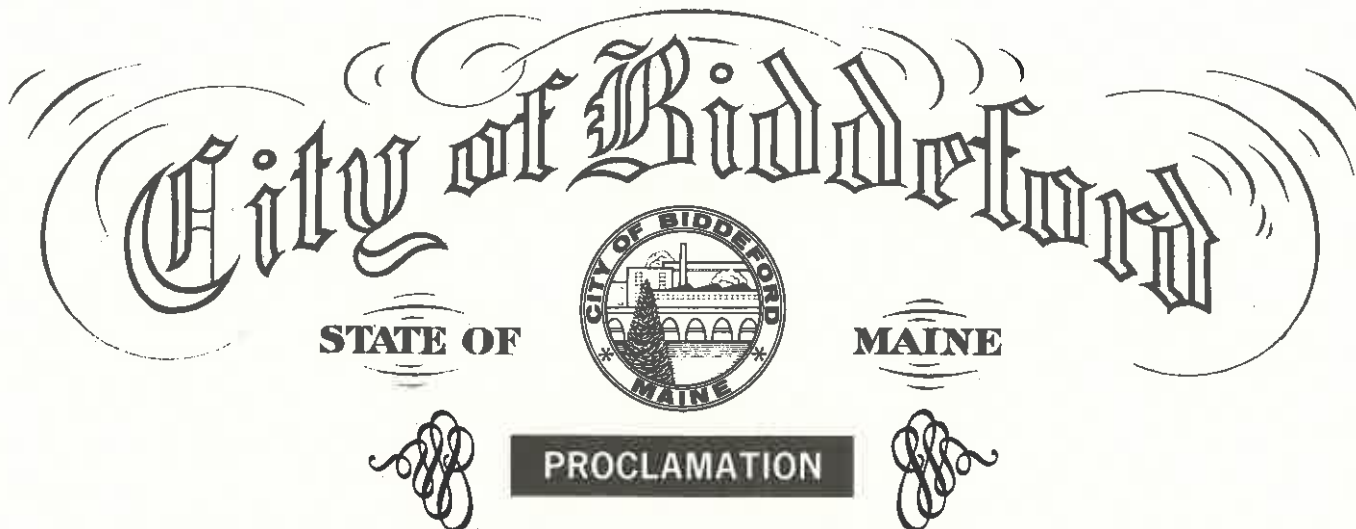


City of Biddeford
City Council
November 01, 2016 6:00 PM Council Chambers

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Proclamation:**
 - 4.a. Proclamation: Small Business Saturday
[11-01-2016 Proc-Small Business Saturday-PDF.pdf](#)
- 5. Presentation:**
 - 5.a. Update: Refinancing of General Obligation Bonds
[11-01-2016 Refinancing of Bonds Schedule.doc](#)
[11-01-2016 Refinancing of Bonds-Savings.pdf](#)
- 6. Consideration of Minutes:**
 - 6.a. October 18, 2016 Council Meeting Minutes
[10-18-2016 Council Meeting Minutes.docx](#)
- 7. Second Reading:**
 - 7.a. 2nd Reading: Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-100-Disability Parking/Various Amendments
[10-18-2016 Disability Parking-various amendments.doc](#)
- 8. Orders of the Day:**
 - 8.a. Authorization/Sale of Tax Acquired Non-Single Family Properties
[11-01-2016 Sale of Tax Acquired Parcels-ORDER.docx](#)
[11-01-2016 List of Non-single Family Props for Sale.xlsx](#)
 - 8.b. Approval/Purchase of 5,000 lb Low-Bed Trailer/Nortrax Equipment
[11-01-2016 Purchase of Low-Bed Trailer-PW-ORDER.docx](#)
[11-01-2016 50000 Trailer-Bid Opening.docx](#)
 - 8.c. Authorization/Agreement with LaKermesse Franco-Americaine
[11-01-2016 LaKermesse Agreement-ORDER.doc](#)
[11-01-2016 LaKermesse Agreement-MEMO.docx](#)
[11-01-2016 LaKermesse Agreement.doc](#)
 - 8.d. Approval/Blanket Letter of Approval/Game of Chance & Beano/Bingo Applications for 2017
[11-01-2016 Blanket Letter of Approval-Game of Chance-Bingo.docx](#)
[Blanket Letter of Approval-Gaming.doc](#)
- 9. City Manager Report**
- 10. Other Business**
- 11. Council President Addressing the Council**
- 12. Mayor Addressing the Council**
- 13. Executive Session**
 - 13.a. Executive Session: 1 MRSA405(6)(C)..Real Estate Issue

14. Adjourn



Whereas the government of Biddeford, Maine celebrates our local small businesses and the contributions they make to our local economy and community. According to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years, and

Whereas, small businesses employ over 49 percent of all businesses with employees in the United States; and

Whereas, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

Whereas, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

Whereas, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

Whereas, Biddeford, Maine supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

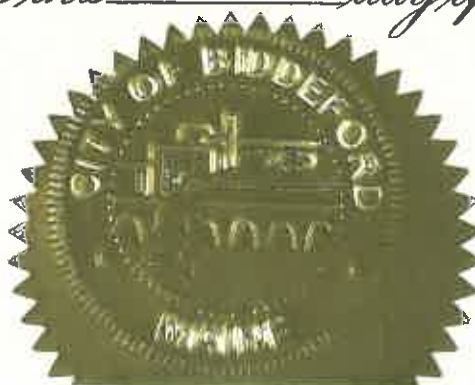
Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Alan Casavant, Mayor of Biddeford, Maine do hereby proclaim, **November 26, 2016**, as **SMALL BUSINESS SATURDAY** and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

*In Witness Whereof, We, the undersigned, have herewith
affixed our signatures this 1st day of NOV. 2016*

Carmen J. Mon

City Clerk



Mayor

October 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**Chronology Relating to the Sale of
City of Bidderord, Maine
2016 General Obligation Bonds**

