

City of Biddeford
City Council
June 05, 2018 6:00 PM Council Chambers

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Public Hearing**
 - 4.a. Liquor License for City Theater Associates, Inc.
[6-05-2018 Liquor Lic App - City Theater.pdf](#)
- 5. Liquor License Consideration**
 - 5.a. City Theater Associates, Inc.
[6-05-2018 Liquor Lic App - City Theater.pdf](#)
- 6. Special Event Application**
 - 6.a. LaKermesse Festival
[6-05-2018 LaKermesse Special Event Application.pdf](#)
- 7. Proclamation:**
 - 7.a. 10th Anniversary of Seeds of Hope
[6-05-2018 Proc-Seeds of Hope-pdf.pdf](#)
- 8. Consideration of Minutes:**
 - 8.a. May 15, 2018 Council Meeting Minutes
[5-15-2018 Council Meeting Minutes.docx](#)
 - 8.b. May 22, 2018 Special Council Meeting Minutes (2nd Reading of City General Fund Budget)
[5-22-2018 Special Council Meeting-2nd Reading City Government Budget.docx](#)
- 9. Second Reading:**
 - 9.a. 2018.44) Amendment/Land Development Regulations/Art. XIV-Shoreland Zoning and Art. V-Establishment of Zones, Table of Land Uses/UNE Shoreland Zoning Modifications
[5-15-2018 UNE Shoreland Zoning Modification.docx](#)
[5-15-2018 UNE Shoreland Zoning Modification-MEMO.pdf](#)
[5-15-2018 UNE Shoreland Zoning Modification-MAP.pdf](#)
 - 9.b. 2018.45) Amendment/Ch. 2, Administration/Article V-Finance/Division 5. Unrestricted Fund Balance Policy
[5-15-2018 Ch 2-Unassigned Fund Balance Policy-ORDER.docx](#)
[5-15-2018 Ch 2-Fund Balance Policy.docx](#)
- 10. Orders of the Day:**
 - 10.a. 2018.47) Approval/Award of Contract for Pavement Marking Program/Poirier Guidelines
[6-05-2018 Line Painting Contract - ORDER.doc](#)
[6-05-2018 Line Painting-backup docs.pdf](#)
 - 10.b. 2018.48) Authorization/Contract for South Street Sewer Separation Project/Pratt and Sons, Inc. of Mechanic Falls, Maine

- [6-05-2018 South Street Project-ORDER.doc](#)
- [6-05-2018 South Street Project-MEMO.doc](#)
- [6-05-2018 South Street Project-BIDS.xlsx](#)
- [6-05-2018 South Street Project-MAP.pdf](#)
- [6-05-2018 South Street Project-Newspaper Ad.pdf](#)
- 10.c. 2018.49) Authorization/Re-location and Re-cabling of Radio Tower at Biddeford Pool/Funds from Contingency
 - [6-05-2018 Communications Station-Bidd Pool-ORDER.doc](#)
 - [6-05-2018 Communications Station-Bidd Pool-Explanation.pdf](#)
 - [6-05-2018 Communications Station-Bidd Pool-INVOICE.pdf](#)
- 10.d 2018.50) Approval/Façade Improvement Business Assistance Program for Downtown
 - [6-05-2018 Façade Business Assistance Program-ORDER.doc](#)
 - [6-05-2018 Façade Business Assistance Program-2018-MEMO.docx](#)
- 10.e. 2018.51) Approval/Abatement of Delinquent Taxes - 16 Lind Avenue
 - [6-05-2018 Abatement-Lind Ave-ORDER.doc](#)
 - [6-05-2018 Abatement-Lind Ave-MEMO-backup.pdf](#)
- 10.f 2018.52) Approval/Directive to Planning Board/Medical Marijuana Growing Facility in I-3 Zone
 - [06-05-2018 Directive to PB-Medical Marijuana Grow in the I3 Zone.docx](#)
 - [6-05-2018 PB Directive-Zone Change-LETTER.pdf](#)
- 10.g. 2018.53) Approval/Renewal of Shared Assessing Department Agreement with Saco
 - [6-05-2018 Shared Assessing Dept-ORDER.docx](#)
 - [6-05-2018 Shared Assessing Dept Agreement.pdf](#)
- 10.h. 2018.54) Approval/Interlocal Cooperation Agreement for a Biddeford-Saco Animal Control Officer
 - [6-05-2018 Animal Control Officer Joint Agreement-ORDER.docx](#)
 - [6-05-2018 Animal Control Officer Joint Agreement-doc.docx](#)
- 10.i. 2018.55) Approval/Joint Agreement with City of Saco/Funding of Biddeford-Saco Opiate Outreach Initiative
 - [6-05-2018 Funding of Opiate Outreach Initiative-ORDER.docx](#)
 - [6-05-2018 Funding of Opiate Outreach Initiative Agreement.docx](#)
- 10.j. 2018.56) Endorsement/Formation of Southern Maine Administrative Collaborative Regional Service Center (Biddeford and Dayton School Departments)
 - [6-05-2018 Endorsement-Question 3-School Budget Referendum.doc](#)
- 10.k 2018.57) Endorsement/Formation of Southern Maine Regional Service Center (Biddeford, Dayton, MSAD #55, Sanford, MSAD #57, Yarmouth, MSAD #60, RSU #23, RSU #21)
 - [6-05-2018 Endorsement-Question 4-School Budget Referendum.docx](#)
- 11. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 12. City Manager Report**
- 13. Other Business**
- 14. Council President Addressing the Council**
- 15. Mayor Addressing the Council**
- 16. Executive Session**

16.a. 1 MSRA 405(6)(D)...Labor Contract Negotiations

17. Adjourn

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

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

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: <u>THEATER</u> |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>CITY THEATER ASSOCIATES, INC</u>		Business Name (D/B/A) <u>CITY THEATER ASSOCIATES</u>	
APPLICANT(S) –(Sole Proprietor) DOB:		Physical Location: <u>CITY THEATER</u>	
DOB:		City/Town <u>BIDDEFORD</u>	State <u>ME</u>
Address		Zip Code <u>04005</u>	
City/Town	State	Zip Code	
<u>BIDDEFORD</u>	<u>ME</u>	<u>04005</u>	
Telephone Number	Fax Number	Business Telephone Number	Fax Number
		<u>207 282-0849</u>	
Federal I.D. # <u>01-0351796</u>	Seller Certificate #: or Sales Tax #:		
Email Address: Please Print <u>THECITYTHEATER@gmail.com</u>	Website: <u>WWW.CITYTHEATER.ORG</u>		

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

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.

 License # Name of Business (Use an additional sheet(s) if necessary.)

 Physical Location City / Town

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 _____, 20 _____
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

FEE SCHEDULE

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

Class I 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.

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: 205 Main Street, Biddeford, ME 04005

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
MARK J. NATHAN	9-9-1954	NEW Britain CT
James T. Williams II	8-31-1967	Rocky Mount NC
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
MJN - 5 Little Creek Drive, Biddeford, ME 04005 (2013 - Now)		
MJN - 2 Main Street, Biddeford, ME 04005 (2013)		
JTW - 94 Western Ave, Biddeford, ME 04005 (2017 - Now)		
JTW - 6 Harding St., Biddeford, ME 04005 (Previous)		

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:

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

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

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

YES ☐ NO ☒ Applied for: yes

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? 1/4 mile

Which of the above is nearest? Church

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

If YES, give details: _____

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. [1993, c. 730, §27 (RP) .]

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

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

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

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

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

Please be sure to include the following with your application:

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

Your local City or Towns signature(s) are on the forms.

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.

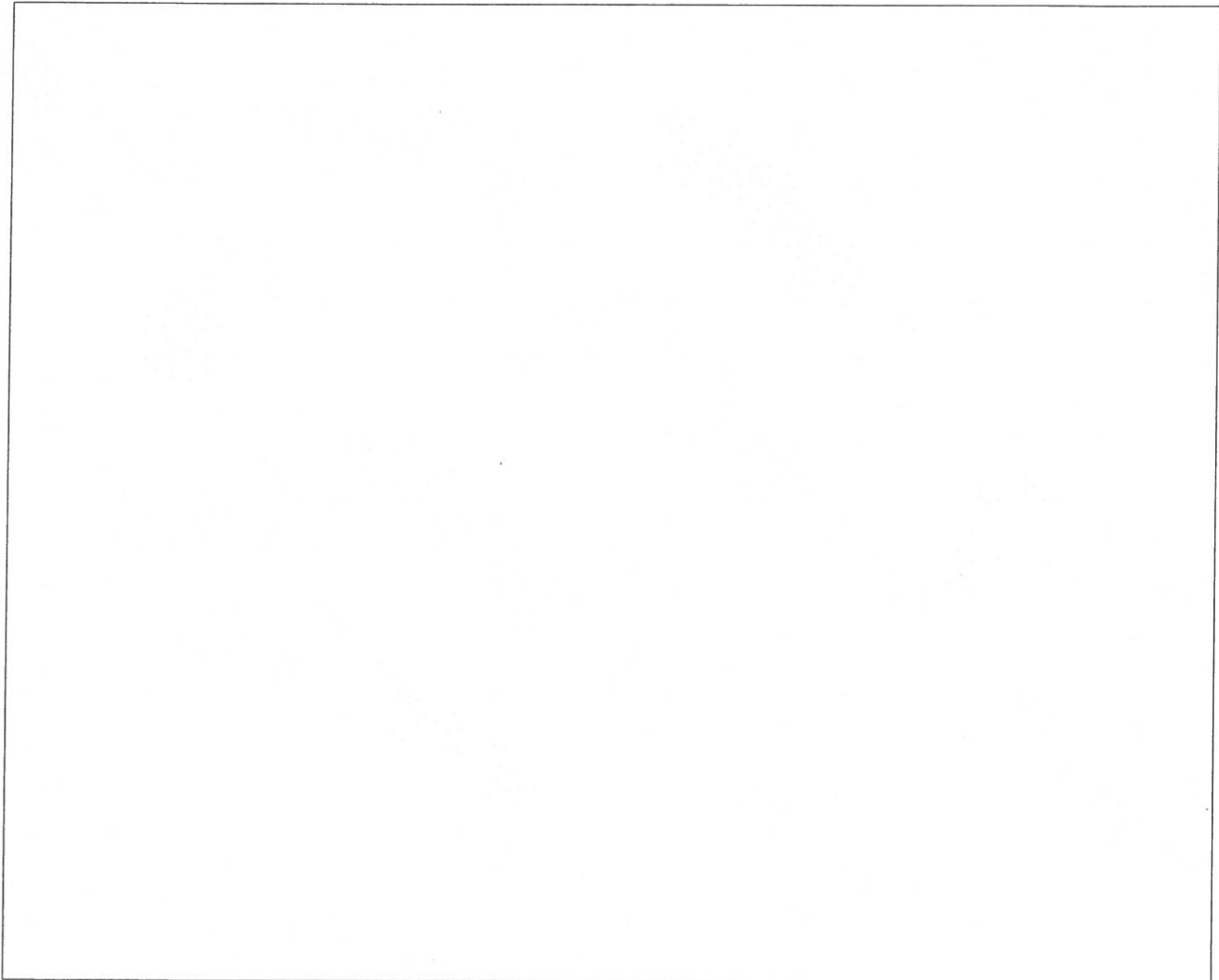
*Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov*

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.





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

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

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

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

Please clearly complete this form in its entirety.

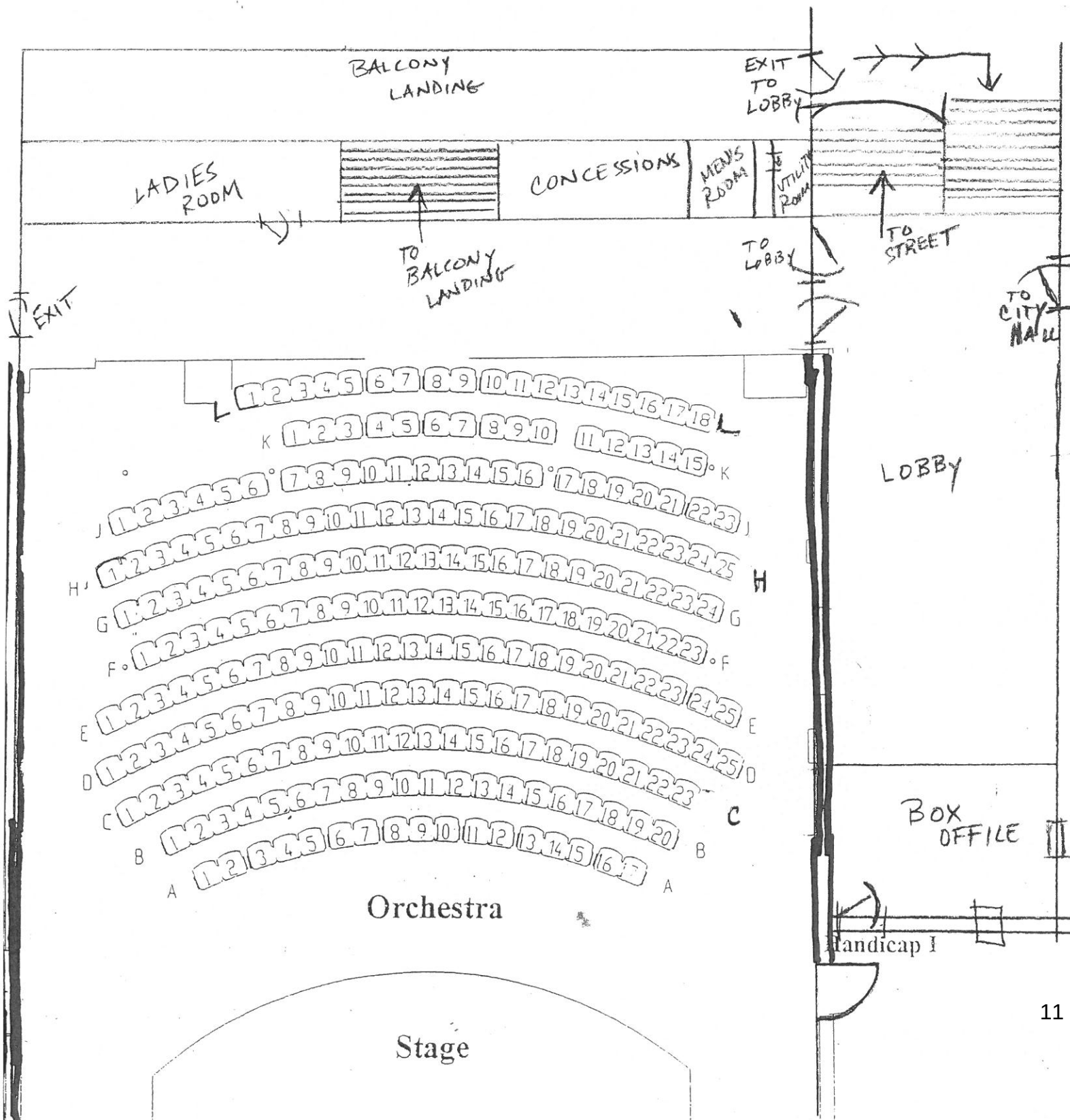
1. Exact legal name: CITY THEATRE ASSOCIATES INC.
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 5/2/18 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

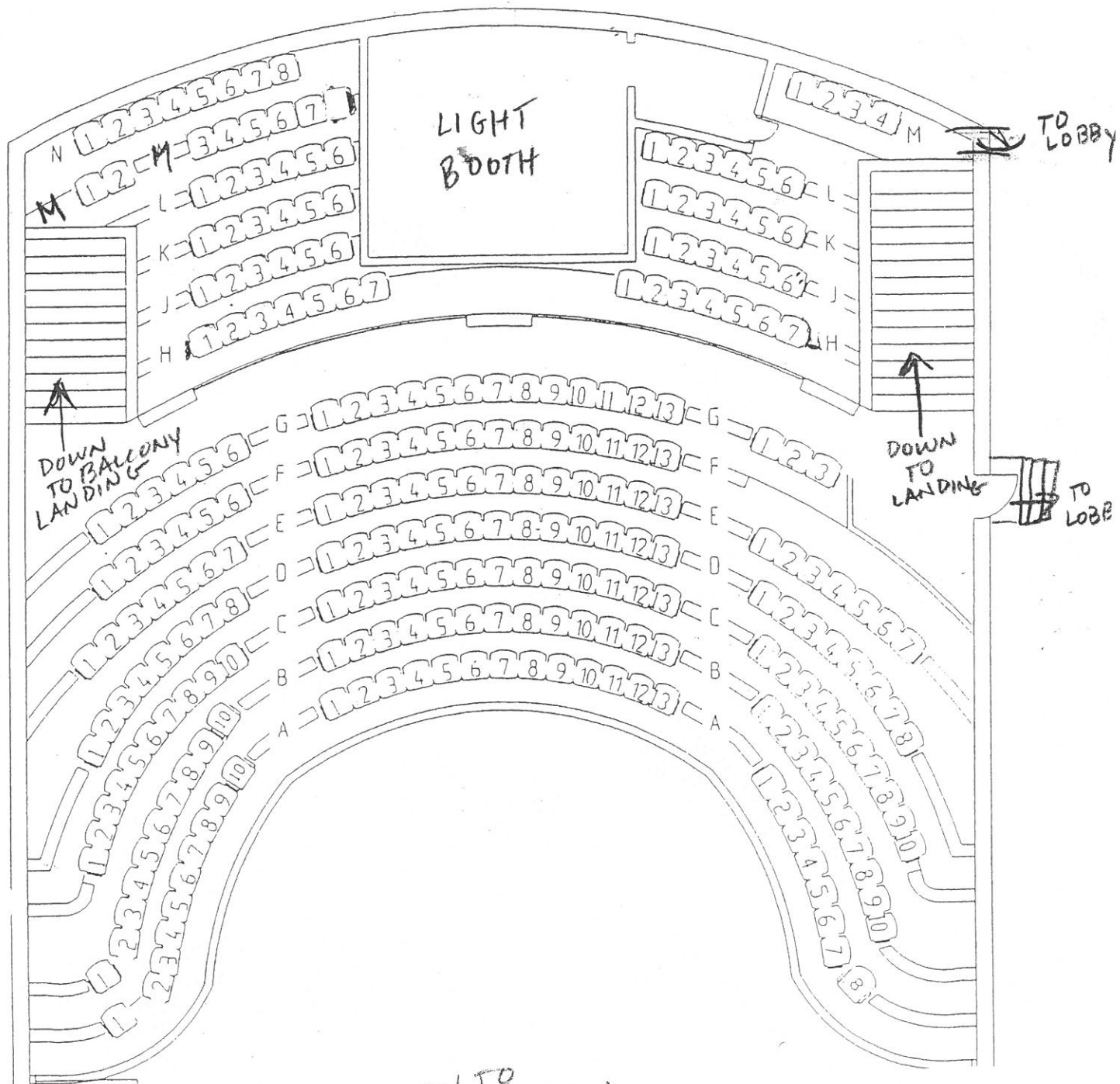
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
MARK J. NATHAN	5 LITTLE GREEN DRIVE	9/9/54	PRESIDENT	✓
				✓
				✓
				✓

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

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





7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒ If Yes, Name: _____ Agency: _____

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

Yes ☐ No ☒

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

Name: _____

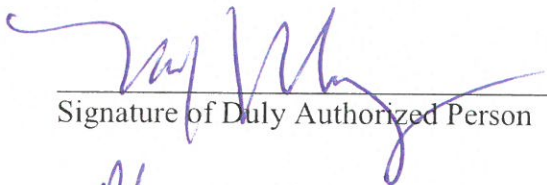
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

5/14/18
Date

Mark J. Nantowney

Print Name of Duly Authorized Person

Submit Completed Forms to:

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

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

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

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) |
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| ☐ TAVERN (Class IV) | ☐ QUALIFIED CATERING | ☒ OTHER: <u>THEATER</u> |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>CITY THEATER ASSOCIATES, INC</u>	Business Name (D/B/A) <u>CITY THEATER ASSOCIATES</u>
APPLICANT(S) –(Sole Proprietor) DOB:	Physical Location: <u>CITY THEATER</u>
DOB:	City/Town State Zip Code <u>BIDDEFORD ME 04005</u>
Address	Mailing Address <u>P.O. Box 993 205 Main Street</u>
City/Town State Zip Code	City/Town State Zip Code <u>BIDDEFORD ME 04005</u>
Telephone Number Fax Number	Business Telephone Number Fax Number <u>207 282-0849</u>
Federal I.D. # <u>01-0351796</u>	Seller Certificate #: or Sales Tax #:
Email Address: Please Print <u>THECITYTHEATER@gmail.com</u>	Website: <u>WWW.CITYTHEATER.ORG</u>

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

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.

 License # Name of Business (Use an additional sheet(s) if necessary.)

 Physical Location City / Town

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 _____, 20 _____
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

FEE SCHEDULE

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

Class I 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.

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: 205 Main Street, Biddeford, ME 04005

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

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

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
MARK J. NATHAN	9-9-1954	NEW Britain CT
James T. Williams II	8-31-1967	Rocky Mount NC
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
MJN - 5 Little Creek Drive, Biddeford, ME 04005 (2013 - Now)		
MJN - 2 Main Street, Biddeford, ME 04005 (2013)		
JTW - 94 Western Ave, Biddeford, ME 04005 (2017 - Now)		
JTW - 6 Harding St., Biddeford, ME 04005 (Previous)		

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:

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

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

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

YES ☐ NO ☒ Applied for: yes

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? 1/4 mile

Which of the above is nearest? Church

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

If YES, give details: _____

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. [1993, c. 730, §27 (RP) .]

