

City of Biddeford
City Council
July 18, 2017 6:00 PM Council Chambers

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Public Hearing**
 - 4.a. Flourish-Arts As Sacred Healing
[7-18-2017 Flourish-Arts liquor license app.pdf](#)
- 5. Liquor License Consideration**
 - 5.a. Flourish-Arts As Sacred Healing
[7-18-2017 Flourish-Arts liquor license app.pdf](#)
- 6. Consideration of Minutes:**
 - 6.a. July 11, 2017 Council Meeting Minutes
[7-11-2017 Council Meeting Minutes.docx](#)
- 7. Second Reading:**
 - 7.a. 2017.73) Amendment/Ch. 58, Solid Waste/Sec. 58-62-Use of transfer station
[7-11-2017 Ch. 58-Use of transfer station.doc](#)
- 8. Orders of the Day:**
 - 8.a. 2017.78) Authorization/Purchase of Police Cruisers/Arundel Ford/FY18 CIP Budget
[7-18-2017 Police Cruisers-FY18-ORDER.docx](#)
[7-18-2017 Police Cruisers-BIDS.doc](#)
 - 8.b. 2017.79) Authorization/Purchase of Fire Department Vehicle/Quirk Auto Group/FY18 CIP Budget
[7-18-2017 Fire Dept Vehicle-FY18-ORDER.docx](#)
[7-18-2017 Fire Dept Vehicle-BIDS.doc](#)
 - 8.c. 2017.80) Approval/Funds from FY17 Carry Forward Accounts to FY18 Budget
[7-18-2017 Carry Over Funds from FY17 to FY18.docx](#)
 - 8.d. 2017.81) Approval/Amendments to City Manager Employment Contract
[7-18-2017 Employment Agreement Amendments-Bennett-ORDER.docx](#)
[7-18-2017 Employment Agreement-Bennett-clean version.docx](#)
- 9. City Manager Report**
- 10. Public Addressing the Council..(3 minute limit per speaker)**
- 11. Other Business**
- 12. Council President Addressing the Council**
- 13. Mayor Addressing the Council**
- 14. Adjourn**

and submit the

Corporate Information Required for Business Entities who are Licensees.

9. If not a publicly traded entity, ownership must add up to 100%.

DIVISION USE ONLY

License No:

Class:

By:

Deposit Date:

Amt. Deposited:

Cash Ck Mo:

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: HYPERLINK "mailto:MAINELIQUOR@MAINE.GOV"

MAINELIQUOR@MAINE.GOV

NEW application: ☒ Yes ☐ No

PRESENT LICENSE

EXPIRES _____

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: Flourish-Arts & Sacred Healing

APPLICANT(S) - (Sole Proprietor)

DOB: Maribeth Amber

DOB: 5-27-58

Address 26 Old Pool Rd

City/Town Biddeford ME State

Zip Code 04005

Telephone Number 508 728 4984 Fax

Number
Federal I.D. # 82-1239848

Email Address:
Please Print Maribeth.amber@gmail.com

Business Name (D/B/A)

Physical Location:

140 Main St Suite 105

City/Town Biddeford State ME

Zip Code 04005

Mailing Address Flourish

City/Town 140 Main St Ste 105 State ME

Zip Code 04005

Business Telephone Number 508 728 4984

Fax Number

Seller Certificate #:

or Sales Tax #:

Website: WWW.FLOURISHME.LIFE

If business is NEW or under new ownership, indicate starting date: 5/7/17

Requested inspection date: As soon as possible Business hours:

By appointment

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests:

2. State amount of gross income from period of last license: ROOMS \$ FOOD \$

LIQUOR \$

3. 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.

4. 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

Physical Location

City / Town

On Premise

Rev. 6-2017

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

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

7. Business records are located at:

36 Old Pool Rd Biddeford

8. Is/are applicants(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. Give maiden name, if married:

Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Maribeth Amber	5 27 1958	Mt Holly New Jersey

Residence address on all of the above for previous 5 years (Limit answer to city & state)

B 36 Old Pool Rd. Biddeford ME
Natick MA
Sherborn 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit financially either directly or indirectly 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: Steve Ebling

26 Plymouth Dr.
Saco ME

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

Suite 105 of 140 Main St., a large narrow rectangle space with 1/2 wall dividers, a bathroom, storage rooms, retail area, tea area, reading/sitting area & kitchette

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

YES ☐ NO ☐ Applied for: _____

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?

900'

Which of the above is nearest? church

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than your-

self in the establishment of your business? YES ☐ NO ☒

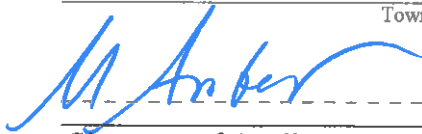
If YES, give details:

On Premise Rev. 6-2017

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: _____ on _____
Town/City, State Date



Please sign in blue ink

Signature of Applicant or Corporate Officer(s)
plicant or Corporate Officer(s)

Signature of Ap-

Maribeth Amber

Print Name

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)

\$ 10.00

Class I Spirituous, 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 Spirituous, 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 Spirituous 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 Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)

\$ 495.00

CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge

\$2,200.00

CLASS X: Class A Lounge

Class XI Spirituous, 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.

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

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).

Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.

Complete the Corporate Information sheet for all ownerships except sole proprietorships.

If you have any questions regarding your application, please contact us at (207) 624-7220.