DATE	ACTION
☐ Oct 17	Notify Bond Counsel, Paying Agent, Rating Agencies, CUSIP and DTC.
☐ Oct 24	Draft of 2016 CAFR from City.
☐ Nov 1	First draft of POS distributed; First draft Closing Agenda distributed.
☐ Nov 8	Second draft of POS distributed; First draft BPA and Bond Opinion distributed.
☐ Nov 10	<i>Due diligence.</i>
☐ Nov 11	Veterans Day (State Holiday).
☐ Nov 14	Third draft of POS distributed; Second draft BPA distributed.
☐ Nov 14	POS sign-off conference call (3:00 pm).
☐ Nov 14	Final draft of POS; POS to printer.
☐ Nov 14	POS and info to Rating Agencies
☐ Nov 18	Receive CAFR from City.
☐ Nov 18	Electronic POS to rating agency and investors.
☐ Nov 24	Thanksgiving Day (National Holiday).
☐ Nov 25	Assignment of ratings.
☐ Nov 28	<i>Initial Pricing Call (4:00 pm).</i>
☐ Nov 29	<i>Pricing.</i>
☐ Nov 29	Verbal Award (12:30 PM-ish).
☐ Nov 29	Send to Verification Agent (1:30 PM-ish).
☐ Nov 29	Receive Verification Confirmation (4:00 PM-ish)
☐ Nov 30	Written Award & BPA (10:00 AM-ish).
☐ Nov 30	Apply/receive CUSIP(s). (10:15 AM-ish/11:30 AM-ish).
☐ Nov 30	Allocation to purchasers..
☐ Nov 30	Notify Bond Counsel, Paying Agent, CUSIP and DTC.
☐ Nov 30	Draft of IRS Form 8038-G.
☐ Dec 7-8	City executes Bonds and Closing Documents; deliver to Bond Counsel.
☐ Dec 12	FA receives and forwards Bonds and Opinion to Paying Agent.
☐ Dec 15	<i>DTC releases; Settlement w/purchaser; Bond Proceeds placed in Escrow.</i>
☐ Dec 15	Notify Paying Agent to notify 2010 & 2011 Bondholders.
☐ Dec 15	Submit Material Event Notice (Calls) to EMMA

<u>Sewer, CSO and WWTF (2010 Bonds)</u>					
	Prior Sewer	(less Ref'd'd)	2016 Bonds	New Total	Savings
2016	1,262,023	0	0	0	0
2017	1,250,757	(146,559)	93,533	1,197,731	53,026
2018	1,225,521	(293,119)	280,600	1,213,002	12,519
2019	1,198,922	(293,119)	280,600	1,186,404	12,519
2020	1,170,962	(293,119)	280,600	1,158,443	12,519
2021	1,143,001	(1,048,119)	1,005,800	1,100,682	42,319
2022	1,110,090	(1,017,919)	971,300	1,063,471	46,619
2023	859,479	(987,719)	941,900	813,660	45,819
2024	836,118	(957,519)	912,500	791,099	45,019
2025	812,757	(927,319)	883,100	768,538	44,219
2026	789,396	(897,119)	853,700	745,977	43,419
2027	766,001	(866,919)	824,300	723,382	42,619
2028	742,537	(836,719)	794,900	700,718	41,819
2029	718,323	(805,575)	760,600	673,348	44,975
2030	342,272	(453,488)	408,000	296,785	45,488
2031	105,874	0	0	105,874	0
2032	89,412	0	0	89,412	0
2033	87,723	0	0	87,723	0
2034	16,677	0	0	16,677	0
2035	16,514	0	0	16,514	0
2036	16,352	0	0	16,352	0
6/30/2015	14,560,709	(9,824,328)	9,291,433	12,765,791	532,895

PV Savings 382,097

PV Savings 5.284887%

<u>School (2011 Bonds)</u>					
	Prior School	(less Ref'd'd)	2016 Bonds	New Total	Savings
2016	4,098,192	0	0	0	0
2017	4,009,046	(425,600)	246,833	3,830,279	178,767
2018	3,918,282	(851,200)	774,975	3,842,057	76,225
2019	3,828,954	(851,200)	778,850	3,756,604	72,350
2020	3,726,127	(851,200)	777,650	3,652,577	73,550
2021	3,620,001	(851,200)	776,250	3,545,051	74,950
2022	3,517,391	(2,131,200)	2,058,450	3,444,641	72,750
2023	3,411,996	(2,080,000)	2,004,450	3,336,446	75,550
2024	3,305,418	(2,028,800)	1,955,350	3,231,968	73,450
2025	3,213,804	(1,977,600)	1,906,050	3,142,254	71,550
2026	2,011,513	(1,923,200)	1,846,750	1,935,063	76,450
2027	1,955,566	(1,868,800)	1,792,550	1,879,316	76,250
2028	1,899,525	(1,814,400)	1,738,350	1,823,475	76,050
2029	1,840,191	(1,756,800)	1,684,150	1,767,541	72,650
2030	1,780,763	(1,699,200)	1,625,050	1,706,613	74,150
2031	1,721,288	(1,641,600)	1,566,150	1,645,838	75,450
2032	1,661,813	(1,584,000)	1,509,225	1,587,038	74,775
2033	1,602,338	(1,526,400)	1,454,400	1,530,338	72,000
2034	1,465,600	(1,465,600)	1,390,175	1,390,175	75,425
2035	1,404,800	(1,404,800)	1,331,625	1,331,625	73,175
2036	1,344,000	(1,344,000)	1,268,750	1,268,750	75,250
6/30/2015	55,336,605	(30,076,800)	28,486,033	49,647,647	1,590,767

