this amusement? Yes ☒ No ☐

If "NO", please explain the circumstances under which the equipment was acquired:

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?
Yes ☐ No ☒

If "YES" give the person's name, address, and date and place of conviction or date and location of pending charge:

11. If the applicant is a Fair Association, attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. Please write your organization name and number on the list.

12. **Tournament Game Only:** Specify the name(s) of the charitable organization(s) that the proceeds of the tournament will benefit.

13. The following consent must be completed by the municipal officers of the city or town where the Game of Chance will take place unless a separate "Blanket Letter of Approval" is filed with the Gambling Control Unit.

☐ Check here if you have previously filed a "Blanket Letter of Approval" with us, which is still valid

☒ Check here if you have attached a "Blanket Letter of Approval".

Municipal Consent to License

The undersigned being municipal officers of the City/Town of Biddeford hereby certify that we consent to the application for license by AMVETS POST 1 to operate Games of Chance in accordance with the provisions of 17 M.R.S.A. Chapter 62 and in accordance with the Rules and Regulations promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the operation of Games of Chance.

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

This approval is valid until: _____
(Date)

14. The applicant agrees to obey Federal, State of Maine laws, rules and regulations governing Games of Chance promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury. Age 18 or older: Yes ☒ No ☐

Signed: James R. Thibodeau

Print Name: JAMES R. THIBODEAU Title: FINANCE OFFICER

Date: 11-13-18

new business

pd \$160.00

10/22/18

\$10.00 application fee is applicable to all NEW businesses

\$60.00 advertising fee for new liquor license applications is an up-front charge

City of Biddeford

BUSINESS LICENSE APPLICATION

BUSINESS NAME: DIZZY BROS CONSSERIE L.L.C

Business Address: 59+65 MAIN ST Map _____ Lot _____

Mailing Address: 33 WEST ST. PORTLAND, ME 04102

Business Telephone Number: 408-7438

Email Address: TOM @ DIZZYBROSROUSSERIE.COM

OWNER/OPERATOR: THOMAS M PARCOCK

Home Physical Address: 33 WEST ST PORTLAND, ME 04102

Home Mailing Address: 33 WEST ST PORTLAND, ME 04102

Home Telephone Number: 408-7438

Applicant(s) Date of Birth: 12/18/1960

[Signature] 11/27/2018

Applicant's Signature

Date

Any information provided in this application, which is found to be false, will result in the denial or revocation of this license – per 1 M.R.S.A. 17-A §453.

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

- ☐ Concert
- ☐ Exhibitions (live performances)
- ☐ Circus/Carnival

☐ Playhouse/Play

- ☐ Indoor Skating Rink
- ☐ Bowling Lanes
- ☐ Theater/Movie House
(plus \$25.00 per screen)
- ☐ Billiard Room(s)

\$150.00 (annual)

- ☐ Public Firing Range
- ☐ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ☐ Automobile Repair Garage for maintenance
- ☐ Automobile Graveyard

\$75.00

\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

- ☐ Secondhand Dealers
- ☐ Dealers in gold jewelry, etc.
- ☐ Antique Dealer

- ☐ Flea Market (for 20 tables; \$5 per add'l table)
- ☐ Junk Dealer/Recycling

\$10.00 application fee is applicable to all NEW businesses
\$60.00 advertising fee for new liquor license applications is an up-front charge

PAWNBROKER: \$200.00

VENDOR ON A PUBLIC PLACE: \$50.00

ICE CREAM TRUCK VENDOR \$75.00

(need to show proof of at least \$500,000 liability insurance)

VENDING ON WATERWAYS \$100.00

OPERATING LICENSE:

- ☐ Victualer (no alcohol)-State Cert. Required \$75.00
- ☐ Victualer serving beer and/or wine-State Cert. Required \$100.00 ✎
- ☐ Victualer serving beer, wine and/or liquor \$150.00
- ☐ Taxicab, motorbus, public automobile \$50.00
State Cert. Required
(plus \$20.00 per vehicle)
- ☐ Massage Establishment/Therapist \$100.00
- ☐ Combined Massage Establishment/Massage Therapist \$150.00
- ☐ Adult Business \$2,000.00
- ☐ Sludge Disposal \$50.00

MISCELLANEOUS:

- ☐ Advertising (for liquor licenses) \$60.00 ✎
- ☐ Newspaper Vending Machines (per machine) \$10.00
- ☐ Video Game Devices (up to a max of \$50.00) \$10.00 (each machine)

New Business License Application Disclosure: By submitting, signing and paying the applicable \$10.00 application fee (and \$60.00 advertising, when applicable), the issuance of business license in the City of Biddeford is not guaranteed. You will be required to pay the full business license fee(s) once departmental reviews have been completed and an Occupancy Permit has been issued by the Code Enforcement Office.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL:
(Occupancy Permit Issued)

David J. Smith Life Safety Ins. Co.

CITY CLERK ISSUED: _____ **DATE:** _____

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
10 WATER STREET, HALLOWELL, ME 04347
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

PRESENT LICENSE EXPIRES _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: 11/19/2018 - ESTIMATED

Requested inspection date: 11/15/2018 Business hours: 8 AM - 8 PM

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☐ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| ☒ RESTAURANT (Class I,II,III,IV) | ☐ RESTAURANT/LOUNGE (Class XI) | ☐ CLASS A LOUNGE (Class X) |
| ☐ HOTEL (Class I,II,III,IV) | ☐ HOTEL, FOOD OPTIONAL (Class I-A) | ☐ BED & BREAKFAST (Class V) |
| ☐ CLUB w/o Catering (Class V) | ☐ CLUB with CATERING (Class I) | ☐ GOLF COURSE (Class I,II,III,IV) |
| ☐ TAVERN (Class IV) | ☐ QUALIFIED CATERING | ☐ OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>DIZZY BROS ROTISSERIE LLC</u>		Business Name (D/B/A) <u>DIZZY BROS ROTISSERIE</u>	
APPLICANT(S) - (Sole Proprietor) DOB:		Physical Location: <u>65 MAIN ST</u>	
DOB:		City/Town <u>Beverford</u>	State <u>ME</u>
Address		Zip Code <u>04102</u>	
City/Town <u>Beverford</u>		State <u>ME</u>	Zip Code <u>04102</u>
Telephone Number		Business Telephone Number	
Fax Number		Fax Number	
Federal I.D. # <u>83-1667342</u>		Seller Certificate #: or Sales Tax #: <u>1193852</u>	
Email Address: Please Print <u>TOM@DIZZYBROSROTISSERIE.COM</u>		Website: <u>WWW.DIZZYBROSROTISSERIE.COM</u>	

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.
(Use an additional sheet(s) if necessary.)

License #

Name of Business

65 MAIN ST BLOOMSBORO, ME 04005

Physical Location

City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

6. If manager is to be employed, give name: THOMAS PORCOCK

7. Business records are located at: 65 MAIN ST BLOOMSBORO

8. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
THOMAS PORCOCK	12/18/1960	WALTHAM, MA
CAMERON PORCOCK	01/19/1993	LOWELL, MA
KEVIN MORAN		NANTUCKET, MA
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
THOMAS PORCOCK	CAMERON PORCOCK	KEVIN MORAN
2016-2018 - PORTLAND ME	2016-2018 2018 - PORTLAND ME	2018 - PORTLAND ME
2016 1989-2016 - WESTBORO, MA	2018 - PORTLAND ME	PRIOR - NASHUA, NH
	2016-2018 LOWELL, MA	
	1993-2016 WESTBORO, MA	

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☐

Name: THOMAS PORCOCK

Date of Conviction: 1983, 1986

Offense: DUI 1983, 1986

Location: GILFORD, NH, FRAMINGHAM, MA

Disposition: 30+ YEARS SOBER (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

13. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒

14. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____

MEDLEY PROPERTIES 63 FEDERAL ST PORTLAND, ME 04101

15. Describe in detail the premises to be licensed: (On Premise Diagram Required)

2500 FT SQ RESTAURANT w/ 1000 FT SQ DINING ROOM + 49 SEATS

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☐ NO ☐ Applied for: 10/13/2018

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.2 MILES

Which of the above is nearest? ANCHOR BAPTIST CHURCH

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

10

If YES, give details:

ASSORTED INVESTORS (MINORITY, DO NOT PARTICIPATE IN OPERATIONS)

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at:

BIDDEFORD, ME 04005

on

10/22

Date

, 20 18

Town/City, State

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)..... \$ 10.00

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the **Treasurer, State of Maine.**

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213. §1 (AMD).]

12

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][2003, c. 213, §1 (AMD) .]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW) .]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW) .]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD) .]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD) .]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD) .]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD) .]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW) .]
[2009, c. 81, §§1-3 (AMD) .]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP) .]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD) .]
[1995, c. 140, §6 (AMD) .]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP) .]

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347 (overnight)
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov



ON PREMISE DIAGRAM

(Facility Drawing/ Floor Plan)

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas with the following: • **Entrances** • **Office area** • **Kitchen** • **Storage Areas** • **Dining Rooms** • **Lounges** • **Function Rooms** • **Restrooms** • **Decks** • **All Inside and Outside areas that you are requesting approval.**

PLEASE SEE ATTACHED / ENCLOSED

65 MAIN ST. MAIN ST.

59 MAIN ST

EXIT

EXIT

PARKING

DINING

GUEST
ORDERING +
PICK-UP

RESTROOMS

EXHIBITION
KITCHEN + SERVICE

WALK-IN
REFRIGERATION

OFFICE IN
BASEMENT

PRODUCTION
KITCHEN +
STORAGE

EXIT

5.1 ENLARGED ADA BATHROOM - TYPICAL

RENO & CONSTRUCTION

PARKING



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: Dizzy Birds Ronssorie LLC
2. Doing Business As, if any: Dizzy Birds Ronssorie
3. Date of filing with Secretary of State: 8/13/2018 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
THOMAS PORCOCK	33 WEST ST PORTLAND, ME 04102	12/8/60	OWNER/ G.M.	51%
	33 CONCORD ROAD WESTFORD, MA 01886	1989- 2016		

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☒ No ☐

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: THOMAS PONCOCK

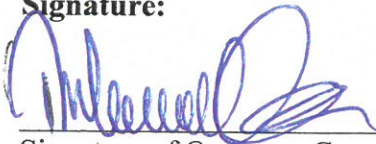
Date of Conviction: ~~2A~~ 1983, 1986

Offense: DUI

Location of Conviction: GILFORD, NH, FRAMINGHAM, MA

Disposition: 30+ YEARS SOBER

Signature:



Signature of Owner or Corporate Officer

10/22/2018

Date

THOMAS M PONCOCK

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

new business

pd \$160.00

10/22/18

\$10.00 application fee is applicable to all NEW businesses

\$60.00 advertising fee for new liquor license applications is an up-front charge

City of Biddeford

BUSINESS LICENSE APPLICATION

BUSINESS NAME: DIZZY BROS CONSSERIE L.L.C

Business Address: 59+65 MAIN ST Map _____ Lot _____

Mailing Address: 33 WEST ST. PORTLAND, ME 04102

Business Telephone Number: 408-7438

Email Address: TOM @ DIZZYBROSROUSSERIE.COM

OWNER/OPERATOR: THOMAS M PATCOCK

Home Physical Address: 33 WEST ST PORTLAND, ME 04102

Home Mailing Address: 33 WEST ST PORTLAND, ME 04102

Home Telephone Number: 408-7438

Applicant(s) Date of Birth: 12/18/1960

[Signature] 11/27/2018

Applicant's Signature

Date

Any information provided in this application, which is found to be false, will result in the denial or revocation of this license – per 1 M.R.S.A. 17-A §453.

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

- | | |
|--|---|
| ☐ Concert | ☐ Playhouse/Play |
| ☐ Exhibitions (live performances) | |
| ☐ Circus/Carnival | |

☐ Indoor Skating Rink

\$150.00 (annual)

☐ Bowling Lanes

☐ Public Firing Range

☐ Theater/Movie House

☐ Bottle Club

(plus \$25.00 per screen)

☐ Billiard Room(s)

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

☐ Automobile Repair Garage for maintenance

\$75.00

☐ Automobile Graveyard

\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

☐ Secondhand Dealers

☐ Flea Market (for 20 tables; \$5 per add'l table)

☐ Dealers in gold jewelry, etc.

☐ Junk Dealer/Recycling

☐ Antique Dealer

\$10.00 application fee is applicable to all NEW businesses
\$60.00 advertising fee for new liquor license applications is an up-front charge

PAWNBROKER: \$200.00

VENDOR ON A PUBLIC PLACE: \$50.00

ICE CREAM TRUCK VENDOR \$75.00

(need to show proof of at least \$500,000 liability insurance)

VENDING ON WATERWAYS \$100.00

OPERATING LICENSE:

- ☐ Victualer (no alcohol)-State Cert. Required \$75.00
- ☐ Victualer serving beer and/or wine-State Cert. Required \$100.00 ✎
- ☐ Victualer serving beer, wine and/or liquor \$150.00
- ☐ Taxicab, motorbus, public automobile \$50.00
State Cert. Required
(plus \$20.00 per vehicle)
- ☐ Massage Establishment/Therapist \$100.00
- ☐ Combined Massage Establishment/Massage Therapist \$150.00
- ☐ Adult Business \$2,000.00
- ☐ Sludge Disposal \$50.00

MISCELLANEOUS:

- ☐ Advertising (for liquor licenses) \$60.00 ✎
- ☐ Newspaper Vending Machines (per machine) \$10.00
- ☐ Video Game Devices (up to a max of \$50.00) \$10.00 (each machine)

New Business License Application Disclosure: By submitting, signing and paying the applicable \$10.00 application fee (and \$60.00 advertising, when applicable), the issuance of business license in the City of Biddeford is not guaranteed. You will be required to pay the full business license fee(s) once departmental reviews have been completed and an Occupancy Permit has been issued by the Code Enforcement Office.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL:
(Occupancy Permit Issued)

David J. Smith Life Safety Ins.

CITY CLERK ISSUED: _____ **DATE:** _____

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
10 WATER STREET, HALLOWELL, ME 04347
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

PRESENT LICENSE EXPIRES _____

NEW application: ☒ Yes ☐ No

If business is NEW or under new ownership, indicate starting date: 11/19/2018 - ESTIMATED

Requested inspection date: 11/15/2018 Business hours: 8 AM - 8 PM

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☐ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| ☒ RESTAURANT (Class I,II,III,IV) | ☐ RESTAURANT/LOUNGE (Class XI) | ☐ CLASS A LOUNGE (Class X) |
| ☐ HOTEL (Class I,II,III,IV) | ☐ HOTEL, FOOD OPTIONAL (Class I-A) | ☐ BED & BREAKFAST (Class V) |
| ☐ CLUB w/o Catering (Class V) | ☐ CLUB with CATERING (Class I) | ☐ GOLF COURSE (Class I,II,III,IV) |
| ☐ TAVERN (Class IV) | ☐ QUALIFIED CATERING | ☐ OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>DIZZY BROS ROTISSERIE LLC</u>		Business Name (D/B/A) <u>DIZZY BROS ROTISSERIE</u>	
APPLICANT(S) - (Sole Proprietor) DOB:		Physical Location: <u>65 MAIN ST</u>	
DOB:		City/Town <u>Bertrand</u>	State <u>ME</u>
Address		Zip Code <u>04102</u>	
City/Town <u>Bertrand</u>		State <u>ME</u>	Zip Code <u>04102</u>
Telephone Number		Business Telephone Number	
Fax Number		Fax Number	
Federal I.D. # <u>83-1667342</u>		Seller Certificate #: or Sales Tax #: <u>1193852</u>	
Email Address: Please Print <u>TOM@DIZZYBROSROTISSERIE.COM</u>		Website: <u>WWW.DIZZYBROSROTISSERIE.COM</u>	

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.
(Use an additional sheet(s) if necessary.)

License # _____ Name of Business _____

65 MAIN ST BLOOMSBORO, ME 04005

Physical Location

City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

6. If manager is to be employed, give name: THOMAS PORCOCK

7. Business records are located at: 65 MAIN ST BLOOMSBORO

8. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐

9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers.

Full Name (Please Print)	DOB	Place of Birth
THOMAS PORCOCK	12/18/1960	WALTHAM, MA
CAMERON PORCOCK	01/19/1993	LOWELL, MA
KEVIN MORAN		NANTUCKET, MA
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
THOMAS PORCOCK	CAMERON PORCOCK	KEVIN MORAN
2016-2018 - PORTLAND ME	2016-2018 2018 - PORTLAND ME	2018 - PORTLAND ME
2016 1989-2016 - WESTFORD, MA	2018 - PORTLAND ME	PRIOR - NASHUA, NH
	2016-2018 LOWELL, MA	
	1993-2016 WESTFORD, MA	

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☐

Name: THOMAS PORCOCK

Date of Conviction: 1983, 1986

Offense: DUI 1983, 1986

Location: GILFORD, NH, FRAMINGHAM, MA

Disposition: 30+ YEARS SOBER (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

13. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒

14. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____

MEDLEY PROPERTIES 63 FEDERAL ST PORTLAND, ME 04101

15. Describe in detail the premises to be licensed: (On Premise Diagram Required)

2500 FT SQ RESTAURANT w/ 1000 FT SQ DINING ROOM + 49 SEATS

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☐ NO ☐ Applied for: 10/13/2018

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 0.2 MILES

Which of the above is nearest? ANCHOR BAPTIST CHURCH

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

21

If YES, give details:

ASSORTED INVESTORS (MINORITY, DO NOT PARTICIPATE IN OPERATIONS)

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at:

BIDDEFORD, ME 04005

on

10/22

Date

, 20 18

Town/City, State

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)..... \$ 10.00

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the **Treasurer, State of Maine.**

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213 §1 (AMD).]