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

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

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

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

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

Please be sure to include the following with your application:

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

Your local City or Towns signature(s) are on the forms.

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.

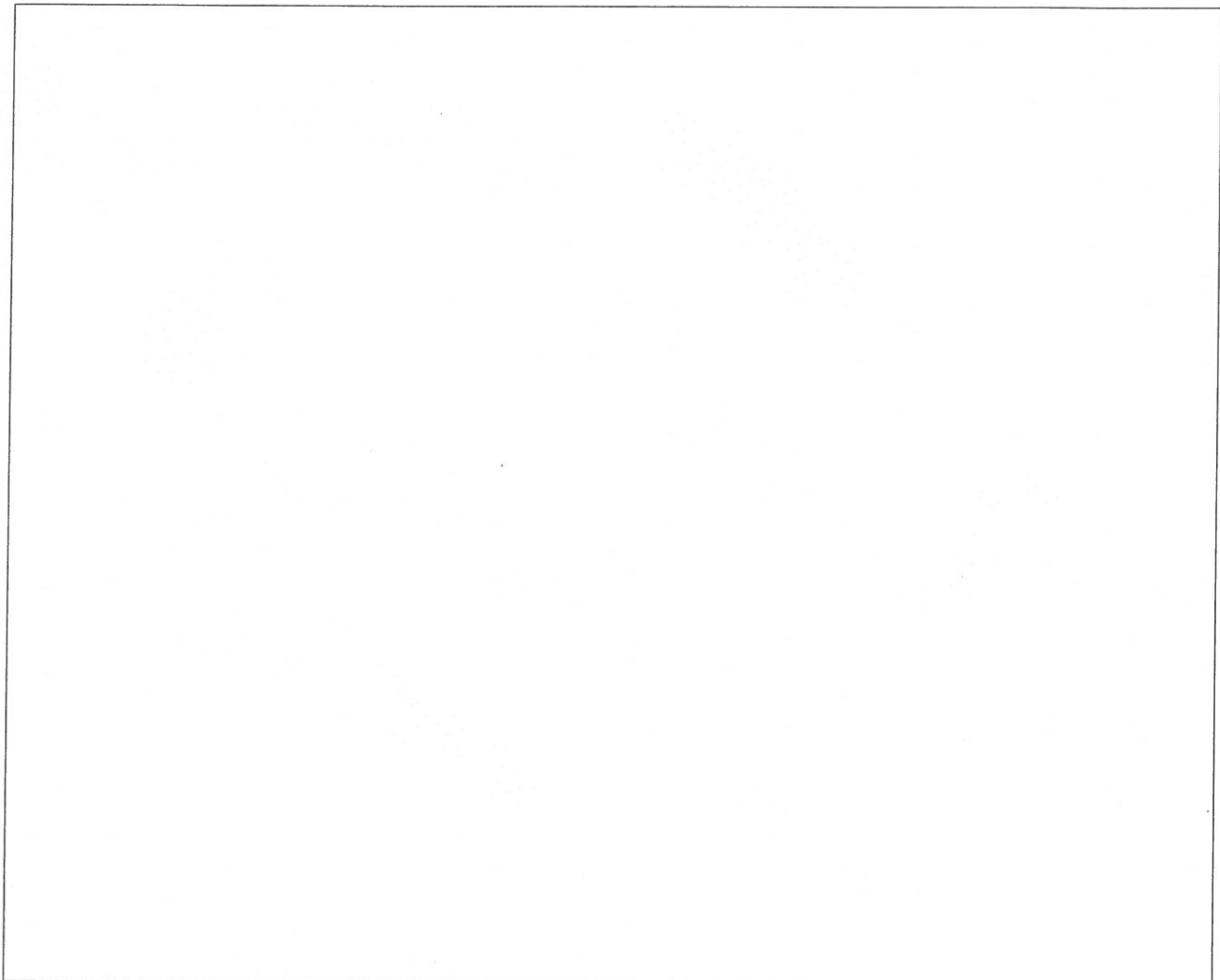
*Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov*

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.





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

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

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

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

Please clearly complete this form in its entirety.

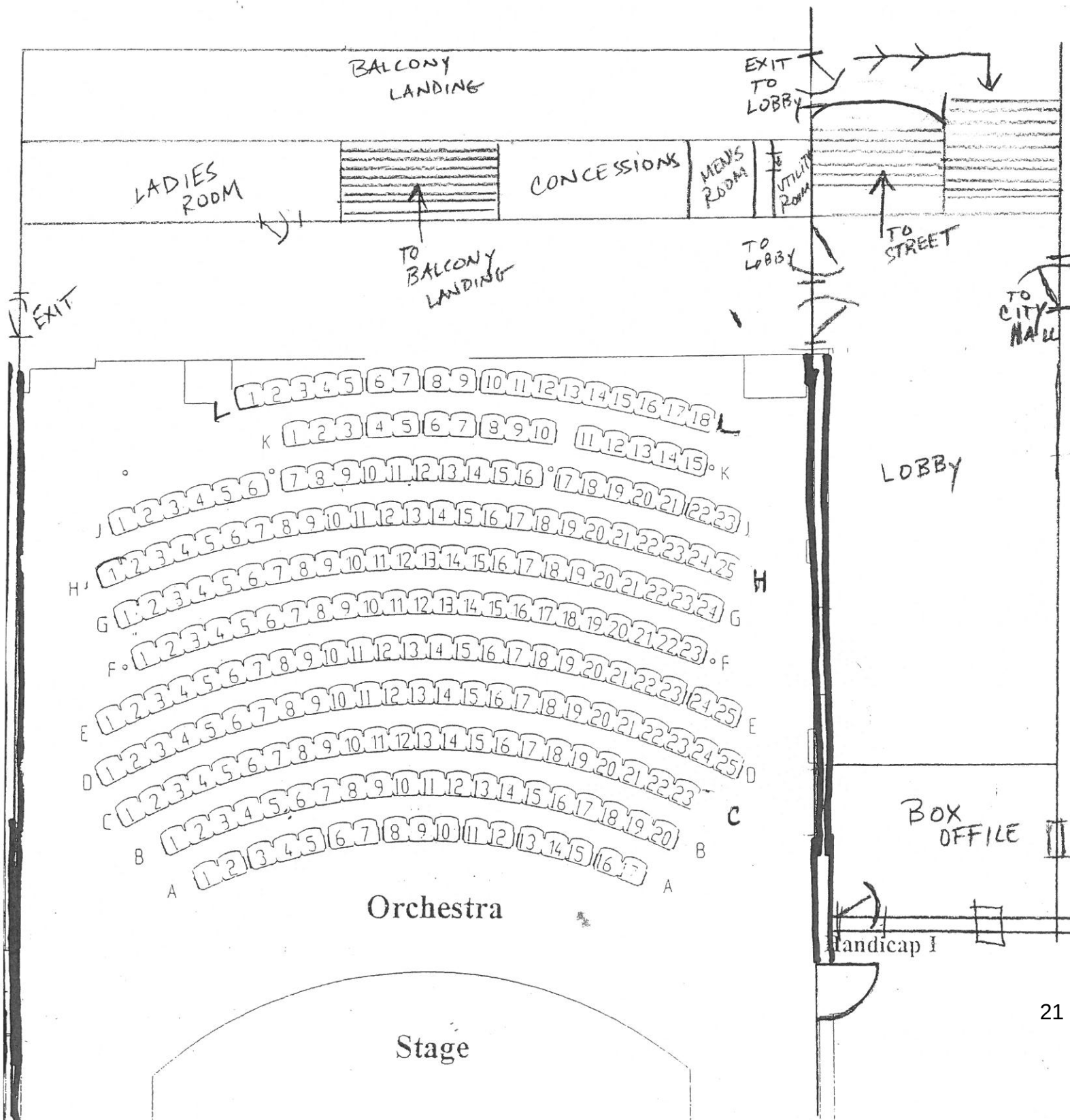
1. Exact legal name: CITY THEATRE ASSOCIATES INC.
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 5/2/18 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

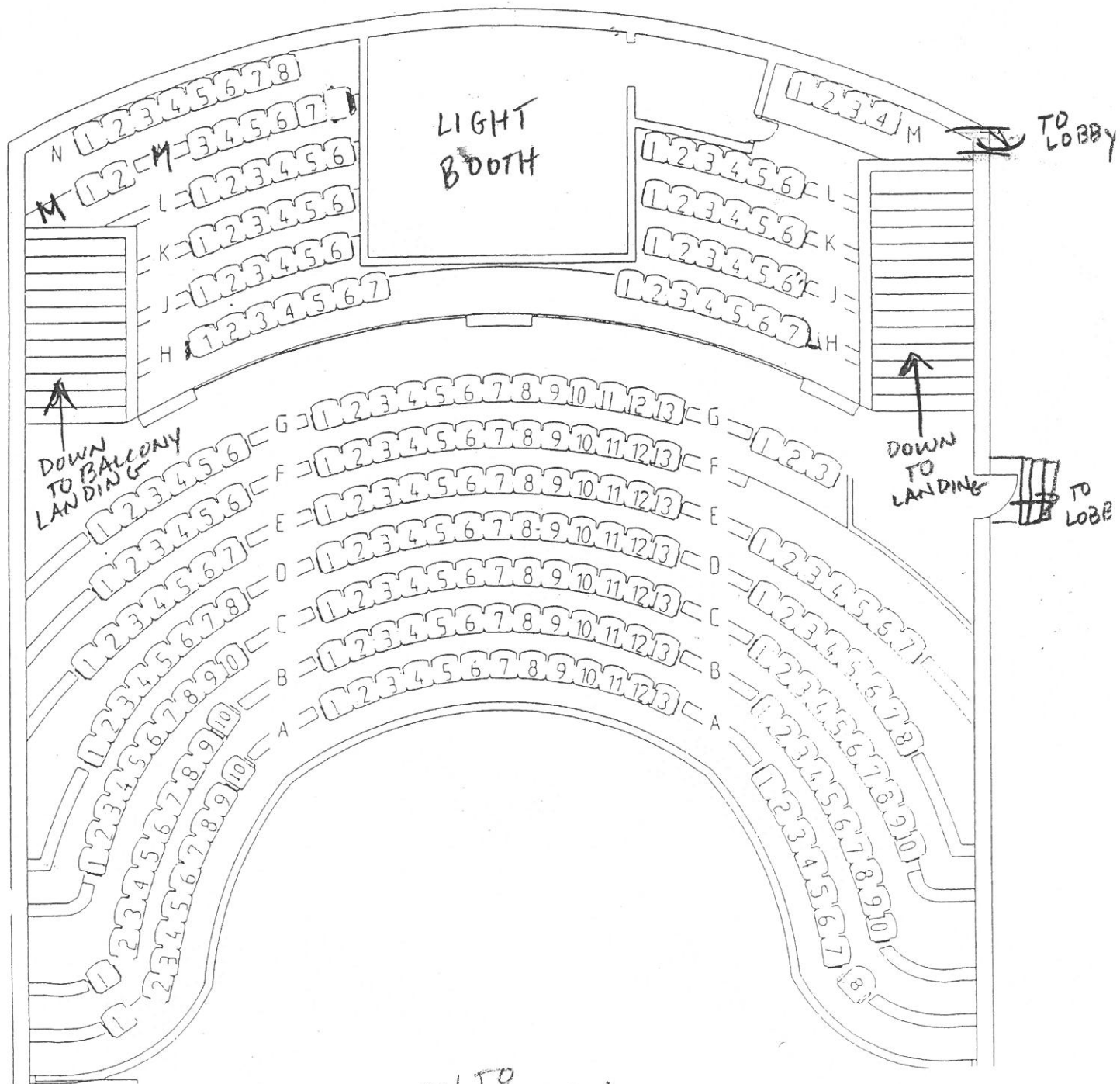
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
MARK J. NATHAN	5 LITTLE GREEN DRIVE	9/9/54	PRESIDENT	✓
				✓
				✓
				✓

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

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





7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒ If Yes, Name: _____ Agency: _____

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

Yes ☐ No ☒

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

Name: _____

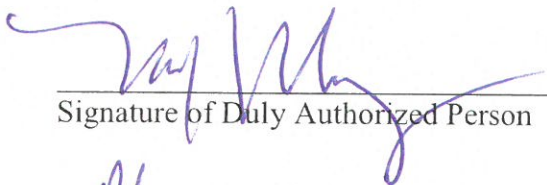
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

5/14/18
Date

Mark J. Nantowney

Print Name of Duly Authorized Person

Submit Completed Forms to:

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

APPLICATION NUMBER: 18-030-05

INDEMNIFICATION AND RELEASE PROVISIONS
CITY OF BIDDEFORD SPECIAL EVENT PERMIT

EFFECTIVE 7-6-2017 THE FOLLOWING

FEES WILL APPLY:

1001 Administrative fee	\$25.00
1001.1 Parade Permit fee	\$50.00
1002 Block Party Permit fee	\$75.00
1003 Mass Gathering fee	\$100.00

Pd. check 8225

A. In consideration for being permitted to use the facilities and/or rights-of-way of the City of Biddeford, (hereinafter "City"), La Kermesse Festival
(insert name of person/entity seeking permission to use facilities and/or right-of-way, hereinafter "Applicant") agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss, or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities and/or rights-of-way, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that in the event of damage, loss or injury to the facilities or to any property or equipment therein or to the City rights-of-way, the City may deduct from any damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will promptly reimburse the City for all costs associated therewith upon billing by the City.

C. In addition, in consideration for being permitted or allowed to use the facilities and/or right-of-way, Applicant on behalf of itself and its officers, employees, members, and participants, hereby expressly exempts and releases the City, its officers, employees, insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability claims and demands result from the act, omission, negligence, or other fault on the part of the City, its officer, or its employees, or from any other cause whatsoever.

D. In addition, La Kermesse Festival - American has furnished and attached two copies of certificates of insurance with the City of Biddeford named as an additional insured in the amount of \$400,000 unless a greater amount is warranted.

Paul N. Gagne (229-2024)
Signature of Applicant

5-8-18
Date

PAUL N. GAGNE
Printed Name of Applicant

APPLICATION NUMBER: _____

CITY OF BIDDEFORD
SPECIAL EVENT APPLICATION

City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Name of Event La Femme Location of Event Car West & Prospect
Date of Event: June 11-14 Start Time 4:00 PM Finish Time 11:00 PM

Detailed and specific description of Event (attached separate sheet if necessary)

Multi Cultural Event

Estimated # of Participants 75-125 Estimated Attendance 5,000 + or -

Type of Event:

☒ Festival/Fair With Alcohol: Yes: _____ ** No: _____

☐ Race/Walk/Bike Ride

☐ Concert

☒ Parade/March

☐ Other – Please Specify: _____

**** NOTE:** If alcohol is being sold, a Separate License must be obtained through application at City Clerk's Office, and must be approved by the City Council.

What impact will this have upon the surrounding neighborhood? (Noise, Traffic, etc.) Please explain:

No different than sports Activities &
Waterhouse field

APPLICATION NUMBER: _____

Describe the means by which the neighborhood (residents and businesses) will be notified of this event and its public hearing:

Advertising, Application to City & School Board
web-site - La Hermosa Festival, COM.

Organization (Applicant) Information

Name of Organization or Name of Applicant if NOT an Organization

La Hermosa Franco-American

Physical Address: 7 Kiment Ave.

Mailing Address: P.O. Box 289

Business Telephone 784-2983 Fax _____ E-mail _____

Income Tax Exempt: Yes: ☒ No: _____ Tax Exempt Number: 01-6075283

Contact Person/Event Coordinator

Name & Address

Jessica Queathrone

Telephone 571-4552 Cellular 294-2953 E-Mail _____

Relationship Organization: President

General Service Questions

Department of Public Works

Is the use of barricades necessary/requested for this event? X

If yes, number needed 50

Will it be necessary to cover street and/or parking signs for this event? NO If yes, please note on diagram.

What is your plan for cleanup and debris disposal for this event?

Blame Bros. Public Works & Volunteers

Is any other Public Works assistance anticipated?

Yes

Parks and Recreation Department

APPLICATION NUMBER: _____

Will this event take place in a Public Right of Way, Public Way, City Park or athletic field? yes

If yes, where

St. Lawrence Field, Waterhouse field (Far Area) Prospect street to Hillside Ave.

Will tenting/staging be utilized for this event? yes If yes, what is your plan to repair any damage caused by stakes, tie-downs, etc?

Liability Ins.

Any Parks and Recreation assistance required?

yes

Fire Department

Will the Fire Department have access to all sites in the event of an emergency?

yes

Will any fire hydrants be obstructed? no Will you have access to E 9-1-1?

yes

Will you have First Aid or medical staff present?

yes

Police Department

Is traffic control necessary for this event? yes If yes, who will provide it?

Beddeford Police for Parade

Is crowd control necessary for this event? yes If yes, who will provide it?

Private Security Corps
Production Services of Maine

Other

All vendors *must* obtain proper licenses/permits from the City Clerk's office (284-9307).

Indemnification agreement/insurance certificate must be attached to this application at the time of submission. Site Plan Sketch may be accompanied by a separate map, if necessary.

APPLICATION NUMBER: _____

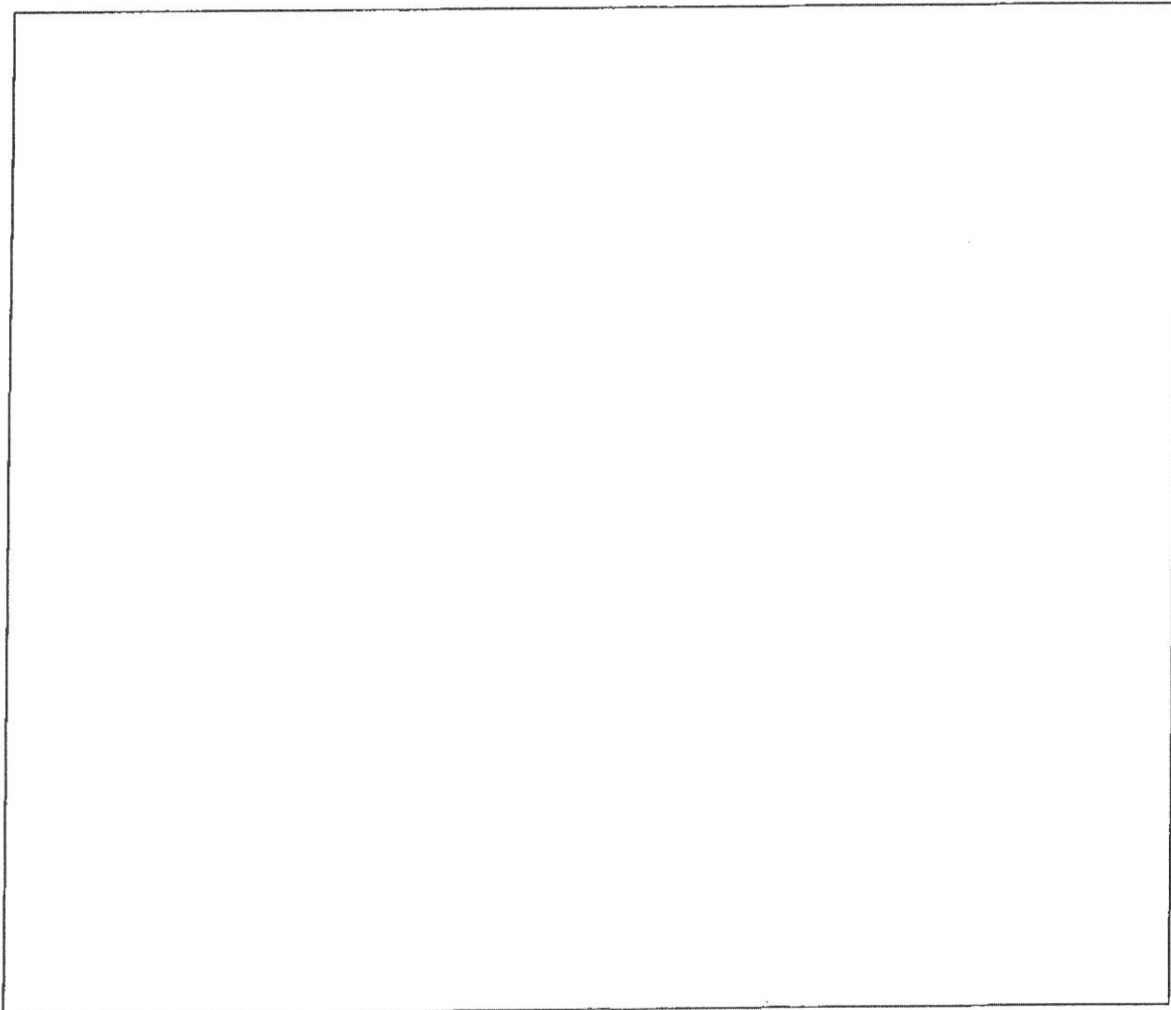
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Rest Facilities

Vender Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



Applicant's Statement of Agreement

Everything I have stated on this agreement is correct to the best of my knowledge. This permit, if granted, is not transferable and is revocable at any time at the discretion of the City of

APPLICATION NUMBER:_____

Biddeford. I understand that the issuance of this permit is contingent upon compliance with any and all conditions imposed by the City of Biddeford or its officers.

Applicant Signature: _____ Date _____

APPLICATION NUMBER: _____

CITY OF BIDDEFORD
BLOCK PARTY PERMIT APPLICATION

Name of Applicant La Kermesse Festival

Address P.O. Box 289

Telephone # 294-2953

Location of Block Party Meleane Park

Date of Block Party June 21st 2018

Start Time 4:00 PM Finish Time 10:00 PM

Block Party Regulations

Authorization to block off your street for a block party on the above date during the above stated time is contingent upon the following stipulations.