PV Savings 1,127,444

PV Savings 5.872106%

<u>Consolidated</u>					
	Prior Total	(less Ref'd'd)	2016 Bonds	New Total	Savings
2016	5,360,215	0	0	0	0
2017	5,259,803	(572,159)	340,367	5,028,010	231,793
2018	5,143,803	(1,144,319)	1,055,575	5,055,059	88,744
2019	5,027,877	(1,144,319)	1,059,450	4,943,008	84,869
2020	4,897,089	(1,144,319)	1,058,250	4,811,020	86,069
2021	4,763,002	(1,899,319)	1,782,050	4,645,733	117,269
2022	4,627,481	(3,149,119)	3,029,750	4,508,112	119,369
2023	4,271,475	(3,067,719)	2,946,350	4,150,106	121,369
2024	4,141,536	(2,986,319)	2,867,850	4,023,067	118,469
2025	4,026,561	(2,904,919)	2,789,150	3,910,792	115,769
2026	2,800,909	(2,820,319)	2,700,450	2,681,040	119,869
2027	2,721,566	(2,735,719)	2,616,850	2,602,698	118,869
2028	2,642,062	(2,651,119)	2,533,250	2,524,193	117,869
2029	2,558,513	(2,562,375)	2,444,750	2,440,888	117,625
2030	2,123,035	(2,152,688)	2,033,050	2,003,397	119,638
2031	1,827,162	(1,641,600)	1,566,150	1,751,712	75,450
2032	1,751,224	(1,584,000)	1,509,225	1,676,449	74,775
2033	1,690,060	(1,526,400)	1,454,400	1,618,060	72,000
2034	1,482,277	(1,465,600)	1,390,175	1,406,852	75,425
2035	1,421,314	(1,404,800)	1,331,625	1,348,139	73,175
2036	1,360,352	(1,344,000)	1,268,750	1,285,102	75,250
6/30/2015	69,897,315	(39,901,128)	37,777,467	62,413,438	2,123,662

PV Savings 1,509,542

PV Savings 5.711471%

<u>Sewer, CSO and WWTF (2016 Bonds)</u>			
	Ref'd'd Total	New Money	New Total
2016	0	0	0
2017	1,197,731	42,683	1,240,414
2018	1,213,002	300,425	1,513,427
2019	1,186,404	295,175	1,481,579
2020	1,158,443	289,925	1,448,368
2021	1,100,682	283,800	1,384,482
2022	1,063,471	276,800	1,340,271
2023	813,660	269,800	1,083,460
2024	791,099	262,800	1,053,899
2025	768,538	255,800	1,024,338
2026	745,977	248,800	994,777
2027	723,382	241,800	965,182
2028	700,718	234,800	935,518
2029	673,348	227,800	901,148
2030	296,785	215,900	512,685
2031	105,874	209,100	314,974
2032	89,412	203,150	292,562
2033	87,723	198,050	285,773
2034	16,677	192,950	209,627
2035	16,514	187,850	204,364
2036	16,352	182,750	199,102
2037		177,650	177,650
2038		172,550	172,550
	12,765,791	4,970,358	17,736,150

<u>2016 Roads Bonds Affect</u>			
	Prior City Debt	New Roads	New Total
2016	858,867	0	858,867
2017	835,617	65,383	901,000
2018	812,256	196,150	1,008,406
2019	786,823	471,950	1,258,773
2020	659,964	463,550	1,123,514
2021	605,319	453,750	1,059,069
2022	590,019	442,550	1,032,569
2023	554,969	431,350	986,319
2024	543,219	415,250	958,469
2025	531,569	404,250	935,819
2026	519,919	393,250	913,169
2027	509,103	382,250	891,353
2028	295,213	371,250	666,463
2029	286,088	360,250	646,338
2030	283,299	349,250	632,549
2031	21,250	338,250	359,500
2032	20,750	328,625	349,375
2033	20,250	320,375	340,625
2034	0	312,125	312,125
2035	0	303,875	303,875
2036	0	295,625	295,625
2037		287,375	287,375
2038		279,125	279,125
	8,734,492	7,665,808	16,400,300

**COUNCIL MEETING
OCTOBER 18, 2016**

Mayor Casavant called the meeting to order at 6:06 p.m.

Roll Call: Michael Swanton, John McCurry, Jr., Stephen St. Cyr, Robert Quattrone, Jr., Bob Mills, Rick Laverriere, Michael Ready, Laura Seaver, Marc Lessard

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

Adjustment to the Agenda:

Move Executive Session to just after the City Manager Report.

Consideration of Minutes: **September 28, 2016; October 4, 2016**

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

Vote: Unanimous.

Second Reading:

{For a copy of the ordinance amendments and first reading, see the Council Meeting minutes of August 2, 2016}

2016.69) Amendment/Land Use Regulations/Art. XIV-Shoreland Zoning Amendments

Motion by Councilor Mills, seconded by Councilor McCurry to remove the ordinance amendments from the table.

Vote: Unanimous.

Motion by Councilor Ready, seconded by Councilor Mills to grant the second reading of the order.

Motion by Councilor McCurry, seconded by Councilor Mills to amend the ordinance with all the suggested edits/amendments as proposed by the City Planner.

Vote: Unanimous.

Vote on second reading, as amended: Unanimous.

Orders of the Day:

2016.90 IN BOARD OF CITY COUNCIL..OCTOBER 4, 2016

BE IT ORDERED, that the City Council of the City of Biddeford does hereby adopt the following ***Delinquent Property Tax Policy:***

Section I – Purpose

The purpose of this policy is to establish clear and fair guidelines for the collection of delinquent property taxes that reflect State statutes.

Section II – Commercial (including Industrial) and multi-family real property

The Tax Collector shall notify commercial, industrial or multi-family taxpayers when their taxes are overdue and to try to make arrangements for payments of all past due taxes, interest and penalties.

If the taxpayer fails to pay all past due taxes, interest, penalties and costs, sale of the property shall be commenced by a sealed bid process within a reasonable period after automatic foreclosure. Such sale proceedings shall be initiated against all taxpayers with respect to commercial, industrial and multi-family real property who have more than one year of delinquent taxes due, or who have one year of delinquent taxes due which is more than one year in arrears. Any exceptions to the foregoing regarding any individual property shall require approval by vote of the ~~Finance Committee~~ City Council.

Section III – Single-family residential real property

The Tax Collector shall notify taxpayers when their taxes are overdue and try to make arrangements for payments of all past due taxes, interest and penalties.

The Treasurer is authorized to enter into a delinquent tax payment agreement with any taxpayer with delinquent property taxes with respect to the taxpayer's single-family residential property. A taxpayer

who desires to enter into a delinquent tax payment agreement must do so within six months of the property becoming tax acquired. A delinquent tax payment agreement shall include:

- The name of the property owner;
- The parcel number of the delinquent tax account;
- The tax years covered under the agreement;
- The payment plan negotiated with the taxpayer;
- A statement clearly stating that the agreement will be voided if a payment is not received as scheduled unless prior agreement is received from the Tax Collector;
- A clear statement that if the agreement is voided the account will immediately become eligible for tax sale or within a reasonable time after automatic foreclosure if automatic foreclosure has not yet occurred; and
- A clear statement that if the agreement is voided the taxpayer forfeits his or her right to enter into a subsequent tax payment agreement.