DIVISION USE ONLY

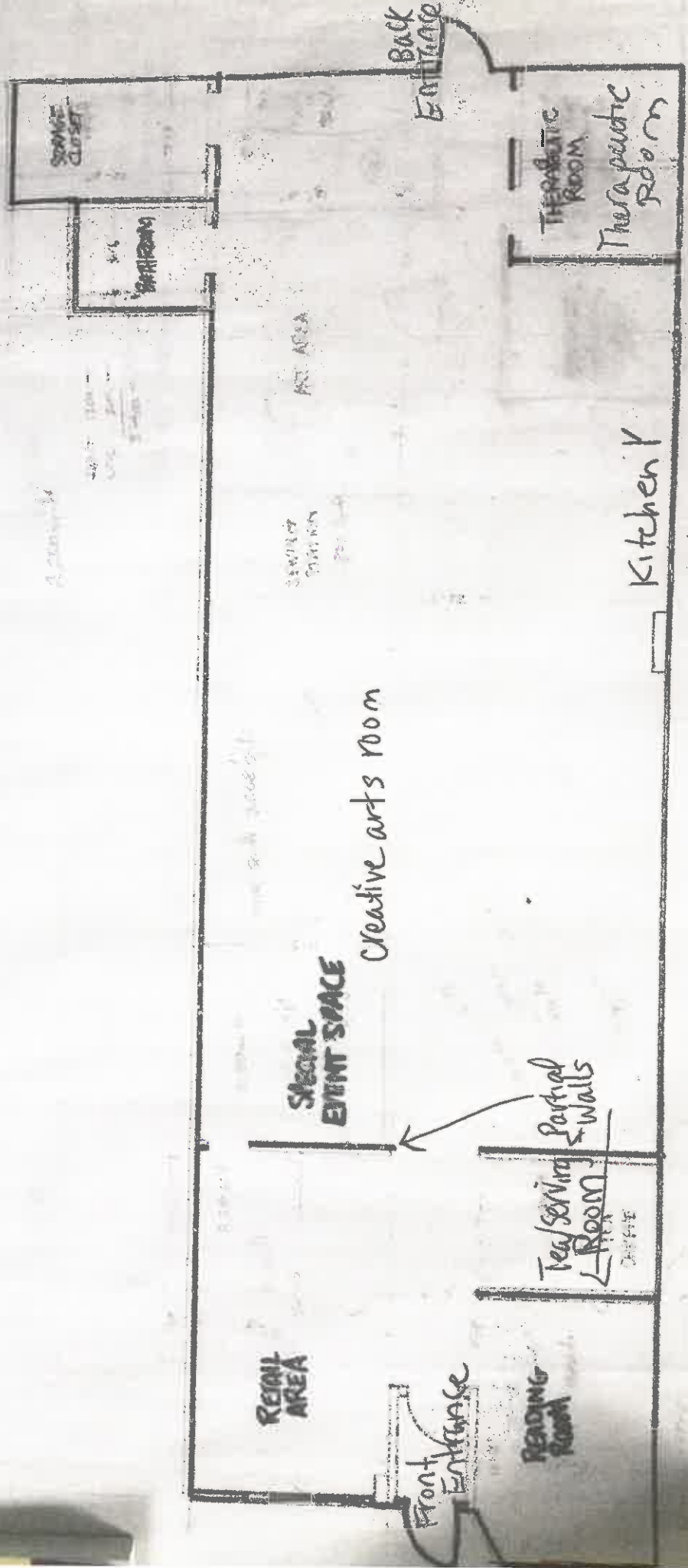
- ☐ Approved
- ☐ Not Approved

BY:

ON PREMISE DIAGRAM

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 of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



and submit the

Corporate Information Required for Business Entities who are Licensees.

9. If not a publicly traded entity, ownership must add up to 100%.

DIVISION USE ONLY

License No:

Class:

By:

Deposit Date:

Amt. Deposited:

Cash Ck Mo:

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: HYPERLINK "mailto:MAINELIQUOR@MAINE.GOV"

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NEW application: ☒ Yes ☐ No

PRESENT LICENSE

EXPIRES _____

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: Flourish-Arts & Sacred Healing

APPLICANT(S) - (Sole Proprietor)

DOB: Maribeth Amber

DOB: 5-27-58

Address 26 Old Pool Rd

City/Town Biddeford ME State

Zip Code 04005

Telephone Number 508 728 4984 Fax

Number
Federal I.D. # 82-1239848

Email Address:
Please Print Maribeth.amber@gmail.com

Business Name (D/B/A)

Physical Location:

140 Main St Suite 105

City/Town Biddeford State ME

Zip Code 04005

Mailing Address Flourish

City/Town 140 Main St Ste 105 State ME

Zip Code 04005

Business Telephone Number 508 728 4984

Fax Number

Seller Certificate #:

or Sales Tax #:

Website: WWW.FLOURISHME.LIFE

If business is NEW or under new ownership, indicate starting date: 5/7/17

Requested inspection date: As soon as possible Business hours:

By appointment

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests:

2. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____

LIQUOR \$ _____

3. 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.

4. 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

Physical Location

City / Town

On Premise

Rev. 6-2017

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

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

7. Business records are located at:

36 Old Pool Rd Biddeford

8. Is/are applicants(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. Give maiden name, if married:

Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Maribeth Amber	5 27 1958	Mt Holly New Jersey

Residence address on all of the above for previous 5 years (Limit answer to city & state)

B 36 Old Pool Rd. Biddeford ME
Natick MA
Sherborn 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____ (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit financially either directly or indirectly 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: Steve Ebling

26 Plymouth Dr.
Saco ME

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

Suite 105 of 140 Main St., a large narrow rectangle space with 1/2 wall dividers, a bathroom, storage rooms, retail area, tea area, reading/sitting area & kitchette

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

YES ☐ NO ☐ Applied for: _____

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?

900'

Which of the above is nearest? Church

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than your-

self in the establishment of your business? YES ☐ NO ☒

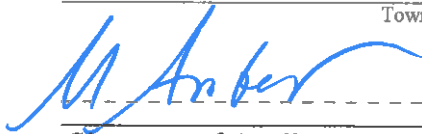
If YES, give details:

On Premise Rev. 6-2017

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: _____ on _____
Town/City, State Date



Please sign in blue ink

Signature of Applicant or Corporate Officer(s)
plicant or Corporate Officer(s)

Signature of Ap-

Maribeth Amber

Print Name

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)

\$ 10.00

Class I Spirituous, 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 Spirituous, 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 Spirituous 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 Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)

\$ 495.00

CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge

\$2,200.00

CLASS X: Class A Lounge

Class XI Spirituous, 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.

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Bureau of Alcoholic Beverages and Lottery Operations

Division of Liquor Licensing and Enforcement

8 State House Station, Augusta, ME 04333-0008.

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

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).

Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.

Complete the Corporate Information sheet for all ownerships except sole proprietorships.

If you have any questions regarding your application, please contact us at (207) 624-7220.