1. Although the street will be closed, provisions must be made for access by **EMERGENCY VEHICLES**. Barricades must be provided at the requesting party's expense. They must be of a temporary nature and easily removable in an emergency.
2. Block party must cease before dark, with all street obstructions and barricades removed.
3. Any debris or litter must be cleaned by the permit holder immediately following the event.
4. Music will be allowed but it must be maintained at a reasonable volume so as not to disturb nearby neighbors. Any complaint regarding noise of any type that is substantiated by the Police Department may cause this permit to be terminated without notice.
5. It is **ILLEGAL** in Maine to consume alcoholic beverages in public areas, which includes city streets and sidewalks. Any consumption of alcoholic beverages must take place on private property only.

On the following page, please attach or sketch a map showing the area to be blocked, the location of the barricades, and any other descriptive information pertinent to the issuance of this permit.

APPLICATION NUMBER: _____

PAGE 2 – BLOCK PARTY PERMIT

Attach your map or sketch below.

APPLICATION NUMBER: _____

REVIEW BY SPECIAL EVENTS COMMITTEE:

Having completed a review of the application, the proposal itself, the location of the vent and its impact upon services and resources, this application is:

APPROVED WITH MODIFICATIONS AND/OR RESTRICTIONS: _____

APPROVED AS SUBMITTED: _____

DENIED: _____

Modifications / Restrictions:

REASON(S) FOR DENIAL:

Police Chief

Date:

Fire Chief

Date

Public Works Director

Date:

Codes Enforcement Officer

Date:

Parks & Recreation

Date:

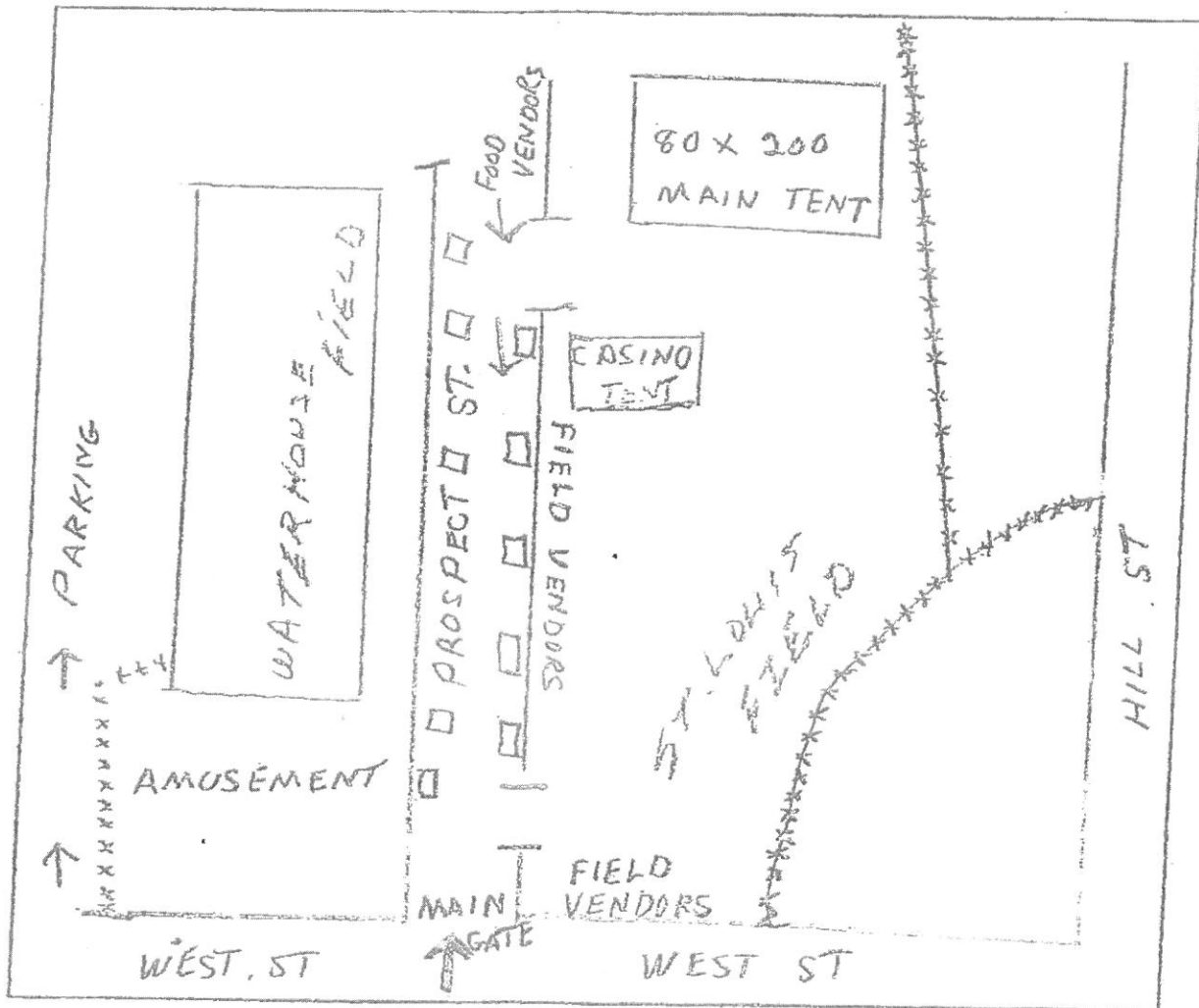
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Rest Facilities

Vender Locations
Garbage Cans
Water Sources

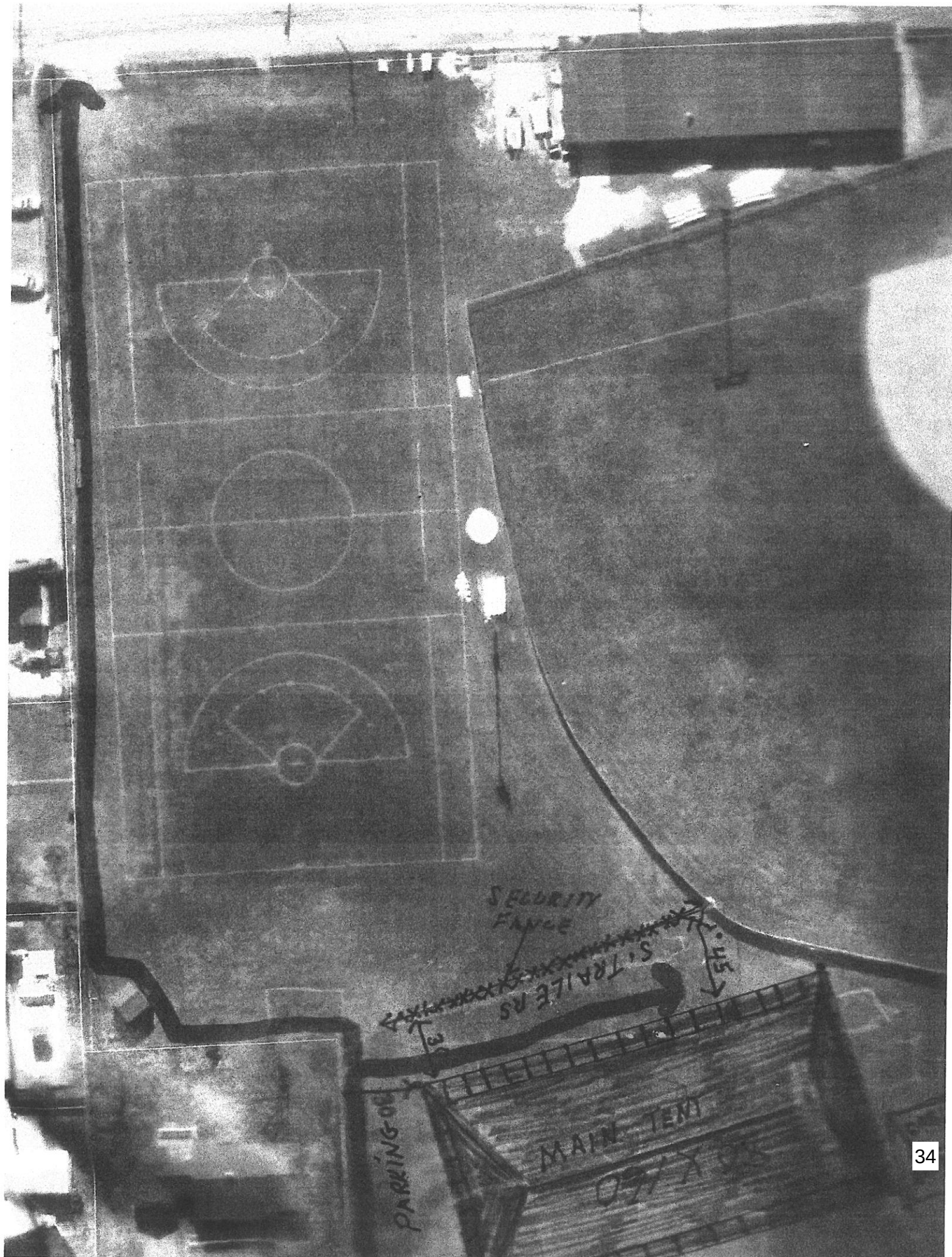
Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers

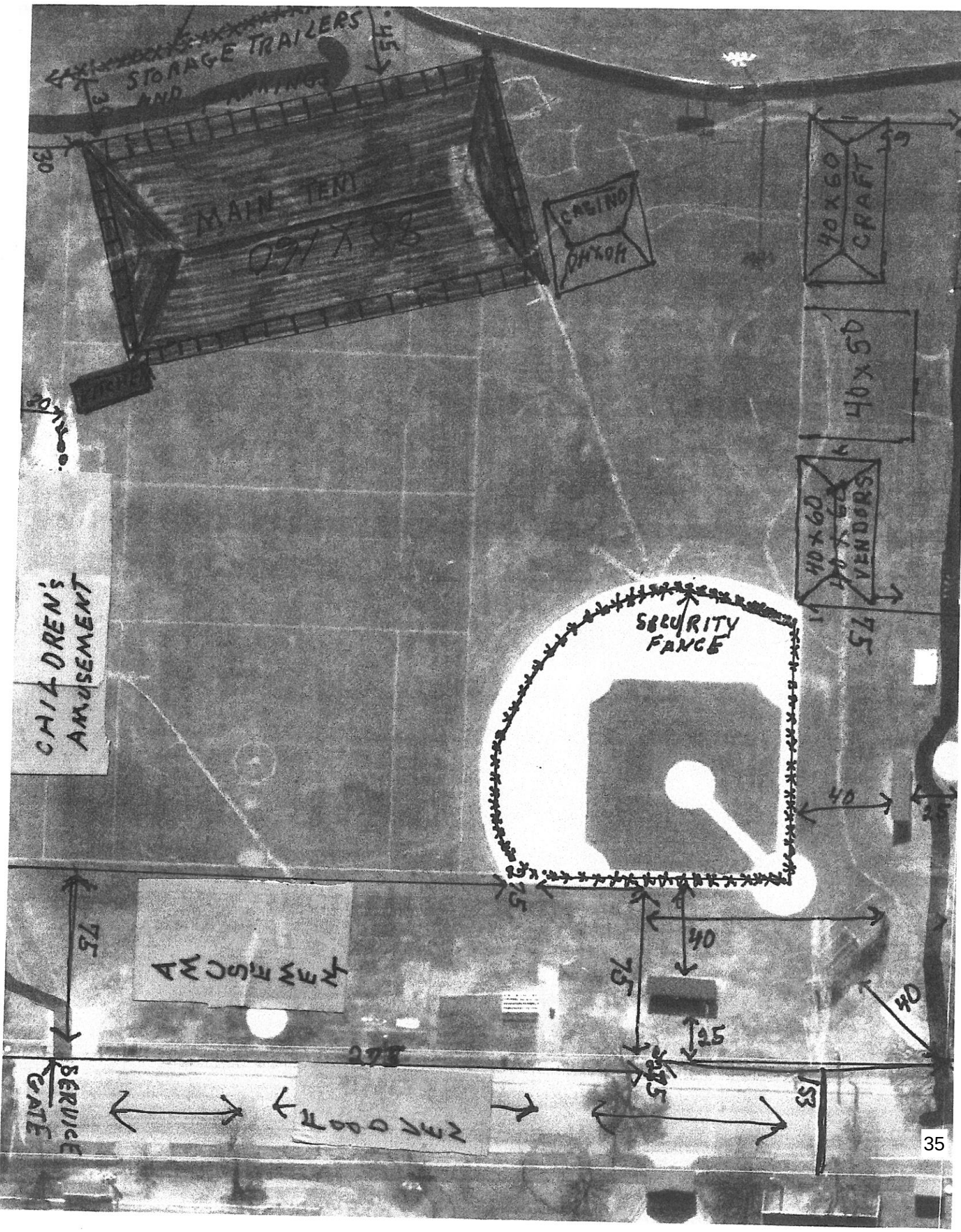


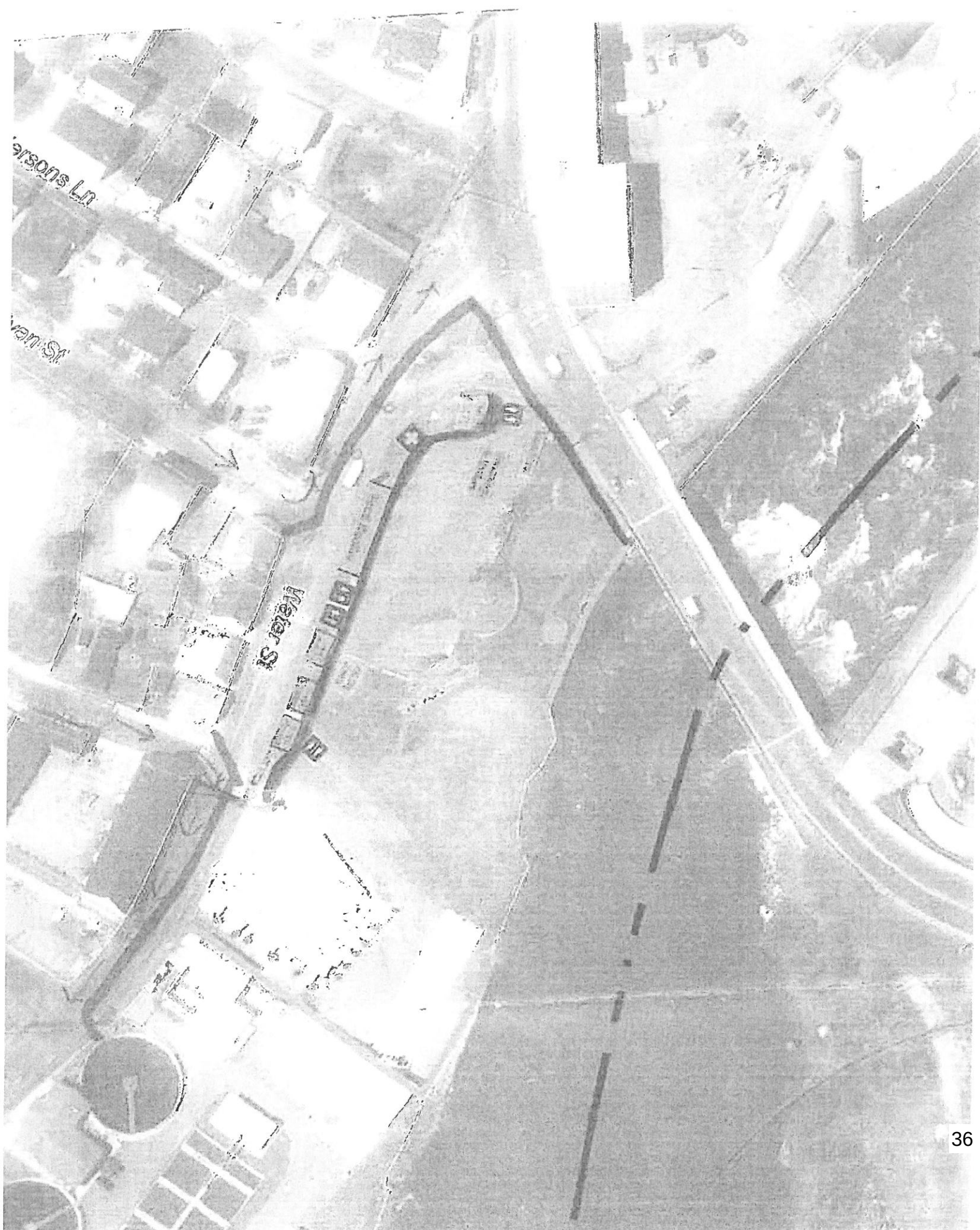
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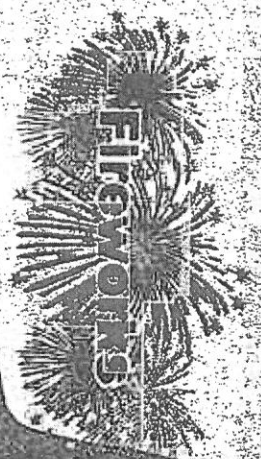
Revised 9/19/2012







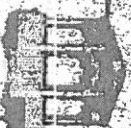
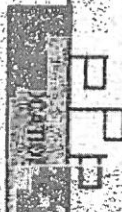
Block Party Map



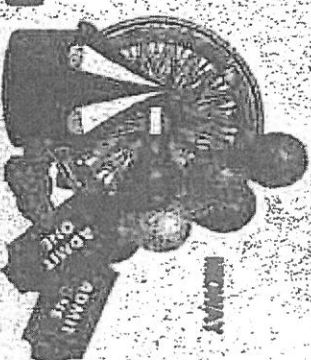
Saco

SACO

MECHANIC
PARK



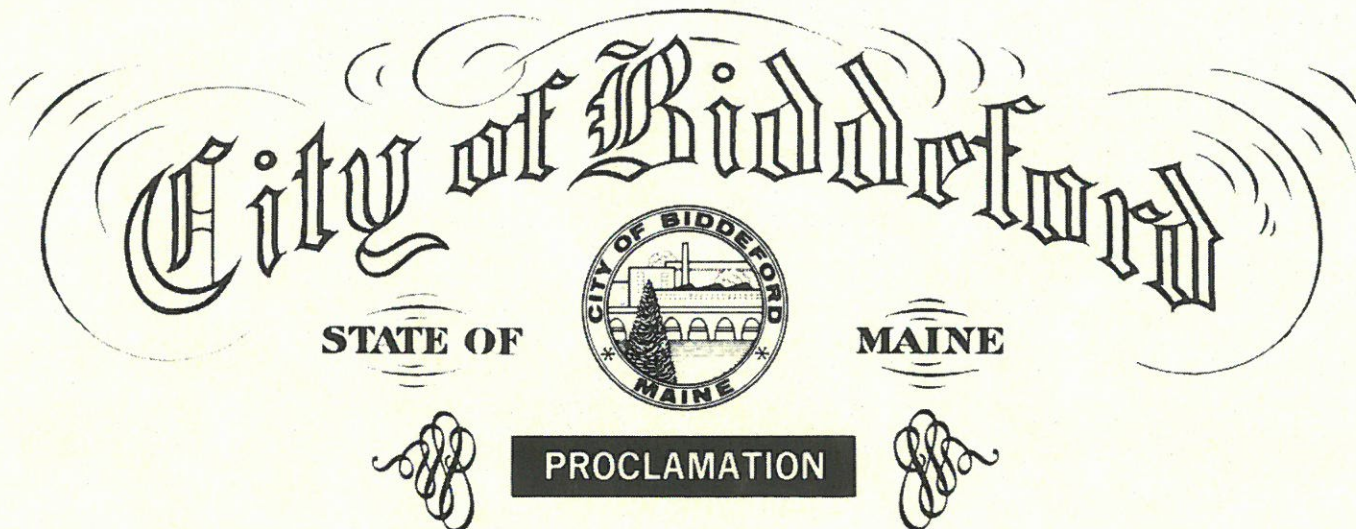
Amusement Co.
The Thrilling Amusement Park
Quincy, Massachusetts



WATER STREET

MAIN STREET

HILL
STREET



Whereas Whereas, Seeds of Hope was founded in 2008 as a community partnership among several church and service organizations under the umbrella of Christ Episcopal Church; and

Whereas, Seeds of Hope Neighborhood Center is non-sectarian and open to all people regardless of faith, sexual orientation, ethnic background, race, gender or level of physical or cognitive abilities; and

Whereas, the mission of Seeds of Hope is to collaborate with local communities and neighbors to find meaningful solutions to poverty, isolation and despair in a welcoming and compassionate environment; and

Whereas, Seeds of Hope has become a destination for hundreds each week, offering breakfast and lunch to those in need; and

Whereas Seeds of Hope has become a critical partner through its collaboration with Biddeford's General Assistance and Community Development offices by responding to requests for services to residents and operating a Career Resource Center; and

Whereas, Seeds of Hope offers free internet access, BiddefordOpenNet, for low-income neighbors in a 16 sq. block area; and

Whereas, Seeds of Hope has created a Security Deposit Revolving Loan Fund to assist those in need secure housing; and

Whereas, Seeds of Hope has always been guided by the needs of their neighbors and the stories that brought them through their doors; and

Whereas, Seeds of Hope always strives to support personal growth and independence, by meeting basic needs, offering new opportunities, and respecting the dignity of all individuals.

Now therefore, I, Alan Casavant, in celebration of the 10th year Anniversary of the founding of Seeds of Hope do hereby ask our community to join me in recognizing this invaluable service organization.