The payments under any delinquent tax payment agreement shall be at a minimum sufficient to repay all past due taxes, interest, penalties and costs and to bring the taxpayer current with respect to the property within three years of entering into the delinquent tax payment agreement.

Annually, the Tax Collector shall review all delinquent tax payment agreements to make sure (1) taxpayers who have entered into such agreements are complying with those agreements and (2) the payment terms continue to be sufficient to resolve all outstanding amounts within three years from when the agreement was made.

If there already has been an automatic foreclosure of the single-family residential property, the delinquent tax payment agreement may provide for the conveyance of the property by quit claim deed to the taxpayer but only after all taxes, assessments, liens and other charges, including interest thereon, have been paid and the taxpayer otherwise has complied with all provisions of the agreement.

If for any reason the taxpayer with delinquent property taxes does not enter into a delinquent tax payment agreement or does not enter into such agreement within six months of the property becoming tax acquired, or fails to comply with a delinquent tax payment agreement, and the single-family residential property has become tax acquired, sale of the property shall be commenced by a sealed bid process. If an automatic foreclosure has not yet occurred, the sale shall be commenced within a reasonable period after automatic foreclosure. Any exceptions to the foregoing regarding any individual property shall require approval by vote of the ~~Finance Committee~~ City Council.

Policy Implications/Dates

<u>Unpaid tax bill</u>	➤	<u>30-60 days – make contact</u>
<u>Attempt Voluntary Repayment Plan</u>	➤	<u>30-60 days of placement of lien</u>
<u>Tax acquired properties (matured tax liens)</u>		
<u>Commercial</u>	➤	<u>10 – 30 days for repayment</u>
<u>Fails to pay</u>	➤	<u>Commence sale process</u>
<u>Residential</u>		
<u>Enter into mandatory repayment plan</u>	➤	<u>Within 6 months of tax acquired</u>
<u>Fails to enter into agreement</u>	➤	<u>Commence sale process</u>
<u>Fails to follow agreement</u>	➤	<u>30 days to cure default</u>
<u>Fails to cure default</u>	➤	<u>Commence sale process</u>

Six month review for compliance

One year review for compliance and to make sure terms still sufficient to resolve all outstanding amounts within 3 years.

<u>State Law/Process</u>		
<u>30-day Notice of lien</u>	➤	<u>9 to 12 months from commitment date (date Assessor commits taxes to Tax Collector, usually a few days after Council sets the budget)</u>
<u>Lien Maturity</u>	➤	<u>18 months from placement of lien</u>
<u>Notice of lien maturing</u>	➤	<u>30-45 days before lien maturity</u>
<u>To avoid losing property</u>	➤	<u>Before lien matures - requires payment of all taxes, costs & interest</u>
<u>Once Lien Matures</u>	➤	<u>Taxpayer loses property and City becomes owner</u>

Motion by Councilor McCurry, seconded by Councilor Laverriere to remove the order from the table.
Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Mills to amend the order by changing the approval by the Finance Committee to the City Council; and that the policy include an “Implications/Dates” section.
Vote on amendment: Unanimous.

Vote on policy, as amended: Unanimous.

2016.95 **IN BOARD OF CITY COUNCIL...OCTOBER 18, 2016**
BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2014 John-Deere 650K LGP Dozer as per quote of October 7, 2016 (the “Equipment”) from Nortrax Equipment (the “Vendor”) and may pay the Vendor an amount not to exceed \$96,500.00 (before trade-in valued at \$7,000.00) 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 \$96,500.00;
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 \$96,500.00, (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 reviewed this item on October 18, 2016 and voted to recommend it to the City Council for approval. The lease-purchase of this item is included in the FY17 CIP budget for Public Works, with a down payment of \$12,000.

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

2016.96

IN BOARD OF CITY COUNCIL..OCTOBER 18, 2016

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-100 Disability Parking**, is amended by adding or ~~deleting~~ to read as follows:

~~Alfred Street, even-numbered side, one space before crosswalk in front of the Farm Store.~~

~~Alfred Street, even-numbered side, from the curb cut in front of 16 Alfred Street for 30 feet between crosswalks.~~

~~Birch Street, beginning at a point 113 feet northwest from the northwest corner of the intersection with Foss Street, thence northwesterly for a distance of 21 feet, one space in front of 63 Birch Street.~~

~~Bradbury Street, two spaces in front of the DAV hall.~~

~~Small's Court, , even-numbered side, one space in front of the Paul Bergeon residence, being 14 Small's Court.~~

~~St. Joseph Street, church side, from Elm Street to church side entrance.~~

Lester B. Orcutt Blvd., even-numbered side, beginning at a point 20 feet east of the intersection with First Street, thence easterly for a distance of 50 feet, St. Brendan's Chapel Mass times only – Saturday and Sunday – from May 1st to October 31st.

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

Vote: Unanimous.

Committee of the Whole: Discussion of Proposed Charter Revision Questions on the November 8, 2016 Municipal Referendum Election

Motion by Councilor Ready, seconded by Councilor Lessard to move into Committee of the Whole.

Vote: Unanimous.

Councilor Lessard likes the placement of the Police & Fire Commissions question as question 1; and he vocalized his support for question 1 and the abolishment of the Police and Fire Commissions. He stated that he knows of no other community in Maine that still has a Police and/or Fire Commission and he feels it's an archaic practice.

Councilor Laverriere stated that he does not support 15 out of 19 of the questions. Contrary to Councilor Lessard's comments, he is not in support of question 1 and feels the Commissions are very useful to their respective departments and should remain intact.

Councilor Ready agrees that the most important item is the first question and he supports it. He is fearful that there are so many questions on the municipal ballot that many voters will not go through all 19 of them; although he really hopes voters do take the time to do so.

Councilor McCurry whole-heartedly agrees with the comments from Councilor Lessard and Councilor Ready regarding the abolishment of the Police and Fire Commissions. However, he does not necessarily support many of the other questions.