23

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][2003, c. 213, §1 (AMD) .]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW) .]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW) .]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD) .]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD) .]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD) .]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD) .]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW) .]
[2009, c. 81, §§1-3 (AMD) .]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP) .]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD) .]
[1995, c. 140, §6 (AMD) .]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP) .]

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347 (overnight)
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov



ON PREMISE DIAGRAM
(Facility Drawing/ Floor Plan)

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas with the following: • **Entrances** • **Office area** • **Kitchen** • **Storage Areas** • **Dining Rooms** • **Lounges** • **Function Rooms** • **Restrooms** • **Decks** • **All Inside and Outside areas that you are requesting approval.**

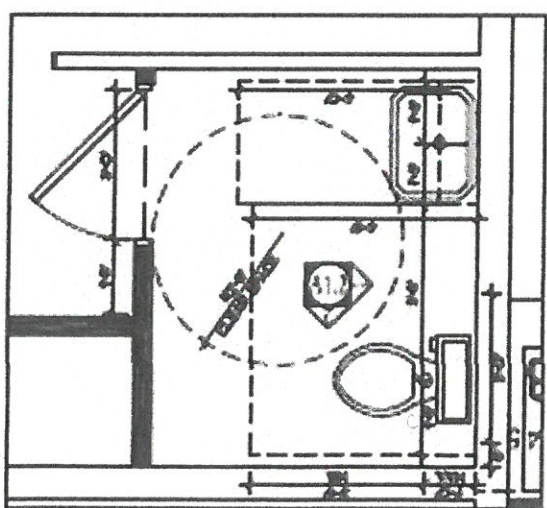
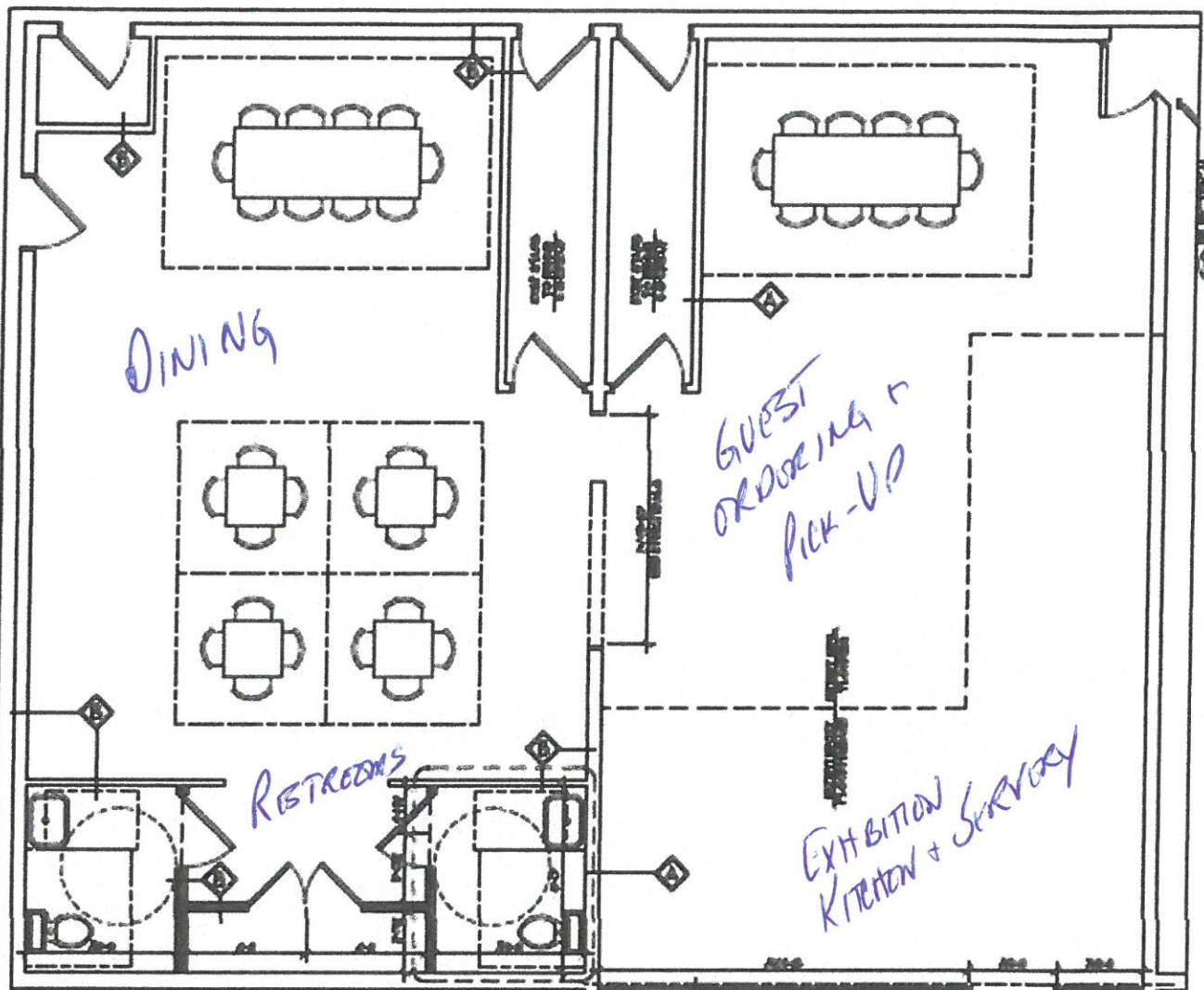
PLEASE SEE ATTACHED / ENCLOSED

65 MAIN ST. MAIN ST.

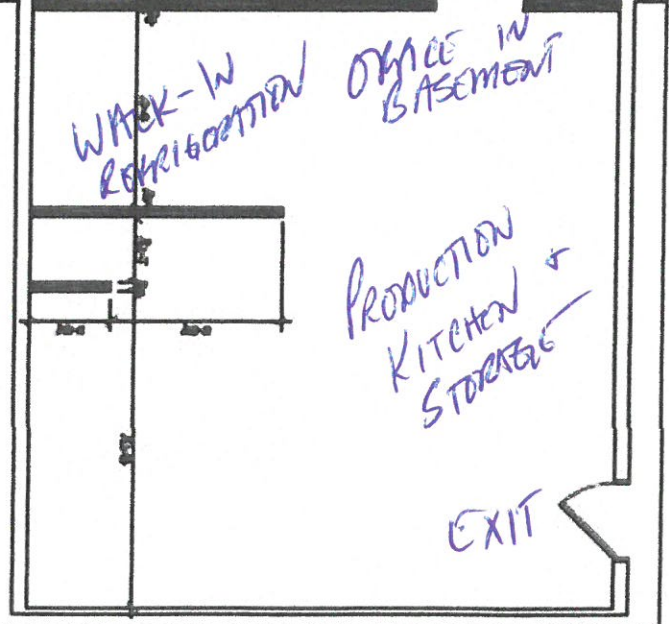
59 MAIN ST

EXIT
PARKING

EXIT



5.1 ENLARGED ADA BATHROOM - TYPICAL



PARKING

RENO & CONSTRUCTION



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: DIZZY BIRDS ROTISSERIE LLC
2. Doing Business As, if any: DIZZY BIRDS ROTISSERIE
3. Date of filing with Secretary of State: 8/13/2018 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
THOMAS PORCOCK	33 WEST ST PORTLAND, ME 04102	12/8/60	OWNER/ G.M.	51%
	33 CONCORD ROAD WESTFORD, MA 01886	1989- 2016		

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☒ No ☐

8. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: THOMAS PONCOCK

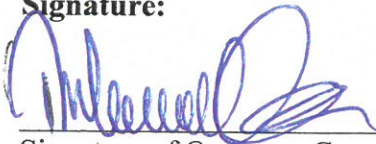
Date of Conviction: ~~2A~~ 1983, 1986

Offense: DUI

Location of Conviction: GILFORD, NH, BIRMINGHAM, MA

Disposition: 30+ YEARS SOBER

Signature:



Signature of Owner or Corporate Officer

10/22/2018

Date

THOMAS M PONCOCK

Print Name of Owner or Corporate Officer

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

**COUNCIL MEETING
NOVEMBER 8, 2018**

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

Roll Call: Michael Swanton, John McCurry, Jr., Stephen St. Cyr, Robert Quattrone, Jr., Amy Clearwater, Michael Ready, Laura Seaver, Marc Lessard (arrived at 6:05 p.m.)

Norman Belanger was excused.

The Council, and all who were present, recited the Pledge of Allegiance.

Adjustments to the Agenda:

- Add Order 2018.129) Approval/Year 5 – 2017 Consolidated Annual Performance and Evaluation Report (CAPER)
- Add Order 2018.130) Authorization/Enactment of Moratorium on Medical Marijuana Caregiver, Retail Stores, Testing Facilities and Manufacturing/Growing Facilities

Beano/Bingo Application: **St. Louis Alumni Association**

Motion by Councilor Ready, seconded by Councilor McCurry to recommend the issuance of the Beano/Bingo License to St. Louis Alumni Association.

Vote: Unanimous.

Proclamation: **Small Business Saturday**

Mayor Casavant read the Proclamation and declared Saturday, November 24, 2018 as Small Business Saturday in Biddeford.

Presentation: **FY20 Capital Improvement Projects**

A Council Workshop has been scheduled for Tuesday, November 13th for a formal presentation of the FY20 Capital Improvement Projects. The FY20 CIP binders were distributed to the Council.

Consideration of Minutes: **October 16, 2018**

Motion by Councilor Ready, seconded by Councilor Swanton to accept the minutes as printed.

Vote: Unanimous.

Second Reading:

{For a copy of the ordinance amendment and first reading, see the Council Meeting minutes of October 16, 2018}

2018.123) Amendment/Land Development Regulations/Art. V-Establishment of Zones, Table B-Dimensional Requirements/Utility Setbacks in Industrial Zone

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

Vote: Unanimous.

Orders of the Day:

2018.126

IN BOARD OF CITY COUNCIL...NOVEMBER 8, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the waiver of all building, electrical and plumbing permits fees for the Center of Technology House Building Project.

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

Vote: Unanimous.

2018.127

IN BOARD OF CITY COUNCIL...NOVEMBER 8, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby set a date, time and location for a **Community Meeting** to be scheduled to have public discussion of the City's Parking Management Plan.

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

Motion by Councilor McCurry, seconded by Councilor Clearwater to schedule a Public/Community Meeting on Monday, November 19, 2018 at 6:00pm at the Little Theater at Biddeford High School.
Vote: Unanimous.

2018.128 IN BOARD OF CITY COUNCIL..NOVEMBER 8, 2018

BE IT ORDERED, that the City Council does hereby approve the following budget amendments:

➤ General Fund

- o Decrease revenue 24113-40316 – Parking Fines Revenue by \$28,469
- o Decrease Expense 21146-60105 – FT Employee Wages by \$27,648
- o Decrease Expense 21179-60201 – FICA taxes by \$ 2,115
- o Decrease Expense 21179-60217 – RHS by \$ 520
- o Decrease Expense 21179-60211 – Health Insurance by \$10,483
- o Decrease Expense 21179-60202 – MEPEERS by \$ 2,765
- o Decrease Expense 21162-60507 – Parking Lot Signs by \$ 1,375
- o Decrease Expense 21162-60462 – Lot Painting by \$ 3,080
- o Decrease Expense 21162-60105 – Labor/Mowing/Sweeping by \$ 3,410
- o Decrease Expense 21162-60111 – Labor/Winter Maint./OT by \$15,100
- o Decrease Expense 21162-60313 – Contract Svcs (Snow) \$ 2,500

Revenue Total: -\$28,469
Expense Total: -\$68,996

➤ Parking Fund

- o Increase revenue 31235-40316 – Parking Fines Revenue by \$28,470
- o Increase revenue 31235-TBD – Permit Revenue by \$49,380
- o Increase revenue 31235-40639 – Parking Lot Rentals \$38,400
- o Increase Expense 31235-60105 – FT Employee Wages by \$43,105
- o Increase Expense 31235-60201 – FICA taxes by \$ 3,300
- o Increase Expense 31235-60217 – RHS by \$ 520
- o Increase Expense 31235-60211 – Health Insurance by \$10,485
- o Increase Expense 31235-60202 – MEPEERS by \$ 2,765
- o Increase Expense 31235-60310 - Contract Svcs (Snow) \$ 2,500
- o Increase Expense 31235-60454 – Ground Improvement by \$28,465
- o Increase Expense 31235-TBD – Sinking Fund \$ 5,800

- Total Increase in revenue \$116,250
- Total Increase in expense \$ 96,940

This amendment is to move the parking enforcement officer to the Parking Fund starting November 1, 2018 and budgeting for one part-time enforcement officer. The movement of the Parking Fines starting November 1 to the Parking Fund. The Lofts current rental amount for the parking lot has been posted to the Parking Fund. The anticipated revenue now appears as a budget item. The new accounts for Permit Revenue (long-term and hourly) are created in accordance with recent order 2018.97 - Adoption of Fees for Municipal Parking Lots.

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

2018.129 IN BOARD OF CITY COUNCIL..NOVEMBER 8, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve and recommend the submittal of the Year 5 – 2017 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development.

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

Motion by Councilor McCurry, seconded by Councilor Seaver to allow Councilor Ready to abstain from voting due to his active role with one of the agencies who receives CDBG funds.
Vote: Unanimous.

Vote on Order: Unanimous.

MORATORIUM ORDINANCE ON MEDICAL MARIJUANA CAREGIVER RETAIL STORES, TESTING FACILITIES, AND MANUFACTURING/GROWING FACILITIES

WHEREAS, the Maine Medical Use of Marijuana Act (the "Act"), codified in the Maine Revised Statutes in Title 22, Chapter 558-C, authorizes registered caregivers to possess, cultivate, and transfer medical marijuana to qualifying patients, as those terms are defined by 22 M.R.S. §2422; and

WHEREAS, on July 9, 2018 the Maine Legislature enacted as emergency legislation PL 2017, c. 447 (LD 239), An Act to Amend the Maine Medical Marijuana Law, which expressly recognizes municipal home rule authority to regulate registered caregiver operations; and

WHEREAS, on July 9, 2018, the Maine Legislature also enacted PL 2017, c. 452 (LD 1539), An Act to Amend Maine's Medical Marijuana Law ("LD 1539"); and

WHEREAS, LD 1539 includes express authorization for registered caregivers to 1) operate retail stores for the sale of harvested medical marijuana to qualifying patients, 2) conduct marijuana testing for research and development purposes, and 3) manufacture/grow marijuana products and marijuana concentrates for distribution to patients; and

WHEREAS, the unregulated location and operation of medical marijuana retail stores, testing facilities, and manufacturing/growing facilities within the City of Biddeford (the "City") raises legitimate and substantial questions about the impact of such activities on the City, including questions as to compatibility with existing land uses and developments in the City; the sufficiency of municipal infrastructure to accommodate such activity; and the possibility of unlawful sale of medical marijuana and medical marijuana products; and

WHEREAS, as a result of the foregoing issues, the location and operation of medical marijuana retail stores, testing facilities, and manufacturing/growing facilities within the City have potentially serious implications for the health, safety and welfare of the City and its residents; and

WHEREAS, existing ordinances are insufficient to prevent serious public harm that could result from the unregulated development of medical marijuana retail stores, testing facilities, and manufacturing/growing facilities; and

WHEREAS, the City needs time to understand the impact of the amendments to the Act on the City's existing rules and ordinances regarding, among other things, zoning, land use, and fire and life safety requirements; and

WHEREAS, in the judgment of the Biddeford City Council, the foregoing findings and conclusions constitute an emergency within the meaning of 30-A M.R.S. §4356 requiring immediate legislative action; and

WHEREAS, a temporary prohibition on medical marijuana retail stores, testing facilities, and manufacturing/growing facilities is therefore appropriate in order to determine what regulations, if any, are necessary within the City as a result of the amendments to the Act:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Biddeford, that the following emergency moratorium on medical marijuana caregiver retail stores, testing facilities, and manufacturing/growing facilities be, and hereby is, enacted, and, this Moratorium Ordinance shall take effect, once enacted by the City Council, in accordance with the provisions of the City Charter and Code of Ordinances (the "implementation date"). The moratorium shall remain in effect for one hundred and eighty (180) days from the date of the implementation of this Ordinance, unless extended, repealed, or modified by the City Council, for the express purpose of drafting an amendment or amendments to the City's current Code of Ordinances to protect the public from health and safety risks including, but not limited to, compatibility of medical marijuana caregiver retail stores, testing facilities, and manufacturing/growing facilities with existing and permitted uses in residential, commercial and industrial zoning districts; the correlation of medical marijuana caregiver retail stores, testing facilities, and manufacturing/growing facilities are defined as follows:

Marijuana extraction means the process of extracting marijuana concentrate from harvested marijuana using water, lipids, gases, solvents or other chemicals or chemical processes.