*In Witness Whereof, We, the undersigned have herewith
affixed our signatures this 5th day of June 2018*

Carmen J. Mori
City Clerk



Mayor

**COUNCIL MEETING
MAY 15, 2018**

Council President McCurry called the meeting to order at 6:00 p.m.

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

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

There were no adjustments to the agenda.

Motion by Councilor Ready, seconded by Councilor Quattrone to nominate Councilor Swanton as President Pro Tem.

Vote: 7/2; Councilors St. Cyr and Seaver opposed.

Councilors Swanton, McCurry, Quattrone, Foley, Belanger, Ready and Lessard in favor.

Motion carries.

*Proclamation: **Building Safety Month – May 2018***

Council President McCurry read the proclamation.

Consideration of Minutes: **May 1, 2018; May 8, 2018**

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

Vote: Unanimous.

*Second Readings: **SCHOOL DEPARTMENT BUDGET***

Essential Programs & Services Funding Act

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

Vote: Unanimous.

School Construction Projects – Local Share

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

Vote: Unanimous.

Additional Local Funds – for School Purposes

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

Vote: Unanimous.

School Appropriations:

- A. Regular Instruction**
- B. Special Education**
- C. Career & Technical Education**
- D. Other Instruction**
- E. Student & Staff Support**
- F. System Administration**
- G. School Administration**
- H. Transportation & Buses**
- I. Facilities Maintenance**
- J. Debt Service & Other Commitments**
- K. All Other Expenditures**
- L. TOTAL SCHOOL BUDGET**

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

Vote: Unanimous.

ADULT EDUCATION

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

Vote: Unanimous.

FOOD SERVICE

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

Vote: Unanimous.

Orders of the Day:

2018.42

IN BOARD OF CITY COUNCIL..MAY 15, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve and recommend the submittal of the City's CDBG Five Year Consolidated Plan and Year 1 Action Plan and accompanying documentation to the U.S. Department of Housing and Urban Development.

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

Councilor Ready asked to be allowed to abstain from voting on this order since his wife serves on the Board of one of the recipients of CDBG funds.

Motion by Councilor Belanger, seconded by Councilor Seaver to allow Councilor Ready to abstain from voting on this order.

Vote: Unanimous.

Motion by Councilor Seaver, seconded by Councilor Foley to amend the submitted budget to change CPCC to Coastal Healthy Communities Coalition.

Vote: Unanimous.

Vote on order, as amended: Unanimous, with Councilor Ready abstaining.

2018.43

IN BOARD OF CITY COUNCIL..MAY 15, 2018

BE IT RESOLVED, that the City Council of the City of Biddeford does hereby approve and recommend the submittal of the Analysis of Impediments to Fair Housing Choice to the U.S. Department of Housing and Urban Development.

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

Vote: Unanimous.

2018.44

IN BOARD OF CITY COUNCIL..MAY 15, 2018

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

Biddeford Code of Ordinances Part III (Land Development Regulations), Article XIV (Shoreland Zoning):

Section 15. Land Use Standards.

B. Principal and Accessory Structures.

1. All new principal and accessory structures shall be set back at least 100 feet, horizontal distance from the normal high-water line of great ponds classified GPA and rivers that flow to great ponds classified GPA, and 100 feet, horizontal distance, from the normal high-water line of other water bodies, tributary streams, or the upland edge of a wetland, except that in the General Development District the setback from the normal high-water line of the wetland shall be at least 25 feet, horizontal distance, ~~and~~ in the Commercial Fisheries/Maritime Activities District there shall be no minimum setback, and the setback for structures from the normal high-water line of the wetland shall be at least 75 feet, horizontal distance, in that portion of the Institutional (IN) Zone subject to the Limited Residential (LR) Shoreland District described as follows:

A certain lot or parcel of land situated on the easterly side of Hills Beach Road, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point marking the northerly end of the property line between Map 52 Lot 4 and Map 51 Lot 13 as shown on City of Biddeford Official Tax Map 52, revision April 1, 2017;

THENCE: southerly along said property line between Map 52 Lot 4 and Map 51 Lot 13 as shown on City of Biddeford Official Tax Map 52, revision April 1, 2017, a distance of 282 feet more or less to the intersection of said property line with the city of Biddeford Limited Residential (LR) zone boundary;

THENCE: easterly along said LR zone boundary a distance of 1035 feet more or less to a point;

THENCE: northeasterly 280 feet more or less to a point on the upland edge of the coastal wetland adjacent to the Saco River.

Meaning and intending to encompass a portion of Lot 4, as shown on City of Biddeford Official Tax Map 52.

Within that portion of the Institutional (IN) Zone subject to a Shoreland Zoning District, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows: The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.

Biddeford Code of Ordinances Part III (Land Development Regulations), Article V Establishment of Zones), Table A (Table of Land Uses), Note 20:

20. Within that portion of the ~~i~~Institutional (IN) ~~z~~Zone subject to ~~at~~the Shoreland Zoning District ~~shoreland zoning provisions of the Shoreland Protection Zone~~, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows:- The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.

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

Motion by Councilor Belanger, seconded by Councilor Swanton to amend the ordinance by limiting the lot line of the setback from 100 feet to 75 feet in the area proposed as “Waterfront Park.”

Vote: 5/4; Councilors Lessard, Seaver, Quattrone and McCurry opposed.

Councilors Swanton, St. Cyr, Foley, Belanger and Ready in favor.

Motion to amend carries.

Vote on motion, as amended: 6/3; Councilors Lessard, Quattrone and McCurry opposed.

Councilors Swanton, St. Cyr, Foley, Belanger, Ready and Seaver in favor.

First reading carries.

2018.45 IN BOARD OF CITY COUNCIL..MAY 15, 2018

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 2, Administration, Article V, Finance, **Division 5. Unrestricted Fund Balance Policy** be amended by adding and deleting the attached language:

NOTE: The Finance Committee reviewed this item at their April 17, 2018 meeting and voted 3/1 to send to full Council for consideration.

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

Motion by Councilor St. Cyr, seconded by Councilor Belanger to amend the ordinance, on page 3, section (e), by adding **(5) To offset the increase in property taxes.**
Vote: Unanimous.

Vote on motion, as amended: Unanimous.

2018.46 **IN BOARD OF CITY COUNCIL..MAY 15, 2018**

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the relocation of the artillery piece currently located in City Square Park at the intersection of Main and Lincoln Streets to the Biddeford Veterans Memorial Park near the intersection of Alfred and Pool Streets.

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

Appointment: MMA's 2018/2020 Legislative Policy Committee Representative

Motion by Councilor Ready, seconded by Councilor Lessard to nominate the City Manager, James Bennett as Biddeford's Representative to MMA's Legislative Policy Committee.
Vote: Unanimous.

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

City Manager Report:

City Manager, James Bennett noted that Staff is looking at ways to utilize CDBG funds for more projects related to community development.

Other Business:

Councilor Swanton: announced that the Cable TV Committee currently has an opening and encouraged anyone interested in serving on this committee to contact the City Clerk for a Committee Application.
He also noted that Public Access does loan out equipment.

Councilor Swanton also announced that a Special Council Meeting has been scheduled for next Tuesday, May 22nd at 6:30 p.m. for the 2nd Reading of the City Government Budget.

Council President Addressing the Council: Councilor McCurry thanked the Superintendent of Schools, the School Committee, School Administration and the City Council for all the work done to approve the School Department Budget. He is hopeful that the voters will vote to approve the School Budget at the June 12th Election.

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

Time: 8:05 p.m.

Attest by: _____
Carmen J. Morris, City Clerk

**SPECIAL COUNCIL MEETING
2ND READING OF CITY GOVERNMENT BUDGET
MAY 22, 2018**

Mayor Casavant called the meeting to order at 6:30 p.m.

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

Laura Seaver was excused.

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

There were no adjustments to the agenda.

Motions needed to correct the budget numbers, as they were published in the newspaper for the Public Hearing:

- (1) Motion by Councilor Ready, seconded by Councilor Foley to amend the General Government line by adding \$50,000.

Vote: Unanimous.

- (2) Motion by Councilor Ready, seconded by Councilor Foley to amend the Estimated Revenues – Non-School, by increasing by \$40,000.

Vote: Unanimous.

Second Readings:

{For a copy of the budget orders and first readings, see the Council Meeting minutes of May 8, 2018.}

CITY GENERAL FUND:

- A. General Government**
- B. Public Safety**
- C. Public Works**
- D. Public Services**
- E. Social & Municipal Services**
- F. Debt Service**
- G. Capital Outlays**
- H. TOTAL CITY BUDGET**

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

Motion by Councilor Lessard, seconded by Councilor Belanger to amend the General Government line by increasing the Contingency line by \$250,000.

Vote: 4/4; Councilors Ready, Foley, St. Cyr and Swanton opposed.

Councilors McCurry, Quattrone, Belanger and Lessard in favor.

Mayor Casavant voted in opposition to break the tie.

Amendment fails.

Motion by Councilor Belanger, seconded by Councilor Foley to amend the Public Safety line by increasing the Fire Department by \$254,015; and Fringe Benefits by \$107,356 for four(4) additional employees in the Fire Department.

Vote: 3/5; Councilors McCurry, Lessard, Quattrone, St. Cyr and Swanton opposed.

Councilors Foley, Belanger and Ready in favor.

Amendment fails.

Motion by Councilor Quattrone, seconded by Councilor Lessard to amend the Public Works line by increasing the Solid Waste Management line by \$22,633; and the Fringe Benefits line by \$15,029 in order to retain the Public Works position after January 1, 2019.

Vote: 5/3; Councilors Ready, Belanger and St. Cyr opposed.

Councilors Swanton, McCurry, Quattrone, Foley and Lessard in favor.

Amendment carries.

Motion by Councilor Ready, seconded by Councilor Foley to amend the Public Safety line by increasing the Fire Department by \$127,008; and Fringe Benefits by \$53,678 for two(2) additional employees in the Fire Department.

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

Councilors Swanton, Foley, Belanger and Ready in favor.

Mayor Casavant voted in favor to break the tie.

Amendment carries.

Motion by Councilor Foley, seconded by Councilor Belanger to amend the Social & Municipal Services line by increasing the funding to Heart of Biddeford by \$5,000 to assist with advertising of downtown events.

Vote: 6/2; Councilors Ready and McCurry opposed.

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

Amendment carries.

Motion by Councilor Swanton, seconded by Councilor Quattrone to amend the Public Services line by increasing the J. Richard Martin Community Center Maintenance line by \$50,000.

Vote: 4/4; Councilors Ready, Belanger, St. Cyr and McCurry opposed.

Councilors Swanton, Quattrone, Foley and Lessard in favor.

Amendment fails.

Motion by Councilor Belanger, seconded by Councilor Quattrone to amend the Social & Municipal Services line by adding \$10,000 for the Biddeford Cultural and Heritage Center.

Vote: 5/3; Councilors St. Cyr, Swanton and McCurry opposed.

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

Amendment carries.

Motion by Councilor St. Cyr, seconded by Councilor Lessard to amend the General Government line by reducing it by a total of \$44,345, which is half of what is in the budget for the Communications position; broken down as follows: 21102-Administrative - \$36,359; and 21179-Fringe Benefits - \$7,986.

Vote: 4/4; Councilors Ready, Belanger, Foley and Swanton opposed.

Councilors McCurry, St. Cyr, Quattrone and Lessard in favor.

Mayor Casavant voted in opposition to break the tie.

Amendment fails.

Motion by Councilor St. Cyr, seconded by Councilor McCurry amend the Revenues – Non-School line by increasing it by \$30,812, which is half of the additional staff position in Human Resources.

Vote: 5/3; Councilors Ready, Foley and Belanger opposed.

Councilors Swanton, McCurry, St. Cyr, Quattrone and Lessard in favor.

Amendment carries.

Motion by Councilor Swanton, seconded by Councilor Quattrone to amend the Public Services line by increasing the J. Richard Martin Community Center Maintenance by \$30,000, earmarked to convert the sprinkler system in the attic to a dry system.

Vote: 6/2; Councilor Ready and St. Cyr opposed.

Councilors Swanton, McCurry, Quattrone, Foley, Belanger and Lessard in favor.

Amendment carries.

The Chair took a 15 minute recess.

The Chair reconvened the meeting.

Motion by Councilor Belanger, seconded by Councilor Ready to amend General Government by increasing the Contingency account by \$140,000.

Vote: 4/4; Councilors Quattrone, St. Cyr, Swanton and McCurry opposed.

Councilors Foley, Belanger, Ready and Lessard in favor.

Mayor Casavant voted in favor to break the tie.

Amendment carries.

GENERAL GOVERNMENT	\$10,894,712
	\$11,156,121
PUBLIC SAFETY	\$10,098,307
	\$10,225,314
PUBLIC WORKS	\$4,559,721
	\$4,579,653
PUBLIC SERVICES	\$1,246,878
	\$1,276,878
SOCIAL & MUNICIPAL SERVICES	\$851,817
	854,817
	\$869,817
DEBT SERVICE	\$2,799,614
CAPITAL OUTLAYS	\$1,515,547
TOTAL	\$ 31,966,596
	31,969,596
	\$32,422,944

Vote on 2nd Reading of the order, as amended: 5/3; Councilors Quattrone, St. Cyr and McCurry opposed.
 Councilors Swanton, Foley, Belanger, Ready and Lessard in favor.
 Motion carries.

ESTIMATED REVENUES/FUND BALANCE APPROPRIATIONS:

- A. Non-School**
- B. Education**
- C. Adult Education**
- D. State Revenue Sharing**
- E. Homestead**
- F. BETE**
- G. State Allocation to Education**

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

Motion by Councilor McCurry, seconded by Councilor Foley to amend to the adjusted amounts, as noted above.
 Vote: Unanimous.

ESTIMATED REVENUES:

	Non-School:	\$ 7,893,235
		\$7,964,047
	Education:	\$ 573,170
	Adult Education:	\$ 156,528
	State Revenue Sharing:	\$ 1,425,000
	Homestead:	\$ 844,050
	BETE:	\$ 363,990
	State Allocation to Education:	\$ 13,394,830
APPROPRIATIONS FROM FUND BALANCE, EDUCATION:		\$ 1,351,144
APPROPRIATIONS FROM FUND BALANCE, CITY:		\$ 0
TOTAL ESTIMATED REVENUES AND APPROPRIATIONS FROM FUND BALANCE:		
		\$ 26,001,947
		\$26,072,759

Vote on order, as amended: Unanimous.

AIRPORT OPERATIONS FUND:

Motion by Councilor McCurry, seconded by Councilor Swanton to grant the second reading of the order.
Vote: 6/2; Councilors Lessard and St. Cyr opposed.
Councilors Swanton, McCurry, Quattrone, Foley, Belanger and Ready in favor.
Motion carries.

CDBG FUND:

Motion by Councilor McCurry, seconded by Councilor Swanton to grant the second reading of the order.
Vote: Unanimous, with Councilor Ready abstaining.

COMMUNITY T.V. CENTER FUND:

Motion by Councilor McCurry, seconded by Councilor Foley to grant the second reading of the order.
Vote: Unanimous.

MOORING FEES FUND:

Motion by Councilor Ready, seconded by Councilor Swanton to grant the second reading of the order.
Vote: 5/3; Councilors Lessard, Quattrone and St. Cyr opposed.
Councilors Swanton, McCurry, Foley, Belanger and Ready in favor.
Motion carries.

POOL BEACH PERMITS FUND:

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

RECREATION PROGRAMS FUND:

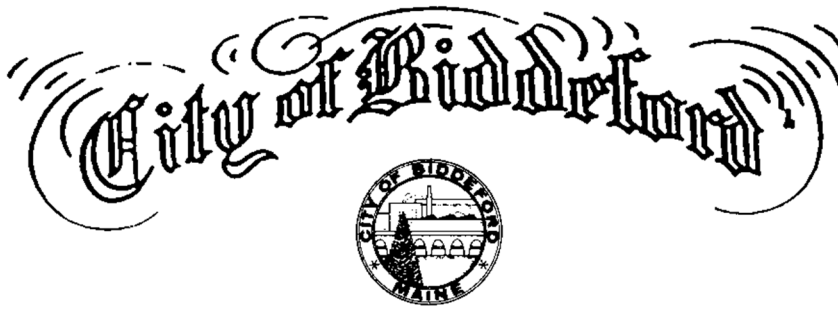
Motion by Councilor McCurry, seconded by Councilor Ready to grant the second reading of the order.
Vote: Unanimous.

SEWER OPERATIONS FUND:

Motion by Councilor Ready, seconded by Councilor Swanton to grant the second reading of the order.
Vote: Unanimous.

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

Attest by: _____
Carmen J. Morris, City Clerk



2018.44

IN BOARD OF CITY COUNCIL..MAY 15, 2018

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

Biddeford Code of Ordinances Part III (Land Development Regulations), Article XIV (Shoreland Zoning):

Section 15. Land Use Standards.

B. Principal and Accessory Structures.

1. All new principal and accessory structures shall be set back at least 100 feet, horizontal distance from the normal high-water line of great ponds classified GPA and rivers that flow to great ponds classified GPA, and 100 feet, horizontal distance, from the normal high-water line of other water bodies, tributary streams, or the upland edge of a wetland, except that in the General Development District the setback from the normal high-water line of the wetland shall be at least 25 feet, horizontal distance, ~~and~~ in the Commercial Fisheries/Maritime Activities District there shall be no minimum setback, and the setback for structures from the normal high-water line of the wetland shall be at least 75 feet, horizontal distance, in that portion of the Institutional (IN) Zone subject to the Limited Residential (LR) Shoreland District described as follows:-

A certain lot or parcel of land situated on the easterly side of Hills Beach Road, in the City of Biddeford, County of York, State of Maine, and being more specifically bounded and described as follows:

BEGINNING at a point marking the northerly end of the property line between Map 52 Lot 4 and Map 51 Lot 13 as shown on City of Biddeford Official Tax Map 52, revision April 1, 2017;

THENCE: southerly along said property line between Map 52 Lot 4 and Map 51 Lot 13 as shown on City of Biddeford Official Tax Map 52, revision April 1, 2017, a distance of 282 feet more or less to the

~~intersection of said property line with the city of Biddeford Limited Residential (LR) zone boundary;~~

~~THENCE: easterly along said LR zone boundary a distance of 1035 feet more or less to a point;~~

BEGINNING at a point marking the intersection of the north westerly extension of the south westerly sideline of the UNE wastewater treatment plant and the upper edge of the coastal wetland adjacent to the Saco River, thence southerly along a line through the south westerly sideline of the UNE wastewater treatment plant a distance of 310 feet more or less to the intersection of said line with the city of Biddeford Limited Residential (LR) zone boundary;

THENCE: north easterly along said LR zone boundary a distance of 414 feet more or less to a point;

THENCE: northerly 340 feet more or less to a point on the upland edge of the coastal wetland adjacent to the Saco River.

Meaning and intending to encompass a portion of Lot 4, as shown on City of Biddeford Official Tax Map 52.

Within that portion of the Institutional (IN) Zone subject to a Shoreland Zoning District, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows: The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.

Biddeford Code of Ordinances Part III (Land Development Regulations), Article V Establishment of Zones), Table A (Table of Land Uses), Note 20:

20. Within that portion of the ~~i~~Institutional (IN) ~~z~~Zone subject to ~~at~~the Shoreland Zoning District shoreland zoning provisions of the Shoreland Protection Zone, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows: The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.

May 15, 2018

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

Motion by Councilor Belanger, seconded by Councilor Swanton to amend the ordinance follow the lot lines as provided by Ken Buechs and the Conservation Commission.

Vote: 5/4; Councilors Lessard, Seaver, Quattrone and McCurry opposed.

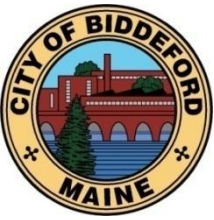
Councilors Swanton, St. Cyr, Foley, Belanger and Ready in favor.

Motion to amend carries.

Vote on motion, as amended: 6/3; Councilors Lessard, Quattrone and McCurry opposed.

Councilors Swanton, St. Cyr, Foley, Belanger, Ready and Seaver in favor.

First reading carries.



CITY OF BIDDEFORD

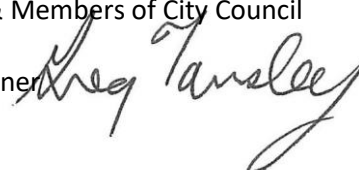
PLANNING DEPARTMENT

Greg D. Tansley, AICP
205 Main Street
PO Box 586
Biddeford, ME 04005
(207) 284-9115

Greg.Tansley@Biddefordmaine.org

MEMORANDUM

To: Mayor Casavant
Council President McCurry & Members of City Council

From: Greg Tansley, AICP, City Planner 

Date: May 4, 2018

Re: **University of New England (UNE) Requested** Proposed Amendments related to Shoreland Zoning and the Limited Residential (LR) Shoreland Zoning District

The University of New England originally submitted a request for a Shoreland Zoning modification for their property along the Saco River in December 2017. After several Public Hearings at the Planning Board, regarding several different versions of an amendment, the Planning Board on May 2, 2018 voted to forward the attached amendment to the City Council with a recommendation that it pass.