Councilor Mills appreciates the work of the Charter Commission on coming up with the Charter questions and urged the voters to read the questions carefully before voting.

Councilor St. Cyr asked what the numbers would be associated with questions 2 (revaluation) and 4 (CIP budget). City Manager, Jim Bennett explained that if approved by the voters, question 4 would not be more of a burden of what is typically being budgeted now by Councils (about \$1.5 million). Charter Commission Chair, Paul Therrien explained that question 4 would reflect a \$.04 increase per \$100,000 of assessed value.

Councilor St. Cyr went on to question Charter question 8 and why the Ward Councilors were not listed. Mr. Therrien explained that the current Charter language for the Recall of a Ward Councilor is sufficient; however, the Charter felt the number of signatures needed to Recall the Mayor, an At-Large Councilor or a School Committee member should be lower, hence the proposed Charter revision.

Councilor St. Cyr also questioned Charter question 12 and the purpose behind it. Mr. Therrien explained that the ten positions listed are the thought-to-be necessary positions to run the City.

Councilor Seaver expressed confusion with question 12. As written, she feels that the City would need to hire more staff, namely a City Treasurer (since it's understood that the Finance Director currently serves as the City Treasurer). City Manager, Jim Bennett explained that if this question were to be approved by the voters, he (as City Manager) would assume the title of City Treasurer, and then end up delegating the work back to the Finance Director. Mr. Bennett went on to explain that the intent of this question is to clean up who answers to whom within the administration. Councilor Seaver does not feel the question reflects that intent.

Councilor Ready's concern about question 12 is that it still leaves the issue unclear and inconsistent.

Councilor Lessard is concerned that the listed positions may change over time; and if this question is approved by the voters, then future councils would be tied to this language, even if certain positions would not necessarily still be needed, or may morph into something different.

Councilor McCurry is also concerned about listing particular positions and how it ties the hands of future councils.

Councilor Mills agrees that question 12 is unclear; which is why he is encouraging voters to read the questions very carefully.

Councilor Quattrone thanked the Charter Commission for all their hard work. He doesn't support many of the questions, and feels that some of the questions are reactionary to some of the events that went on in the community over the past year or two. He feels the quantity of the questions should have been limited since 19 questions are just too many for a lot of the voters to get through.

Councilor Seaver has a concern with question 17 and the lack of a definition of "goods and services." She will be voting no on most of the questions.

Councilor McCurry feels that the fact that question 9 is directed at the Mayor does not make much sense since it's the Councilors who have all the voting power.

Motion by Councilor McCurry, seconded by Councilor Lessard to move out of Committee of the Whole.

Vote: Unanimous.

Committee of the Whole: Discussion – Newspapers Left on the Ground

Motion by Councilor McCurry, seconded by Councilor Mills to move into Committee of the Whole.

Vote: Unanimous.

Councilor Lessard strongly feels that something HAS to be done and the leaving of newspapers on the ground around the City has to stop.

Councilor Laverriere feels that if the newspapers are left on the ground and the newspaper companies are not going out and picking them up after a day or so, then the newspaper companies should be fined.

Councilor Mills suggested coming up with a policy that would address the bags that the newspapers are in, which would then allow the City to circumvent the newspaper company's stance that it's a matter of free speech to distribute the newspapers.

Councilor McCurry agrees that the issue needs to be addressed, and he suggested that something be done possibly in conjunction with Saco.

City Manager, Jim Bennett and City Solicitor Keith Jacques offered to come up with some legal solutions. This issue will first be worked through by the Policy Committee and ultimately brought to the full Council for approval.

Councilor Ready agrees with working with Saco to come up with a solution.

Motion by Councilor McCurry, seconded by Councilor Lessard to move out of Committee of the Whole.

Vote: Unanimous.

City Manager Report:

City Manager, James Bennett made the following comments:

- On Monday, Oct. 17th, the 8th edition of the Biddeford Beat was released. He hopes that folks are finding the newsletter informative.
- Over the past few months, City Staff has been making efforts to improve teamwork and cooperation among the City Departments and all Staff Members. Just last week, a couple of employees organized an ice cream social, with all extra donations going toward Breast Cancer Awareness.
- He noted that he has never worked in a community where there is more Staff outreach to the community. He cited City Planner, Greg Tansley and Code Enforcement Officer, Roby Fecteau as examples of this when they held meetings with the citizens to address concerns with the recently approved Shoreland Zoning amendments.
- He noted that per State Law, the City will need to have at least 30% of voters actually vote on the Charter Revision questions for them to be considered approved.
- On a final note, he recognized all the operations and efforts put forth by the Police Department, who often do their work without acknowledgment. The most recent example of this is the institution of Operation Safe Zone.

Executive Session: 1 MRSA 405(6)(D)..Update on Labor Contract Negotiations

Motion by Councilor McCurry, seconded by Councilor Laverriere to move into Executive Session.

Vote: Unanimous.

Time: 7:24 p.m.

Motion by Councilor McCurry, seconded by Councilor Lessard to move out of Executive Session.

Vote: Unanimous.

Time: 8:13 p.m.

Other Business:

Councilor Ready: reminded folks that on Sunday, October 30th, and all Sundays in November, the Public Works facility will be open – including the recycling, large item container and leaf/brush drop off.

Councilor McCurry: announced that this Saturday, Oct. 22nd from 10:00 a.m. to 2:00 p.m. there will be a Drug Take Back at the Public Works Dept and at Market Basket.

If the State Referendum question to legalize marijuana is approved in November, Councilor McCurry thinks that the Council needs to be thinking about putting some regulations into place for a local ordinance in the very near future.

With all the new development at UNE, Councilor McCurry would like the City to re-look at the PILOT program with some of the City's non-tax paying entities.

Councilor Swanton: asked City Clerk, Carmen Morris to explain about the extended hours that the City Clerk's Office has scheduled. She announced that the City Clerk's Office will be open on the next two Saturdays, October 22nd and 29th for voter registration and absentee voting only. Also, the Clerk's Office will be open on Thursday, November 3rd until 7:00 p.m. 5:00 p.m. to 7:00 p.m. is for voter registration and absentee voting only. She also reminded folks that November 3rd is the last day that voters can request an absentee ballot; and that voters have until and on election day to return their absentee ballots.