Manufacturing/growing means the production, drying, blending, infusing, compounding or other preparation of marijuana and marijuana products, including the preparation of food, drink, or similar products from marijuana or marijuana products. Manufacturing includes, but is not limited to, marijuana extraction or preparation by means of chemical synthesis.

Medical marijuana manufacturing/growing facility means a facility used for cultivating, processing, and/or storing medical marijuana by one or more medical marijuana caregiver(s) at a location that is not the medical marijuana caregiver's primary year-round residence or his or her patient's primary year-round residence.

Medical marijuana retail store means an establishment having the attributes of a typical retail establishment, such as, but not limited to, signage, regular business hours, accessibility to the public, regular sales to more than five individual qualifying patients in any one week, and sales directly to the consumer of the product. This includes, but is not limited to, an establishment meeting the definition of a retail establishment in Part III (Land Development Regulations), Article II (Definitions) that is used by a registered caregiver to offer harvested medical marijuana or marijuana products for sale to qualifying patients.

Medical marijuana testing facility means an establishment that tests marijuana produced by a registered caregiver. Medical marijuana testing facility does not include a single registered caregiver who solely tests the marijuana legally grown by that care giver for distribution to that caregiver's own patients.

BE IT FURTHER ORDAINED, that notwithstanding the provisions of 1 M.R.S. § 302 or any other law to the contrary, this Ordinance, when enacted, shall govern any proposed medical marijuana caregiver retail stores, testing facilities, and manufacturing/growing facilities for which an application for a building permit, Certificate of Occupancy, site plan or any other required approval has not been submitted to and granted final approval by the Code Enforcement Officer, Planning Board or other City official or board prior to the implementation date of this Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate medical marijuana caregiver retail stores, testing facilities, and manufacturing/growing facilities within the City on or after the implementation date of this Ordinance without complying with whatever ordinance amendment or amendments the City Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that during the time this Moratorium Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the City shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit or any other type of land use approval or permit and/or any other permits or licenses related to medical marijuana caregiver retail stores, testing facilities, and manufacturing/growing facilities; and

BE IT FURTHER ORDAINED, that those provisions of the City's current Code of Ordinances that are inconsistent or conflicting with the provisions of this Ordinance, are hereby repealed to the extent that they are applicable for the duration of the moratorium hereby ordained, and as it may be extended as permitted by law, but not otherwise; and

BE IT FURTHER ORDAINED, that if medical marijuana caregiver retail stores, testing facilities, and manufacturing/growing facilities are established in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance, and the City shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations; and

BE IT FURTHER ORDAINED, that should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

BE IT FURTHER ORDERED, that this moratorium is hereby enacted as an emergency, pursuant to Article III, Section 8 of the City of Biddeford City charter, to make it effective November 5, 2018 in order to protect the public safety and welfare of the City of Biddeford.

Motion by Councilor Ready, seconded by Councilor McCurry to grant the first reading of the moratorium.

Vote: 7/1; Councilor Quattrone opposed.

Councilors Swanton, McCurry, St. Cyr, Clearwater, Ready, Seaver and Lessard in favor.

Motion carries.

Motion by Councilor McCurry, seconded by Councilor Lessard to suspend the rules to waive the second reading and allow for passage of the moratorium as an emergency.

Vote: 7/1; Councilor Quattrone opposed.

Councilors Swanton, McCurry, St. Cyr, Clearwater, Ready, Seaver and Lessard in favor.

Motion carries.

Motion by Councilor McCurry, seconded by Councilor Lessard to pass the order as an emergency moratorium, “to protect the public safety and welfare of the City of Biddeford.”

Vote: 7/1; Councilor Quattrone opposed.

Councilors Swanton, McCurry, St. Cyr, Clearwater, Ready, Seaver and Lessard in favor.

Motion carries.

Appointments:

IN BOARD OF CITY COUNCIL...NOVEMBER 8, 2018

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

**Amy Clearwater
136 Alfred Street**

to the Tri City Transit, (replacing Victoria Foley), for a term to expire in December 2019.

Motion by Councilor Ready, seconded by Councilor Quattrone to confirm the appointment.

Vote: Unanimous.

IN BOARD OF CITY COUNCIL...NOVEMBER 8, 2018

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

**Amy Clearwater
136 Alfred Street**

to the *Downtown Committee* as the Downtown Development Commission representative.

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

Vote: Unanimous.

IN BOARD OF CITY COUNCIL...NOVEMBER 8, 2018

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

**Leonhard Brenner
36 Old Pool Road
Ward 1**

to the *Downtown Development Commission*, for a term to expire in December 2021.

Motion by Councilor McCurry, seconded by Councilor Clearwater to confirm the appointment.

Vote: Unanimous.

IN BOARD OF CITY COUNCIL...NOVEMBER 8, 2018

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

Don Furman
20 Elizabeth Road
Voting Member

Sean Tarpey
110 Cleaves Street
Alternate Member

to the Saco River Corridor Commission for a term to expire in December 2021.

Motion by Councilor Clearwater, seconded by Councilor McCurry to confirm the appointment of Don Furman to the Saco River Corridor Commission.

Vote: Unanimous.

Motion by Councilor Ready, seconded by Councilor Swanton to confirm the appointment of Sean Tarpey to the Saco River Corridor Commission.

Vote: Unanimous.

Public Addressing the Council...(5 minute limit per speaker;30 minute total time limit)

Many downtown business owners and others addressed their concerns about the newly enacted downtown parking management plan.

Motion by Councilor Seaver, seconded by Councilor Quattrone to suspend the rules and extend the 30 minute total time limit.

Vote: Unanimous.

City Manager Report:

City Manager, James Bennett updated the Council on a recent Volkswagen settlement.

Other Business:

Councilor McCurry: explained that the City Council sets the Rules of the Council and the Mayor enforces them. The rules are set to keep decorum. He noted that the following meetings are scheduled for discussions on the parking management plan:

- **Downtown Committee** meeting next Thursday, November 15th at 5:30pm in the Council Chambers
- **Public Meeting** Monday, November 19th at 6:00pm at the Little Theater at Biddeford High School. This meeting should be set up for the Council to have back and forth discussion with the public.

He went on to say that while he is not in favor of a parking garage, he is in favor of the kiosks and paid parking in the City-owned parking lots. He further explained that the maintenance of the lots has always been on the backs of the taxpayers – some of whom do not even use the parking lots. To him, it seems only fair that those who do use the parking lots should be responsible for paying for the maintenance.

He is not happy with the recent change by Spectrum, having to switch to a new cable box and having to deal with changes in channels and service. With the amount of franchise fees that the City pays, he feels these changes are troublesome.

Councilor Lessard – assured those who spoke during *Public Addressing the Council* that the Council does hear them and take their comments very seriously. He noted that the Council tries to make the best decisions for the whole City and hopefully for the betterment of the majority of citizens.

He would like the City to do something about getting another exit on the Maine Turnpike. He feels that traffic is consistently getting heavier and will only get worse. He suggested talking with our State Representatives to see what they can do to get this under consideration.

He would like Recycling Facility to be open 7-days a week from Memorial Day to Thanksgiving, which he feels would be worth the additional costs to provide that service to our citizens.

Councilor Clearwater – also assured those who spoke that she is listening and hearing their comments and would like to continue speaking with anyone who would like to communicate their concerns. She did offer assurances that the Council is working very hard and does care deeply about the downtown businesses and their challenges.

Councilor Swanton – announced that Spectrum moved the free cable access channel to Channel 13. He noted that City meetings can also be accessed and streamed on the City’s website – www.biddefordmaine.org.

Council President Addressing the Council: Councilor McCurry thanked all who came out tonight and voiced their concerns. He is looking forward to a more in-depth discussion on November 19th.

He thanked all the voters who came out and voted on Tuesday; as well as to the Staff who did a great job putting on and working the election.

He noted that there was a great turnout at the meeting last week regarding the intersection of Water/Main/Hill Streets. The hope is to get the timing of the project moved up.

Finally, he asked the Council, all who were present, to observe a moment of silence for Councilor Belanger’s Mother-in-Law and former City Councilor Ronald Peaker, both of whom recently passed away.

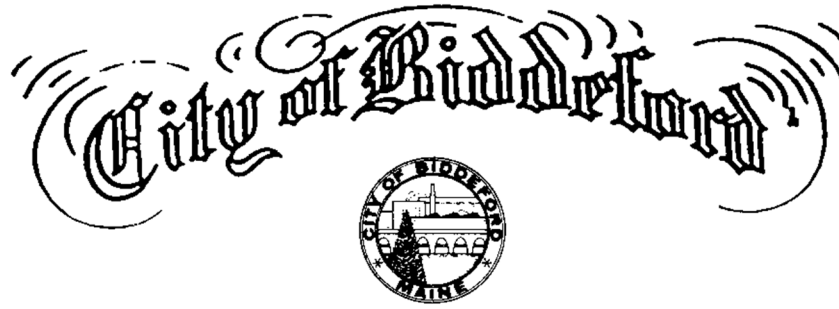
Mayor Addressing the Council – Mayor Casavant explained that the Council is trying to work to find a balance in dealing with parking issues for business owners, downtown business workers, downtown business patrons and folks who live in the downtown. The average age in Biddeford has changed drastically, with it now being 35 years old; meaning the assumption we are an aging community is no longer the case. How the City approaches budgets, parking issues and everything else we do, now has to change and be adjusted. He admitted that the City may have fallen short on communication with the parking management plan, but the public hasn’t been totally involved and addressing their concerns to the Council. He looks forward to a more open discussion and hearing more feedback from the public at the November 19th Public Meeting.

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

Vote: Unanimous.

Time: 7:25 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



2018.131

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

BE IT ORDERED, that the City Manager be authorized to purchase a 2020 Perterbilt truck as per bid of November 9, 2018 (the "Equipment") from Whitehead Perterbilt (the "Vendor") and may pay the Vendor an amount not to exceed \$177,500.00 (before discounts valued at \$55,000.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$177,500.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$177,500.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on November 20, 2018 and vote to recommend it to the City Council for approval. The purchase of this item is included in the FY19 CIP budget.

Bid Opening for a Heavy Duty Service Truck

Present:	Carl Marcotte	Public Works	Pat Murphy	N.E. Kenworth
	Kara Cote	Public Works	Jay Lamprecht	Daigle & Houghton
	Rob Cyr	Peterbilt	Brian Hallowell	Freightliner

Bids were opened at the Public Works Department on November 9, 2018 at 11:00 am to replace a 2003 Kentworth with 14,000 hours in the Wastewater Division. Staff is recommending the bid that meets specification with an early delivery time, with trade from Whitehead Peterbilt for the amount of \$122,500.00. This service truck was approved in the FY 19 Wastewater budget line 35104-60603 as a lease with a down payment of \$32,000.00.

Freightliner

2020 Freightliner M2106	\$166,226.00
Trade-in	\$25,000.00
Total Cost:	\$141,226.00

Daigle & Houghton

2019 International MV607	\$171,860.00
Trade-in	\$17,000.00
Total Cost:	\$154,860.00

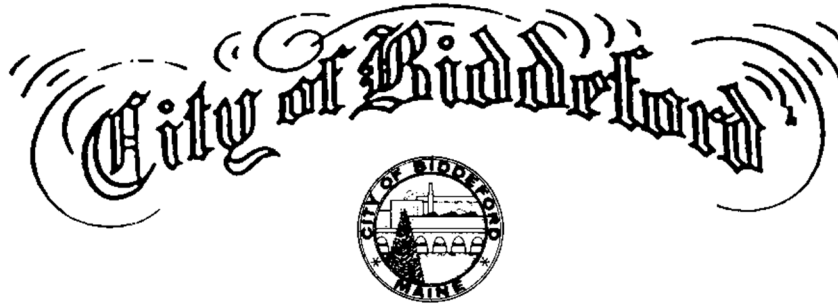
2020 Western Star 4700	\$183,857.00
Trade-in	\$17,000.00
Total Cost:	\$166,857.00

New England Kenworth

2020 Kentworth	\$170,425.00
Trade-in	\$22,500.00
Total Cost:	\$147,925.00

Whitehead Peterbilt

2020 Peterbilt	\$171,429.00	Meets specification Delivery September 2019
Trade-in	\$51,000.00	
Total Cost:	\$120,429.00	
2020 Peterbilt	\$169,500.00	Alternate bid (items missing)
Trade-in	\$55,000.00	
Total Cost:	\$114,500.00	
2020 Peterbilt	\$177,500.00	Alternate bid that meets specs Delivery April 2019
Trade-in	\$55,000.00	
Total Cost:	\$122,500.00	



2018.117

IN BOARD OF CITY COUNCIL..OCTOBER 2, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into negotiation and execute an agreement with Hans and Anne Asoera, or their designated representative, owners of the property located at 1 Bay Street (GIS 60-48), to facilitate landscape improvements at said property and the public right-of-way to the beach substantially in the form presented in the letter from Jessica Kimball of Terrence J. DeWan & Associates dated August 2, 2018. The final terms of the agreement shall be beneficial to the City of Biddeford in consultation with the City Attorney.

BE IT FURTHER ORDERED, that any cost associated with the negotiated agreement shall be the responsibility of the property owner except as otherwise required by law.

NOTE: This authorization is limited to the establishment of an agreement between the parties. This Order does not guarantee or otherwise convey or imply permit approval for the proposed improvements. All permitting shall be administratively processed under the independent jurisdiction of the applicable agency, board, commission, or committee.

October 2, 2018

Motion by Councilor Swanton, seconded by Councilor Quattrone to grant the order.

Motion by Councilor McCurry, seconded by Councilor Seaver to table the order until it can be determined what the value of the property in question is; as well as clarification of the current condition of the property.

Vote: Unanimous.



Terrence J. DeWan & Associates
Landscape Architects & Planners

August 2, 2018

TO: Alan Casavant, Biddeford Mayor
FROM: Jessica Kimball, Landscape Architect

RE: Property Line Relocation Request at 1 Bay Street, Biddeford Pool

Dear Mr. Mayor,

Thank you for considering the proposal to relocate the property line at 1 Bay Street to allow for landscape improvements and continued private maintenance of the property. I represent the property owners, Hans and Anne Asoera, as the landscape architect managing design and permitting for the proposed landscape improvements. The origin of this proposal came about through my conversations with Jeff Demers, the Biddeford Public Works Director. Our intention is to ensure that all proposed landscape improvements are properly permitted and in the best interest for both the City and the Asoera family.

The memo below describes the existing conditions, the proposed landscape improvements, and the details of the proposed lot line relocation. Please refer to the attached drawings as visual reference (the Survey and Preliminary Landscape Sketch Plan).

Existing conditions: The existing lot line for 1 Bay Street is located approximately 11.8 to 14.5 feet from the edge of pavement on Bay Street. Between the edge of pavement and the property line, there is approximately 2,040 square feet of land owned by the City. This land has historically been maintained by the private property owners. The Asoeras have maintained the property for the past five years, and the land was maintained by previous owner in the same manner.

The landscape components on this City property include: lawn, plantings, cobble borders, a portion of the driveway, and a curved retaining wall near the beach access way made of stacked cobbles supporting an elevated garden. There is also an electrical distribution pole with a supporting guy pole located near 7th Street and a guy wire supporting an off-site electrical pole near the beach access.

Proposal: The property owners, Hans and Anne Asoera, have recently renovated their home at 1 Bay Street and would like to improve the landscape. The proposed improvements will not increase the existing impervious surface area on the property. The proposed landscape improvements include:

- The construction of a new stone retaining wall (approximately 2 feet in height) tied into the existing stacked cobble retaining wall. The existing cobble retaining wall would be improved to better retain the elevated planting bed and will match the new stone wall.
- The construction of the retaining wall is dependent on re-grading the area between the proposed retaining wall and the Bay Street roadway. The new grading will reduce the existing slope of the lawn adjacent to Bay Street in the southwest portion of the property.

- New planting beds will be installed throughout the property, including the area between the house and the Bay Street roadway.
- The gravel driveway (accessible from 7th Street) will be upgraded with pavers and a small stepping stone patio will connect the driveway with the front porch.

Relocated Property Line: A sketch of the proposed property line relocation is represented as a red dashed line on the attached drawing sheets. The proposed property line is offset by approximately 11.5 feet from the southwest corner of the existing property line. The property line then follows a 3-foot setback from the existing roadway pavement to meet the southeast lot corner near 7th Street. As shown, the size of the area to be transferred to private property is approximately 1,610 square feet (0.04 acres).

As proposed, the private property would encompass the existing cobble retaining wall adjacent to the public beach access. The public beach access would remain on City property. The expanded lot area would provide the property owners with the land to construct and maintain the proposed landscape improvements while leaving the electrical and guy poles (at the intersection of Bay Street and 7th Street) on City property. All hardscape, with the exception of the driveway connecting to 7th Street will be located on private property. The property owners will continue to maintain the landscape to the edge of pavement, as has been done historically.