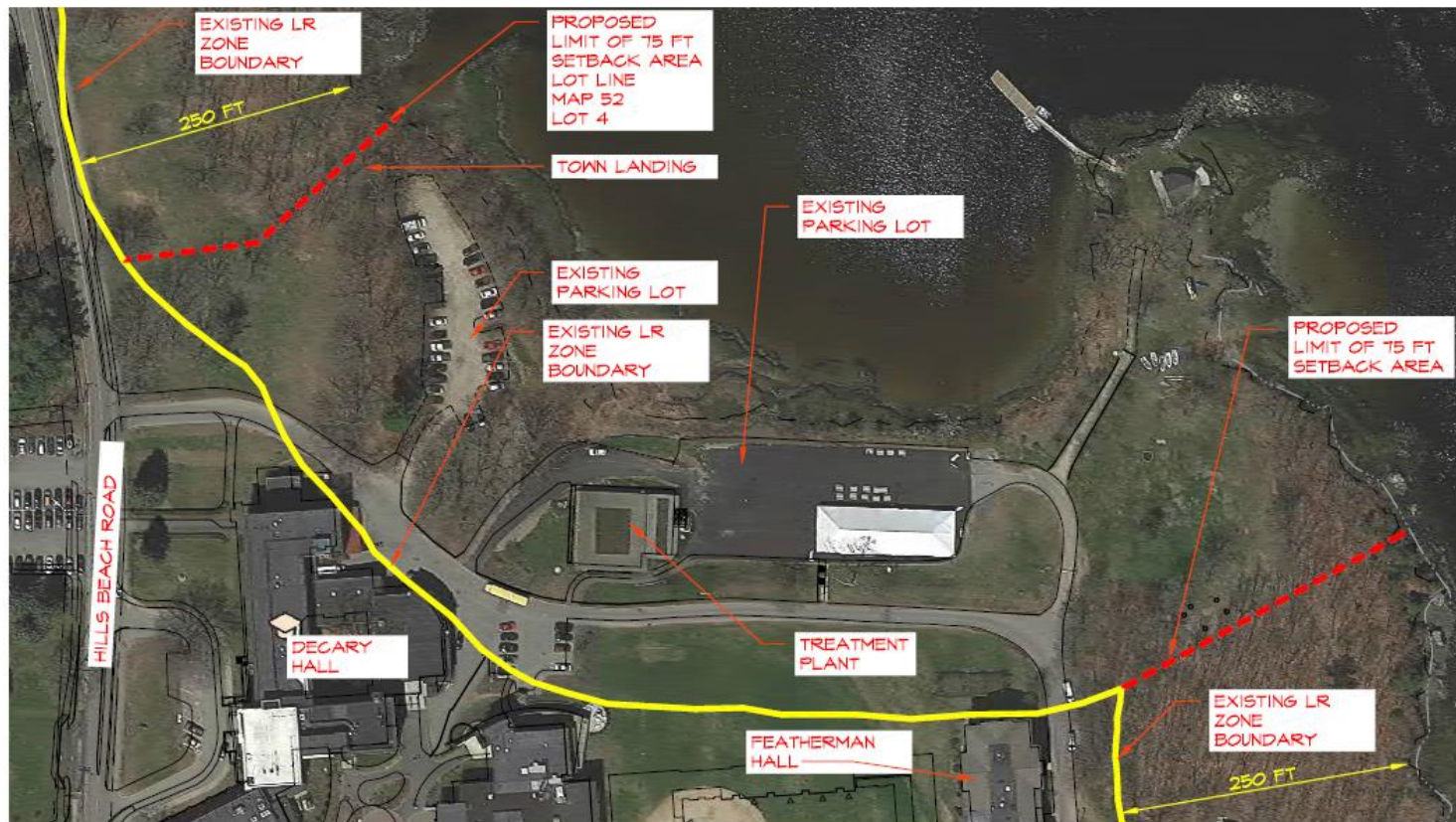
The proposed amendment would create a small portion of UNE's waterfront as reduced structure setback area of 75' rather than 100'. This portion of the campus is roughly between Town Landing and Featherman Hall and encompasses much of the campus that has already been developed/alterd. A map is provided that depicts this area which would have the reduced setback. This area is roughly what is depicted on the overall Waterfront Activities Master Plan developed by the UNE (attached as well for your information).

The amendment also incorporates the language in the general zoning ordinance known as "Note 20" into the Shoreland Zoning Ordinance for that portion of the Institutional (IN) Zone subject to Shoreland Zoning. This language limits new buildings in the Shoreland Zoning areas of UNE.

The Planning Board held the Public Hearing on May 2, 2018 and unanimously voted 4-0 to recommend the Ordinance Amendments (attached) pass at the City Council.

Please let me know if you have any questions.

Cc: J. Bennett, City Manager
M. Eddy, Economic Development Director
A. Thibeault, UNE
File



GRAPHIC SCALE

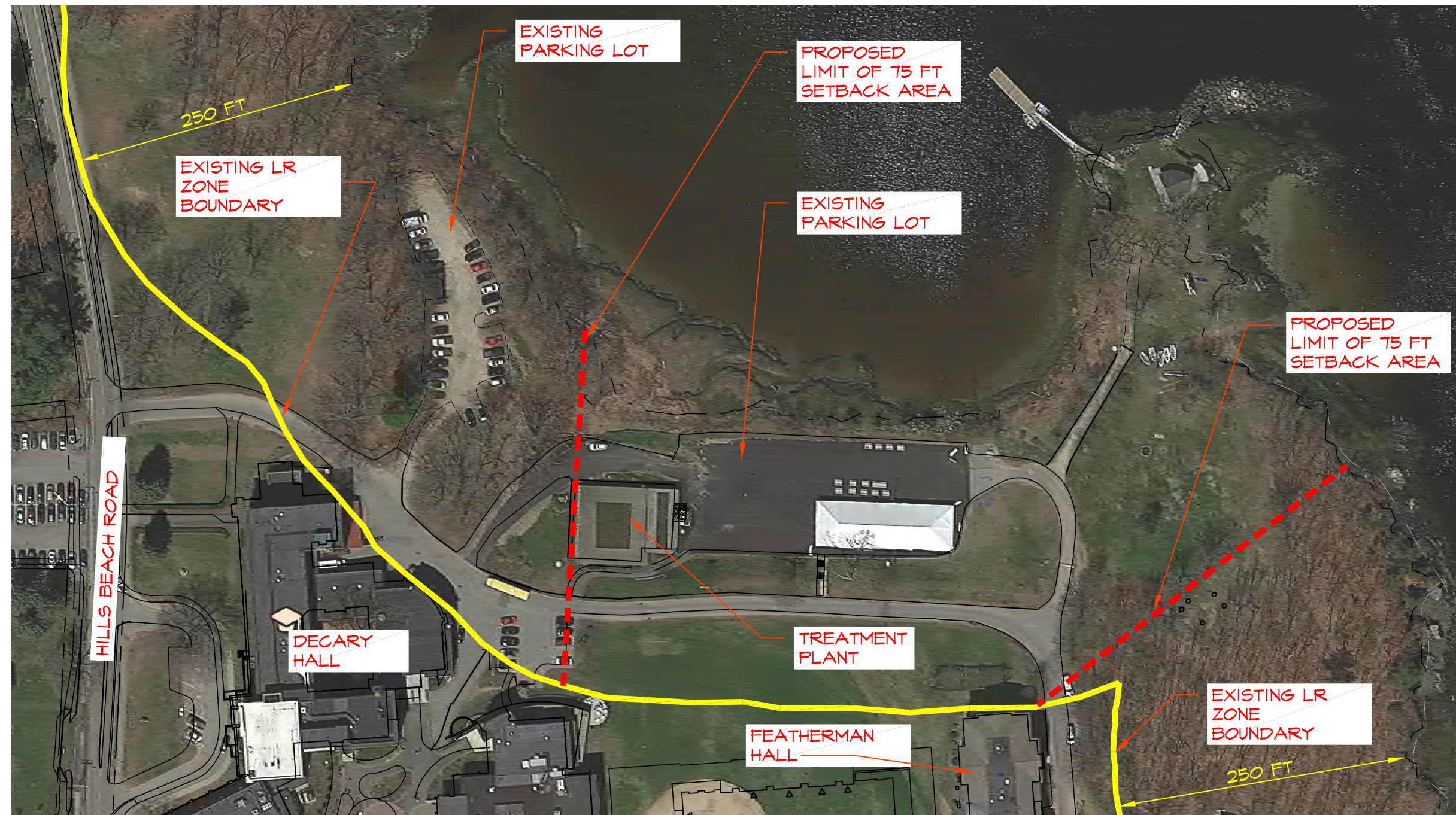


(IN FEET)
1 inch = 100 ft.



UNIVERSITY OF NEW ENGLAND
11 HILLS BEACH ROAD
PROPOSED ZONING AMENDMENT
APRIL 13, 2018





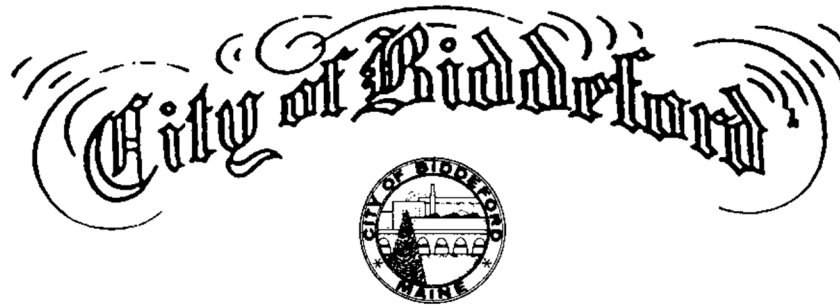
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



UNIVERSITY OF NEW ENGLAND
11 HILLS BEACH ROAD
PROPOSED ZONING AMENDMENT
JUNE 4, 2018



2018.45

IN BOARD OF CITY COUNCIL..MAY 15, 2018

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 2, Administration, Article V, Finance, **Division 5. Unrestricted Fund Balance Policy** be amended by adding and deleting the attached language:

NOTE: The Finance Committee reviewed this item at their April 17, 2018 meeting and voted 3/1 to send to full Council for consideration.

May 15, 2018

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

Motion by Councilor St. Cyr, seconded by Councilor Belanger to amend the ordinance, on page 3, section (e), by adding **(5) To offset the increase in property taxes.**
Vote: Unanimous.

Vote on motion, as amended: Unanimous.

Chapter 2. Administration

ARTICLE V. FINANCE

DIVISION 5. ~~UNRESTRICTED-UNASSIGNED~~ FUND BALANCE POLICY

[Ord. of 2-16-1999(1); Ord. No. 2000.91, 10-26-2000; amended 4-1-2014 by Ord. No. 2014.24] Sec.

2-371. Purpose.

The purpose of this policy is to establish and provide for the sound financial management of the City's ~~unrestricted-unassigned~~ general fund balances. Establishing a minimum, adequate level for the ~~unrestricted-unassigned~~ general fund balance can provide the City the ability to meet financial uncertainties arising from declining real estate values or the loss of a major tax base, changes in spending requirements that may be imposed by the federal or state governments, by natural disasters or infrastructure failure, or by litigation. Maintaining an adequate level in the ~~unrestricted-unassigned~~ general fund balance is important to the stability of the City's financial management, especially towards contributing to adequate operating cash where all liabilities are recognized. Finally, an adequate general fund balance contributes to higher bond credit ratings, which offers the potential for lower interest costs on long-term financings.

~~Unrestricted-Unassigned~~ general fund balances above and beyond a twelve-and-one-half-percent level could then aid the City in meeting future capital project needs by setting aside funds assigned to a specific future use and which are otherwise not available for appropriation or expenditure unless the capital project is completed or canceled. The stated goal of maintaining an ~~unrestricted-unassigned~~ fund balance of 12 1/2% of the total operating budget as defined in this Division shall not be construed to require an appropriation to ~~unrestricted-unassigned~~ fund balance to meet the stated goal, unless said appropriation is the intent of the City Council and further shall not be construed to limit the City Council in approving an appropriation from ~~unrestricted-unassigned~~ fund balance in order to meet an emergency.

Sec. 2-372. Definitions.

As used in this Division, the following terms shall have the meanings indicated:

A. "Fund balance" is a term used to describe the net assets of governmental funds. It is calculated as the difference between the assets and liabilities reported in a governmental fund.

B. Governmental fund balance is reported in five classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The five classifications of fund balance for the general fund are defined as follows.

(1) Nonspendable Fund Balance: resources which cannot be spent because they are either a) not in spendable form or b) legally or contractually required to be maintained intact.

(2) Restricted Fund Balance: resources with constraints placed on the use of resources which are either a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

(3) Committed Fund Balance: resources which are subject to limitations the government imposes upon itself at its highest level of decision making, and that remain binding unless removed in the same manner.

(4) Assigned Fund Balance: resources neither restricted nor committed for which a government has a stated intended use as established by the City Council, or body or official to which the City Council has delegated the authority to assign amounts for specific purposes.

(5) Unassigned Fund Balance: resources which cannot be properly classified in one of the other four categories. The general fund should be the only fund that reports a positive unassigned fund balance amount.

C. The committed, assigned, and unassigned classifications are often referred to, in the aggregate, as the unrestricted fund balance.

ASSIGNED FUND BALANCE

~~Shall include the total of the amounts reported as either "restricted education," "committed" or "assigned fund balance" in the CAFR. As used in this context, it includes excess reserves and unexpended appropriations for education from prior years that must be used for education purposes, as well as unexpended appropriations for capital projects from previous years which have been carried forward through City Council approval.~~

UNASSIGNED FUND BALANCE

~~Shall include only the amount of unassigned fund balance in the General Fund as reported in the CAFR.~~

UNRESTRICTED FUND BALANCE

~~The general fund balance is the difference between general fund assets and general fund liabilities. For the purposes of this Division, unrestricted general fund balance shall include the amounts reported as "unassigned fund balance," "assigned fund balance," "committed fund balance" and "restricted fund balance-education" in the City's Comprehensive Annual Financial Report (CAFR) and excludes the types of nonspendable and restricted fund balances for purposes other than education. The unrestricted fund balance, as reported annually in the CAFR, represents potentially supplemental financial resources to the City, which are available for subsequent expenditures and as working capital. These are funds that have generally accrued through receipt of revenues in excess of those anticipated within a fiscal year or through annual operating appropriations that have not been expended.~~

Sec. 2-373. ~~Unrestricted~~ Unassigned fund balance.

(a)

Use. The City's unassigned fund balance represents those funds held in reserve to cover unexpected expenditure needs and emergencies, revenue shortfalls and seasonal cash flow variations. The City Council has determined that maintenance of an adequate fund balance is essential to the financial health and security of the City of Biddeford.~~Unrestricted fund balance serves a number of stabilizing purposes. It represents a savings account or rainy day fund, which is available for unforeseen emergencies (subject to the regulations of the State Department of Education), provides a cash flow cushion to~~

~~offset the need for borrowing in anticipation of tax receipts, and provides evidence to the City's bond holders and bond rating agencies of financial stability and credit worthiness.~~

(b)

Goal. It is the goal of the City to maintain an unrestricted-unassigned fund balance approximating 12 1/2% of operating expenditures. Annually, prior to the first reading of the City's appropriation resolves for adoption of the general fund operating budget, the City Manager shall prepare and distribute to the City Council an estimate of the change to the general fund's unrestricted-unassigned fund balance expected at the closing of the fiscal year. This will be updated prior to the second reading of the appropriation resolves. An appropriation from unassigned fund balance for City expenditures when said balance is less than 10% of operating expenditures shall be avoided except during a most dire emergency. An appropriation from unassigned fund balance for City expenditures when said balance is greater than 15% of operating expenditures shall be proposed to the Budget Committee by the Manager prior to the completion of the Budget Committee's deliberations. An appropriation from unassigned fund balance for City expenditures when said balance is greater than 10% but less than 15% of operating expenditures may be proposed to the Budget Committee by the Manager. Any appropriation proposed from unassigned fund balance should be used for a capital project, capital equipment purchase, or infrastructure improvements, and it may be used to offset an increase in property taxes, with Budget Committee City Council approval, but shall require a six (6) person super majority vote. Funds cannot be spent or moved without a vote and approval of the City Council.

(c)

Computation of unassigned fund balance percentage. ~~On an annual basis, as part of the preparation of the CAFR, the Finance Director shall calculate the percentage of general fund expenditures less debt service (City and school) represented by unrestricted fund balance.~~ This shall be calculated as follows:

General fund budgeted total expenditures/~~uses~~ shall be taken from the ~~statement-schedule of revenues and, expenditures, and changes in fund balance, budget and actual, and total debt service expenditures, City and school, shall be deducted. To this amount, the total uses from other financing sources (uses) shall be added to provide adjusted total general fund expenditures/uses.~~ Unrestricted Unassigned fund balance as defined above shall be divided by the ~~adjusted total general fund expenditures/uses-budgeted total expenditures~~ to arrive at a percentage figure to be used for unrestricted fund balance. (d)

Transfer or appropriation of unassigned fund balance. The City Council may, by appropriation resolve, transfer amounts from the City's unassigned fund balance to any assigned fund balance reserve. Funds may also be authorized for expenditure from unassigned fund balance through City Council appropriation.

(e)

Priority uses for fund balance surplus. Any surplus unrestricted-unassigned fund balance carried as unassigned fund balance may be used for the purposes set forth below:

(1)

To increase assigned fund balance reserves set aside to offset established or anticipated liabilities of the general fund where existing reserves, if any, are insufficient.

(2)

To increase assigned fund balance reserves for capital improvements.

(3)

To increase other established capital reserves where such reserves may be insufficient to meet their purposes.

(4)

To increase the City's appropriated contingency account to address unanticipated current year needs.

(5) To offset the increase in property taxes.

In general, unassigned fund balance should not be used to fund any portion of the on-going and routine year-to-year operating expenditures of the City. It should be used primarily to ensure adequate assigned fund balance reserves, to respond to unforeseen emergencies, and to provide overall financial stability.

Sec. 2-374. Other provisions.

(a)

Creation of new reserves. The City Council may create such other reserve funds as shall be deemed advisable. Such reserves shall be created by an appropriation resolve which shall include a statement as to the intent and purpose of the fund, the funding mechanism, the timeline corresponding with the end of a fiscal year, and the authority to use and withdraw from the fund.

(b)

Elimination of reserves. The City Council may, by appropriation resolve, eliminate any existing reserve. At the time such reserve is eliminated, the Council shall either transfer any remaining balance to another assigned fund balance reserve or unassigned fund balance or appropriate the remaining balance within the reserve to be used for the purpose for which the reserve was established.

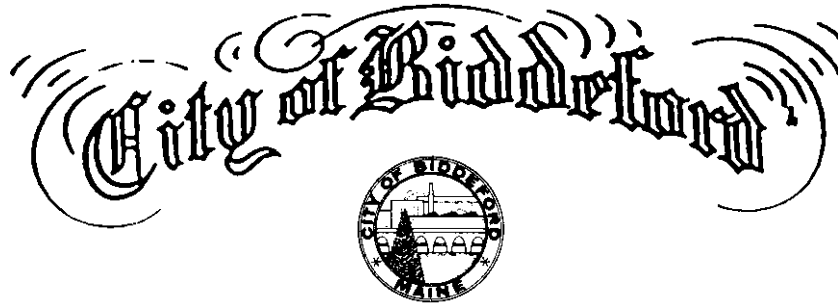
(c)

Administrative responsibilities. The Finance Director shall be responsible for monitoring the City's various reserves and for ensuring that this policy is adhered to. The Finance Director shall be authorized to create funds on the City's General Ledger, as necessary to provide for proper accounting for grants, special revenue sources not pertaining to the general fund, capital projects approved by the City Council or School Committee or trust/agency arrangements entered into by the City or schools, as provided for under the provisions of Governmental Accounting Standards Board (GASB) Statement No. 54. The City Manager is authorized to make recommendations to the City Council on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the year as needs may arise.

(d)

Quarterly. The Finance Director shall project the year end general fund balance and report the projections to the Finance Committee within 30 days of the end of the quarter. Should the forecast predict that the year will end with an operational deficit, ~~notice~~ a memo shall be given to the entire Council stating how the deficit will be handled.

Sec. 2-375. through Sec. 2-400. (Reserved)



2018.47

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby award a contract for the Pavement Marking Program to Poirier Guidelines for an amount not to exceed \$42,403.47.

NOTE: The Finance Committee will review this item at their June 5, 2018 meeting.

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT

MEMORANDUM

MAY 29, 2018

TO : Finance Committee/ City Council
FROM : Jeff Demers, Director
RE : Pavement marking bid approval
CC : files, J. Bennett/City Mgr.

The Public Works Department received 3 proposals for the implementation of this year's Pavement Marking Program from the following firms:

Hi-Way Safety Systems, Inc.
Poirier Guidelines
Markings Inc.

See the attached Bid Tabulation spreadsheet detailing the submitted bids. Staff recommends the award of the program to the lowest bidder, Poirier Guidelines, for the identified unit prices. Staff will be prepared to discuss this recommendation at the meeting. It should be noted that the City is not committed to any given quantity for any of the items included in the bids and the submitted unit prices shall apply regardless of final quantities.

The request for proposals was placed in our local newspapers and on the City's website.

Regards,
Jeff

CITY OF BIDDEFORD, MAINE

**PUBLIC WORKS DEPARTMENT
371 HILL STREET
BIDDEFORD MAINE 04005
PHONE 207-282-1579
FAX 207-286-9395**

REQUEST FOR PROPOSAL

PAVEMENT MARKINGS

The City of Biddeford, Maine, is soliciting proposals from qualified contractors for the supplying and placement of pavement markings for the 2018 season. Contractors submitting proposals may be requested to supply evidence of qualifications for review by the Public Works Director. Contractors submitting proposals must also provide proof of liability insurance in the amount of at least \$500,000.00.

The selected contractor shall be required to coordinate its work according to the schedule established by the Public Works Director. The majority of the work will be scheduled for the spring of 2018. Please see attached listing for proposed pavement markings for this period. The City of Biddeford reserves the right to add or subtract from said list of pavement markings without liability and without renegotiation of unit prices.