Councilor Mills: had received a call from a constituent who lives on Cutts Street and would like the City to look into improving the sidewalks on this street.

Councilor Mills asked City Solicitor, Keith Jacques about the “auditing” of absentee ballots, which is something he read about on social media. He and Councilor Seaver have heard that absentee voter lists have been obtained and they are concerned about voters being contacted and being instructed how to vote. They questioned the legality of this. Mr. Jacques will look into what is going on.

Council President Addressing the Council: Councilor McCurry announced that the next Waterhouse Field meeting is scheduled for Tuesday, Oct. 25th at 7:30 p.m. (after the School Committee meeting).

Mayor Addressing the Council: Mayor Casavant thanked a number of people: He thanked the Biddeford Historical Society for putting on an all-day event to celebrate the founding of Vines Landing.

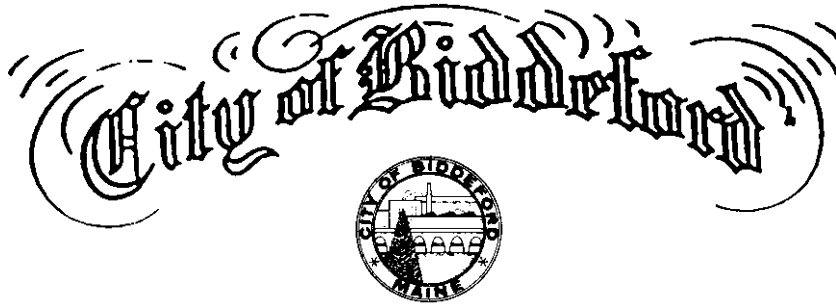
He thanked the 500 UNE students who did a cleanup around the City on Saturday; as well as the Biddeford High School athletes who were also around the City participating in a city-wide clean up.

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

Vote: Unanimous.

Time: 8:24 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



2016.96 **IN BOARD OF CITY COUNCIL..OCTOBER 18, 2016**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-100 Disability Parking**, is amended by adding or ~~deleting~~ to read as follows:

~~Alfred Street, even numbered side, one space before crosswalk in front of the Farm Store.~~

~~Alfred Street, even numbered side, from the curb cut in front of 16 Alfred Street for 30 feet between crosswalks.~~

~~Birch Street, beginning at a ;point 113 feet northwest from the northwest corner of the intersection with Foss Street, thence northwesterly for a distance of 21 feet, one space in front of 63 Birch Street.~~

~~Bradbury Street, two spaces in front of the DAV hall.~~

~~Small's Court, , even numbered side, one space in front of the Paul Bergeon residence, being 14 Small's Court.~~

~~St. Joseph Street, church side, from Elm Street to church side entrance.~~

Lester B. Orcutt Blvd., even-numbered side, beginning at a point 20 feet east of the intersection with First Street, thence easterly for a distance of 50 feet, St. Brendan's Chapel Mass times only – Saturday and Sunday – from May 1st to October 31st.

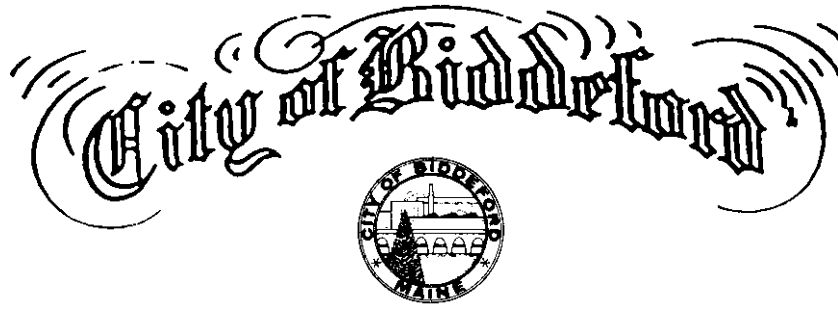
October 18, 2016

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

Vote: Unanimous.

Tax Acquired Non-single Family Real Property - Delinquent Taxes

	Owner	Address	Map/Lot	Assessed Value
Land Only	AAAAH, LLC	Off of West Street	4/16-3	6,800
Land Only	Roland Bracy & Vicki Watts	587 South St.	1/19	36,700
Land Only	Joseph Pierce & Eliza Pierce	223 River Rd.	6/14-2	4,300
Land Only	Albert Rheault	46 Meetinghouse Rd.	9/37	71,300
Land Only	Michael Salvas	9 Joshua Drive	80/27	75,900
Land & Building	William Wood	8 Piersons Lane	41/126	101,000



2016.98

IN BOARD OF CITY COUNCIL...NOVEMBER 1, 2016

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 50,000 lbs. trailer as per bid of October 24, 2016 (the "Equipment") from Nortrax Equipment (the "Vendor") and may pay the Vendor an amount not to exceed \$29,050.00 (before trade-in valued at \$6,000.00) 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 \$29,050.00;
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 \$29,050.00, (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 1, 2016 and vote to recommend it to the City Council for approval. The lease-purchase of this item is included in the FY17 CIP budget for Public Works, with a down payment of \$4,000.00.

Bid Opening for a 50, 000 lb Capacity Trailer

Present: Carl Marcotte Public Works Jim Swain Beauregard
 Kara Cote Public Works Adam Brock Nortrax

Bids were opened at the Public Works Department at 11:00 AM on October 24, 2016. We are recommending the low bid from Nortrax Equipment for a 50,000 lbs. Felling trailer with trade for the amount of \$23,050.00. This trailer is in the FY17 CIP budget 21204-60603 as a lease purchase.