DIVISION USE ONLY

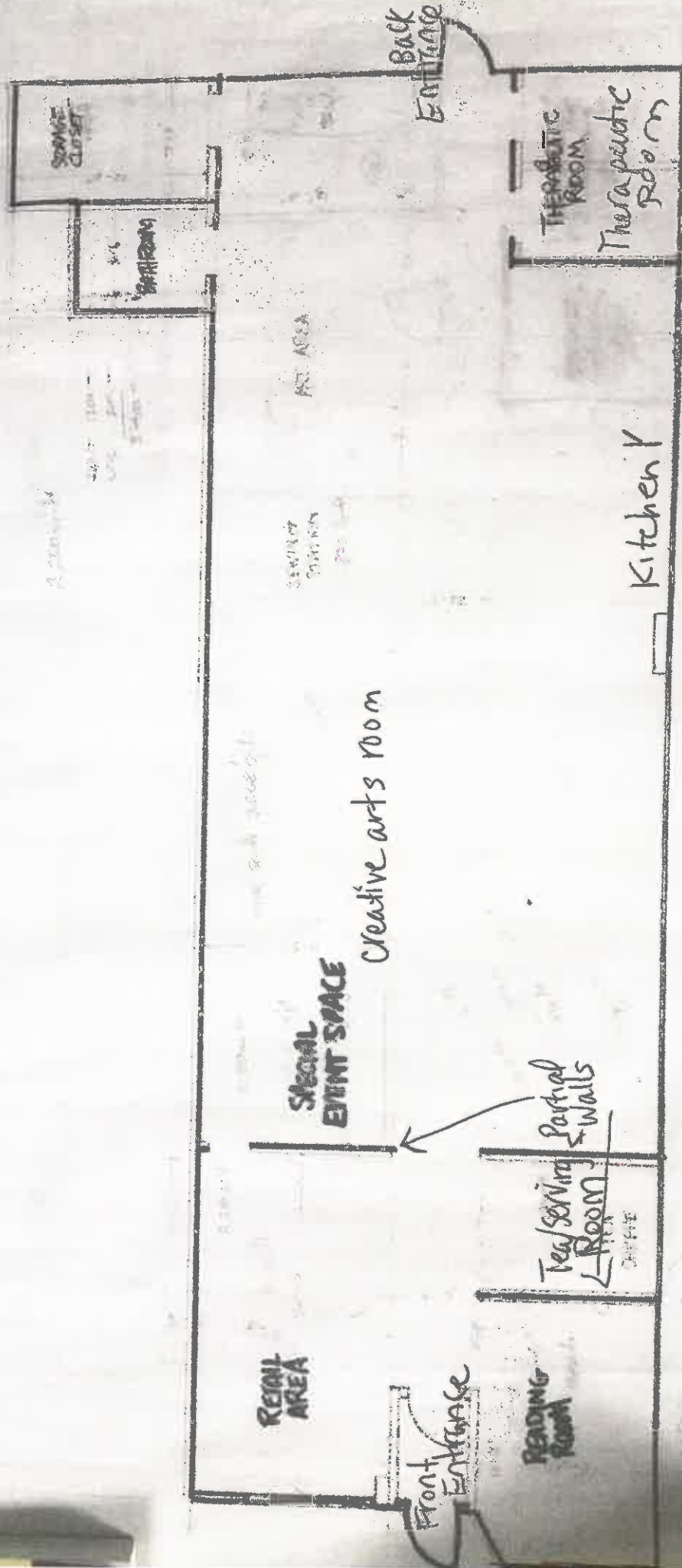
- ☐ Approved
- ☐ Not Approved

BY:

ON PREMISE DIAGRAM

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 of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



**COUNCIL MEETING
JULY 11, 2017**

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

Roll Call: John McCurry, Jr., Stephen St. Cyr, Robert Quattrone, Jr., Victoria Foley, Norman Belanger, Michael Ready, Marc Lessard

Michael Swanton and Laura Seaver were excused.

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

Adjustment to the Agenda:

Remove Order 2017.78 – Approval/FY18 Budget Amendments

Swearing-In of Fire Department Officers

Mayor Casavant began by thanking Capt. Norman Melancon, who is retiring this week, for his 42 years of service to the Biddeford Fire Department.

Fire Chief Scott Gagne presented two members of the Fire Department for promotion: City Clerk, Carmen Morris swore in Justin Cooper as a Biddeford Fire Department Captain and Robert Lang as a Biddeford Fire Department Lieutenant.

Special Event Permit: Biddeford Airport Open House – August 19, 2017

Motion by Councilor McCurry, seconded by Councilor Ready to approve the Special Event Permit for the Biddeford Airport Open House.

Vote: Unanimous.

Consideration of Minutes: June 20, 2017

Motion by Councilor McCurry, seconded by Councilor Ready 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 June 20, 2017}

**2017.66) Amendment/Land Development Regulations/Art. III-Official Zoning Map/
Rezone 38 South Street from MSRD-2 to MSRD-1**

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

Vote: Unanimous.

Orders of the Day:

2017.73

IN BOARD OF CITY COUNCIL...,JULY 11, 2017

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances,

Chapter 58, SOLID WASTE, Section 58-62, Use of transfer station, is amended by adding or deleting to read as follows:

Sec. 58-62. Use of transfer station.

Any resident, taxpayer, commercial entity, or property owner of the City of Biddeford may dispose of any material as listed in Sec 58-64 by disposing of it at the transfer station. **Materials identified in Sec. 58-64 (a) (1), 58-64 (a) (11) and 58-64 (b) shall only be acceptable if the materials have come from a property located within the limits of the City of Biddeford.**

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

Vote: Unanimous.

2017.74 **IN BOARD OF CITY COUNCIL....JULY 11, 2017**
BE IT ORDERED, that the City Council hereby adopts the revised Biddeford RiverWalk Master Plan (including Pedestrian Downtown Connections) prepared by Wright-Pierce dated December 2, 2016.

Note: This Order establishes the “working plan”, which serves as the roadmap for future work, such as but not limited to, design, easement acquisition, final design, review of and application for grant funding opportunities, etc. This Order is not a financial authorization.

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

Vote: Unanimous.

2017.75 **IN BOARD OF CITY COUNCIL...JULY 11, 2017**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the Capital Improvement Projects Master Plan allocation for FY18, as recommended by the Capital Projects Committee. (see attached list)

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

Motion by Councilor Lessard, seconded by Councilor McCurry to amend the order by adding, “Master Plan” after the word Projects.

Vote: Unanimous.

Vote on order, as amended: Unanimous.

2017.76 **IN BOARD OF CITY COUNCIL...JULY 11, 2017**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the waiver of all building and electrical permit fees for the Waterhouse Field renovations; including the installation of bleachers, lights and a scoreboard.