Proposals are to be submitted to the Public Works Department, 371 Hill Street, Biddeford, Maine 04005 in a sealed envelope marked "Pavement Markings Proposal" by 1:00 PM on Friday May 18, 2018. Proposals shall be opened at that time and place.

Proposals shall be identified by unit price per linear foot or per each for line items on estimated quantities supplied herein. The City of Biddeford, Maine, reserves the right to add to or subtract from the estimated quantities identified without any jeopardy or liability. Unit prices submitted shall remain in effect regardless of actual quantities of work preformed.

All proposals shall become the property of the City of Biddeford, Maine. The City of Biddeford, Maine, reserves the right to accept or reject any or all proposals if it is deemed in the best interest of the City.

Questions pertaining to this Request for Proposals should be directed to the Director of Public Works, Mr. Jeff Demers or Assistant Director Mr. Ray Parent at the Department located at 371 Hill Street, Biddeford, Maine. They can be reached at 207-282-1579.

62
5/23/2018

62
5/23/2018

SOLID DOUBLE YELLOW

STREET	EST. CENTERLINE L.F.
Adams Main to Jefferson	400
Alfred St Main to 5 Points	5,652
Arena Dr	217
Barra Rd	2,830
Bridge Rd	3,400
Buzzell Rd	6,232
Clifford St	145
Crescent St	645
Dental Ave	343
Drapeau St	1,100
Edwards Ave	358
Elm St Wentworth Ct to Arundel Line	14,259
Elm St Wentworth Ct to Saco Line	3,918
Fortunes Rocks	8,785
Granite Ext	6,475
Granite St.	5,000
Granite Point	4,315
Guinea Rd	15,158
Hill St West to Landry	6,185
Hill St West to Main	6,038
Hills Beach	10,117
Jefferson St	1,263
Landry St	4,025
Lester B Orcutt Blvd	3,075
Main St South to Water	8,989
May St	4,553
McDonalds Entrance	80
Meeting House Rd	3,273
Mile Stretch Bridge Rd to Lester B Orcutt Blvd	5,982
Morin St	3,639
Mountain Rd	4,587
Newtown Rd	7,536
Oak Ridge	12,250
Old Pool Rd	6,875
Pine St	513
Pomerleau St	1,683
Pool St. Alfred to Pike	1,500
Pool St. Pike to Cul	20,000
Precourt Landry to Elm	1,575
River Rd	11,270
Road Between McDonalds & Pronto	200
Rt 111 5 Points to Town Line	14,331

SOLID DOUBLE YELLOW

STREET	EST. CENTERLINE L.F.
Sokokis Rd	2,752
South St Adams To Turnpike	8,270
South St river rd To Cul	1,067
South St Turnpike to River Rd	7,460
Spur	3,963
St Mary's	768
Water St Main To Pike	800
West Cole Rd	45
West St Marion to 5 Points	5,489
West St Marion to Guinea Rd	9,571
West St. Guines to Rt 9	7,306
TOTAL	266,262

SOLID WHITE EDGE LINE

STREET	EST. CENTERLINE L.F.
Alfred St	2,400
Arena Dr	434
Barra Rd	5,660
Bridge Rd	6,800
Drapeau St	2,200
Elm St	28,518
Granite Ext.	12,950
Guinea Rd	30,316
Hill St	13,470
Hills Beach	1,510
Landry St	8,050
Lester B Orcutt Blvd	5,990
Morin St.	7,278
Mountain Rd	2,880
Oak Ridge Rd	24,500
Old Pool Rd	13,750
Pine St	698
Pomerleau St	3,366
Pool St	40,000
Precourt St.	3,150
River Rd	22,540
Rt 111	27,954
South St	14,920
Spur	8,678
West St	19,142
TOTAL	307,154

4" WHITE DIVIDER LINE

Alfred St	375
McDonalds	480
Rt 1	1,145
Rt 111	2,202
West St	122
TOTAL	4,324

12" WHITE DIVIDER LINE

Barra Rd	96
Medical Center Dr	40
Rt 111	5,234
Spur	945
West Cole Rd	44
TOTAL	6,359

12" WHITE STOP LINES

Arena Dr	30
Barra Rd	60
Edwards Ave	52
Medical Center Dr	70
Rt 111	100
Rt 111 By Barra Rd	156
Rt 111 By Biddeford Crossing	196
Rt 111 By Exit 4	212
Rt 111 by Home Depot	192
Rt 111 By Irving	154
Rt 111 By Walmart	172
Rt 111 Tim Hortons	
Spur By Exit 4	132
Wells Spring Rd	16
West Cole Rd	68
TOTAL	1,580

SINGLE YELLOW

STREET

EST. CENTERLINE L.F.

Maple St	60
West St	4,299
TOTAL	4,359

WHITE DASH LINES

Elm St	7,029
Rt 111	19,072
Spur	334
TOTAL	26,435

YELLOW DASH LINES

Rt 111	3,662
South St	1,268
West St	7,216
TOTAL	12,146

From: BIDDEFORD PUBLIC WORKS

2072869395

05/07/2018 13:23

#B19 P.009/009

ARROWS & LETTERS

Arrows 247

Letters 165

PROPOSAL FORM PAVEMENT MARKINGS

Proposals shall identify a unit price per linear foot for all line items. Unit prices shall include all cost associated with supplying, delivering and placement of all markings in accordance with the 1995 Maine D.O.T. specifications manual section 627- pavement markings and section 708-paints and preservatives. All pavement lines and markings shall be applied in accordance with the Manual on Uniform Traffic Control Devices. Paint shall meet the requirements of AASHTO M248, Type F – fast dry traffic paint. Glass beads shall conform to the requirements of AASHTO M247, Type I. Note : all items shall include glass beads at the rate of 4.5 pounds per gallon.

Estimated quantities are identified for the purpose of comparing proposals. Quantities may vary depending on conditions and issues encountered during the program. Unit prices submitted shall apply regardless of final quantities at the completion of the program. Contractors shall abide by all OSHA Rules & Regulations and by all State and Local ordinances regarding construction activities.

ITEM	EST. QUANTITY	UNIT PRICE	TOTAL
4" double solid yellow line / lf	266,265 lf	<u>.077</u>	<u>20,502.41</u>
4" single solid yellow line / lf	4,350 lf	<u>.039</u>	<u>169.65</u>
4" solid white line / lf	311,475 lf	<u>.039</u>	<u>236.93</u>
4" broken yellow line / lf	6,075 lf	<u>.039</u>	<u>12,147.53</u>
4" broken white line / lf	13,050 lf	<u>.039</u>	<u>508.95</u>
12" solid white divider/stop line/lf	7,970 lf	<u>.40</u>	<u>3,188.00</u>
ARROWS / ea.	250 ea.	<u>16.00</u>	<u>4,000.00</u>
LETTERS / ea.	165 ea.	<u>10.00</u>	<u>1,650.00</u>
Total :			<u>\$42,403.47</u>

COMPANY NAME:

Poirier Guidelines

AUTHORIZED REPRESENTATIVE:

Matthew King

TITLE:

Owner

DATE OF SUBMITTAL:

5/16/18

PROPOSAL FORM PAVEMENT MARKINGS

Proposals shall identify a unit price per linear foot for all line items. Unit prices shall include all cost associated with supplying, delivering and placement of all markings in accordance with the 1995 Maine D.O.T. specifications manual section 627- pavement markings and section 708-paints and preservatives. All pavement lines and markings shall be applied in accordance with the Manual on Uniform Traffic Control Devices. Paint shall meet the requirements of AASHTO M248, Type F – fast dry traffic paint. Glass beads shall conform to the requirements of AASHTO M247, Type I. Note : all items shall include glass beads at the rate of 4.5 pounds per gallon.

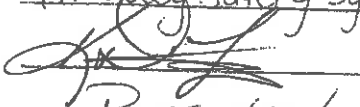
Estimated quantities are identified for the purpose of co may vary depending on conditions and issues encounter prices submitted shall apply regardless of final quantitie program. Contractors shall abide by all OSHA Rules & Local ordinances regarding construction activities.

Math is wrong
.82 x 266,265.

?

ITEM	EST. QUANTITY	UNI	
			↓ \$ 218,337.30
4" double solid yellow line / lf	266,265 lf	.82	\$ 185,937.30
4" single solid yellow line / lf	4,350 lf	.041	\$ 178.35
4" solid white line / lf	311,475 lf	.041	\$ 12,770.48
4" broken yellow line / lf	6,075 lf	.041	\$ 249.08
4" broken white line / lf	13,050 lf	.041	\$ 535.05
12" solid white divider/stop line/lf	7,970 lf	.44	\$ 3,506.80
ARROWS / ea.	250 ea.	\$ 19.00	\$ 4,750.00
LETTERS / ea.	165 ea.	\$ 7.00	\$ 1,155.00
Total :			\$ 208,1682.05

COMPANY NAME:
Hi Way Safety Systems, Inc

AUTHORIZED REPRESENTATIVE:


TITLE:
President

DATE OF SUBMITTAL:
5-18-2018

PROPOSAL FORM PAVEMENT MARKINGS

Proposals shall identify a unit price per linear foot for all line items. Unit prices shall include all cost associated with supplying, delivering and placement of all markings in accordance with the 1995 Maine D.O.T. specifications manual section 627- pavement markings and section 708-paints and preservatives. All pavement lines and markings shall be applied in accordance with the Manual on Uniform Traffic Control Devices. Paint shall meet the requirements of AASHTO M248, Type I - fast dry traffic paint. Glass beads shall conform to the requirements of AASHTO M247, Type I. Note: all items shall include glass beads at the rate of 4.5 pounds per gallon.

Estimated quantities are identified for the purpose of comparing proposals. Quantities may vary depending on conditions and issues encountered during the program. Unit prices submitted shall apply regardless of final quantities at the completion of the program. Contractors shall abide by all OSHA Rules & Regulations and by all State and Local ordinances regarding construction activities.

ITEM	EST. QUANTITY	UNIT PRICE	TOTAL
4" double solid yellow line / lf	266,265 lf	<u>.11</u>	<u>29,289.15</u>
4" single solid yellow line / lf	4,350 lf	<u>.055</u>	<u>239.25</u>
4" solid white line / lf	311,475 lf	<u>.055</u>	<u>14,016.38</u>
4" broken yellow line / lf	6,075 lf	<u>.055</u>	<u>334.13</u>
4" broken white line / lf	13,050 lf	<u>.055</u>	<u>717.75</u>
12" solid white divider/stop line/lf	7,970 lf	<u>.59</u>	<u>4,702.30</u>
ARROWS / ea.	250 ea.	<u>24.95</u>	<u>6,237.50</u>
LETTERS / ea.	165 ea.	<u>9.95</u>	<u>1,641.75</u>
Total:			<u>\$57,178.21</u>

← \$11,131.12

COMPANY NAME:

MARKING INC.

AUTHORIZED REPRESENTATIVE:

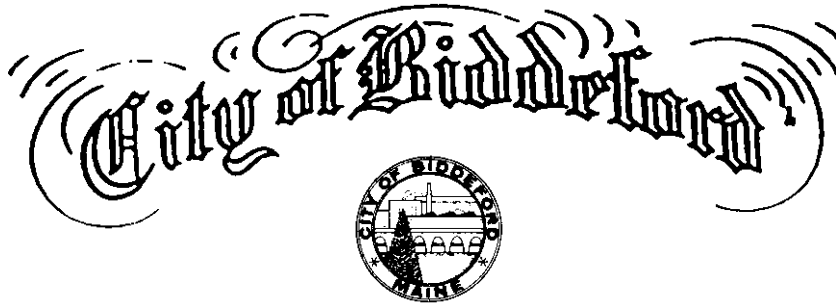
Monique A. Souza

TITLE:

Pres.

DATE OF SUBMITTAL:

5-8-18



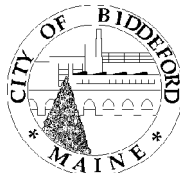
2018.48

IN BOARD OF CITY COUNCIL.....JUNE 5, 2018

BE IT ORDERED, that the City Manager be authorized to sign a unit cost contract with Pratt and Sons, Inc. of Mechanic Falls, Maine for the construction of the South Street Sewer Separation Project as per the bid submitted and opened on May 22, 2018, in the amount of \$ 2,336,325. Funding for this work is from the Sewer Separation Bonds approved by voters and as provided for in Fund 402, Fund 411 and Fund 414 account Code number 31153.

.

NOTE: The Finance Committee will review this item at their June 5, 2018 meeting.



City of Biddeford, Maine

TO: Finance Committee and City Council

FROM: Tom Milligan, P.E. City Engineer

DATE: May 29, 2018

SUBJECT: South Street Sewer Separation Project

Cc: Alan Casavant, Mayor; James Bennett, City Manager; John McCurry, Council President; Jeff Demers, Director of Public Works; John Malloy

The City of Biddeford requested bids by public advertisement in the Biddeford Journal Tribune for the above named project. The bid advertisement was also posted on the City of Biddeford's Web Site. The bids were opened on May 22, 2018.

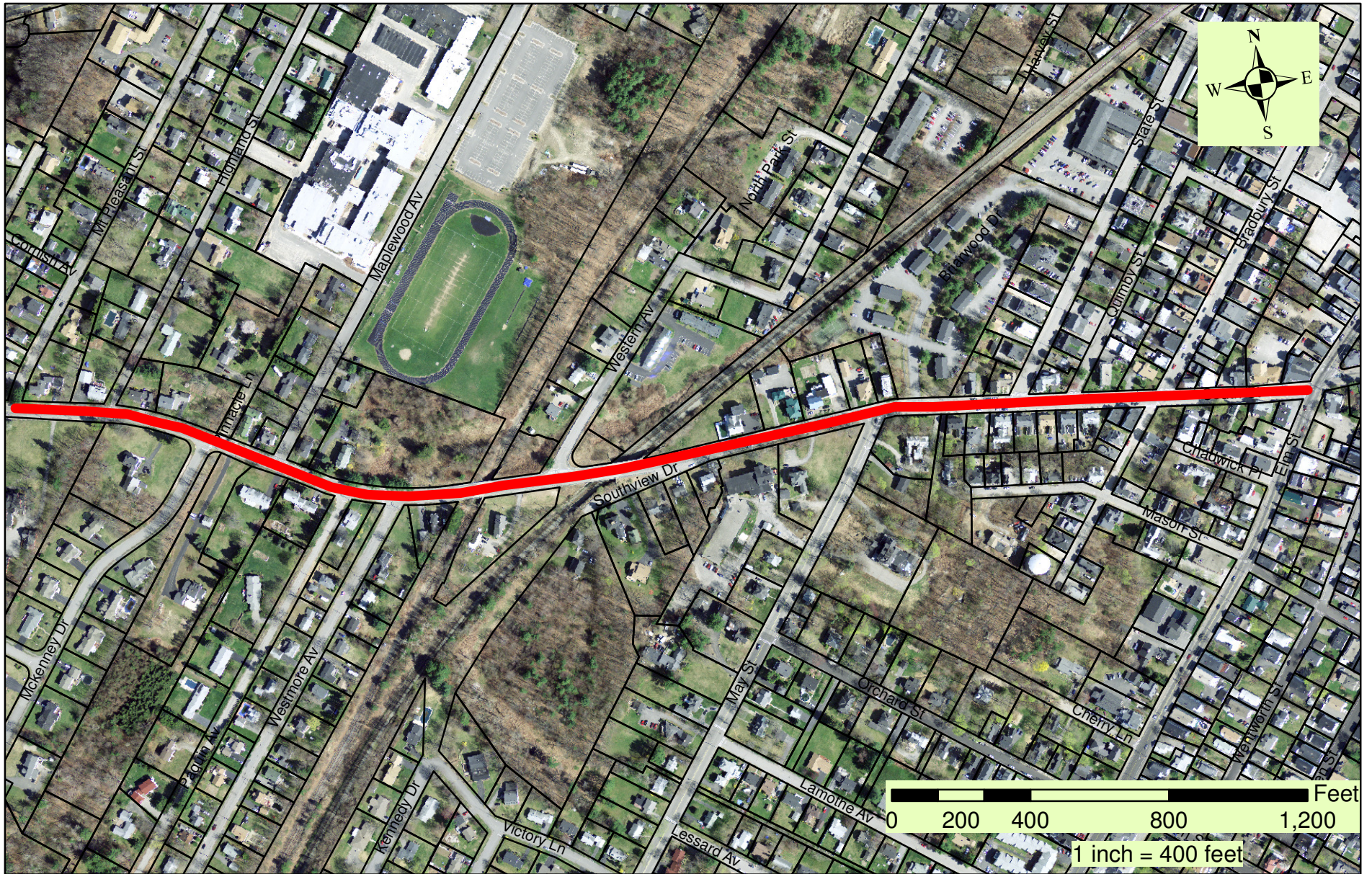
The project work area is on South Street from Elm Street to Mt Pleasant Street. A location map is enclosed.

The project is a sewer separation project being constructed to reduce the city's combined sewer overflows (CSOs). The project involves separating the current one pipe combined sewer carrying both stormwater and sewage in a single pipe into a two pipe system with one pipe carrying wastewater and one pipe carrying stormwater. The project is being completed as part of the City's consent decree with MeDEP and as outlined in the City's CSO sewer separation master plan.

Four (4) earthwork construction firms reviewed the plans and specifications for the work. Two (2) firms submitted a bid for the project. Bidding results are attached. Pratt and Sons, Inc. of Mechanic Falls, Maine submitted the lower bid of \$ 2,336,325 (see bid tabulation sheet attached). Based on a review of the bids, and prior satisfactory work within the City on CSO Separation and drainage projects, Pratt and Sons appears to be well qualified to perform the work. Therefore, Staff recommends that Pratt and Sons be awarded the contract work.

The contract is a unit cost contract and only those items supplied and installed will be paid. Funding for this work will come from the voter approved CSO Sewer Separation bonds, the funding is provided in Fund 402, Fund 411, and Fund 414, account Code 31153.

The project is on a schedule track to have the westerly portion of the project completed by August 31 for MDOT paving purposes and the remaining work completed this construction season. Therefore, staff is respectfully requesting both the Finance Committee and City Council review and take action on the project at their June 5, 2018 meeting.



The City of Biddeford, Maine
 Engineering Department - GIS Mapping
 205 Main Street · P.O. Box 586 · Biddeford, Maine 04005-0586
 Tel. 207 284-9118 · Fax 207 286-9388

SOUTH STREET PROJECT 2018



PROJECT AREA



PUBLIC NOTICES

The parcel is identified as Tax Assessor's Map 59 Lot #15, in the B-6 Zone District with an address of 825 Portland Rd. and is owned by Igor Rakuz, Saco, ME 04072. (4/25/18)

ADVERTISEMENT: NOTICE TO CONTRACTORS, CITY OF BIDDEFORD, MAINE

Notice is hereby given that the City of Biddeford and Maine Water Company is requesting sealed bids for the South Street Drainage and Sewer Improvements and Water Project. Sealed proposals, addressed to City of Biddeford and endorsed on the outside of the envelope with the name of

PUBLIC NOTICES

the Bidder and Project Name must be received by the Engineering Department at Biddeford City Hall, 205 Main Street Suite 101, Biddeford, ME 04005, by 2:00 p.m. (prevailing time) on Tuesday, May 22, 2018 at which time they will be publicly open and read. Interested parties may refer to the following link for the full bid advertisement: <http://www.biddefordmaine.org/rfp>. (4/25/18)

City Council
City Council Chambers ~
City Hall Annex
Tuesday, May 1, 2018
6:00 PM
City of Sanford
City Council

PUBLIC NOTICES

Public Hearing Notice
The City Council will open a public hearing to seek and receive comments on the following application for Liquor License Renewals: Amvets Post #3, 489 1 Hutchinson Street, Sanford, Maine.
All persons may appear at the location stated above to give comments for or against the requested license requests. The hearings will be held in the City Council Chambers at 6:00 P.M. on the date above-referenced. TDD/TTY users may call local TTY number or 711. If you are physically unable to access any of the City's programs or services, please call Sherry Lord at (207) 324-9173 so that accommodations can be made.

PUBLIC NOTICES

commodations can be made.
Date Posted: April 20, 2018
Susan H. Cote, City Clerk
(4/25, 4/26, 4/27/18)

PUBLIC NOTICE: Notice of Public Hearing Town of Old Orchard Beach. A public hearing will be held on May 1, 2018 at 6:30 P.M. in Council Chambers, One Portland Avenue, on the application of Sandy Bottom Investment Group Inc. d/b/a Myster Restaurant, 1 East Grand Avenue. Application for an m-s-v in a Restaurant/Lounge. (4/24, 4/25, 4/26/18)

More classified ads on page B3.

175 USED AUTOS

Wholesale Auto



2006 Toyota Sienna Limited Automatic, AWD, power roof, V6, AK, leather seats, DVD, power doors, pw, pl, pm, cruise tilt, 7 pass, one owner, CD player, great shape, 4 brand new tires. \$6,995



1999 Subaru Legacy
Only 199K miles, new head gasket, new timing belt, new sticker only \$3,990

2010 Chevy Malibu LT Automatic, 4 cyl, AC, power windows, pl, pm, cruise, tilt, CD player, 99,000 miles. Great Shape \$6,995



2011 Chevy HHR
New sticker, all service work done, only 83K, gas saver \$5,720

2006 Ford Escape XLT V6, AWD, power roof, automatic, AC, PW, PL, PM, cruise, tilt, CD, 119K miles, new rear brakes, roof, 4 brand new tires. \$5,995



2011 Mazda 3
Only 82K miles, zoom zoom, new brakes, bluetooth, new sticker only \$6,990

2012 Nissan Versa S Automatic, AC, cd player, cruise, tilt, new rear tires, 83,000 miles \$6,995.00



2010 Ford Focus SE
New sticker, gas saver, we finance, only \$5,990



NOTICE OF INTENT TO FILE MAINE WASTE DISCHARGE PERMIT APPLICATION

Please take note that, pursuant to 38 MRSA, Sections 413 and 414-A, **Brookfield Renewable - New England Operations of 150 Main Street, Lewiston, Maine 04240** intends to file a wastewater discharge permit application with the Department of Environmental Protection (DEP). The application is for the discharge of a maximum 0.859 million gallons per day of non-contact cooling water from the Skelton Hydroelectric generating facility to the Saco River in Dayton, Maine.