There is no proposal to alter the property line along 7th Street. The owners will be making improvements to the existing driveway between the lot line and the 7th Street roadway, but will be doing so with the permission of the City instead of a proposed change in the lot line.

The exact location of the amended lot line is an initial proposal. The City may wish to amend this proposed property line to better suit the needs of the City.

Benefits: We believe the proposed lot line relocation is an opportunity to improve the existing landscape conditions while maintaining public access to the beach. This proposal is the best interest of both the owners of 1 Bay Street and the City of Biddeford for the following reasons:

- The public access way to the beach will continue to be on public property and remain open. The conditions will be improved by the landscape improvements around the stacked cobble retaining wall and the regrading of the area near the beach access. We will work with the City to ensure all proposed improvements enhance the public access way.
- The proposed landscape improvements will strengthen the divide between private and public property and improve way-finding to the public beach. In the past, those looking for access to the beach have ended up on the lawn at 1 Bay Street, unsure of the correct beach access point. The addition of the retaining wall will serve as an improvement.
- The proposed improvements will reduce erosion and improve conditions in the southwest corner of the property near the beach access way. The conditions will be improved by the regrading and construction of a retaining wall, as well as the installation of plant species with root systems capable of reducing erosion.
- This property will continue to be maintained by the private property owners, taking the burden of maintenance away from the City.

- The construction and maintenance of the improved landscape will be professionally managed. The property owners have hired a licensed landscape architect and experienced landscape contractor to design and complete this work. A professional gardener familiar with the neighborhood will continue to maintain the property to ensure the quality of the landscape is maintained over time.



Existing conditions at public beach access. Stacked cobble retaining wall to be improved and area to be regraded to reduce soil erosion. Public beach access to be remain on City property.



Existing grade of property next to Bay Street roadway. Area to be regraded to be level with roadway surface and held back with retaining wall. This will assist in reducing erosion at beach access way.

NOTE: Photo taken May 2018 during house renovation. Lawn has been replanted since photo.

Thank you for your consideration of this proposal. If you would like to discuss the proposed relocation of the property line or have further questions beyond what is described above, please feel free to call or email at your convenience.

Sincerely,

Jessica Kimball
Maine Registered Landscape Architect
Terrence J. DeWan & Associates
207.846.0757
kimball@tjda.net

August 2, 2018
Drawing by Jessica Kimball
Terrence J. DeWan & Associates

Terrence J. DeWan & Associates



PLAN REFERENCES :

POINT COTTAGE LOTS", DATED JANUARY, 1882, BY W. S.
ED AT YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK

BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY MADE FOR
ALIER", DATED NOVEMBER 14, 2006, BY DOW & COULOMBE, INC.

LOCUS DEED REFERENCE :

ARTHUR EASTWOOD, JR. AND PAULA J. EASTWOOD
TO
HANS ASOERA AND ANNE K. ASOERA
JUNE 6, 2014 BOOK 16832, PAGE 813

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

1. TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS SURVEY CONFORMS TO STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS; CHAPTER 90, ADOPTED APRIL, 2001.
EXCEPTIONS: A PROPOSED LEGAL DESCRIPTION WAS NOT PREPARED.
A SURVEYOR'S REPORT WAS NOT PREPARED.
2. AREA EQUALS 11,450 SQUARE FEET OR 0.262 ACRE.
3. THE STREET LINES ARE PER PLAN REFERENCE #1.
4. INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
5. LOT NUMBERS (20) REFER TO PLAN REFERENCE #1.
6. ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929.
7. THE LOCUS WAS CONVEYED "SUBJECT TO WHATEVER RIGHTS THEY MAY EXIST IN OTHER LOT OWNERS ON SAID SOUTH POINT PLAN TO USE THE "PROMENADE"."
8. THE FRONTAL DUNE – BACK DUNE BOUNDARY AND EROSION HAZARD AREA WERE PLOTTED FROM "COASTAL SAND DUNE GEOLOGY", DATED 2011, PUBLISHED BY THE MAINE GEOLOGICAL SURVEY.
9. ACCORDING TO THE CITY OF BIDEFORD ZONING MAP, THE SUBJECT PARCEL IS LOCATED WITHIN THE COASTAL RESIDENTIAL (CR) ZONE AND IS ALSO LOCATED ENTIRELY WITHIN THE LIMITED RESIDENTIAL (LR) OVERLAY DISTRICT.
10. REFERENCE IS MADE TO CERTIFICATE OF VARIANCE APPROVAL RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS IN BOOK 8337, PAGE 340.
11. THE 8.2' CONTOUR (NGVD 1929) IS APPROXIMATELY EQUAL TO THE 7.5' CONTOUR (NAVD 1988).

No.	Revision	Date
1.	PLOT & P' CONTIGUS AND TOST OFFSET, REVISE LOT AREA COVERAGE NOTES.	07-12-2017



PLAN SHOWING A BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY MADE FOR
THOMAS ASOERA AND
ANNE K. ASOERA
 (MAILING ADDRESS : 8 GILES DRIVE, ESSEX JUNCTION, VT 05452)
 PARCEL LOCATED AT 1 BAY STREET, BIDDEFORD POOL
BIDDEFORD MAINE



Dow & Coulombe, Inc.
Land Surveyors & Land Planners Since 1864

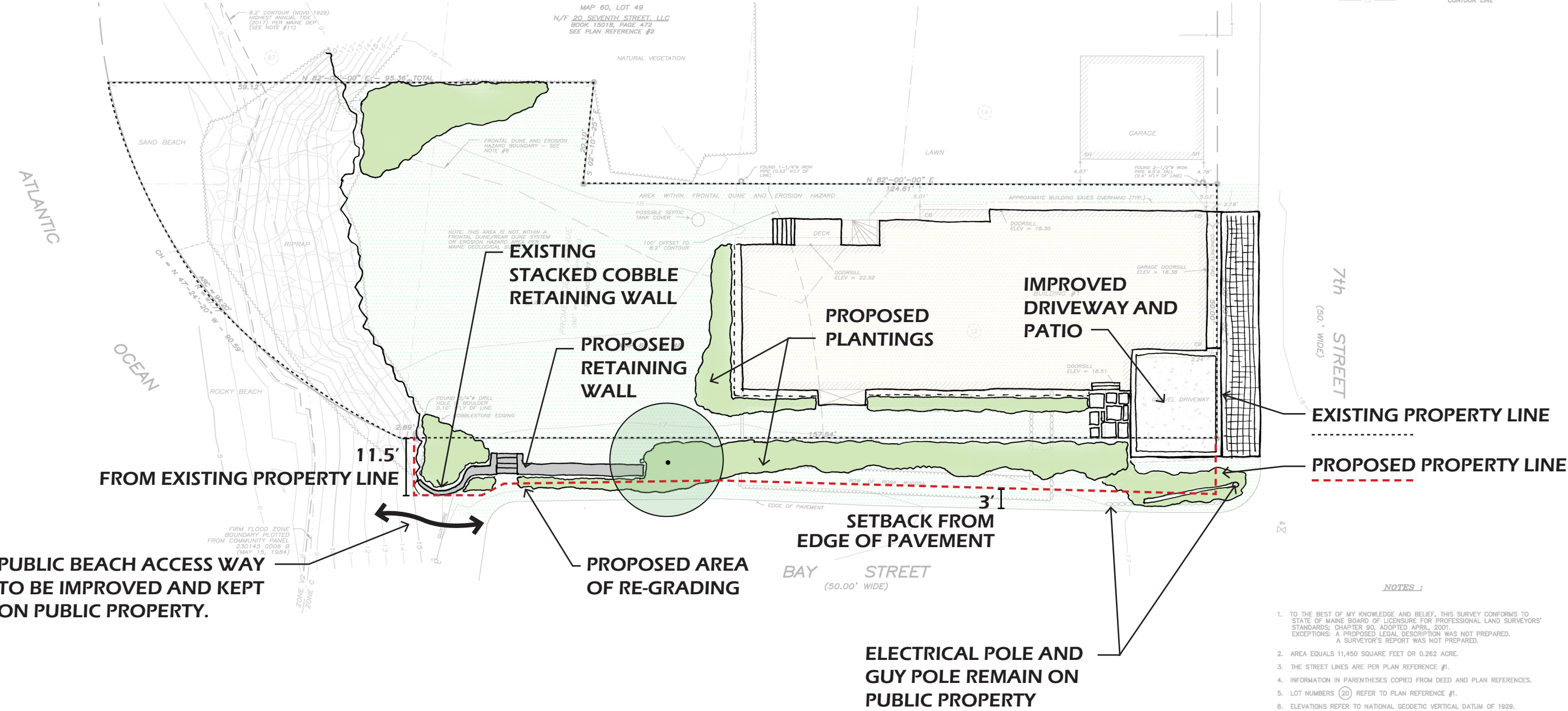
13 Park Street, Saco, Maine 04073
Telephone: (207)284-4521 Fax: (207)284-4522
info@dowcoulombe.com • www.dowcoulombe.com

Date:	
JANUARY 26, 2016	
H. Scale:	Drawn by:
1" = 10'	MJC
Chk'd by:	Appv'd by:
PDD	MJC
SHEET 1 OF 1	

ZONE-18
DWGS2016/ASOERA18r1

1 BAY STREET PREIMINARY LANDSCAPE SKETCH PLAN WITH PROPOSED IMPROVEMENTS AND PROPERTY LINE RELOCATION

August 2, 2018
Drawing by Jessica Kimball
Terrence J. DeWan & Associates



LOT AREA COVERAGE NOTES :

- TOTAL AREA OF PARCEL EQUALS 11,450 SQUARE FEET.
- AREA OF PARCEL TO THE 8.2' CONTOUR EQUALS 10,617± SQUARE FEET.
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NON-VEGETATED AND DEVELOPED AREAS (IN SQUARE FEET AND PERCENTAGE OF PARCEL AREA):

	WITHIN FRONTAL/BACK DUNE	WITHIN PARCEL TO 8.2' CONTOUR
BUILDING, STEPS, LANDINGS AND EAVES OVERHANG	253± S.F. (12.3%)	3,337± S.F. (31.4%)
GRAVEL DRIVEWAY	N/A	304± S.F. (2.9%)
RIPRAP, SAND AND ROCKY BEACH	249± S.F. (12.1%)	1,460± S.F. (13.7%)
CONCRETE PAD	N/A	18± S.F. (0.2%)
LAWN/GARDEN	1,471± S.F. (71.7%)	N/A
TOTAL	1,973± S.F. (98.1%)	5,119± S.F. (48.2%)

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LOCUS DEED REFERENCE :

ARTHUR EASTWOOD, JR. AND PAULA J. EASTWOOD
TO
HANS ASOERA AND ANNE K. ASOERA
JUNE 6, 2014 BOOK 16832, PAGE 813

LEGEND :

- SET IRON ROD WITH CAP
- ⊕ HYDRANT
- UTILITY POLE
- ⊙ FOUND IRON ROD WITH CAP #1201 (UNLESS OTHERWISE NOTED)
- φ DIAMETER
- N/F NOW OR FORMERLY
- CB CORNERBOARD
- SH BOTTOM OF SHINGLE
- OU — OVERHEAD UTILITY LINES
- COBBLSTONE EDGING
- 15 — CONTOUR LINE

NOTES :

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GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

Date: 07-12-2017

No.	Revision	Date
1.		

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Date: JANUARY 26, 2016
H. Scale: 1" = 10' MJC
Chk'd by: Appv'd by: PDD MJC
SHEET 1 OF 1

ZONE-18
DWGS2016/ASOERA18r1

TREES

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



KOUSA DOGWOOD



JAPANESE MAPLE

SHRUBS

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



BEACH PLUM (SPRING)



CLETHRA



BEACH PLUM (SUMMER)



NORTHERN BAYBERRY

SHRUBS



ENDLESS SUMMER HYDRANGEA



OAK-LEAF HYDRANGEA

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



HIGH BUSH BLUEBERRY

SUN PERENNIALS

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



YARROW



SEDUM



NEPETA

SUN PERENNIALS

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



VERONICASTRUM VIRGINICUM



LADY'S MANTLE



SHASTA DAISY



RUSSIAN SAGE

SHADE PERENNIALS

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



SOLOMON SEAL



ASTILBE



BLEEDING HEART



RODGERSIA



HOSTA

PERENNIALS AT STONE WALL

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



PHLOX SUBULATA



SNOW IN SUMMER



BLUE FESCUE



SEDGE

PERENNIALS AT STONE WALL

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



IRIS



LILLY OF THE VALLEY



COREOPOSIS



LIATRIS SPICATA

GRASSES

ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL



CALAMAGROSTIS (KARL FORERSTER)



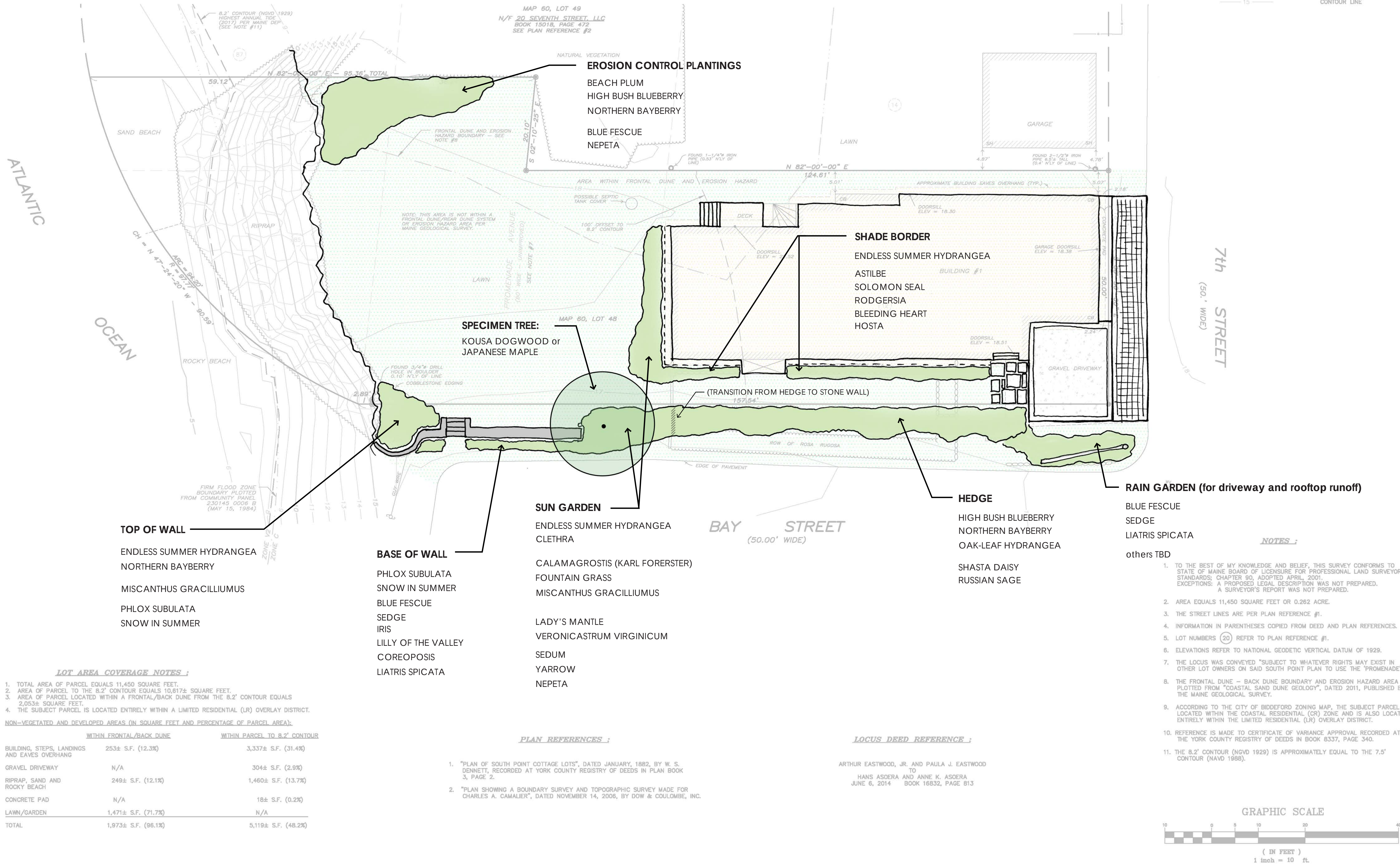
MISCANTHUS GRACILLIUMUS



FOUNTAIN GRASS

PLANTING SCHEME
ASOERA RESIDENCE - 1 BAY STREET BIDDEFORD POOL
June 14, 2018

Configuration shows stone wall and planting on current City of Biddeford Property.
If property line remains unchanged between the Bay Street Roadway and the Asoera property,
landscape features will shift north away from Bay Street.