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

Vote: 6/1; Councilor Lessard opposed.

Councilors McCurry, St. Cyr, Quattrone, Foley, Belanger and Ready in favor.

Motion carries.

2017.77

IN BOARD OF CITY COUNCIL...JULY 11, 2017

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize that the FY18 Property Tax Commitment shall be payable in two equal installments on October 11, 2017 and April 11, 2018 with any odd amount to be due on the first installment, and that interest shall be collected at the rate of 7.00% per annum on any taxes remaining unpaid after each respective installment date.

BE IT FURTHER ORDERED, that the Tax Collector by authorized to accept voluntary prepayments on property taxes and to pay interest on these voluntary prepayments at the rate of 0% per annum.

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

Vote: 6/1; Councilor McCurry opposed.

Councilors St.Cyr, Quattrone, Foley, Belanger, Ready and Lessard in favor.

Motion carries.

City Manager Report:

City Manager, James Bennett had a number of items:

- First, he extended his congratulations to Capt. Norman Melancon on his retirement.
- Jim handed out a memo and briefly discussed the State Budget impact on the City's FY18 Budget. The new State Law increases the Homestead Exemption to \$20,000 per household from \$15,000; however, the reimbursement is going down to 50% from 62.5%. Biddeford has 3,363 homes that qualify for the Homestead Exemption, so the reduced reimbursement to the City equates to an expected reduction of \$170,083.
- Jim announced that on July 22nd, the Shrine Lobster Bowl will be held at Thornton Academy. The hope is that assuming the Waterhouse Field renovations are completed by next year, the Lobster Bowl will be moved back to Biddeford. That said, the Kora Shrine organization will still have their parade in Biddeford, with all Shrine units expected to participate.
- Jim made the Council aware that the City saw an increase of about \$56 million in valuation in FY17. He also noted that the Codes Office permitting fees for FY17 have exceeded what had been proposed.
- Finally, in an effort to clear up some misinformation, Jim explained that a few weeks ago, a citizen did a comparison of home values in Biddeford to those in other communities. However, that citizen's comparison was based on asking prices of houses, which is not a real comparison at all. He is including valid and factual information in next week's edition of the Biddeford Beat, where he answers questions about property valuations and assessments.

Public Addressing the Council..(3 minute limit per speaker; 30 minute total time limit)

There were no public comments.

Other Business:

Councilor Ready: asked where the City is at in terms of setting up a different tax structure for the Downtown District. He would like this worked on sooner rather than later, with monthly updates

given at the first council meeting of each month. He stressed that communication with the Downtown District is going to be key to setting up a different tax structure.

Councilor Quattrone: shared that on Saturday, July 15th from 11:00 am to 2:00 pm, the Biddeford Historical Society will be holding an event for the 200th Anniversary of John Monroe coming to Biddeford.

Councilor Lessard: agreed with Councilor Ready's comments about establishing a different tax structure for the Downtown District. He would like to see this done before March 1st, 2018 and have something in place for the next budget season.

Councilor McCurry: suggested that the Council start keeping an "Unfinished Business" list to ensure items are not falling through the cracks.

Council President Addressing the Council: Councilor McCurry shared that he and Mayor Casavant attended the Biddeford-Saco Rotary Club Luncheon a few weeks ago where the City of Biddeford was awarded the Vocational Service Award for the Council's support and commitment to vocational and technical education for the youth in our communities.

Mayor Addressing the Council: Mayor Casavant announced Music in the Park on Wednesday evenings at Shevenell Park during the summer. He has been hearing a lot of positive feedback from folks about the work being done on Main Street. He also noted that the building next door to Shevenell Park recently sold for \$850,000, which shows that property valuations really are going up in the downtown.

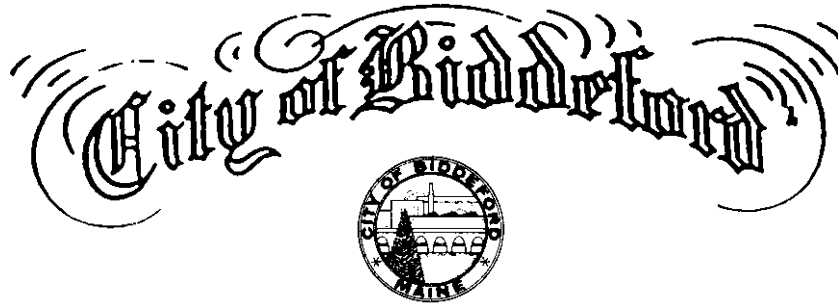
Executive Session: 1 MRSA 405(6)(A)..Performance Review – City Manager

Motion by Councilor McCurry, seconded by Councilor Lessard to move into Executive Session.
Vote: Unanimous. Time: 7:09 p.m.

Motion by Councilor McCurry, seconded by Councilor Ready to move out of Executive Session.
Vote: Unanimous. Time: 7:21 p.m.

Motion by Councilor McCurry, seconded by Councilor Ready to adjourn.
Vote: Unanimous. Time: 7:21 p.m.

Attest by:_____
Carmen J. Morris, City Clerk



2017.73

IN BOARD OF CITY COUNCIL..., JULY 11, 2017

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 58, SOLID WASTE, Section 58-62, Use of transfer station**, is amended by adding or ~~deleting~~ to read as follows:

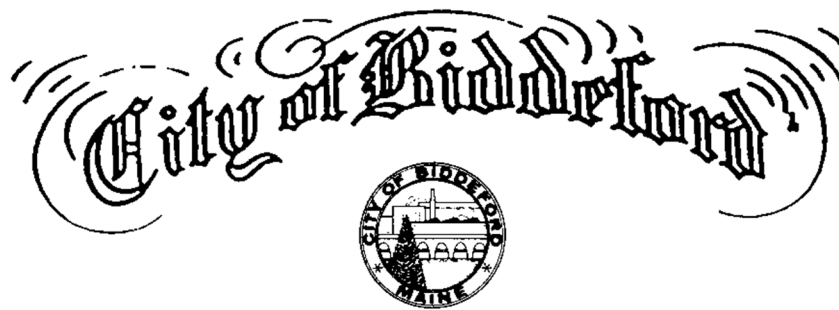
Sec. 58-62. Use of transfer station.