The application will file on or about May 1, 2018 and will be available for public inspection at DEP's Augusta office during normal business hours. A copy may also be seen at the municipal offices in the Towns of Dayton and Buxton.

A request for a public hearing or request that the Board of Environmental Protection assume jurisdiction over this application must be received by the DEP, in writing, no later than 20 days after the application is found acceptable for processing, or 30 days from the date of this notice, whichever is longer. Requests shall state the nature of the issue(s) to be raised. Unless otherwise provided by law, a hearing is discretionary and may be held if the Commissioner or the Board finds significant public interest or there is conflicting technical information.

During the time specified above, persons wishing to receive copies of draft permits and supporting documents, when available, may request them from DEP. Persons receiving a draft permit shall have 30 days in which to submit comments or to request a public hearing on the draft.

Public comment will be accepted until a final administrative action is taken to approve, approve with conditions or deny this application.

Written public comments or requests for information may be made to the Division of Water Resource Regulation, Department of Environmental Protection.

STATE HOUSE STATION #17, AUGUSTA, MAINE 04333

TEL: 207-287-3901

HARDWARE STORE

DUPUIS HARDWARE & LOCKSMITH

M-F 7-5:30,
Sat 7-3

After-hours
Locksmith:
229-1254

Dupuis Hardware & Locksmith
104 Elm/2 Spruce Street, Biddeford, Maine 04005

EXCAVATION

NORMAN RUCK INC.
EXCAVATING & PAVING
CALL 284-5280

For Complete excavation,
call Pete Pettit Landscaping
Inc. at 282-8305

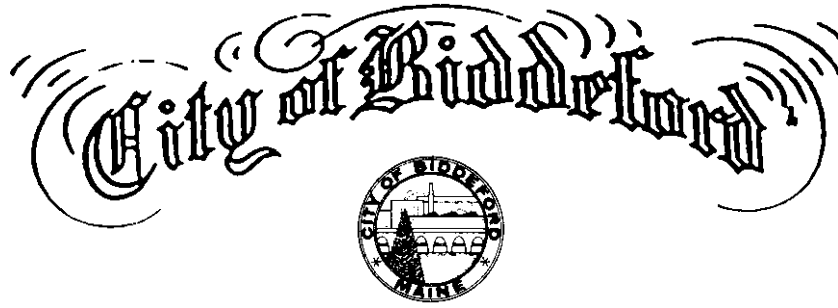
LANDSCAPING



Spring is here!
Let us plant and maintain

SPECIAL

77



2018.49

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the expenditure of \$10,139.00 from the Contingency Account for the equipment re-location and re-cabling of the City's radio communications at Biddeford Pool to a building owned by Verizon Wireless.

NOTE: A 2/3rd vote is required for the approval of this Order. The Finance Committee will review this item at their June 5th meeting.

Morris, Carmen

From: Beaupre, Roger P.
Sent: Wednesday, May 30, 2018 9:32 AM
To: Contact all Councilors; Bennett, James; Morris, Carmen
Cc: Fisk, JoAnne
Subject: Radio Tower at Biddeford Pool

Back in 2005, Central Maine Power allowed us to co-locate equipment within their wooden building at the base of the Biddeford Pool Water Tower. KKW allowed us to locate antennae at the top of the water tower, as part of the city's radio communications strategy. Over the years, rodents have infested that cabin and chewed through the wiring, ultimately disabling communications in that area of the City. Verizon Wireless is installing new cell equipment, and they have graciously gave us permission to re-locate our equipment into their cement, climate controlled structure. We need to put new conduit to the top of the tower, install equipment within the structure, and instead of relying on UPS backup power, their equipment has generator power. Although they will not charge us rent for occupation of that building, the relocation of equipment and re-cabling will cost us \$10,000. This radio system operates on a "Voter" and takes the strongest signal and sends it back to dispatch. Portable radios do not communicate in that area, and that is why we went to a voter system. School buses, lifeguards, Fire Department, Public Works, EMA and Police all rely heavily on the operability of the system to communicate back and forth. This is what I would classify and an emergency fix to an unreliable system. In my discussion this morning with the City Manager, he recommended that I request that this be funded through the Contingency Account.



Roger P. Beaupre

Chief of Police

Office: (207) 282-5127

Fax: (207) 284-2401

roger.beaupre@biddefordmaine.org

**Courage
Honor
Integrity**



**39 Alfred Street
Biddeford, ME 04005
biddefordmaine.org/police**

East Coast Communications LLC
PO Box 571
29 Cyr Drive
Gorham, ME 04038



Estimate

Date 5/23/2018
Estimate # 8399

Name / Address

Biddeford Police Department
39 Alfred Street
Biddeford, Maine 04005

Project / Address

BIDDEFORD WATERTANK
COAX RELOCATION
ROCKY WAY
BIDDEFORD POOL, ME 04005

P.O. #

Due Date 5/23/2018

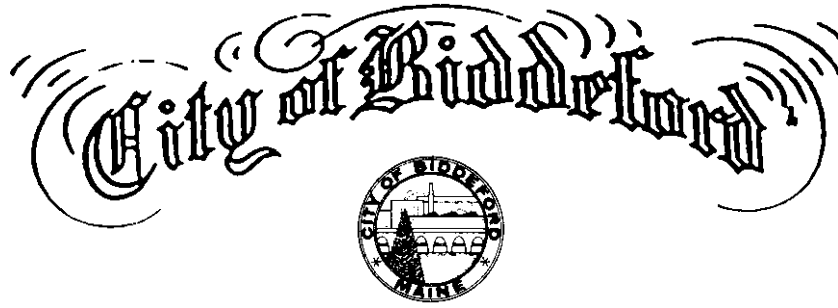
Terms

Other

Description	Qty	Rate	Total
RF Labor: Install (1) 7/8" coax line and (1) LMR400 line from the 160' CL level and the 202' CL level at the top of the tank, and dressed in, secured and run into the Verizon shelter. Grounding and testing will be completed per standards provided.		4,967.00	4,967.00
RF Material: (400') 7/8" AVA Cable, (2) grounds per line, (2) NF-EZ Fit 7/8 connectors, (1) hoisting grip, (325') LMR-400 Cable, (2) grounds per line, (1) EZ-400-NMH-X connector, (1) EZ-400-NF-X connector, (1) hoisting grip and all other miscellaneous material needed to complete the installation.		3,362.00	3,362.00
Civil Labor: The installation of a new 4" EMT conduit will be installed for the new lines to be installed in and protected from the elements. Trenching, spoils removal, finish grade work and finished rock treatment will be completed.		1,350.00	1,350.00
Civil Materials: (1) 4" EMT conduit @ 30', 3 yards of 3/4" stone for compound treatment,		460.00	460.00

Subtotal	\$10,139.00
Sales Tax (6.0%)	\$0.00
Total	\$10,139.00

dhowe@eastcoastcommunications.net Office 207-839-3488
Fax 207-839-3489

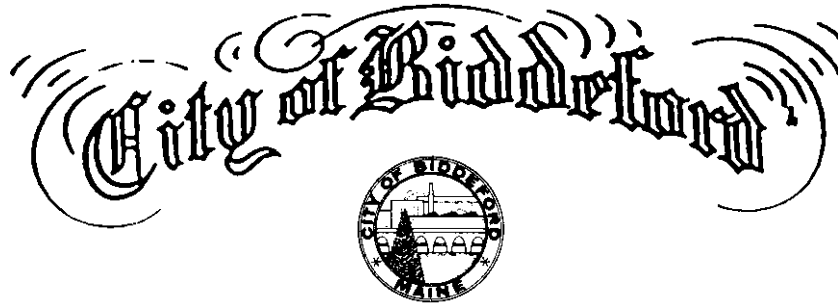


2018.50

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the following transfer of funds:

- \$89,229.02 from Route 111-Mill Redevelopment TIF Project to the Economic Development Corporation to replace funds in the CDBG Micro-loan Enterprise Program
- Accept \$89,229.02 from Economic Development Corporation to replenish the CDBG fund and use those funds to implement the façade improvement program.



2018.51

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby abate \$3,671.77 in taxes, interest and penalties on property located at 16 Lind Avenue, as requested by owner, George Wormwood.

<u>Years</u>	<u>Original Tax</u>	<u>Amount</u>	<u>Ownership</u>
2004-2010	\$2,321.03	\$3,964.46	Laura Woods (George said she passed away)
2011-2013	\$1,075.76	\$1,484.17	Matthew & Kathline Wood
2014	\$ 404.38	\$ 512.64	John Evans
2015-2016	\$ 429.83	\$ 480.75	Charter Oaks Name
2017-2018	<u>\$ 219.02</u>	<u>\$ 229.75</u>	George Wormwood
	\$4,450.02	\$6,671.77	

NOTE: The Finance Committee will review this item at their June 5th meeting.



City of Biddeford

Finance Department - (207) 284-9333

205 Main Street, P O Box 586

Biddeford, ME 04005

Fax (207) 571-0667

Cheryl Fournier, Finance Director

May 29, 2018

To: Mayor, Finance Committee, and Council

From: Cheryl Fournier, Finance Director

Re: 16 Lind Ave

The current owner George Wormwood took ownership on May 15, 2015. As you can see below the history of ownership of 16 Lind Ave, and past due amounts. George Wormwood has called, as he is trying to sell the trailer. He has a terminal illness, and he is trying to do the right thing. He would like to settle this debt for \$3,000.00 from the sale of the trailer. He would rather not walk away. He is requesting an abatement of \$3,671.77 taxes, interest, and penalties. The remaining will be paid by George Wormwood from the sale of the trailer in the amount of \$3,000.

<u>Years</u>	<u>Original Tax</u>	<u>Amount</u>	<u>Ownership</u>
2004-2010	\$2,321.03	\$3,964.46	Laura Woods (George said she passed away)
2011-2013	\$1,075.76	\$1,484.17	Matthew & Kathline Wood
2014	\$ 404.38	\$ 512.64	John Evans
2015-2016	\$ 429.83	\$ 480.75	Charter Oaks Name
2017-2018	<u>\$ 219.02</u>	<u>\$ 229.75</u>	George Wormwood
	\$4,450.02	\$6,671.77	

George has been making payments monthly of \$15 since July 17, 2017. He has been making an attempt to pay the debt for the past year. Below is the history of payments.

Prop Code	Yr/Per/Jnl	Amount	EFF Date	Paid By	Check #
0010580160	2018/1/125	\$15.00	07/17/2017	WORMWOOD, GEORGE	1321
0010580160	2018/2/46	\$15.00	08/06/2017	WORMWOOD, GEORGE	1325
0010580160	2018/3/35	\$15.00	09/01/2017	WORMWOOD, GEORGE	1328
0010580160	2018/4/13	\$15.00	10/02/2017	WORMWOOD, GEORGE JR	1333
0010580160	2018/5/70	\$15.00	11/08/2017	WORMWOOD, GEORGE	1335
0010580160	2018/6/61	\$15.00	12/07/2017	WORMWOOD, GEORGE	1338
0010580160	2018/7/29	\$15.00	01/03/2018	WORMWOOD, GEORGE	1345
0010580160	2018/8/67	\$15.00	02/07/2018	WORMWOOD, GEORGE	1347
0010580160	2018/9/40	\$15.00	03/05/2018	WORMWOOD, GEORGE	1292
0010580160	2018/10/61	\$15.00	04/05/2018	WORMWOOD, GEORGE JR	1298
0010580160	2018/11/153	\$15.00	05/08/2018	WORMWOOD, GEORGE JR	1303

See attached account history.

05/21/2018 11:55 | City of Biddeford
kcyr | Real Estate Tax Statement

| P 1
| txtaxstm

PARCEL: 0010580160

LOCATION: 16 LIND AVE

CURRENT OWNER:
WORMWOOD, GEORGE
702 ALFRED ST LOT 16
ARUNDEL ME 04046

CURRENT STATUS:
SQ FT: 0
LAND VALUATION: 0
BUILDING VALUATION: 7,900
EXEMPTIONS: 0
TAXABLE VALUATION : 7,900
INTEREST PER DIEM .84

LEGAL DESCRIPTION:

DEED DATE: 05/15/2015 BOOK/PAGE: BILL/F SA

INTEREST DATE: 05/21/2018

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2017	LIEN	7000240				
1	RE TAX LIE		156.89	156.89	10.53	167.42
	30 DAY LIE		3.00	3.00	.20	3.20
	CERT LIEN		6.77	6.77	.00	6.77
	LIENFEEIN		48.00	48.00	.00	48.00
	INT@LIEN		4.36	4.36	.00	4.36
			219.02	219.02	10.73	229.75
			219.02	219.02	10.73	229.75
2016	LIEN	7000040				
1	RE TAX LIE		153.81	153.81	20.32	174.13
	30 DAY LIE		3.00	3.00	.40	3.40
	CERT LIEN		6.46	6.46	.00	6.46
	LIENFEEIN		48.00	48.00	.00	48.00
	INT@LIEN		5.02	5.02	.00	5.02
			216.29	216.29	20.72	237.01
			216.29	216.29	20.72	237.01
2015	LIEN	7000043				
1	RE TAX LIE		150.02	150.02	29.61	179.63
	30 DAY LIE		3.00	3.00	.59	3.59
	CERT LIEN		6.48	6.48	.00	6.48
	CERT LIEN		.26	.26	.00	.26
	LIENFEEIN		48.00	48.00	.00	48.00
	INT@LIEN		5.78	5.78	.00	5.78
			213.54	213.54	30.20	243.74
			213.54	213.54	30.20	243.74

05/21/2018 11:55
kcyr

City of Biddeford
Real Estate Tax Statement

P 2
txtaxstm

YEAR INST	TYPE CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2014 1	LIEN LIENFEEIN	700081	404.38	404.38	108.26	512.64
			404.38	404.38	108.26	512.64
2013 1	LIEN LIENFEEIN LIENFEEINL	700405	371.75 6.00	371.75 6.00	126.48 .00	498.23 6.00
			377.75	377.75	126.48	504.23
			377.75	377.75	126.48	504.23
2012 1	LIEN RE TAX LIE 30 DAY LIE CERT LIEN LIENFEEIN INT@LIEN LIENFEEINL	700300	291.44 3.00 6.32 39.00 10.29 6.00	291.44 3.00 6.32 39.00 10.29 6.00	119.50 1.23 .00 .00 .00 .00	410.94 4.23 6.32 39.00 10.29 6.00
			356.05	356.05	120.73	476.78
			356.05	356.05	120.73	476.78
2011 1	LIEN LIENFEEIN LIENFEEINL	700321	335.96 6.00	335.96 6.00	161.20 .00	497.16 6.00
			341.96	341.96	161.20	503.16
			341.96	341.96	161.20	503.16
2010 1	LIEN RE TAX LIE CERT LIEN 30 DAY LIE INT@LIEN LIENFEEINL LIENFEEINL	700291	87.20 6.22 3.00 3.89 39.00 6.00	87.20 6.22 3.00 3.89 39.00 6.00	61.69 .00 2.12 .00 .00 .00	148.89 6.22 5.12 3.89 39.00 6.00
			145.31	145.31	63.81	209.12
			145.31	145.31	63.81	209.12

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kcyr

City of Biddeford
Real Estate Tax Statement

P 3
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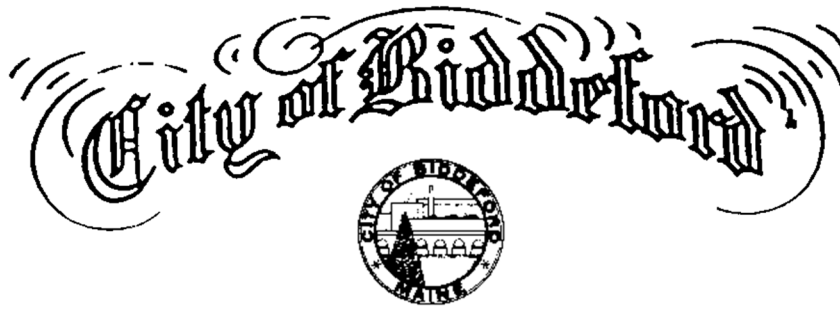
YEAR INST	TYPE CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2009 1	LIEN RE TAX LIE LIENFEEIN LIENFEEINL	700300	101.45 39.00 6.00	101.45 39.00 6.00	98.85 .00 .00	200.30 39.00 6.00
			146.45	146.45	98.85	245.30
			146.45	146.45	98.85	245.30
2008 1	LIEN LIENFEEIN LIENFEEIN	700290	295.88 45.00	295.88 45.00	349.22 53.11	645.10 98.11
			340.88	340.88	402.33	743.21
			340.88	340.88	402.33	743.21
2007 1	LIEN RE TAX LIE CERT LIEN 30 DAY LIE CERT LIEN LIENFEEIN INT@LIEN	700239	379.10 5.96 3.00 5.96 45.00 20.91	379.10 5.96 3.00 5.96 45.00 20.91	453.11 .00 3.59 .00 .00 .00	832.21 5.96 6.59 5.96 45.00 20.91
			459.93	459.93	456.70	916.63
			459.93	459.93	456.70	916.63
2006 1	LIEN RE TAX LIE CERT LIEN 30 DAY LIE LIENFEEIN INT@LIEN	700212	360.19 4.64 3.00 45.00 13.92	360.19 4.64 3.00 45.00 13.92	331.23 .00 .00 .00 .00	691.42 4.64 3.00 45.00 13.92
			426.75	426.75	331.23	757.98
			426.75	426.75	331.23	757.98
2005 1	LIEN RE TAX LIE 30 DAY LIE CERT LIEN LIENFEEIN INT@LIEN	700174	352.49 3.00 4.42 34.00 11.99	352.49 3.00 4.42 34.00 11.99	294.21 .00 .00 .00 .00	646.70 3.00 4.42 34.00 11.99
			405.90	405.90	294.21	700.11

05/21/2018 11:55
kcyr

City of Biddeford
Real Estate Tax Statement

P 4
txtaxstm

YEAR INST	TYPE CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
			405.90	405.90	294.21	700.11
2004	LIEN	700110				
1	LIENPRINCP		343.77	339.22	.85	340.07
	LIENFEEIN		42.42	42.42	.00	42.42
	INT@LIEN		9.62	9.62	.00	9.62
			395.81	391.26	.85	392.11
			395.81	391.26	.85	392.11
GRAND TOTALS			4,450.02	4,445.47	2,226.30	6,671.77



2018.52

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

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

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

	I-3
Medical Marijuana Growing Facility	<u>C28</u>

NOTES:

28. This use is not permitted on those properties subject to the Robert G. Dodge Business Park and the Alfred Road Business Park covenants.

Shepard & Read

ATTORNEYS AT LAW

93 MAIN STREET ♦ KENNEBUNK, MAINE 04043

BRUCE M. READ
ALAN E. SHEPARD

Tel: (207) 985-2911
Fax: (207) 985-2326
E-Mail: alan@shepardandreadlaw.com

May 29, 2018

Biddeford City Council
205 Main Street
Biddeford, ME 04005

RE: Proposed Zoning Change

Dear Council Members:

Our office represents Norman Crepeau and Fabien Dube who under the name M.R.C. Realty are the record owners of a property located at 17-19 Pomerleau Street in the City. This is an industrial property in the I-3 Zone located off of Alfred Road.

It is my understanding that Councilman Mike Ready recently submitted to the Council a proposed zoning change that my clients are seeking, to make a minor adjustment as to what is an allowed use in the I-3 Zone. I had spoken with the Town Planner, and got his assistance in drafting this provision, that would allow as a conditional use a medical marijuana growing facility in this industrial zone.

As I suspect you all remember, a few years back there was a change in the zoning ordinance to add medical marijuana growing facilities and dispensaries within certain zones in the City.

At the time, the decision was made to allow the medical marijuana growing facilities in the other industrial parks, and allow a dispensary in the I-3 zone.

In speaking with the Town Planner, he recalled that the distinction was made at the time because the I-3 zone contains the Alfred Road Business Park which has frontage along Route 111, and would not be generally suitable for a medical growing facility, and another section of the I-3 which is the Robert G. Dodge Business Park has a number of medical facilities, and would potentially be more suitable for a dispensary.

The property owned by M.R.C. Realty at 17-19 Pomerleau, is not in either of these named parks, and the lots are large and isolated and would be very suitable for a growing facility.

The proposed zoning change was drafted in the narrowest manner to just affect the section of the I-3 that is not in the two named parks, to avoid the concerns outlined above, and also to avoid the deed covenants that limit the uses in these named parks.

I hope the Council would agree that zoning ordinances should remain open to flexible changes, to allow the business community to benefit from certain market trends. At this point in time, there is a very high demand for spaces that would allow grows by medical caregivers. My clients made a big investment in this property, and they would like to opportunity to rent to a tenant seeking space for a medical growing facility.

It is important to note that this request has nothing to do with any recreational market. How the City may choose to deal with retail sales and cultivation of recreational marijuana is a future consideration, which is unrelated to this zoning change.

We hope that the Council will choose to send this request to the Planning Board for further consideration. I look forward to answering any questions you may have at the June 5th meeting.