HP Fairfield

50, 000 lb Capacity Trailer	\$26, 199.00
Trade In	\$N/A
Total Cost	\$26, 199.00

Nortrax

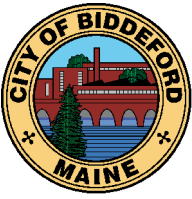
50, 000 lb Capacity Trailer	\$29, 050.00
Trade In	\$6,000.00
Total Cost	\$23, 050.00

Beauregard

50, 000 lb Capacity Trailer	\$27, 550.00
Trade In	\$3, 100.00
Total Cost	\$24, 450.00

19

City of Biddeford, Maine



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Honorable Mayor Casavant Honorable City Council
FROM:	James A. Bennett, City Manager
DATE:	October 27, 2016
RE:	November 1, 2016 Meeting

Please note the workshop that is scheduled to begin at 5:15 PM with the Downtown Task Force
Workshop:

The workshop is set up for two reasons. First, the task force will present an update on the work to date and their work plan for the immediate future. They plan on a brief presentation (5 to 10 minutes) so the Council has time (10 to 15 minutes) to ask questions.

The second part of the workshop is a presentation on how a parking structure could be paid for without having any general property taxes being used. Staff will present a brief presentation that will allow time for Q&A.

Council Meeting:

4. Upon the request of the Finance Committee, staff will provide the update for the benefit of the entire City Council.

Second readings:

- 16.96. There is no new or additional information that is being provided since first reading.

Orders of the day:

- 16.97. This item is forwarded from the Finance Committee. Each property that is listed has not paid the property taxes and further has failed to make or keep payment arrangements with the City. Pursuant to the newly adopted policy, placing the properties up for sale by sealed bid is the next step in the policy.
- 16.98. This item will be acted on by the Finance Committee prior to the meeting. Their recommendation will be shared on Tuesday evening.
- 16.99. The revised *draft* agreement is included within the package and in strikethrough format. At the time of the posting, LaKermesse officials have not been able to review the draft. As such, we may have some minor modifications to provide on Tuesday evening.
- 16.100. This is an annual request. Staff has expressed no concerns with the approval.

AGREEMENT
CITY OF BIDDEFORD and LAKERMESSE FRANCO-AMERICAINE

WHEREAS, on November 1, 2016, the Biddeford City Council authorized and granted permission to LAKERMESSE FRANCO-AMERICAINE de BIDDEFORD INC., (hereinafter LAKERMESSE or LAKERMESSE FRANCO-AMERICAINE) to use St. Louis Field for the purpose of holding the LAKERMESSE FESTIVAL for a period of five (5) years; and

WHEREAS, by further order, the City Council, directed that a writing be prepared memorializing the terms of this Agreement; and

WHEREAS, the Parties desire to formalize the terms by which LAKERMESSE FRANCO-AMERICAINE de BIDDEFORD INC. has use of St. Louis Field,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, The City of Biddeford, and LAKERMESSE FRANCO-AMERICAINE de BIDDEFORD INC. agree as follows:

1. Dates of Use:

The City of Biddeford authorizes LAKERMESSE FRANCO-AMERICAINE to have exclusive use of St. Louis Field for the purpose of holding the LAKERMESSE FESTIVAL. LAKERMESSE may take possession of the field not earlier than ten (10) days prior to the official start date of festival activities at St. Louis Field, unless an earlier date is specifically authorized by the Recreation Department Director. LAKERMESSE FRANCO-AMERICAINE shall vacate St. Louis Field not later than three (3) days after the close of the festival. The City may require a delay in equipment being removed from the field in order to prevent damage. In these cases, the three (3) day would be extended and LAKERMESSE (and their vendors) shall comply. Members of the Festival shall meet with the Parks and Recreation Department Director,

or other designated city official, prior to January 1st of each calendar year to discuss an entry date onto the field and confirm specific dates which commence the Festival's actual use of the field. By mutual agreement, the Parties may amend or extend these dates, due to unforeseen weather events or conditions.

2. Description of Premises:

The use of St. Louis Field shall be restricted to the fenced-in area that encompasses St. Louis Field and specifically excludes the fenced-in area that is commonly referred to, or is known as Field Number One (1) and the field hockey field., unless specifically authorized by the City. Also specifically excluded are those buildings and/or structures that are adjacent to Field Number One, and used by the City of Biddeford as storage or office space. Regarding the use by LAKERMESSE of Baseball Field Number Two (2), infield grass area shall be fenced off and no structure shall be place in the fenced area.

Consistent with the 2015 operations, carnival rides and/or food/vendor vehicles will be limited to the close section of Prospect St and/or the paved area of Waterhouse field.

3. In Kind Services:

A. Police Services:

The City of Biddeford shall provide up to Four Thousand Dollars (\$4,000.00) in actual costs for providing municipal police services by the Biddeford Police Department during a municipal fiscal year. These services include the actual cost of wages plus benefits of any Biddeford Police employee, who is involved in the planning, directing or supervision of the events before, during and after the festival, as well as any event leading up to and including the

block party and/or any other event(s) sanctioned by LAKERMESSE during the municipal fiscal year. LAKERMESSE shall provide, at its own expense, security personnel and/or event staff prior to and during all events held in those areas where access is controlled by LAKERMESSE through paid admission or other access controls. Nothing herein is intended to prevent a police response to those controlled areas, as determined by the Chief of Police. Cost for use of Biddeford police services by LAKERMESSE that exceeds the allotted Four Thousand Dollars (\$4,000.00) will be billed to LAKERMESSE for reimbursement to the City. LAKERMESSE will not be provided any "differential" or receive any credit for any unused amount of municipal police services, nor shall the City of Biddeford pay for; or reimburse LAKERMESSE for any costs associated with the use of another police agency; or for private contracted security services; or for any other cost or expense not directly attributed to the Biddeford Police Department. The allotted amount for police services may be changed if authorized by Order of the Biddeford City Council following a review by the City Manager and Police Chief, and a request by LAKERMESSE.

B. Public Works Services: The City of Biddeford will provide pre-and-post public works services, excluding any services expended for damage or repair to City facilities that are caused by the negligence of LAKERMESSE officials, its subcontractors, vendors, or patrons of the Festival; or for the failure of LAKERMESSE to exercise proper care and protection of city facilities and equipment. The Department of Public Works shall provide specific services that include, but are not limited to, the transporting, transferring or storage of equipment, assisting in field set-up, waste removal, and moving services. LAKERMESSE will be billed for the cost of repair or replacement of damages or repair to City facilities as provided herein.