LOT AREA COVERAGE NOTES :

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TO
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JUNE 6, 2014 BOOK 16832, PAGE 813

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Date
JANUARY 26, 2016

Revision
H. Scale: Drawn by:
1" = 10' MJC
Chk'd by: App'd by:
PDD MJC

No.
1

SHEET 1 OF 1

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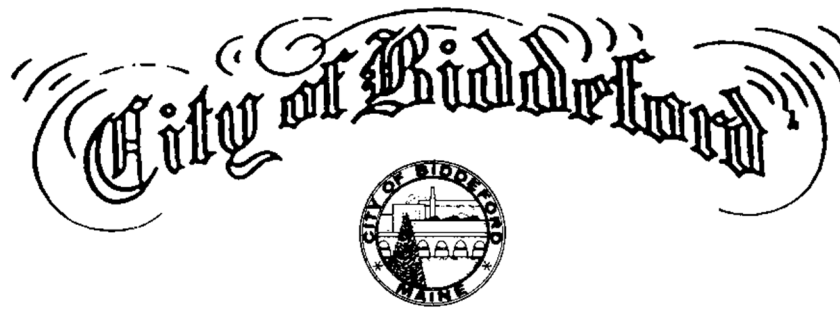
BIDDEFORD MAINE

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150 years

ZONE-18
DWGS2016/ASOERA18r1



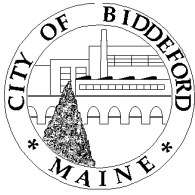
2018.132

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

BE IT ORDERED, that the City Manager prepare amendments to Chapter 58-Solid Waste, by creating multifamily housing recycling program standard, amending the definition of “grandfathered facility” to include a performance-based demonstration of compliance with the multifamily housing recycling program standards, and developing an enforcement protocol applicable to all multifamily housing units of three or more to include loss of curbside solid waste services.

BE IT FURTHER ORDERED, that a draft of the amendments be presented to the Solid Waste Commission in December and that the Solid Waste Commission prepare recommendations for consideration by the Policy Committee no later than January 2, 2019, through the use of special meetings if necessary, for the regular Policy Committee Meeting on January 7, 2019.

BE IT FURTHER ORDERED, that the Policy Committee prepare recommendations for consideration by the City Council no later than January 30, 2019 in preparation for the regular City Council Meeting on February 5, 2019.



City of Biddeford, Maine

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

November 13, 2018: Update - Curbside Recycling Contamination

This is the second update to keep the City Council informed about Public Works' response to the international issue of recycling contamination. As previously reported at the Council Workshop on October 9, China banned 24 types of solid waste including various plastics and unsorted mixed paper, and set tough standards for contamination levels under the country's "National Sword" policy. This decision has had a direct impact on international recycling markets.

The Public Works staff has been actively engaged in a number of efforts to get ahead of this issue in consultation with Casella. This communication includes updated findings based on the results of the education and monitoring efforts conducted to date.

Findings to Date.

Continued monitoring of containers throughout the city continues to confirm initial observations that multi-family dwellings appeared to have greater levels of contamination than the single-family residential properties.

A specific mailing was sent to all grandfathered facility¹ owners, currently approximately 54, identifying the issue. The letter also requested assistance in reducing contamination and invited the owners to a meeting to discuss the matter further. The meeting was held on November 2. Approximately 11 individuals attended with 3 others acknowledging the meeting but noting the inability to attend. The code enforcement officer followed up with each of the 3 facility owners that could not attend.

Overall, the meeting was well received with attendees offering best practice suggestions for the benefit of the other owners.

Over the week of November 12, DPW conducted a follow-up audit of the grandfathered facilities to evaluate the contamination rate. The evaluation will be completed on Friday, November 16. The findings will be reported at the November 20th meeting.

Options to Consider

Whereas the audits conducted to date continue to indicate that the greatest amount of contamination appears to be coming from multi-family dwelling units, the following options remain applicable.

- 1) **Enforcement.** Continue with educational efforts until a date certain, and then implement an enforcement initiative. The first violation would result in a written warning. The second offense would be loss of the recycling container with no opportunity for reinstatement. Such a program would be labor-intensive

¹ Sec. 58-1 Definition on Grandfathered Facility. Any property that would otherwise generate commercial garbage, rubbish, or waste and both; 1) currently receives curbside trash collection services from the City, and 2) the owner of the property has not changed, as of July 1, 2002. The following condominium locations also shall be grandfathered facilities: 1) 318 Alfred Street; 2) 100 Hills Beach Road; 3) 9 Lester B. Orcutt Boulevard; 4) 55 West Street; and 5) 91-93 Western Avenue.

requiring personnel to scan and check each container, flagging the violations, and tracking each over an extended time period.

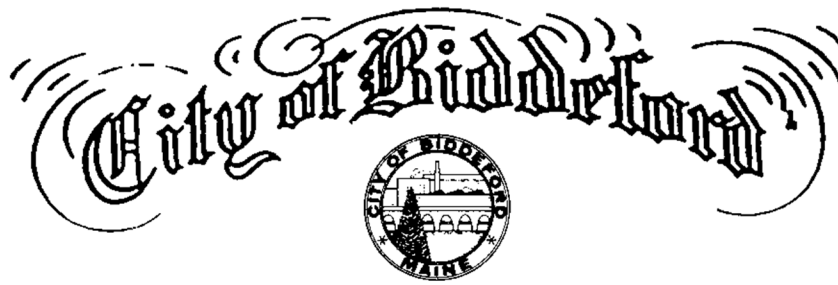
- a) **Equipment costs entail the purchase of a hand-held scanner to efficiently read and record recycling container RFID numbers that are found to be contaminated.** The container numbers are keyed to a specific address. Labor costs include the time needed to assign an employee(s) to inspect recycling containers ahead of the curbside recycling vehicle and the time involved in recording, tracking, and issuing notices to violators. The cost is estimated to be approximately \$27,300 (scanner/software \$6,500, labor \$20,800)
- 2) **Pay surcharge.** If the education and enforcement activity are not successful, it is likely the City will be faced with a contamination fee.
 - a) Grandfathered Six-unit and Greater Dwellings.
 - i) Eliminate grandfathered status – avoids potential surcharge but penalizes compliant facilities; requires continued oversight and monitoring.
 - ii) Eliminate grandfathered status with the ability to re-instate status upon demonstration that recycling program is effective and monitored – rewards compliant facilities while reducing the need for city monitoring and enforcement.
 - iii) Facilities may still bring recycling to the transfer station.
- 3) **Potential Surcharge for all Multi-family Units of Three or Greater.**
 - a) Eliminate Collection for all Multi-family Dwelling of Three Units or Greater. Multi-family dwellings are essentially commercial enterprises. Addressing contamination at these facilities places the impact of unsuccessful education and/or enforcement activity on taxpayers. This can be shifted to the property owner and tenants by eliminating collection - MSW and recycling - at these facilities. This approach penalizes compliant facilities for the actions of non-compliant facilities, reduces solid waste fees and any potential recycling surcharges as well as the added cost of monitoring and enforcement. Users may still bring recyclables to the transfer station.
 - b) Eliminating the collection of recycling only. Avoids any potential recycling surcharge but does not reduce the recycling fee since the recycling program is not based on the number of users. Eliminates the added cost of monitoring and enforcement. Users may still bring recyclables to the transfer station.
 - c) Eliminating all MSW collection at these facilities may result in a savings to the taxpayers of approximately \$100,500/year.
- 4) **Ban Plastic Bags.** One of the most identifiable contaminants in the recycling waste stream is plastic bags. These bags are reportedly responsible for a significant amount of contamination and adverse processing issues; mainly clogging conveyors and pulleys and causing fires as the bags heat up due to the clogs.
 - a) **A no-cost recommendation is to enact a ban on plastic bags.** If enacted, Biddeford would join York, Freeport, Kennebunk, Brunswick, Topsham, Cape Elizabeth, Bath, Rockland, and Saco. Portland and South Portland adopted fees for single-use plastic bags but such a fee does not prevent the disposal of such bags, which in Biddeford's case is a major contributor to contamination of the recycling stream.
 - b) **Another option would be to increase education concerning where to recycle plastic bags in an attempt to encourage compliance.** Most major retail establishments that offer plastic bags also accept returned bags for recycling. Educating users to return the bags rather than disposing of them will be a challenge.

Activities that have occurred to date.

The following actions/activities have been completed in response to the initial notification of the recycling contamination issue.

- Meeting with city manager, chief operating officer, public works director and Casella Staff on July, 17, 2018 at city hall.
- Educational meeting with Casella on July 24, 2018 at the Solid Waste Management Commission meeting to discuss planning steps.
- Public works and code enforcement staff took three trips to Westbrook to evaluate the issue first-hand to acquire an understanding of the level of recycling contamination. The estimated contamination level was estimated at approximately 45%.
- In an attempt to learn from other communities and launch an effective education campaign, staff spoke with City of Auburn representatives and Casella about ways other communities are attempting to address the contamination issue. The identified goal is reducing contamination to approximately 5%. Auburn indicated they were at about their 5th week of education in one zone of their city. They reported a 10% reducing in contamination levels from about 45 +/- percent prior to educational flyers to approximately 35 +/- percent.
- Total spent as of October 9 on educational efforts: \$2,860
 - o Labor for tagging every recycling container with educational flyers and 5 trips to Westbrook for 2 employees to monitor the success of educational efforts = \$2,260.00
 - o Printing of 10,000 flyers = \$375.00
 - o Printing of 9,000 orange stickers = \$225.00
 - o Internal costs for monitoring continue to accrue
- Running educational video on the public access channel since mid.
- Published the educational flyer in the City's weekly *Beat* several times.
- Published the educational flyer on the city's web site.
- Included educational flyer in the take home package to parents on the opening day of school for all K-4 students.
- Handed out educational flyer at the hazardous waste day event held at the public works department.
- Direct mailing to all facilities with grandfathered status.
- Meeting with property owners with grandfathered status, November 2, 2018.
- Audit of facilities with grandfathered status, week of November 12, 2018

The current recycling target is a contamination rate of 8% or less. The latest contamination assessment indicates a stable contamination level of approximately 20%.



2018.133 **IN BOARD OF CITY COUNCIL....NOVEMBER 20, 2018**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to negotiate and enter into an agreement with Broadreach Public Relations for on-call public relations services under terms determined to be in the best interest of the City as follows:

1. Onboarding/Media Analysis..... \$4,000 (one-time cost)
2. On-Call Retainer..... \$3,000 (annual, prorated)
3. Communications Plan Review/Recommendations..... \$3,000 (one-time cost)
4. Measurement & Reporting @ \$450/month

Item 4 shall not apply until after Broadreach completes a review of the City's communications plan and recommendations are implemented.



City of Biddeford

Chief Operating Officer/Technology Dept/IPP
P.O. Box 586 • 205 Main Street
Biddeford, ME 04005
Phone: (207) 571-0032 • Fax: (207) 571-0656

Briefing Memo

TO: Honorable Mayor Alan Casavant
Honorable City Council

CC: James Bennett, City Manager
Cheryl Fournier, Finance Director

FROM: Brian S. Phinney, COO/Technology/IPP

DATE: November 13, 2018

RE: Authorization/Agreement with Broadreach Public Relations to Serve as On-call PR Consultant

The City released an RFQ soliciting competitive proposals for on-call public relations support. The City received one proposal from Broadreach Public Relations (Broadreach) and interviewed the firm.

Based on the interview and the attached proposal, staff recommends authorizing the City Manager to enter into an agreement with Broadreach through June 30, 2019 to coincide with the current fiscal year, with evaluation and approval of FY2020 on or before June 30, 2019.

The scope of services shall involve four (4) components:

1. Broadreach will perform an initial onboarding/media analysis designed to familiarize Broadreach with city operations assets, personnel, communication needs, expectations, and gaps. This will provide Broadreach with the necessary background needed to respond to on-call requests in an efficient and timely manner. This analysis will involve a one-time fee of \$4,000.
2. 24/7 on-call services shall be charged at a blended rate of \$150/hour for general media relations work and \$250/hour for crisis communication work. A retainer of \$3,000 prorated for the current fiscal year used to draw against at the identified rates on an as needed basis.
3. **OPTION:** Broadreach is also proposing to review the existing communications plan and provide feedback and develop communication strategy recommendations for the City to implement over the next year. The communications plan review and strategy development will be conducted, if desired, for a one-time fee of \$3,000.

4. OPTION: Broadreach will monitor the success of public relations activity on an ongoing basis, if desired. The intent of this service is to provide the City with actual data for a set fee of \$450/month. Such charges not to apply until after review and evaluation of the City's communications plan and implementation of Broadreach's recommendations.

This item will appear on the Finance Committee agenda for November 20. The total cost for services is estimated to below the Council approval threshold of \$30,000; however, this expenditure falls under Work Plan No. 2018-25 *Communication Strategy* and is therefore presented to the City Council for review and approval.



19 Commercial Street
Portland, Maine 04101
www.broadreachpr.com

207-619-7350 OFFICE
888-251-4930 FAX
info@broadreachpr.com

October 19, 2018

Brian Phinney, Chief Operating Officer
City of Biddeford
205 Main Street
Biddeford, Maine 04005

Dear Mr. Phinney,

Broadreach Public Relations (Broadreach) is pleased to respond to your Request for Qualifications (RFQ) to provide on-call consultation to the City of Biddeford for general public relations matters.

Broadreach is a strategic communications consulting firm based in Portland, Maine. Founded as an integrated communications firm in 2007, Broadreach has a talented team of communications strategists who deliver premium public and community relations, strategy development, and project management services to some of the Northeast's most highly-regarded firms and organizations.

As close neighbors, we are quite familiar with Biddeford's mill city history and the evolving diversification of the city's economy, which has ushered in a new era of activity where retail, healthcare and new businesses are flourishing. Also, you have youth on your side – Biddeford really is a young person's city; compared to surrounding communities, Biddeford is home to the largest proportion of 20 to 29-year-olds in Maine! With a median resident age of 33.8, your city has vast potential to leverage the millennial effect with both traditional media and digital content curators already touting Biddeford's assets.

Broadreach is ready and well-positioned to help the City of Biddeford realize that potential and achieve the City's vision of enhancing its social media strategy, developing positive relationships with local media, and presenting the City's identity in a clear and consistent manner. We appreciate the opportunity to respond to this RFQ and we are confident that we can help the City of Biddeford successfully reach its communications goals.

As requested, this letter serves to bind Broadreach to all comments made in its proposal. The primary contact person for the proposal is Linda Varrell, President (lindav@broadreachpr.com or (207) 619-7350).

Sincerely,

President & Founder
Broadreach Public Relations

Qualifications and Experience

The Broadreach mission is to help clients identify new opportunities that expand their reach and get ahead of trends, so they can lead in their field — all with a hands-on collaborative style that facilitates efficiency and delivers effective results. We also believe in bettering the communities in which we live and work and raising the aspirations of young Maine professionals.

Now in its 11th year, Broadreach Public Relations (Broadreach) is a woman-owned strategic communications consulting firm located in Portland, Maine. To-date, the firm has received more than 40 industry awards for its work, a testament to its place among the best communications firms in the State. With eleven core employees and growing, the company is rich in culture with family-friendly employment policies and a longstanding, highly-competitive intern and apprenticeship program.

Over the years, Broadreach has been retained by more than 275 unique entities to provide public relations and marketing services and has worked on over 400 unique projects. Going into 2018, 98% of our retainer-based clients renewed their contracts. In addition to providing services to our contract clients, Broadreach actively seeks opportunities to provide pro bono services in support of community-based nonprofit organizations.

Our team is regularly engaged by businesses, educational institutions and associations from around the region to speak and provide training on public relations, marketing, and other communication topics. We are known for our expertise and success in:

- Addressing issues related to reputation management and crisis communications
- Utilizing a strategic approach to uncover clients' best, most compelling stories
- Raising clients' relevance and credibility by embedding stories with notable context
- Pitching the right stories to the right outlets at the right time for maximum impact
- Being persistent in our pursuit of results and connected to key stakeholders
- Auditing, training, planning, creating and executing content for social media
- Event planning and logistics
- Content marketing that allows businesses to build brand awareness, augment a reputation, amplify influence, generate leads, and both acquire and retain customers

Our success is owed to a combination of proven expertise and market intelligence that deliver high-quality outcomes. Broadreach clients operate locally, regionally and globally, and they represent a wide range of industries, including, but not limited to:

Accounting	Government	Non-Profit	Recreation & Fitness
Banking	Health Care	Professional Services	Retail
Construction	Insurance	Publishing	Tourism
Financial Services	Manufacturing	Real Estate	Trade Associations

Broadreach offers a large menu of public relations, public affairs, and marketing services. In addition to our in-house capabilities, we maintain a cadre of proven partners to help us meet client goals. The following are among the services we provide:

Strategic Planning • Qualitative Market Research • Message Development • Industry Analysis • Corporate Communications • Brand Strategy • Social Media Strategy • Public Affairs • Communication Auditing	Media Relations • Proactive Pitching • Newsworthy Press Releases • Targeted Media List Development • Public Service Announcements • Media Monitoring	Audience Engagement • Advocacy • Social Media Strategy and Management • Community Relations • Content Marketing • Video Storytelling • Social Influencer Engagement
Reputation Management • Expert Visibility and Public Speaking Engagements • Internal Communications • Thought Leadership • Media Training • Crisis/Issues Management • Seeking Professional Awards and Recognitions • Traditional and Social Media Monitoring and Analysis	Event Planning • Sponsorship Management • Run-of-Show Logistical Support • Engagement of Stakeholders, Dignitaries, Media and Social Influencers	Contracted Services • Quantitative Market Research • Data Analysis and Random Sampling • Targeted Social Strategy • Brand Development

Resumes and Biographies of Principals Assigned to the Project



Linda Varrell, APR

Founder & President, Broadreach Public Relations

MS, Organizational Leadership, Southern New Hampshire University

BS, Leadership and Organizational Studies, University of Southern Maine

Nationally accredited in public relations, Linda Varrell founded Broadreach Public Relations in 2006 as a way to help businesses and organizations raise their profiles. A 25-year veteran of the financial services industry, Linda has a track record of initiating and leading high-impact growth and improvement strategies for diverse organizations and has demonstrated her expertise in strategic planning, brand development, media relations, community and employee relations, crisis communication and project management. She has led numerous initiatives that have increased the market visibility while creating goodwill for organizations and their target audiences. Linda is regularly tapped to speak at C-level events and industry-specific conferences. Active in the community, Linda focuses on youth development and community service, and serves as the Chair of USM Corporate Partners, President of the Maine Public Relations Council and as adjunct faculty with USM.