Any resident, taxpayer, commercial entity, or property owner of the City of Biddeford may dispose of any material as listed in Sec 58-64 by disposing of it at the transfer station. **Materials identified in Sec. 58-64 (a) (1), 58-64 (a) (11) and 58-64 (b) shall only be acceptable if the materials have come from a property located within the limits of the City of Biddeford.**

July 11, 2017

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

Vote: Unanimous.



2017.78

IN BOARD OF CITY COUNCIL.....JULY 18, 2017

BE IT ORDERED, that the City Manager be authorized to purchase two (2) 2018 Ford Explorer utility police cars as per bid of July 7, 2017 (the "Equipment") from Arundel Ford (the "Vendor") and may pay the Vendor an amount not to exceed \$59,260.00 (before discounts valued at \$9,000.00) 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 \$59,260.00;
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 \$59,260.00, (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 July 18, 2017 and vote to recommend it to the City Council for approval. The purchase of this item is included in the FY18 CIP budget

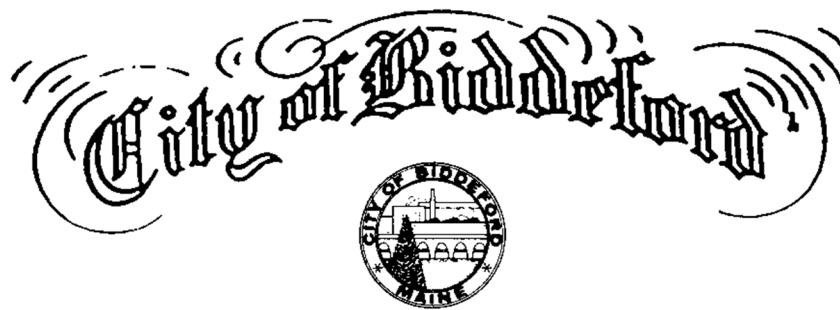
Bid Opening for a 2 Ford Utility Police Cruises

Present: Carl Marcotte Public Works
Kara Cote Public Works

Bids were opened at the Public Works Department on July 7, 2017 at 11:00am. Staff is recommending the bid from Arundel Ford with trade in the amount of \$50,260.00, these police cars are budgeted in the FY18 budget line 21146-60603.

Arundel Ford

2 Ford Explorers	\$59,260.00
Trade In	\$9,000.00
Total	\$50,260.00



2017.79

IN BOARD OF CITY COUNCIL.....JULY 18, 2017

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2018 Chevrolet Tahoe 4X4 as per bid of July 7, 2017 (the "Equipment") from Quirk Auto Group (the "Vendor") and may pay the Vendor an amount not to exceed \$34,900.00 (before discounts valued at \$1,500.00) 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 \$34,900.00;
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 \$34,900.00, (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 July 18, 2017 and vote to recommend it to the City Council for approval. The lease-purchase of this item is included in the FY18 CIP budget, with a down payment of \$5000.00

Bid Opening for 4 x 4 SUV

Present: Carl Marcotte – Public Works
Kara Cote – Public Works

Bids were opened at the Public Works Department at 11:00 AM on July 7, 2017. Staff is recommending the low bid from Quirk Auto group with trade in the amount of \$33,850.45 this 4X4 SUV was approved in the FY18 CIP budget as a lease line item 21204-60603.

Quirk

2018 Chevy Tahoe	\$34,900.00
Color Surcharge	\$450.45
Trade In	\$1,500.00
Total:	\$33,850.45

O'Connor

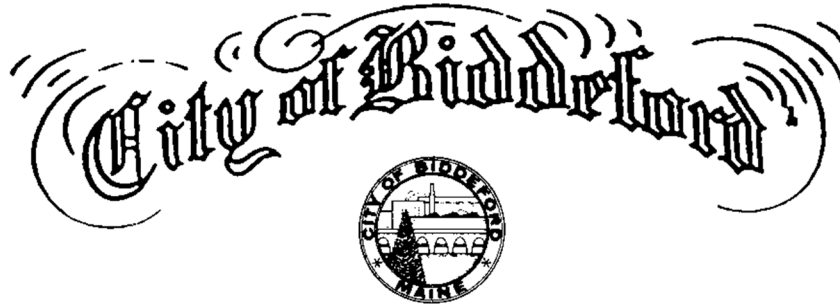
2018 Chevy Tahoe	\$35,365.00
Color Surcharge	\$450.45
Trade In	\$1, 588.00
Total:	\$34,227.45

Arundel Ford

2018 Ford Expedition	\$37,585.00
Trade In	\$700.00
Total:	\$36, 885.00

Lee Dodge

2018 Jeep	\$28,045.00	(Does not meet Specifications)
Trade In:	N/A	
Total:	\$28,045.00	



2017.80

IN BOARD OF CITY COUNCIL...JULY 18, 2017

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserve accounts under the listed fund balance accounts, and transfer remaining balances identified from the FY 2017 Budget to said dedicated accounts as herein named in amounts not to exceed those stated, as of June 30, 2017 deducting any encumbrances:

10013-30101, General Fund Assigned Fund Balance

<u>FY17 Account #</u>	<u>Description</u>	<u>Amount</u>
21128-60859	Downtown Development Commission	\$ 4,103.50
21128-60862	Historical Preservation Commission	\$ 621.00
21128-60866	Project Canopy	\$ 1,731.00
21164-60502	Solid Waste Commission	\$ 2,780.00
21162-60462	Road Painting (Centerline Striping/Markings)	\$ 61,843.88
21166-60310	Service Contract (Flags for Veteran's Graves)	\$ 4,000.00
21167-60306	Professional Consulting (MS4 Program Report)	\$ 3,734.62
21204-60603	Vehicle Purchase Capital (Patch Truck)	\$ 9,500.00
21204-60604	Road Const./Imp. (Hills Beach Road Project)	\$100,000.00
21204-60970	Thatcher Brook Watershed (Implementation Plan)	\$ 50,000.00
21204-60971	RiverWalk Phase 4 (RiverWalk and Downtown)	\$ 96,835.00
21202-60603	50 Plus Club Bus	\$ 30,000.00
21202-60977	St. Louis Field Backstop Netting	\$ 75,000.00
	Total	\$440,149.00