C. Fire Department Services: The City of Biddeford will provide Fire Department Services that include, but are not limited to: fire suppression, fire prevention, consultation, and emergency medical services, which may include transportation to a medical facility. Whenever practical, and unless emergency circumstances dictate otherwise, the City of Biddeford Fire Department will maintain a fully equipped and manned Rescue unit at St. Louis Field during the period from 6:00 p.m. to closing on Friday and Saturday nights of the Festival, and from 3:00 p.m. to 8:00 p.m. on Sunday, with a cost of wages and benefits not to exceed \$3,500 which shall be paid by the City of Biddeford. The Fire Chief may either modify or provide additional emergency services coverage as the Chief deems appropriate, or as special circumstances may warrant. Cost for Emergency Medical Services that exceed \$3,500 shall be paid by LAKERMESSE directly to the City. The allotted amount for Emergency Medical Services may be changed by Order of the Biddeford City Council following a review by the City Manager and Fire Chief, and a request by Festival officials every five (5) years.

4. **Reimbursement to City:**

LAKERMESSE FRANCO-AMERICAINE will reimburse the City of Biddeford for any damage or repair to City facilities that are caused by the negligence of LAKERMESSE officials, subcontractors, vendors or patrons of the Festival; or for the failure of LAKERMESSE to exercise proper care and protection of city facilities and equipment. This requirement shall include all City facilities specifically including, but not limited to: the St. Louis Field, the Mechanic's Park, or any other facility, area or property that is owned or operated by the City of Biddeford.

5. **Liability Disclaimer:**

At all times during the term of this Agreement, LAKERMESSE FRANCO-AMERICAINE shall be an independent State of Maine, non-profit corporation and shall maintain and show proof of on an annual basis to the City Manager, all necessary, sufficient liability insurance coverage, with inclusion of the City of Biddeford as a named insured. LAKERMESSE maintains certain items of personal property at St. Louis Field on a year round basis as set forth in "Exhibit A" to this Agreement; LAKERMESSE maintains certain items of personal property at the Department of Public Works on a year round basis as set forth in "Exhibit B" to this Agreement; LAKERMESSE maintains certain items of personal property at Mechanic's Park on a year round basis as set forth in "Exhibit C" to this Agreement; LAKERMESSE maintains certain items of personal property at The Richard Martin Community Center on a year round basis as set forth in "Exhibit D" to this Agreement. LAKERMESSE shall indemnify and hold the City of Biddeford fully harmless from any costs, claims or liability arising out of the use, existence, storage and maintenance of any such items.

6. **Adherence to Federal & State of Maine laws, and City Ordinances and Policies:**

Nothing in this agreement is intended to relieve LAKERMESSE Officials, or any other person from complying with all applicable Federal and State of Maine laws, and City of Biddeford Code of Ordinances and adopted policies of the City. Further, inasmuch as the City of Biddeford allows use of its property by LAKERMESSE, the City of Biddeford does not permit or allow the possession or consumption of alcoholic beverages on or within its property at any time. Any exception must be specifically authorized by the City and a license issued by the State of Maine Bureau of Alcoholic Beverages. LAKERMESSE, shall not solicit, permit or allow

exhibitions or entertainment that are lewd, lascivious, or are otherwise deemed offensive or immoral.

7. Terms and Conditions:

The terms of this Agreement shall remain in full force and effect until November 3, 2021, unless the City of Biddeford sells, gives away or otherwise transfers ownership of the property herein described, at which time this Agreement becomes null and void. This Agreement may be altered, amended, or revoked by the Biddeford City Council if after Notice and Hearing the City Council determines (1) that LAKERMESSE FRANCO-AMERICAINE de BIDDEFORD INC. is failing or refusing to comply with the provisions and restrictions contained in this Agreement, or (2) that the continuation of the LAKERMESSE FESTIVAL is contrary to the safety and welfare of the citizens of Biddeford. Further, this Agreement may be altered, amended or revoked upon mutual written agreement by both Parties, with or without consideration.

8. Reasonable Limitations:

The parties shall meet annually to review the proposed plans for the use of the facility. The City shall, through the appropriate staff, be allowed to make changes to physical layout and the uses of city property that are reasonable to protect the public and the public's investments. In addition, the City, through the appropriate staff, shall have the authority to require limitations, restrictions or other requirements it deems appropriate to protect the public and the public investments. Should LAKERMESSE deem the changes requested by city staff, they may request the City Council to make the final determination.

9. Renewal:

It is the expectation that the agreement may be renewed for an additional five (5) years. Said renewal may be requested by LAKERMESSE anytime after September 1, 2019. Approval of the renewal shall require formal approval by the City Council.

10. Venue Change

The City shall have the right to offer an alternative location that it deems to be equal to or better. If said location is offered, the City shall meet with LAKERMESSE to discuss the new location. The City may mandate the change to the proposed new location so long as LAKERMESSE is given one year written notice following the meeting to discuss the proposed change.

LAKERMESSE FRANCO-AMERICAINE
de BIDDEFORD, INC.

Dated: _____

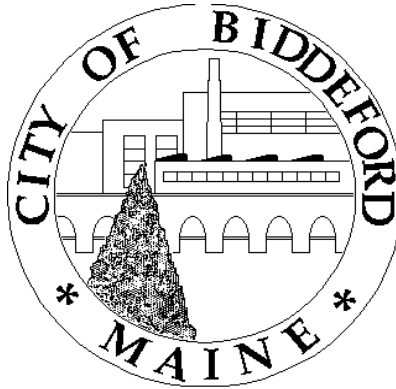
By: _____

CITY OF BIDDEFORD

Dated: _____

By: _____

DRAFT



November 2016

Dept. of Public Safety, Gaming & Weapons Section
164 State House Station
Augusta, ME 04333-0164

To Whom It May Concern:

The Municipal Officers of the City of Biddeford, at their Council meeting of November 1, 2016, granted a "blanket letter of approval" for any and all renewals of Beano/Bingo applications and Game of Chance applications for all applicable organizations in Biddeford. This "blanket letter of approval" will cover the calendar year of 2017.

*Municipal Officers
City of Biddeford*

_____	_____
_____	_____
_____	_____
_____	_____

ATTEST BY: _____

CARMEN J. MORRIS, CITY CLERK