Professional Experience

Broadreach Public Relations (Portland, ME), President

- Founded and grew company to nearly 50 clients and 11 employees
- Developed competitive intern & apprenticeship programs
- Achieved 92% client retention going into 2018
- Organically grew revenues by 16% year-over-year through 2017
- Achieves client objectives and key results
- Dedicates at least 10% of time to pro bono and volunteer work annually

University of Southern Maine (Portland, ME), Adjunct Faculty, Graduate & Undergraduate Media Studies Program

Thomas College (Waterville, ME), Adjunct Faculty, Graduate & Undergraduate Business Program

Northeast Bank, (Lewiston, ME), Vice President

Professional Associations

University of Southern Maine Corporate Partners; Chair

Maine Public Relations Council; President

Northern New England School of Banking; Faculty Member

Portland Rotary Club; Member



Jason Sulham

Vice President, Broadreach Public Relations

BA, Political Science, University of New Hampshire

Jason leads the development of client project strategy, ensuring that a comprehensive plan has been tailored to achieve each client's unique objectives. Jason also leads the firm's public affairs offerings and advises clients on crisis communications matters. Since 1999, Jason has worked extensively on high-profile strategic communications and crisis communications efforts for a diversity of clients. Over the past year, he has directed and implemented strategy to increase brand awareness and target audience engagement for the Maine Department of Labor and Maine Bureau of Veterans' Services.

Professional Experience

Broadreach Public Relations (Portland, ME), Vice President, Senior Strategist and Public Affairs Manager

- Leads client strategy development for agency
- Executes public affairs strategies for all clients
- Monitors client strategy implementation
- Manages senior staff
- Implements client strategy for assigned accounts

North Public Affairs (Yarmouth, ME), Founder and Principal

- Managed public affairs and advocacy campaigns for diverse clients
- Designed direct mail communications for electoral campaigns
- Directed grassroots lobbying efforts aimed at state and federal elected officials

Nexus Strategies (Raleigh, NC), Senior Associate

- Directed strategic communications campaigns for corporations, coalitions, and non-profit organizations
- Managed electoral campaigns for local, state, and federal candidates
- Managed communications for bond referenda campaigns
- Led firm's graphic design projects including direct mail

Professional Associations

Community Partners, Inc.; Former Board Member

Yarmouth Alumni Association; Executive Committee



Marnie MacLean

Multimedia Strategist, Broadreach Public Relations

BS, Journalism, Boston University

Marnie leads the firm's multimedia capabilities, tapping into her experience as a broadcast journalist to develop visual storytelling strategies and produce outstanding content. Over the past year, Marnie has directed and produced strategic communications content that has achieved high social engagement reach and praise from clients, including Maine International Trade Center, Diversified Communications, The Dempsey Center, AC Hotel Portland Downtown Waterfront, Maine Grain Alliance, and Camp Sunshine.

Professional Experience

Broadreach Public Relations (Portland, ME), Senior Storyteller/Multimedia Strategist

Leads multimedia strategy development for agency • Produces and edits video • Implements client strategy for assigned accounts

Journal of the North Atlantic & Arctic (Iceland), Maine Editor

Editor and reporter for start-up media and information platform based in Iceland

Maine International Trade Center (Portland, ME) Public Relations Consultant

Created communications content to promote large international trade event • Produced video content highlighting Maine businesses • Offered social media guidance and content to communications director

Maine North Atlantic Development Office (Portland, ME) Public Relations Consultant

Coordinated communication for Maine's hosting of the Arctic Council meetings • Engaged local, national, and international media to promote stories related to the Arctic Council • Provided media coaching for MENADO director and other spokespeople

WCSH-TV (Portland, ME), Freelance Reporter

Generated stories, conducted interviews, wrote scripts for daily newscasts • Traveled to Reykjavik for special series on Maine's growing connections to Iceland

New England Cable News (Newton, MA) General Assignment Reporter

Covered news in the NECN Maine bureau • Researched news stories, set up interviews and write packages for daily newscasts

Professional Associations

Maine Public Relations Council; Member



Paula Stanton

Senior Client Manager, Broadreach Public Relations

Graduate Certificate, Digital and Social Media, Kennesaw State University

BA, Journalism, University of Massachusetts Amherst

Paula leads the strategy and day-to-day activities for assigned clients, ensuring that the appropriate activities are executed to maximize organizations opportunities for visibility. Paula has nearly a decade of experience in public relations and media for clients across New England and the Southeast.

Professional Experience

Broadreach Public Relations (Portland, ME), Senior Client Manager

Leads strategy for assigned agency clients • Manages client work plans, expectations and relationship • Executes public relations strategies that include local, national and international earned-media placements • Works with clients on experiential events and global initiatives

Kennesaw State University (Kennesaw, GA), Public Relations Manager

Developed and executed communication strategies • Secured high-impact media opportunities, including Bloomberg BusinessWeek, Inc.com and CNN • Drove brand engagement by creating engaging multi-media content for social media, website, magazine and newsletter

Bernstein Shur (Portland, ME), Marketing and Public Relations Specialist

Managed email marketing campaigns and website maintenance • Developed internal briefs and presentations for firm partners and directors to build consensus around marketing efforts and results • Built new business through RFP responses, pitches and events • Organized and promoted events for firm partners and clients

Professional Associations

Maine Public Relations Council; Member

Public Relations Society of America; Member

Kennesaw State University Diversity and Inclusion Task Force; Former Member



Meg Handlin, APR

Senior Client Manager/PR Strategist, Broadreach Public Relations

BA, Psychology, Assumption College

Meg designs and implements multi-channel strategic communications plans that increase client visibility to support employee recruitment, business expansion, leadership and new product development. She works to promote many of our Maine manufacturing clients, locally and nationally, to develop and implement a strategic communications framework that increases stakeholder engagement, supports employee recruitment and gains community and media recognition. Meg's APR professional designation demonstrates competency in the knowledge, skills and abilities required to practice public relations effectively in today's dynamic business environment. Additionally, Meg brings the historical perspective of a longtime Biddeford/Saco-area resident, having moved to Saco with her family in 1975, when Biddeford Main Street was a bustling shopping destination. Her mother taught fourth grade in Biddeford for 25 years at St. Andres School and St. James, and for decades her father owned a small business on Main Street. Meg's connection through marriage extends all the way to Louis Pizza on Alfred Street, a family-owned restaurant that was established 25 years ago and is still in operation today.

Professional Experience

Broadreach Public Relations (Portland, ME), Senior Client Services Manager / PR Strategist

- Executes public relations strategies for assigned accounts
- Manages client work plans, expectations and relationship
- Develops and executes public relations strategies that include paid and earned media
- Mentors agency and client team members to achieve stated objectives
- Represent agency at networking and professional development events

MHM Strategic Public Relations & Marketing (Portland, ME), Consultant

Researched, developed and executed multi-channel strategic communications plans for international and national manufacturers, healthcare providers, software companies, nonprofits and small businesses

Diversified Business Communications (Portland, ME), Marketing Manager

- Managed marketing for International WorkBoat Show, Fish Expo WorkBoat Northwest, Fish Expo WorkBoat Atlantic, Alaska Fisherman's Journal, National Fisherman and WorkBoat magazine
- Managed a three-person marketing department that executed six concurrent marketing plans and achieved high levels of advertising, exhibitor booth sales, and visitor registrations
- Negotiated alliances with local, national and international associations, publishers, and economic development organizations
- Organized, promoted, and event-managed annual conferences with multiple seminar tracks and keynote addresses at six international seafood and commercial marine trade shows

Professional Associations

Maine Public Relations Council; Board of Directors

Capabilities Corresponding to the Scope of Work

When you work with Broadreach, you have a team of professionals at your disposal with expertise in all aspects of communication, from media relations, journalism, public affairs, social media, event management, digital marketing, multi-media, crisis communication, and reputation management.

Our qualifications run deep. Two Broadreach principals hold the highest designation a public relations professional can achieve—Accreditation in Public Relations (APR). Founder and President Linda Varrell was honored with a lifetime achievement award from the Maine Public Relations Council. Paula Stanton holds a graduate certificate in digital marketing. Marnie McLean holds state and national awards for journalism and storytelling. Collectively, the Broadreach team has earned nearly 40 industry awards for outstanding public relations and public affairs campaigns to-date, including a prestigious Bulldog Reporter Gold Award in 2016 for our international publicity campaign raising funds for a global nonprofit.

Another strength we bring is our ability to rapidly assess any situation. Whether it's a sudden change in leadership or a full-blown public relations crisis, Broadreach will be the steady hand you need to adapt and react to change in a manner that is professional and mitigates negative impacts to your reputation.

We also recognize that the world of public relations and the media landscape are changing with turnover rates higher than ever and the emergence of online-only outlets. Thus, we have appropriately invested in and fully utilize CISION, our media and influencer database, that includes our proprietary contact lists and serves as our distribution, monitoring, lead-tracking, and results reporting & analysis system.

From the onset of our relationship, we will collaborate with you to develop clear and measurable goals, define roles, and outline the best process for us to work together. Broadreach is equally comfortable taking a proactive leadership role. The rapid pace of change in both technology and knowledge demands a nimble team that is unafraid to push when opportunities arise. We see ourselves as that friendly “nudge” to ensure we have ample time to prepare the highest-quality work, ensure seamless execution, and, of course, celebrate success!

Detailed Description of Three Relevant Projects



Maine Brewer's Guild

How Broadreach Helped Put Maine's Craft Beer Industry on the Global Map

Summary

The Maine Brewer's Guild (MBG) is a trade association representing Maine craft breweries that is simultaneously experiencing the opportunities that come from a rapidly-expanding market and the growing pains that arise from a crowded marketplace.

Challenge

The MBG sought to create a brand-new way to introduce its product to broader audiences, including the international market. To do this, MBG needed to raise the profile of Maine craft beer both nationally and internationally. From this emerged the vision of the "Maine Beer Box," a refrigerated shipping container outfitted with kegs of beer that can travel the world and support the creation of an annual Global Beer Exchange between Maine and the world. In turn, this would position the craft beer industry as a top contributor to Maine's economy and promote Maine as a top destination in the U.S. for craft beer tourism.

MBG engaged Broadreach to develop and leverage the Maine Beer Box campaign concept to position Maine as a top craft beer destination, which included engaging sponsors and supporters and addressing complex overseas travel and event logistics. Broadreach was instrumental in helping the MBG kickoff the inaugural Exchange at a first-of-its-kind event that traveled throughout the State of Maine and to Iceland.

Our Roles

- Message development
- Identifying key audiences
- Securing sponsors
- Planning and executing press conferences
- Dignitary and media outreach and support (local and international)
- Planning and executing travel and event experiences

Our Solution

Execute a comprehensive strategy that included earned media, social media, research and messaging development, asset development, international media relations, project management, and event and sponsorship support:

- Created a communications strategy to describe the Maine Beer Box, establish goals for the Global Beer Exchange and create common messaging

- Targeted pitching to state, national, international and trade publications
- Used social media to create excitement, attract interest, and increase engagement
- Executed a press conference; developed the comprehensive media list, created and distributed all media materials, invited key industry, political and dignitary stakeholders, developed the run of show
- Developed language, assets and strategic connections with key organizations and stakeholders
- Worked with MBG to develop visual representations of the complete project that included posters and digital renderings
- Solicited and secured sponsors and supporters, including the Maine Department of Economic Development, Maine International Trade Center, Maine Technology Institute, Maine business leaders, international trade dignitaries and Maine state officials
- Coordinated travel of sponsors, planned VIP events, attracted attendees, engaged with Icelandic media, and planned VIP events to facilitate the MBG's participation in Bjorfestival

Our Results

Press Conference:

- Initial earned media garnered 184 pieces of coverage with strong message pull-through
- Achieved 100% positive sentiment
- More than 317,347,378 impressions
- Attendees walked away from the press conference with a clear understanding of how the global beer exchange would work and how they could become involved. One attendee was quoted as saying, "I really wasn't on board with this idea before, but now I see your vision and I'm behind it."
- Secured the participation of more than 50 Maine brewers in the Global Beer Exchange

Earned Media:

- Over 500 million impressions in 30 states and 8 countries
- Achieved advertising value equivalency of more than \$1.3 million
- Earned several high-profile feature stories, including Washington Post, Boston Globe, CraftBeer.com, and Iceland's largest newspaper Morgunblaðið, which were all high-priority audiences for the client
- Executed a social media strategy, which included Facebook live broadcasts for the announcement press conference and Bjorfestival in Iceland. The Facebook live videos resulted in a total of 11,400 views, 101 shares, 215 likes and 38 comments
- Achieved features in Iceland's top media outlets, which included radio, broadcast, print and online coverage resulting in over 3 million impressions

Engagement with Sponsors and Stakeholders:

- Sponsorships secured in four-week period: \$39,500
- Nearly 100 Mainers traveled with the Maine Beer Box to Iceland for the inaugural exchange
- Coordinated four additional events for VIPs and brewers traveling in Iceland, working with local venue staff and partners to execute



Maine Bureau of Veterans' Services

How Broadreach is Helping Improve Quality of Life for Maine Veterans

Summary

The Maine Bureau of Veterans' Services (MBVS) oversees the provision of benefits for Maine's Veterans. MBVS is committed to being the primary resource for Maine Veterans who need services and information. MBVS recognizes the need for statewide visibility to distinguish itself from the VA and ensure Veterans understand MBVS' role in helping them access services and resources available to them.

Challenge

MBVS knows that approximately 75,000 eligible Maine Veterans are not accessing the benefits available to them. In order to bridge this gap, MBVS retained Broadreach to develop and implement new, impactful communication strategies and marketing collateral. At the same, MBVS wanted to reach younger, post-911 Veterans, while at the same time ensuring that all Veterans have an awareness of the MBVS resources and services.

Our Roles

- Messaging
- Asset development and distribution
- Earned media
- Executive visibility and thought leadership
- Social media

Our Solution

Implement strategies and develop tangible assets using earned media, social media, research and messaging development, video production, and asset development:

- Creation of tangible assets and implemented strategies to increase awareness of the MBVS
- Clear articulation of the mission of the MBVS
- Demonstration of a caring and supportive relationship with Veterans
- Enumeration of available resources and services
- Demonstration of MBVS' expertise and knowledge, correcting misconceptions and conflation with the Veteran's Administration

Our Results (in process)

- Creation of an up-to-date, comprehensive resource guide for Maine Veterans
- Production of video assets that highlight available resources and share Veteran testimonials on issues such as suicide prevention; videos have been played extensively on public access channels and social media around the state
- 135 earned media mentions in a 12 -month period
- 38.67 million impressions and an earned publicity value of \$209,000
- Increased Veteran engagement with MBVS
- Increased clarity between MBVS and the Veteran's Administration



Saco & Biddeford Savings Institution

How Broadreach is Helping a Local Bank Build a Stronger Community in Biddeford & Saco

Summary

Saco & Biddeford Savings (SBS) is Maine's oldest bank, with branches in Biddeford, Old Orchard Beach, Portland, Scarborough, South Portland and Westbrook. As a leader in community banking, SBS has contributed more than \$3.8 million to area organizations in the last 10 years and continues to support the needs of the communities it serves. SBS aims to be an active community partner and while strategically planning for the future. Since 2012, Broadreach has lent strategic guidance and support to SBS' community relations and marketing programs, yielding strong message pull-through, opportunities for new business, and paving the way for expansion, growth and change.

Challenge

SBS was seeking to recognize its history and success while at the same time embarking on new initiatives and enterprises. Wishing to celebrate the Institution's 185th anniversary, various branch anniversaries and upcoming branch openings, SBS also began to look toward the future in order to maintain ongoing positive visibility, plan for events and develop campaigns to support and protect its customers.