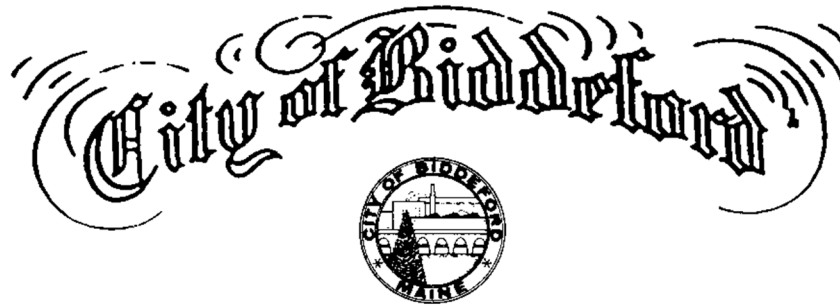
12163-30101, Airport Assigned Fund Balance

<u>FY17 Account #</u>	<u>Description</u>	<u>AMOUNT</u>
31132-60601	Airport Cold Storage Hangar Repair	\$ 30,275.23
31132-60600	Land Purchase/Improve Cap	\$125,000.00
	Total	\$155,275.23

16013-30101, Wastewater Assigned Fund Balance

<u>FY17 Account #</u>	<u>Description</u>	<u>AMOUNT</u>
35102-60501	Op Supplies/Equip (CSO Flow Monitors-Horrigans)s	\$ 53,800.00
35102-60602	Equip. Purchase Cap (Influent Screens)	\$ 54,224.20
35102-60605	Sewer Construction/Imp	\$584,290.83
	Main Street Pump Station Upgrade	(\$162,146.86)
	Septage/Vactor Dumping Station	(\$100,000.00)
	Plant Performance Evaluation	(\$23,578.97)
	Fiscal Sustainability Study	(\$50,000.00)
	Climate Adaptation Study	(\$20,000.00)
	Sewer Pipe Lining	(\$150,000.00)
	Sewer System Flow Modeling	(\$78,565.00)
	Total	<u>\$692,315.03</u>

BE IT FURTHER ORDERED, that the City Manager be authorized to expend from the above dedicated reserves for expenses related to on-going project costs as approved in accordance with the Purchasing Code.



2017.81

IN BOARD OF CITY COUNCIL.. JULY 18, 2017

BE IT ORDERED, that the Employment Agreement with City Manager, James Bennett be amended, as attached.

EMPLOYMENT AGREEMENT

THIS AGREEMENT originally made as of this 30th day of June 2015, and amended on August 16, 2016 and further amended on July 18, 2017 by and between **JAMES A. BENNETT** (hereinafter **Bennett**) and the **CITY OF BIDDEFORD**, Maine, a body politic and corporate located in York County, Maine (hereinafter **City**).

I. WHEREAS,

- A. **City**, acting through its City Council (hereinafter Council), desires to appoint and thereafter employ **Bennett** as its City Manager, in accordance with the provisions of the Biddeford City Charter (Charter);
- B. **Bennett** desires to be so appointed and employed;
- C. It is the desire of the **City** and **James A. Bennett** to specify the terms and conditions of his employment and tenure as City Manager;
- D. The Parties have reached an agreement with respect to the same which they wish reduced to a writing.

II. NOW, THEREFORE, for consideration paid, each to the other, including without limitation the mutual covenants and undertakings more fully hereinafter expressed, the parties do hereby agree as follows:

- A. **Appointment and Duties:** By official action , the Council has appointed **Bennett** as City Manager, to perform those duties imposed upon the City Manager under the terms of the City's Charter, Revised Code of Ordinances, and such other action as may lawfully be promulgated by Council.

- B. **Tenure:**

- (1) **Initial and Extended Term:** The **City** acting through its City Council, initially appointed **Bennett** as its City Manager on June 30, 2015, for a term of three years, commencing August 17, 2015 and ending the last day of August 2018 (the "Initial Term"). On August 16, 2016, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of August , 2019

- (2) **Continuation of Previous Agreement:** Insofar as it relates to compensation and terms of employment, this Agreement shall remain in effect for a period of (3) years, unless otherwise terminated pursuant to the terms herein. The term of this Agreement as amended shall be for a period of three (3) years, beginning July 18, 2017, and ending on the last day of July, 2020.
- (3) **Biannual Renewal and Extension.** Prior to the end of the second year of the term of this Agreement and any extensions hereof, the Council shall act to renew and extend this Agreement for an additional two years. For the avoidance of doubt, during the term of this Agreement as extended, on or before July 31, 2019, the Council shall vote to extend the Agreement for an additional two years to July 31, 2021. Likewise, during any extension terms of this Agreement, Council shall vote by July 31 of the second year of the extended term (and before the final year of the Agreement) to extend the Agreement for an additional two years. Should Council fail to so extend this Agreement, **Bennett** may presume that Council does not intend to renew or extend said Employment Agreement and **Bennett** shall be free, within the remaining time of the Agreement, to pursue alternate employment to take effect at a time of **Bennett's** convenience after July 31, 2019; provided, however, that if **Bennett** intends to or does obtain other employment, **Bennett** must give the **City** not less than forty-five (45) days written notice prior to the date **Bennett** resigns as City Manager. **Bennett** shall be entitled to severance pay from the date **Bennett** resigns. Said severance shall be equal to (1/2) of the amount due in the event that the Council elected to terminate this Agreement without cause.
- (4) **Council's Right of Termination without Cause.** Council shall have the right to terminate the Agreement without cause. In the event of such termination, City Manager shall be paid an aggregate lump-sum payment equal to six (6) months aggregate salary . Said aggregate lump-sum payment shall increase by one (1) month for each year of service, or part

thereof, up to a maximum of twelve (12) months. Payment shall be made in full at time of termination if so desired by **Bennett** or on any other schedule he elects. At the same time, **Bennett** shall be compensated for any vacation accrued to date of termination, calculated at the rate of pay in effect upon termination. In addition, **City** will pay **Bennett** any accrued and unpaid retirement benefits to time of termination; and shall provide health insurance coverage for a period of six (6) months from date of termination plus one (1) month for each year of service, or part thereof, for a maximum of twelve (12) months. **Bennett** shall also be entitled to all other economic benefits due under this Agreement for the severance period.