Our Roles

- Planning and publicizing events
- Market research
- Industry insights
- Strategy identification and execution
- Earned media
- Social media
- Digital multimedia content
- Asset development

Our Solution

A multifaceted, comprehensive menu of ongoing services that positions Broadreach to be responsive to ongoing and project-specific needs:

- Establishing an ongoing, progressive communications discipline
- Publicity and media relations for the Institution's central and branch anniversaries, openings, celebrations and events
- Increasing visibility for community and charitable activity

- Providing consulting services and implementing publicity activities related to personnel changes and leadership succession
- Increasing recognition for new hires, awards, promotions and charitable campaigns
- Identifying new business opportunities and creative partners
- Raising awareness of and access to available workforce development services

Our Results

- Significant exposure for branch openings
- Securing political and stakeholder dignitaries to speak at events
- Development and execution of a leadership strategy resulting in a smooth CEO transition
- Positive visibility for over 35 community campaigns, donations and partnerships
- Increased visibility for two companies owned by SBS through earned media and event planning
- Successful launch of new overall marketing campaign including commercials, social media and collateral assets which included strategy and vendor management
- Successful launch of new Community Debit Card campaign which resulted in SBS receiving the FIS/Unisys FIRST Award

Consultation Services Completed for Municipal Governments

City of Lewiston: Principal Linda Varrell served on the downtown committee to combine the Lewiston & Auburn holiday celebrations into one event. Committee was successful in meeting the needs of both communities, which now host a single celebration. In addition, Varrell was a two-time member of the delegation that participated in and won the All-America City Designation. During that time, she worked with and mentored the Lewiston Youth Advisory Council and has a long history of working with then **City Manager, James Bennett** during a long period of downtown revitalization from 2002-2007 prior to launching Broadreach.

A Community Chamber of Commerce: Provided 24/7 support during a media crisis, responded to request for services within an hour on a weekend, and had situation under control within 12 hours and out of the news cycle within four days as a result of this rapid response.

Town of Camden / Snow Bowl: Worked with Snow Bowl since 2010 to promote the winter season and the U.S. Toboggan National event and Winterfest during February. Already working with media for the 2019 event.

References

Bob Quinten

President
Saco and Biddeford Savings
207-602-7332
quentinr@sbsavings.com

Eileen Miazga

Apprentice Program Specialist
Maine Department of Labor
(207) 623-7966
eileen.miazga@maine.gov

Holly S. Edwards

Assistant Director
Camden Snow Bowl /
Chairman and Organizer, U.S.
National Toboggan
Championships Committee
(207) 236-3438 – office
hedwards@camdenmaine.gov

Approach to Scope of Work

Broadreach understands that the Biddeford City Council has an established work plan for the City which includes goals that are focused on building community connections through improved external communications. We are prepared to support the enhancement of the City's social media strategy, building positive relationships with local media, and presenting the City's identity in a clear and consistent manner.

To these ends, we would approach the development of a scope of work in the following ways:

1. Reviewing the City's marketing budget to develop recommended allocations for media spending and communication asset development.
2. Collaborating with the City to develop measurable objectives and strategies for achieving them, which would include developing a messaging platform tailored to residents, business owners, visitors, and stakeholders in neighboring communities. The complexity of the issues and desired deliverables will largely determine the scope of necessary services and resource needs.
3. Assessing opportunities and needs for proactive reputation management, including media relations readiness and training, response protocols, "positive" stories that need to be told, potential controversies that need to be monitored, etc.
4. Being available to City staff on-call, 24/7 or as needed to render advice and/or respond to inquiries from media or other stakeholders.

As demonstrated by our qualifications, relevant experience, and case studies, Broadreach has the necessary flexibility and capacity to address any public relations need the City may present. We anticipate these attributes being of value, given that the scope of work outlines an "on call" engagement. All of Broadreach's outlined services and staff expertise will be at the City's disposal. Additionally, a designated Client Manager will ensure the execution of a tailored strategy that incorporates applicable services and expertise to best achieve the objectives of each request.

Onboarding/Media Analysis.....\$4,000 (one-time cost)

To ensure our partnership is best prepared for success, Broadreach will start with an initial research and discovery phase. The research process allows Broadreach to become familiar with the City's assets, personnel, needs, expectations, and gaps. The discovery process is an opportunity for the team to engage with your team, ask questions, and learn more about Biddeford's existing communications and public relations initiatives to assess your current reputation. This spadework will inform the messaging and strategy for our ongoing work together and ensure that Broadreach is prepared to respond to requests in a timely and efficient manner.

Specific activities would include:

- Facilitated messaging and discovery sessions
- Competitor and situational research and analysis
- Analysis of social media and paid media plans
- Audit and analysis of current and recent marketing, communications and promotional material, including website, multimedia content, print collateral, promotional materials, social media, recent press releases and awards
- Identify and log key media contacts that cover Biddeford
- Identify and log influencers, individuals or organizations that have expressed public opinions about Biddeford in the media or social media
- Develop audience map
- Establish a regular meeting schedule (if necessary)

Strategy Development.....\$3,000 (one-time cost)

Broadreach is also prepared to respond to specific requests. In these circumstances, Broadreach will identify the most relevant assets, storylines, and building blocks for messaging, and define a short- and long-term strategy to meet goals and objectives. The Broadreach team will often walk through your audience map for general outreach and targeted pitching, identifying key messages for each that will resonate and in turn, entice to engage. With a focus on various media, we identify the appropriate channel and action to be taken.

Deliverables may include, but are not limited to:

- Develop messaging platform tailored to city objectives, including targeted calls to action and positioning statements
- Develop media strategy, including expert and topic visibility matrix, editorial calendar, and story outlines
- Develop content strategy for owned (website), shared (social), and paid (advertising) media channels
- Identify spokespeople within Biddeford to align with identified pitches and storylines
- Begin production of any marketing assets and social marketing/content sharing mentoring with identified social connectors in the plan, as needed
- Build media lists across targeted geographical markets and core industry sectors

Measurement & Reporting..... \$450 (per month)

Measurement and reporting form a basis for our meeting mutually determined objectives. We assess “Did we do what we set out to do?” We look at a number of parameters that encompass media coverage, interaction, and engagement. It’s more than clips, likes, and shares. It’s about relevant metrics, and we engage third-party vendors that provide comprehensive reporting capabilities so we can define and track what success looks like for our relationship.

Measurements and reports may include, but will not be limited to:

- Research visibility opportunities in target markets; provide regular reports
- Deliver quarterly report on key metrics divided by earned, owned, paid and social media sectors
- Facilitate a semi-annual strategy session to review progress, reports, and adjust strategy, as necessary

Ongoing On-call.....\$3,600 (yearly retainer)

After establishing a strong communications plan and discipline, Broadreach would work with the City of Biddeford in an on-call project capacity on any major campaigns, media initiatives or crisis that arise. This would include media relations readiness and training, response protocols, “positive” stories that need to be told, potential controversies that need to be monitored, etc. and being available to City staff on-call, 24/7 or as needed to render advice and/or respond to inquiries from media or other stakeholders.

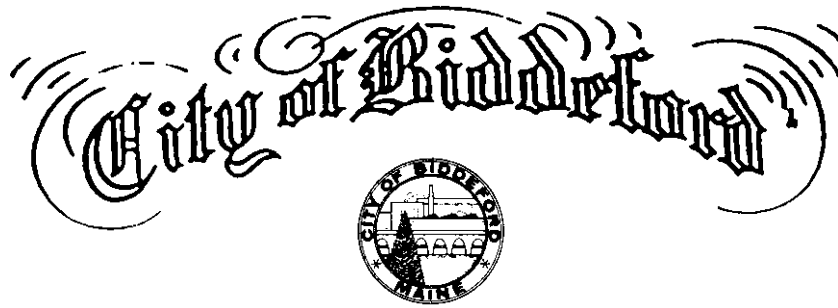
Broadreach proposes a 2-year on-call retainer to ensure prompt response and support and would quote additional project work at the blended rate of \$150 per hour for media relations work and \$250 per hour for crisis communication.

Out of Scope Expenses: Costs for services and expenses that are not included in client agreements are invoiced to the client with a pass-through mark up of 17.6 percent.

Service Timeframes

Broadreach is prepared to begin providing services to the City of Biddeford immediately upon award notification.

We are prepared to consult with the City to evaluate and prepare a Scope of Work, with deliverables that can be provided in as quick a timeframe as needed. We know that we can do this, as we have worked with clients that required us to begin work immediately upon a contract award with very short timelines for implementation and delivery of results. The external execution would be dependent on the nature of the request and/or services required, in consideration of the relevant urgency. As needed, Broadreach is available on-call, at night and during weekend hours.



2018.134

IN BOARD OF CITY COUNCIL..NOVEMBER 20, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the Management Agreement with York County Arena Association to manage the Ice Arena.

FIRST AMENDED AND RESTATED MANAGEMENT AGREEMENT

1. Parties. This Management Agreement (“Agreement”) is made and entered into as of _____, 2018 by and between the Inhabitants of the City of Biddeford, a municipal corporation organized and existing under the laws of the State of Maine, situated in York County, Maine (the “City”), and York County Arena Association, a nonprofit corporation organized and existing under the laws of the State of Maine, with a principal place of business in Biddeford, Maine (the “Association”).

2. Background. The City owns a recreational and sports facility, consisting of certain real property, a building with a total floor area of approximately 45,759 square feet and certain personal property and equipment, known as the Biddeford Ice Arena, all of which is located at or near 16 Pomerleau Street in the Alfred Road Business Park in Biddeford and which is used for ice skating, ice hockey, boxing matches, trade shows, City events, craft fairs and roller skating, among other purposes, events and activities, and includes facilities and equipment for the sale of food, beverages and ice skating and ice hockey equipment (the “Arena”). The Association has been operating and managing the Arena for the benefit of the City pursuant to a Management Agreement, dated as of December 1, 2001, the term of which expired on June 30, 2018 and which the parties hereby agree has been terminated. The City has caused to be made certain substantial improvements of and renovations to the Arena and issued its tax exempt revenue obligation securities dated July 20, 2010 (the “2010 Bonds”) to finance the costs of such improvements and renovations and the City expects to cause to be made certain additional substantial improvements of and renovations to the Arena and is issuing its tax exempt revenue obligation securities (the “2018 Debt” and, collectively with the 2010 Bonds, the “Bonds”) to finance the costs of such improvements and renovations and to prepay in full the outstanding principal balance of the 2010 Bonds. Pursuant to this Agreement, the Association will continue to operate and manage the Arena for the benefit of the City.

3. Operation. The Association shall be fully responsible for the maintenance, repair and operation of the Arena including, without limitation, the care and maintenance of the grounds surrounding the Arena including lawn care, cleaning of walkways and parking areas and general grounds maintenance, painting, usual and ordinary repairs, garbage removal, cleaning, supplies, scheduled maintenance of heating, ventilating and air conditioning and other building systems and of the ice making equipment, security, employment and staffing, collection of user charges and payment of utility charges, wages, insurance premiums and other costs and expenses of operation and maintenance.

4. No Private Use; No Preferential Use. The Association understands and acknowledges that federal rules applicable to the Bonds limit the use of the Arena in a trade or business of a nongovernmental person. A nongovernmental person includes without limitation a natural person, a nonprofit corporation, a club, a team, an association, an instructor, a camp, a school (except for a governmentally owned public school), a store or a shop. Any activity carried on by a person other than a natural person is treated as a trade or business. The Association agrees that it will not license or permit the use of the Arena by any nongovernmental person for a period, including renewals, longer than thirty (30) days without the prior written approval of the City Manager of the City based upon the advice of the City’s bond counsel, any such approval not to be unreasonably withheld. The City Manager of the City is authorized in accordance with federal rules applicable to the Bonds to enter into a lease of approximately six hundred (600) square feet of the Arena for use as a shop for the sale and servicing of ice skating

and ice hockey equipment and for other purposes (the “Skate Shop Lease”). The City Manager of the City is authorized in accordance with federal rules applicable to the Bonds to enter into a lease of approximately six hundred (600) square feet of the Arena for use as a snack bar (the “Snack Bar Lease”).

The use of the Arena shall be open to the general public on the basis of rates and requirements that are generally applicable and uniformly applied to such classes of users as the Association shall establish with the approval of the City (“User Classes”), provided that the Association shall make a reasonable effort to assure that the Arena will be available to residents of the City. As required pursuant to section 6 of this Agreement, the Association shall provide for the City’s review and approval a schedule of days and hours of operation of the Arena and a schedule of fees, prices and other charges to User Classes for the use of the Arena and its associated services in accordance with this Agreement.

5. Transfers to the City and Compensation of the Association. As soon as practical after the end of each fiscal quarter of each fiscal year, commencing with the fiscal quarter ending **December 31**, 2018, and in any event within forty-five (45) days thereafter, the Association shall turn over to the Finance Department of the City, earmarked for fund 76 (Ice Arena Capital Expenditures and Surplus from Operations) Net Earnings From Operations adding back all non-cash expenditures for depreciation and/or amortization, and allowing for a reasonable operating reserve for future Operating Expenses (hereafter defined) as detailed in the quarterly budget as approved for the current fiscal year. The City expects that all revenues from the operation of the Arena will be allocated to said fund 76, regardless of whether any such revenues arise with respect to this Agreement or with respect to one or more other actions of the City.

The parties agree that the only compensation to be paid by the City to the Association for services rendered by the Association to the City shall be (a) reimbursement of actual and direct expenses paid by the Association to unrelated parties in accordance with the budget of the Association which has been approved in writing by the City (“Reimbursable Expenses”) and (b) an amount not to exceed the amount set forth in Schedule A hereto (including any revision or replacement of said Schedule) for documented salary, benefit and other compensation expenses with respect to employees of the Association in accordance with the budget of the Association which has been approved in writing by the City and the amount set forth in Schedule A hereto (including any revision or replacement of said Schedule) with respect to lease revenue from the Skate Shop Lease and the Snack Bar Lease (the “Management Fee”). The term “Operating Expenses” means an amount equal to Reimbursable Expenses plus the Management Fee.

6. Records and Reports. The Association shall keep full, complete and proper books, records and accounts of its operation of the Arena including, without limitation, employment agreements, invoices, service contracts, receipts and expenditures with respect to the Arena. All such books, records and accounts, and the Arena, shall at all times be open to inspection by the Finance Director of the City, any auditor acting on behalf of the Finance Director or any other person acting on behalf of the Finance Director or the City Council of the City. The Association will maintain a standard system of accounting, established and administered in accordance with generally accepted accounting principles consistently followed throughout the periods involved.

The Association will deliver to the City, as soon as practical after the end of each fiscal quarter of each fiscal year, except the last quarter, commencing with the fiscal quarter ending

September 30, 2010, and in any event within forty-five (45) days thereafter, a financial statement for such quarter, certified as complete and correct by the principal financial officer of the Association, subject to changes resulting from year-end adjustments. As soon as practical after the end of each fiscal year, commencing with the fiscal year ending on June 30, 2010, and in any event within one hundred twenty (120) days thereafter, the Association will deliver to the City a statement of condition of the financial operations of the Arena as of the end of such year and statements of cash flows and changes in financial position and/or changes in fund balances for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and certified as complete and correct by the principal financial officer of the Association, accompanied by a report showing that such financial statements have been reviewed by independent certified public accountants of recognized standing, selected by the Association and satisfactory to the City.

Together with the financial statements for the third fiscal quarter ending March 31, the Association will deliver to the City projected balance sheets, projected income statements and an operating budget (such budget by months), including Reimbursable Expenses and Management Fee, and a capital expenditure budget for the Arena for the next fiscal year. The budgets shall be subject to review and approval by the City Council of the City and, in addition to providing for the costs of operation and maintenance of the Arena in accordance with this Agreement, shall also provide for revenues sufficient for depreciation, obsolescence, uncollectible accounts and debt service on the 2010 Bonds or other financing issued or provided or to be issued or provided by the City for the Arena. As part of the operating budget and projection of future income and expenses, the Association shall provide a schedule of days and hours of operation of the Arena and a schedule of fees, prices and other charges to the public, broken down by user classes, for the use of the Arena and its associated services in accordance with this Agreement.

Promptly upon receipt thereof, the Association will deliver to the City copies of all other written reports provided to the Association by independent accountants in connection with any annual or interim review of the books of the Association. With reasonable promptness, the Association will deliver to the City such other data and information as from time to time may be requested by the City.

7. Insurance. During the term of this Agreement, the Association shall carry and maintain comprehensive public liability insurance, including property damage, insuring the City and the Association against liability for injury to persons or property occurring in or about the Arena, or arising out of the ownership, maintenance or use of the Arena. The liability under such insurance shall not be less than One Million Dollars (\$1,000,000) for personal injury or death and not less than Fifty Thousand Dollars (\$50,000) for property damage. All policies of insurance shall name both the City and the Association as insured. The Association shall procure such insurance from reputable insurers subject to the approval of the City Manager of the City. The Association shall provide the City with a certificate of insurance evidencing the coverage required pursuant to this Agreement and providing that no policy shall be subject to cancellation until after the end of thirty (30) days from notice to the City.

8. Indemnification. The Association hereby indemnifies the City against, and holds the City harmless from, any and all liability, loss, damage, expense, cause of action, suit, claim or judgment, including without limitation reasonable legal expenses in connection with any of the foregoing (other than a negligent or intentional act of the City or any of its agents, servants or

employees while in, on or about the Arena), in any manner arising out of the ownership, use, management or operation of the Arena.