- (5) **Council's Right of Termination for Cause.** Council shall have the right to terminate this Agreement for cause as provided in the Charter or state and federal law. In the event **Bennett's** employment is terminated for cause, the **City's** only obligation to **Bennett** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (6) **Manager Incapacity.** Should **Bennett** be disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health (verified by his attending physician) for a period of (6) six months, beyond any accrued leave, the Council shall have the right to terminate this Agreement and the **City's** only obligation to **Bennett** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (7) **City Manager Resignation:** **Bennett** shall have the right to resign, upon a thirty (30) day written notice. Upon said resignation, the **City's** only obligation to **Bennett** is to pay all compensation and benefits accrued, but unpaid, as of the effective date of the resignation.

- C. **Compensation.** Commencing July 1, 2017, **City** shall pay **Bennett** an annual salary of one hundred twenty five thousand two hundred sixty five dollars (\$125,265.00) per year. (The term year as used in this Agreement shall mean from July 1, 2017 through July 31, 2020.) The **City** may adjust the annual salary upward or provide

a bonus during the first year of this Agreement at its sole discretion as a performance adjustment. **Bennett's** salary in the second year of the Agreement shall be adjusted by an amount mutually agreeable by the parties.

- D. **Retirement.** The **City** shall provide **Bennett** with an amount up to twelve percent (12%) of his gross base salary to be allocated at **Bennett's** sole discretion between the ICMA Retirement Corporation and the MePERS retirement program.
- E. **Health Insurance Coverage.** Consistent with **City** policy, **City** shall provide health insurance coverage to **Bennett** and his family, life insurance and income protection, as provided to other non-union employees of the **City**, effective the date of this agreement.
- F. **Professional Development.** The **City** shall pay for **Bennett's** professional dues for his continued professional growth and for the good for the **City** in the International City/County Management Association (ICMA), the Alliance for Innovation and Maine Town and City Management Association (MTCMA). **City** supports and encourages **Bennett's** involvement with leadership roles in such organizations. The **City** may also pay for any other dues, memberships and subscriptions in other professional organizations or local service or civic organizations, subject to approval by the City Council.

City recognizes the importance of on-going professional development for **Bennett** and his requirement to meet or exceed at least forty (40) hours of significant professional development to continue his ICMA Credentialed Manager status and his MTCMA Certified Manager status; which, at the time of this contract, provides a discount for the **City** on their public officials liability insurance when purchased through the MMA Risk Pool. To that end, the **City** agrees to budget and pay for the travel and subsistence expenses for professional and official travel, meetings and occasions adequate to meet these obligations. At a minimum, the **City** shall pay for **Bennett's** attendance to The Maine Municipal Association Annual Convention, ICMA Northeast Regional Meeting, the New England Management Institute, programs offered by the Alliance for Innovation and the ICMA Annual Conference. Subject to the limitation of the available funding, the **City** may pay for other national, regional, state or local professional development activity. **Bennett**

shall be encouraged to attend higher level of intense executive trainings of his choosing, subject to approval by the City Council. Examples of such training are the Harvard JFK School of Government, ICMA's Senior Executive Institute, and other similar programs. The costs shall be paid for by the *City*.

- G. **Vacation, Holidays, Sick Leave, and Other Benefits.** *Bennett* shall accrue twenty (20) days of vacation per year, with such accumulation of vacation time occurring annually on his anniversary date. The use of extended vacation time (one week or greater) accrued must be approved by the Mayor, and such approval will not be unreasonably withheld except for legitimate business needs. In the third year of the initial term of this Agreement, effective August 17, 2017, the vacation will increase to twenty (25) days per year. Carrying over vacation time from one year to the next is discouraged. However, *Bennett* shall be allowed to carry over no more than ten (10) days from one year to the next with the permission of the City Council, with the understanding that said approval will not be unreasonably withheld except for legitimate business needs. *Bennett* shall be entitled to all other benefits afforded non-union employees, consistent with the personnel policy, that are not otherwise covered by this Agreement. After the first year of employment, *Bennett* may cash in up to ten (10) days of vacation annually, so long as there remain at least ten vacation days on the books at the time of the cash in.

On the first day of employment, *Bennett* shall be credited with twenty (20) days of earned vacation time.

- H. **Automobile Allowance.** The *City* shall provide a monthly stipend for five hundred dollars (\$500.00) for use of his personal vehicle. Said amount shall be adjusted whenever the applicable IRS allowable rate changes, by the percentage changed (both positive and negative), effective the next month after the change. Payment shall be made during the first pay period of each month.
- I. **Residency.** As a condition of employment, *Bennett* shall establish his residency within the City of Biddeford city limits within six (6) months of his first day of employment and shall maintain his principle residence within the corporate boundaries of Biddeford throughout this Agreement. Failure to maintain his

residence in Biddeford shall constitute just cause for dismissal under the terms of this Agreement and the Charter.

- J. **Fidelity Bond.** *City* shall bear the full cost of the Fidelity Bond required of **Bennett** under the terms of the Charter and Ordinances. In the event that **Bennett** shall become ineligible for continued bonding, such ineligibility shall constitute just cause for dismissal under the terms of this Agreement and the Charter.
- K. **No Reduction in Benefits.** *City* shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of **Bennett** except in the event of an across-the-board reduction of all salaried employees of *City*. In such event, **Bennett's** salary, compensation and other benefits shall be reduced by the same percentage as all salaried employees of the *City*.
- L. **Indemnification.** The *City* shall defend, save harmless, and indemnify **Bennett** against any tort, professional liability claim or demand or other legal action, whether or not it appears to have merit, arising out of an alleged act or omission occurring in the performance of **Bennett's** duties as Manager, except as prohibited by law. *City* will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the *City* or **Bennett** personally. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to **Bennett**, by the City of Biddeford, as described herein, for any acts undertaken or committed in **Bennett's** capacity as Manager, regardless of whether the notice or filing of such a claim or lawsuit occurs during or after **Bennett's** employment with *City*.
- M. **Conflict of Interest Prohibition.** It is further understood and agreed that because of the duties of the City Manager within and on behalf of the City of Biddeford and its citizenry, **Bennett** shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Biddeford, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the Council. For and during the term of this Agreement, **Bennett** further agrees, except for a personal residence or

residential property acquired or held for future use as his personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Biddeford, without the prior consent of the Council.

- N. **Ethical Commitments:** *Bennett* will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, *Bennett* shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund- raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information.

City shall support *Bennett* in keeping these commitments by refraining from any order, direction or request that would require *Bennett* to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request *Bennett* to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

- O. **Notices.** Notices, pursuant to the Agreement, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **City:** City of Biddeford

Attention: Mayor
City Hall
205 Main Street
Biddeford, ME 04005

With a copy to

City Clerk
City of Biddeford City Hall
205 Main Street
Biddeford, ME 04005

Bennett:

James A. Bennett
9 Sky Oaks Dr.