9. Special Events. The Association may schedule special events at the Arena, such as trade shows, craft fairs and boxing matches, subject to the prior written approval of the City Manager of the City, any such approval not to be unreasonably withheld. The City reserves the right to schedule special events at the Arena, upon reasonable prior written notice to the Association and not in conflict with events or activities scheduled by the Association with City approval.

10. Notice. All notices to be given to the Association shall be in writing and shall be deposited in the United States mail, certified or registered, postage prepaid and addressed to Clerk, York County Arena Association, P.O. Box 297, Biddeford, Maine 04005. All notices to be given to the City shall be in writing and shall be deposited in the United States mail, certified or registered, postage prepaid, and addressed to the City, c/o the Finance Director, P.O. Box 586, 205 Main Street, Biddeford, Maine 04005. Notice shall be deemed delivered when deposited in the United States mail. If the address of a party changes, the party shall give notice of such change to the other party as provided in this section.

11. Assignment. This Agreement may not be assigned by the Association and the Association shall not subcontract any substantial portion of its obligations hereunder without the prior written approval of the City Manager of the City. This Agreement may not be assigned by the City except that the City may assign this Agreement to secure payment of principal of and interest on the 2018 Bonds and the Association agrees to execute and deliver such acknowledgments, confirmations or other instruments with respect to any such assignment as the holder of the 2018 Bonds may require.

12. Applicable Law. The Association shall comply with all laws, regulations, codes and governmental standards as may be applicable to the performance of its duties under this Agreement and shall obtain all licenses and approvals as may be required for the operation and maintenance of the Arena pursuant to this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

13. Alterations and Major Repairs. The Association will not make any alteration to the Arena without the City's prior written approval. The Association shall not make any expenditure of a capital nature in excess of Twenty Thousand Dollars (\$20,000) in any one fiscal year without the prior written approval of the City Council of the City.

14. Term. This Agreement shall continue for and during the period beginning and ending on the dates set forth in Schedule A hereto (including any revision or replacement of said Schedule), and shall be renewed thereafter every year as of **December** 1 of each such year for an additional term of one year, unless specifically amended or terminated by either party. A party proposing amendment or termination of this Agreement at the end of a term shall give notice of such amendment or termination in writing to the other party at least ninety (90) days prior to the end of such term, except that any amendment of the Management Fee may be presented within the period for submitting the budget pursuant to section 6 of this Agreement and except that, in any case of termination of this Agreement by the City for cause, no notice shall be necessary. "Cause" includes breach of this Agreement, willful or wanton misconduct, gross neglect or matters involving moral turpitude. If an amendment is not acceptable to a party, then this

Agreement will terminate at the end of such term. Except as otherwise expressly provided herein, the obligations of each party hereto shall cease on the effective date of any termination. Upon termination of this Agreement, the Association shall immediately turn over to the City all books, records, equipment and other property used or useful in the operation and management of the Arena.

IN WITNESS WHEREOF, each of the City and the Association has caused this Agreement to be signed and delivered by its duly authorized representative as of the date set forth above.

Witness

CITY OF BIDDEFORD

By:_____

Name: James Bennett

Its: City Manager

YORK COUNTY ARENA ASSOCIATION

By:_____

Name: Rich Reissfelder

Its: President

MANAGEMENT AGREEMENT
between
CITY OF BIDDEFORD, MAINE
and
YORK COUNTY ARENA ASSOCIATION
Dated as of December 1, 2018

SCHEDULE A

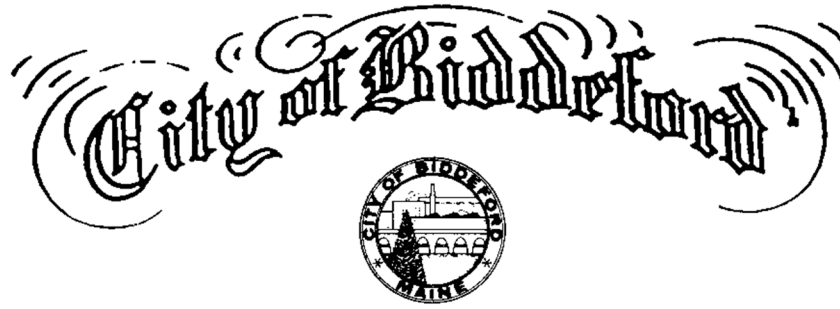
Management Fee (Section 5):

\$	36,000.00	2010 Bond
	TBD	2018 Bond
\$		Total Management Fee

Term of Agreement (Section 14):

Beginning Date: December 1, 2018

Ending Date: December 1, 2021

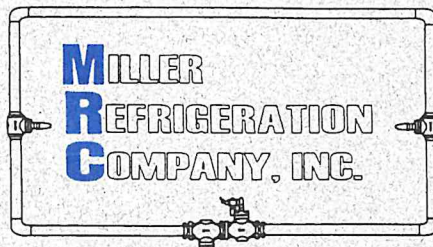


2018.135

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

BE IT ORDERED, that the City Manager be authorized to purchase the Biddeford Ice Arena Refrigeration system from Miller Refrigeration Company, Inc.(the “Vendor”) and may pay the Vendor an amount not to exceed \$350,000.00 for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$350,000.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$350,000.00, (b) the term of such agreement will not exceed two hundred and forty (240) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.



AMMONIA/HALOCARBONS • DESIGN/BUILD CAPABILITIES

January 3, 2018

Craig King
Biddeford Arena
Alfred Road Park
P.O. Box 149
Biddeford, ME 04005

RE: Biddeford Arena

Craig,

The following is provided for your information and consideration. We propose to provide and install a new energy efficient ice rink refrigeration system using ammonia as the refrigerant.

The ethylene glycol brine solution used in your existing system allows the use of a stainless steel semi-brazed plate and frame heat exchanger instead of a carbon steel shell and tube heat exchanger. The semi-brazed plate and frame heat exchanger is more efficient and requires much less space than the existing chiller. The Plate and frame chiller operates with a small ammonia charge of 450#.

We propose to install the new refrigeration system in place using the existing mechanical room.

The system will have two (2) Mycom N4WB compressors each with Mycom's "Mypro" microprocessor control panels, oil separators, water cooled oil coolers, isolation valves, suction and discharge thermometers, oil reservoir, internal oil floats, premium efficiency motors, belts, pulleys and belt guards.

We propose to provide a new evaporative condenser with a separate circuit for compressor water jacket and oil cooling. We will reuse the existing condenser water sump. We will provide and install a new condenser stand. For energy efficiency we will provide and install one VFD to modulate the fan speed based on the system discharge pressure.

We propose to provide an Alfa Laval flooded semi-brazed plate and frame ice surface chiller and a shell and tube condenser as a under floor heat exchanger both suitable for use with ethylene glycol.

The existing 25Hp ice surface pumps, underfloor warming pump, glycol sump tank, condenser water tank and dehumidifying system will remain in use.

We will supply a ammonia detection system, a compressor and condenser control panel, Solid State starters for two 75 Hp compressors, one 7½ Hp condenser fan with VFD control, one 10 Hp condenser water pump and one 1/2 Hp glycol pump cooling the compressor water jacket and oil. All wiring schematics will be supplied.

Our price includes concrete work for the new condenser stand and compressor bases, demolition and disposal of the existing refrigeration system.

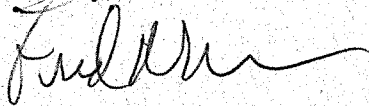
Installed Price:

Three Hundred Forty Three Thousand Two hundred Dollars (\$343,200.00)

We do not include the required 230 volt, 3 phase circuit breakers or distribution panel in this price.

We thank you for the opportunity to submit this quotation.

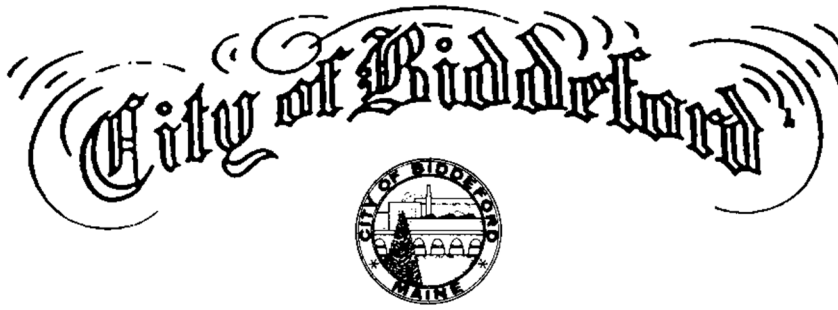
Sincerely,

A handwritten signature in black ink, appearing to read 'Fred W. Miller', with a long, sweeping horizontal line extending to the right.

Fred W. Miller

President

milrefco@maine.rr.com



2018.136 **IN BOARD OF CITY COUNCIL...November 20, 2018**
Order Providing For: ISSUANCE OF UP TO \$365,000 CITY OF BIDDEFORD, MAINE REVENUE
OBLIGATION SECURITIES (ICE ARENA PROJECT)

WHEREAS, the Finance Authority of Maine Act, 10 M.R.S.A., Ch. 110, §§961 et seq., as amended (the "Act"), authorizes and empowers municipalities in the State of Maine to issue revenue obligation securities in order to provide financing for eligible projects within the corporate limits of the municipality, and to make and enter into all financing documents, security agreements, mortgages, contracts, and trust agreements necessary or convenient to carry out each such power; and

WHEREAS, the City of Biddeford, Maine (the "City"), a municipality of the State of Maine, acting through its City Council (the "Council"), is authorized and empowered by Section 1074 of the Act to issue its taxable municipal revenue bonds for the purpose of financing a replacement compressor system (the "Project") for the City's ice arena facilities known as the Biddeford Ice Arena (the "Arena"); and

WHEREAS, under the Act, taxable bonds issued pursuant to Section 1074 are not subject to any limitations or restrictions of any law which may limit the City's power to issue such taxable bonds or to the procedures set forth in Section 1063 or in Section 1064, subsection 1 of the Act; and

WHEREAS, the Council desires to authorize the issuance, sale and delivery by the City of its taxable revenue bonds in a principal amount not to exceed \$365,000, to finance the Project (the "Revenue Bonds"); and

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

Section 1. Pursuant to the Act, the acquisition, construction and installation of the Project on such terms and conditions terms as the City Manager shall determine, is hereby authorized and approved.

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

- a. The City is a duly organized municipality of the State of Maine and the City Council are the duly elected municipal officers of the City; and
- b. The Act authorizes and empowers the City to issue the Revenue Bonds and to use the proceeds thereof to finance the cost of the Project; and
- c. The Act authorizes the City to enter into financing documents including security agreements, mortgages, contracts, and trust agreements and all other contracts and agreements which are necessary or convenient to the exercise of its powers under the Act; and
- d. The City Council has determined that at all times there will be revenues and funds sufficient to pay the principal of and interest on the Revenue Bonds as they become due and payable and to pay the cost of operating, maintaining and repairing the Arena and the Project; and

- e. The proceeds of the Revenue Bonds in an aggregate principal amount not to exceed \$365,000 will be required and, when added to the funds provided by the City, will be sufficient to pay the estimated costs of the Project.

Section 3. Pursuant to Section 1074 of the Act, the City Council hereby authorizes and approves issuance of the City's taxable Revenue Bonds in an aggregate principal amount not to exceed \$365,000, to be designated "City of Biddeford, Maine, Revenue Bonds (Series [Year] - Ice Arena Project) (Federally Taxable)". The proceeds of the Revenue Bonds, if and when issued by the City, shall be used to finance the Project.

Section 4. The Revenue Bonds shall be executed in the name of and on behalf of the City by the City Treasurer, countersigned by its Mayor, and sealed with the seal of the City, attested to by its Clerk.

Section 5. The Revenue Bonds and may be secured by the Mortgage and the Security Agreement (both as defined below) and such other instruments as the Treasurer shall determine, and shall be in such denominations, with such dates, maturities (not to exceed 25 years), interest rates, call features (with or without premium), and other details as may be approved by the City Treasurer in his sole discretion, his approval to be conclusively evidenced by his execution thereof.

Section 6. The Revenue Bonds may be callable, with or without premiums, prior to their stated dates of maturity.

Section 7. **The Revenue Bonds shall be, and shall contain on their face, a statement substantially to the effect that the Revenue Bonds are, a limited obligation of the City and shall not constitute any debt or liability of the City, the State of Maine or any other political subdivision thereof or municipality therein or a pledge of the faith and credit of the City, the State of Maine or of any other such political subdivision or municipality, but shall be payable solely from revenues of the Project for which they are issued; and the issuance of the Revenue Bonds and the Bond Documents shall not directly or indirectly or contingently obligate the City, the State of Maine or any other political subdivision thereof or municipality therein to expend any funds of the City or to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.**

Section 8. The City Treasurer is authorized to approve, execute and deliver, in the name of and on behalf of the City, a mortgage of the Arena on such terms and conditions as the City Treasurer shall determine to secure the City's performance of the Revenue Bonds (the "Mortgage") and a security agreement with respect to the Arena pledging, among other things, the revenues of the Arena, to secure the City's performance of the Revenue Bonds (the "Security Agreement").

Section 9. The City Treasurer is authorized to approve, execute and deliver, in the name of and on behalf of the City, such other agreements, security agreements, assignments, instruments, documents and certificates, including title insurance, as the City Treasurer determines are necessary and proper to carry out (i) the completion and financing of the Project and (ii) the execution, sale, and delivery by the City of the Revenue Bonds (the "Bond Documents"), which Bond Documents shall be in such form and contain such terms, provisions, and conditions, not inconsistent herewith, as may be approved by the City Treasurer such approval to be conclusively evidenced by his execution thereof.

Section 10. The City Manager, City Treasurer, Mayor and Clerk are authorized in the name of and on behalf of the City to do or cause to be done all such other acts and things as may be necessary or desirable in order to effect the completion of the Project and the issuance, sale and delivery of the Revenue Bonds.

Section 11. If the City Treasurer, Mayor or Clerk are for any reason unavailable to approve and execute the Revenue Bonds or any of the Bond Documents, the person or persons then acting in any such capacity whether as an assistant, a deputy, as the "acting" official or otherwise, are each individually

authorized to act for such official with the same force and effect as if such official had herself or himself performed such act.

Section 12. If any of the officers or officials of the City who have signed or sealed the Revenue Bonds shall cease to be such officers or officials before the Revenue Bonds so signed and sealed shall have been actually authenticated or delivered by the City, such Revenue Bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Revenue Bonds had not ceased to be such officer or official; and also any such Revenue Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Revenue Bonds, shall be the proper officers and officials of the City, although at the nominal date of such Revenue Bonds any such person shall not have been such officer or official.

Section 13. All prior actions of the City Manager or City Treasurer taken with respect to the Project be and hereby are ratified, approved and confirmed.

Section 14. During the term of the Revenue Bonds, all authority granted pursuant to this Order shall be, remain and continue, in full force and effect without the necessity of any further action of the City Council.

Section 15. The City Manager is authorized to execute and deliver from time to time one or more Management Agreements on such terms and conditions as the City Manager shall determine, for the operation of all or such portion or portions of the Arena as the City Manager shall determine.

Section 16. The City Manager is authorized to execute and deliver from time to time one or more leases on such terms and conditions as the City Manager shall determine for the lease of such portion or portions of the Arena as the City Manager shall determine, including a lease of a portion of the Arena for use as a shop for the sale and servicing of ice skating and ice hockey equipment.

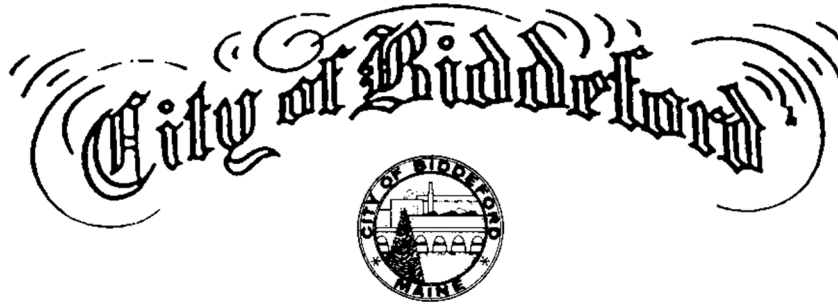
Section 17. The provisions of this Order shall take effect immediately.

I hereby certify that this is a true copy of the order adopted by the City of Biddeford City Council on November 20, 2018.

A true copy,

Attest: _____
Biddeford City Clerk

Date: _____



IN BOARD OF CITY COUNCIL...NOVEMBER 20, 2018
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Carolyn Southwick
16 Congress Street
Ward 4

to the *Biddeford Police Advisory Committee*, for a term to expire in December 2022.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: 10/12/18

Name: Carolyn Southwick

Street Address: 16 Congress St.
Biddeford

Mailing Address:
(if different) _____

Phone Number(s): 207-284-5149, 207-229-3016 (cell)

Email Address: winepower@maine.rr.com

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

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

CITY OF BIDDEFORD
Committee Application

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

N/A

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

I have worked for school dept. for many years so I have worked with the public. I also was an Union President for a long time

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

I love the City of Biddeford and would like to serve her.

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