Biddeford, Maine 04005
or the current address on file

Alternatively, notices given pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice in the State of Maine. Notice shall be deemed given as of the date of personal service or as of the date of deposit in the United States Postal Service.

- P. **General Expenses.** *City* recognizes that certain expenses of a non-personal and job-related nature will be incurred by **Bennett**, and hereby agrees to reimburse or to pay such general expenses, and the finance director, after receipt of, review of, and approval of appropriate expenses or petty cash vouchers, receipts, statements, or personal affidavits, is hereby authorized to disburse such moneys. In addition, a monthly stipend of three hundred fifty dollars (\$350.00) shall be paid **Bennett** for the cost of such items as monthly home internet service for access to *City* computer systems after hours, a personally owned and paid for hand held smartphone (which he is required to have), other unreimbursed expenses occurred for professional development activities and attendance at ‘official’ events (such as retirement parties, gatherings and other similar events). No vouchers documenting these expenses shall be required by the *City*; however, **Bennett** reserves the right to turn in documentation for IRS purposes. In the event such expenses exceed the allowance, **Bennett** at his sole discretion may apply those additional expenses against the allowance allowed in Section II.H (Automobile Allowance) of this Agreement. Said amount shall be paid during the first pay period each month.
- Q. **Action Plan and Evaluation.** Acting jointly and within the first sixty (60) days following the initial commencement date of this Agreement (August 17, 2015), **Bennett** and Council shall jointly establish an action plan consisting of goals and performance criteria. **Bennett** shall be evaluated by Council six (6) months following the completion of the action plan, and thereafter, shall receive annual performance reviews.
- R. **Outside Employment.** **Bennett** agrees to remain in the exclusive employment of the City of Biddeford for the term of this Agreement. The term “exclusive employment”, however, shall not be construed to preclude the Manager from

occasional teaching, writing or speaking engagements on personal time off, even if outside the City of Biddeford, Maine, provided that no such activity presents a conflict of interest with the **City** or detracts from the Manager's ability to execute the duties of City Manager.

In addition, he shall be allowed to offer his services in a paid teaching role or as a consultant so long as such services are not considered inconsistent with his primary responsibility to serve as Biddeford's City Manager. **Bennett** agrees to not accept any consultant work that would be, or appears to be, contrary to the best interest of the **City** or in direct competition with the **City**. **Bennett** will notify the Mayor and Council President of all proposed consultant engagements in writing, and upon receipts of which, any concerns about those proposed engagements must be objected to in writing with seven (7) days. If said concern is raised, **Bennett** may appeal to the City Council for final determination. This provision is subject to satisfactory job performance review by the City Council.

- S. **Technology:** Recognizing the importance of constant communication and maximum productivity, **City** shall provide **Bennett**, a laptop computer, software, and/or tablet computer for business and personal use required for **Bennett** to perform his duties and to maintain communication with **City's** staff and officials as well as other individuals who are doing business with **City**. At **Bennett's** discretion, during his tenure, said equipment can be turned in after three years to be replaced by the **City**. Upon termination of **Bennett's** employment, the equipment described herein shall become the property of **Bennett**, however all intellectual property belonging to the **City** shall be returned to the **City**.
- T. **Transition Costs:** **City** shall provide **Bennett** six thousand (\$6,000.00) of reimbursement funding to assist with his transition from his home in Presque Isle to Biddeford. Said funds may be used to cover temporary housing costs until his home sells in Presque Isle, towards closing costs for purchase of a residence in Biddeford, and other similar costs. All costs must occur within one year of the Agreement. Any unused funds shall be retained by the City. Eligible costs shall include rent or lease payments for his primary residence in Biddeford, real estate

agent's fees, other closing costs that are directly associated with either selling his existing home or buying or construction his new home and/or title insurance. In addition, available funds may be used for up to three discount points towards the purchase or construction of a new home. Said funds shall be paid within fourteen (14) days of submittal.

Should **Bennett** resign his position voluntarily within three years of his initial hiring, all said funds paid under this section shall be repaid within thirty days of his effective date of his resignation. Said resignation must be truly voluntary and without any pressure or interference from the Mayor or any member of the City Council. If the said resignation occurs within the fourth year of **Bennett's** employment, he shall be responsible to repay forty percent (40%) of the costs and if said resignation occurs during the fifth year he shall be responsible to repay twenty percent (20%) of the costs.

U. **Moving Expenses:** **City** will pay for the actual one time moving expenses for **Bennett** to relocate his family and himself from his current home to Biddeford. Eligible costs will include packing, moving and unpacking, insurance, storage if necessary and other typical expenses and shall be based upon the lower of two (2) estimates from companies, acceptable to **Bennett**, engaged in the moving business. If the move cannot effectively be done in a single day, **City** will reimburse for actual lodging and meal expenses occurred during the moving period.

V. **Miscellaneous.**

- (1) This Agreement, supplementing the provisions of the Charter, constitutes the entire agreement between the parties and there are no other promises, covenants or undertakings between the parties with respect to the subject matter of this Agreement which do not appear on the face hereof.
- (2) This Agreement may be amended only by a mutual written agreement authorized by Council and executed by the **City** and **Bennett**.

- (3) If any of the provisions or portions thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected by such determination and shall remain in full force and effect.
- (4) **Hours of Work.** Both parties recognize that the City Manager job requires that **Bennett** work many hours outside the normal working hours of City Hall. It is understood that **Bennett** must dedicate many hours beyond the normal forty (40) hour work week in order to provide excellent leadership in performing the job. It is further understood that in some ways the job requirement represents a twenty-four (24) hour commitment, day in and day out. Hence, **City** recognizes that **Bennett** may take compensating time off during the normal work hours as he deems appropriate provided that he notify the Mayor before taking such time off. **Bennett** recognizes that such compensating time has no economic value.

In Witness Whereof, the **City of Biddeford** has caused this Agreement to be signed and sealed, in duplicate originals, by its Mayor, on the day and year first above written.

Witness:

CITY OF BIDDEFORD

Alan Casavant, Mayor

Signed and executed by **James A. Bennett**, in duplicate originals, on the day and year first above written.

Witness:

James A. Bennett