Yours truly,

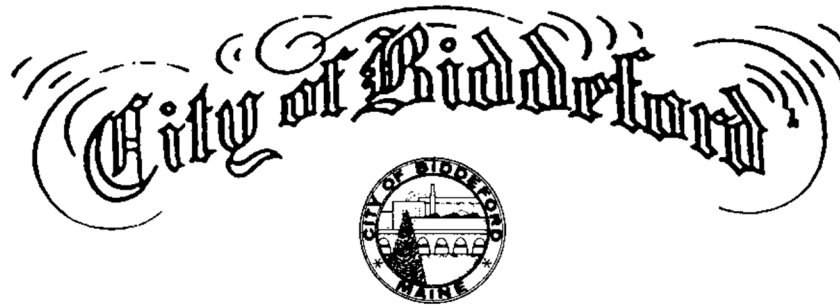
SHEPARD & READ

A handwritten signature in black ink, appearing to read 'Alan E. Shepard', written over a horizontal line.

Alan E. Shepard

AES/rrl

cc: M.R.C. Realty
Greg Tansley, Town Planner



2018.53

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby renew the Agreement for the operation of a shared Assessing Department with the City of Saco.

NOTE: The Agreement is attached.

AGREEMENT
FOR OPERATION
OF
SHARED ASSESSING DEPARTMENT

THIS AGREEMENT is made this _____ day of _____, 2018 by and between the CITY OF BIDDEFORD, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter “Biddeford”) and the CITY OF SACO, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter “Saco”), collectively (“The Parties”).

WHEREAS, pursuant to 30-A M.R.S. § 2201, et seq., municipalities are permitted to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and,

WHEREAS, the Cities desire to create efficiencies for the benefit of the citizens and property taxpayers of both communities; and,

WHEREAS, Biddeford is willing and able to provide assessment services through its City Assessor to Saco on a cost sharing basis and pursuant to the terms provided below.

NOW, THEREFORE, Biddeford and Saco agree as follows:

1. **Creation of Joint Department:** The Cities have previously, through vote of their respective City Councils approved this agreement, voting to create a joint Assessing Department which will be made up of shared employees between the two communities as well as employees that are hired directly by the individual cities to assist the joint efforts.
2. **Staffing of Joint Department:** The Cities will jointly share and employ the Chief Assessor for both communities. For the purpose of this agreement, one of the Cities will take the lead as the primary employer for the purpose of employment issues (see paragraph 3 and 6). The day to day oversight of the employee will be jointly shared between the Biddeford City Manager and the Saco City Administrator.
 - a. For the initial term of this agreement, the Cities agree to appoint Biddeford’s Assessor to serve in the capacity of Chief Assessor for the joint department.
 - b. Each community will employ a Deputy Assessor who will have primary responsibilities to their respective community. Each deputy shall be appointed by the respective City Manager/City Administrator upon nomination by the shared Chief Assessor. While the respective deputies will remain as employees of the respective community, each will be expected to assist the Chief Assessor in any and all issues facing either community as so directed.

- c. The Cities will jointly share and employ an Assessing Listing Agent to assist both communities in determining the values of personal property and real property. For the initial term of this agreement, the Assessing Listing Agent will be an employee of the City of Saco. The Parties, through their respective City Manager/City Administrator will agree on the process of filling this new position.
 - d. Each community commits to supplying the necessary administrative support for their respective assessing offices. For the purposes of this agreement, this shall be at least 20 hours weekly of dedicated support.
- 3. **Appointment of Biddeford Assessors' Agent.** Saco's City Council has appointed the Biddeford Assessor, with the consent of Biddeford, to be the official Saco Assessors' Agent for all purposes required under law, but subject to the provisions in Paragraph 4 below, he shall at all times remain solely an employee of Biddeford.
- 4. **Scope of Services.** The Cities agree to the following scope of services for the two shared positions:
 - a. The Chief Assessor shall perform all duties and responsibilities imposed by law on the Saco Assessors' Agent, including assessing the April 1st real and personal property taxes and committing the same for collection, management of assessing personnel, hearing and deciding abatement requests, providing information to municipal officials and citizens, state agencies, vendors and other persons with interest in activities pertaining to the assessing functions of Saco including, appearing in any and all administrative and judicial forums to defend challenges to the Saco assessments. The duties of Saco Assessors' Agent are more clearly defined in the job description, attached as Attachment A. It is expected that over any extended period of time, the Chief Assessor will spend equal time performing duties for each community. It is the expectation that the Chief Assessor will maintain a physical presence in Saco for two (2) days each week and be available via telephone and email and in person, as needed during the regular work week, to address questions or concerns that cannot be addressed by other employees. It is understood that during commitment periods or periods of peak abatement request activity, additional physical attendance and/or time commitment may be required at the office of a particular party, and it is agreed that the Chief Assessor may, in his discretion, allocate his time such that the time demands for one party are met without sacrificing his duties for the other party.
 - b. It is the expectation that the Assessing Listing Agent will spend an equal amount of time between the two communities over any extended period of time. It will be expected that the Assessing Listing Agent will be in Biddeford City Hall at least two (2) days a week under normal circumstances.
- 5. **Assessment Data.** The data collected, analyzed and archived for each City shall physically reside in that City. All data, databases and other assessment records shall be assembled and stored for each City separately. While the merged use of the data is encouraged, the databases themselves shall remain independent entities, as they exist on the date of this agreement and each Party shall

be solely responsible for the integrity, protection, and backup of its respective data.

6. City as Sole Employer.

- a. The Chief Assessor shall remain an employee of Biddeford during the term of this agreement for all administrative purposes including, without limitation, pay, benefits and worker's compensation coverage. However, the Assessor shall be subject to the oversight, direction and control of the party for whom duties are being performed and shall conform to the relevant provisions of any charter, ordinance or policy of the party for whom duties are being performed.
- b. The Assessing Listing Agent shall remain an employee of Saco during the term of this agreement for all administrative purposes including, without limitation, pay, benefits and worker's compensation coverage. However, the employee shall be subject to the oversight, direction and control of the Chief Assessor.

7. Saco Responsibility. The Chief Assessor shall be an agent of the Saco City Administrator for the purposes of statutory authorization and for all functions and duties of the assessing office including, without limitation, establishing taxable valuation assessments, determination of abatement requests, exemption funding, certification of ratios, and listing and, where appropriate, inspecting real and personal property and equipment. Saco shall provide a dedicated workspace for the Chief Assessor at Saco's City Hall, complete with desk, chair, telephone, computer, and internet access and related office supplies to use when working in the City of Saco. Saco will also provide office support, legal counsel and assessment defense costs, independent appraisals, mass valuations and reviews as needed, and funding and physical location for administrative appeals processes for challenges to Saco assessments. Saco shall provide such additional financial and administrative support for mapping, computer systems, printing, mailing and other necessary resources and functions as Saco shall deem necessary and prudent for the proper administration of the Saco assessing function.

8. Cost. The Cities agree to share all employment costs of the Chief Assessor and Assessing Listing Agent equally. Quarterly, the Cities will meet to determine the amounts owed and payment will be made within thirty (30) days of the determination. The Cities, through their respective City Manager/Administrator will determine the joint budget for the operation of the joint operation, subject to the budget authorization process in each community.

9. Indemnification. If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the Chief Assessor, or any other agents he may lawfully engage, for Saco, then Saco shall defend, indemnify and hold harmless Biddeford and its officials, agents and employees, including, without limitation, the Assessor in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney's fees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.

10. Term and Termination of Agreement. The initial term of this Agreement shall expire on June 30, 2020 and shall commence on the day it is signed by the Biddeford City Manager and Saco City Administrator. This Agreement may be canceled by either party upon written notice to the other party at least 60 days prior to the intended termination date. The Parties agree that any amendment to this Agreement may be upon the mutual written and affirmative action of the City

Councils of both municipalities.

11. **Notification.** Notices under this Agreement shall be sufficient if sent by first class mail or hand-delivered as follows:

TO SACO: City Administrator
 City of Saco
 300 Main Street
 Saco, ME 04072

TO BIDDEFORD: City Manager
 City of Biddeford
 205 Main Street
 Biddeford, ME 04005

12. **Default.** In the event a party defaults under this Agreement, the other party shall have those remedies available at law and equity, provided it shall first give the defaulting party written notice and a reasonable time to cure.

13. **Disputes.** If a claim or dispute arises out of this Agreement or its performance, the Parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation. If the Parties are unable to resolve this matter through mediation, the Parties agree to submit their dispute to binding arbitration before a single arbitrator under the rules of the American Arbitration Association.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the Parties agree to meet and negotiate a new clause, section, provision, or agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written.

City of Biddeford

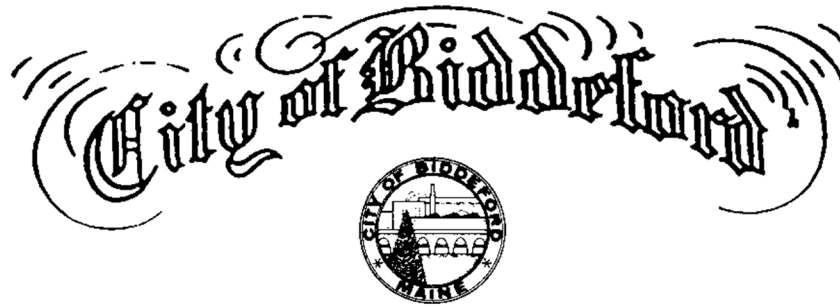
Date

James A. Bennett, City Manager

City of Saco

Date

Kevin Sutherland, City Administrator



2018.54

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby enter into an Interlocal Cooperation Agreement for a Biddeford-Saco Animal Control Officer.

NOTE: The Agreement is attached.

**INTERLOCAL COOPERATION AGREEMENT
FOR
BIDDEFORD-SACO ANIMAL CONTROL OFFICER**

Pursuant to the provisions of 30-A M.R.S.A., Chapter 115, this Inter-local Cooperation Agreement (Agreement) is made and entered into as of the 1st day of July 2018, by and between the City of Biddeford and City of Saco, Maine, for the provision of Animal Control Officer (“ACO”) services for the City of Saco.

WHEREAS, Maine law permits municipalities and political subdivisions to enter into inter-local cooperation agreements to make the most efficient use of their powers and in order to provide services and facilities that will accord best with the needs of both communities; and

WHEREAS, 7 M.R.S.A. §3947 requires that each municipality shall appoint one or more Animal Control Officers whose duties are enforcement of sections 3911, 3912, 3916, 3921, 3924, 3948, 3950, 3950-A, 3952 and 4041 and Title 17, section 1023, responding to reports of animals suspected of having rabies in accordance with Title 22, sections 1313 and 1313-A and any other duties to control animals as the municipality may require; and,

WHEREAS, the City Council of Biddeford and City Council of Saco have reviewed the information available on this subject and have determined that it is in the best interest of their constituencies to participate in a consolidated Animal Control and Enforcement for the Cities of Biddeford and Saco, and that an appropriate agreement be created to facilitate the terms of this relationship.

NOW, THEREFORE, pursuant to the authority granted by 30-A M.R.S.A., Chapter 115, and every other legal authority, and in consideration of the following mutual covenants and conditions set forth herein, the parties hereby agree as follows:

Section 1. Statement of Purpose

The City of Biddeford Animal Control Officer will provide the following services to the City of Saco:

1. Response to domestic animal complaints, taking appropriate action as needed during assigned hours of work within a defined work week.
2. Transportation of domestic animals that have been captured or injured to either the Animal Welfare Society or an appropriate animal treatment facility.

The City of Saco shall maintain a workspace for use by the ACO, and appropriate cages or other temporary facilities for the short term holding of captured animals awaiting transfer to the owner or other facility.

The City of Saco is responsible for the payment of any fee associated with any oral or written agreement made between the City of Saco and the Animal Welfare Society, or any other agency that is licensed to provide care, treatment, or the housing of any cat or dog that has been captured, surrendered or otherwise associated with the City of Saco.

The City of Saco is responsible to provide, at its expense, Animal Control Services during those times that the ACO is not available to respond due to being on days off, vacation, training or absent for any other reason.

Section 2. Operation and Costs

1. The Animal Control Officer shall be under the direct control and supervision of the Biddeford Police Department when performing tasks in the City of Biddeford, and under the direct supervision of the Saco Police Department when performing tasks in the City of Saco. Notwithstanding the preceding, the ACO shall be an employee of the City of Biddeford for purposes of insurance, wages, taxes, benefits, and workman's compensation. The parties may, from time to time, select a new ACO and determine at that point which Community shall act as the hiring and employment entity.

2. The Animal Control Officer must adhere to the regulations and guidelines concerning Animal Welfare Law in accordance with 7 M.R.S.A. Chapter 725.

3. The cost of the operations of the Animal Control Officer, and basic operational equipment, shall be borne by the City of Biddeford. Any cost associated with the operation of the Animal Control Officer that requires additional equipment or overtime pay and benefits, which in any way is for the exclusive benefit of Saco, shall be the sole responsibility of the City of Saco.

4. The City of Saco agrees to pay a fee of \$30,000, for the fiscal year 2019 and a rate equal to one half of any contractual wage and benefit increases for subsequent fiscal years. This fee may be changed with six months notice. This fee shall be paid semi-annually with the first payment due by the 15th day after the beginning of the fiscal year, and the second payment by the 15th day of January following.

5. The agencies represented in this agreement recognize that the complexities involved in multi-agency sharing of services will require continuous review and improvement. On occasion, problems or concerns between agencies or disciplines will occur. First line supervisors experiencing those concerns shall work to resolve such issues at their level whenever practical. Should the issue rise to the level of the Police Chief, the respective Chief shall work to resolve the issue in consultation with the respective city manager or city administrator. If this step does not resolve the matter, the Parties agree to jointly select an experienced mediator, who shall conclusively and finally determine the matter, all costs of mediation, except legal fees, to be jointly shared by the Parties.

Section 3. Procedures

1. At the beginning of each work day, the ACO will communicate with the respective community and follow up on complaints or inquiries regarding Animal Welfare Laws.
2. At least several times each work day during the period from May 1st to October 31st of each year, the ACO will patrol the coastal areas of Biddeford and Saco, enforcing leash laws and/or any other matters relating to domesticated animals. The actual frequency of patrols shall be subject to availability based on daily workload and assigned priorities.
3. Nothing in this agreement is intended to supplant or supersede any other agreement made by or between the City of Biddeford and City of Saco, nor is it intended to preclude either community from requesting assistance from the other pursuant to any existing agreement between the communities.

Section 4. Effective Date

The conditions and procedures outlined in this Agreement shall be in full force and effect commencing on or about July 1, 2018.

Section 5. Term

Either party may terminate this agreement with six months written notice to the other party, unless a shorter period is agreed to by the parties.

Section 6. Agreements

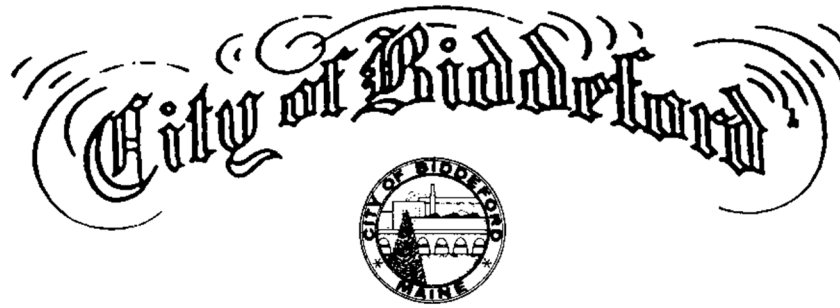
The signatures of the following shall effectuate compliance with the terms and conditions of this Agreement.

Section 7. Indemnification

If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the Animal Control Officer, or any other agents he or she may lawfully engage, for Saco, then Saco shall defend, indemnify and hold harmless Biddeford and its officials, agents and employees, including, without limitation, the Animal Control Officer in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney's fees. If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the Animal Control Officer, or any other agents he or she may lawfully engage, for Biddeford, then Biddeford shall defend, indemnify and hold harmless Saco and its officials, agents and employees, including, without limitation, the Animal Control Officer in his official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney's fees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.

Kevin Sutherland, City Administrator
City of Saco

James Bennett, City Manager
City of Biddeford



2018.55

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby enter into a Joint Agreement with the City of Saco for the continued funding for the Biddeford-Saco Opiate Outreach Initiative.

NOTE: The Agreement is attached.

AGREEMENT
FOR CONTINUED FUNDING FOR BIDDEFORD SACO OPIATE OUTREACH INITIATIVE

THIS AGREEMENT is made this _____ day of _____, 2018 by and between the CITY OF BIDDEFORD, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter “Biddeford”) and the CITY OF SACO, a Maine municipal corporation existing under the laws of the State of Maine and located in York County (hereinafter “Saco”), collectively (“The Parties”).

WHEREAS, pursuant to 30-A M.R.S. § 2201, et seq., municipalities are permitted to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and,

WHEREAS, the Cities desire to create efficiencies for the benefit of the citizens and property taxpayers of both communities; and,

WHEREAS, Biddeford SBOOI Coordinator and Saco have jointly created the Biddeford Saco Opiate Outreach Initiative (SBOOI); and,

WHEREAS, Biddeford and Saco have been awarded a state grant that provided a significant portion of the funding for SBOOI; and,

WHEREAS, the State of Maine is no longer providing financial assistance for the program; and,

WHEREAS, SBOOI has achieved significant results during the grant period and the need to continue to provide the outreach is considered important;

NOW, THEREFORE, Biddeford and Saco agree as follows:

1. **Continue funding of program:** The Cities have previously, through vote of their respective City Councils, approved the initial funding of SBOOI. The Cities agree to continue the program once the state grant funding is no longer available.
2. **Staffing of Joint Department:** The Cities will jointly share and employ the SBOOI Coordinator. The day to day oversight of the employee will be jointly shared between the Biddeford and Saco Police Chiefs.
3. **Scope of Services.** The Cities agree to continue with the existing working arrangements as has been in place during the first year of the program. Any significant operational changes will be agreed to by both Police Chiefs. In the event of any unresolved issues, the Biddeford City Manager and Saco City Administrator shall resolve the issue(s).
4. **City as Sole Employer.** The SBOOI Coordinator shall remain an employee of Biddeford during the term of this agreement for all administrative purposes including, without limitation, pay, benefits and worker's compensation coverage. However, the SBOOI Coordinator shall be subject to the oversight, direction and control of the party for whom duties are being performed and shall

conform to the relevant provisions of any charter, ordinance or policy of the party for whom duties are being performed.

5. **Cost.** The Cities agree to share all employment costs of the SBOOI Coordinator equally. Quarterly, the Cities will meet to determine the amounts owed and payment will be made within thirty (30) days of the determination. The Cities, through their respective City Manager/Administrator will determine the joint budget for the operation of the joint operation, subject to the budget authorization process in each community.
6. **Indemnification.** If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the SBOOI Coordinator, or any other agents he or she may lawfully engage, for Saco, then Saco shall defend, indemnify and hold harmless Biddeford and its officials, agents and employees, including, without limitation, the SBOOI Coordinator in his or her official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney's fees. If a claim is brought against either Saco or Biddeford arising out of, or within the scope of the service performed by the SBOOI Coordinator, or any other agents he or she may lawfully engage, for Biddeford, then Biddeford shall defend, indemnify and hold harmless Saco and its officials, agents and employees, including, without limitation, the SBOOI Coordinator in his or her official and individual capacities from and against all such claims, damages, losses and expenses, including reasonable attorney's fees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.
7. **Term and Termination of Agreement.** The initial term of this Agreement shall expire on June 30, 2019 and shall commence on the day it is signed by the Biddeford City Manager and Saco City Administrator. This Agreement may be canceled by either party upon written notice to the other party at least 60 days prior to the intended termination date. The Parties agree that any amendment to this Agreement may be upon the mutual written and affirmative action of the City Councils of both municipalities.
8. **Notification.** Notices under this Agreement shall be sufficient if sent by first class mail or hand-delivered as follows:

TO SACO:	City Administrator City of Saco 300 Main Street Saco, ME 04072
TO BIDDEFORD:	City Manager City of Biddeford 205 Main Street Biddeford, ME 04005
9. **Default.** In the event a party defaults under this Agreement, the other party shall have those remedies available at law and equity, provided it shall first give the defaulting party written notice and a reasonable time to cure.
10. **Disputes.** If a claim or dispute arises out of this Agreement or its performance, the Parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-

binding mediation. If the Parties are unable to resolve this matter through mediation, the Parties agree to submit their dispute to binding arbitration before a single arbitrator under the rules of the American Arbitration Association.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the Parties agree to meet and negotiate a new clause, section, provision, or agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written.

City of Biddeford

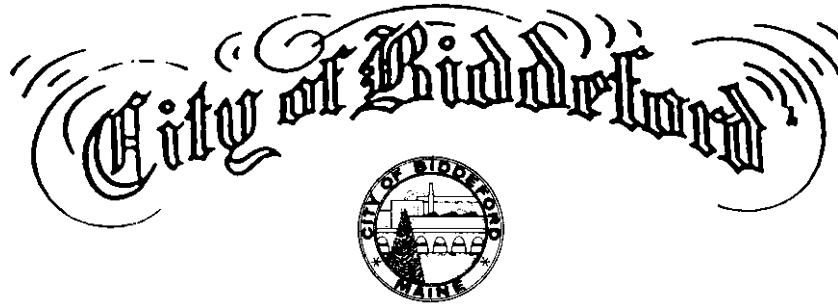
Date

James A. Bennett, City Manager

City of Saco

Date

Kevin Sutherland, City Administrator

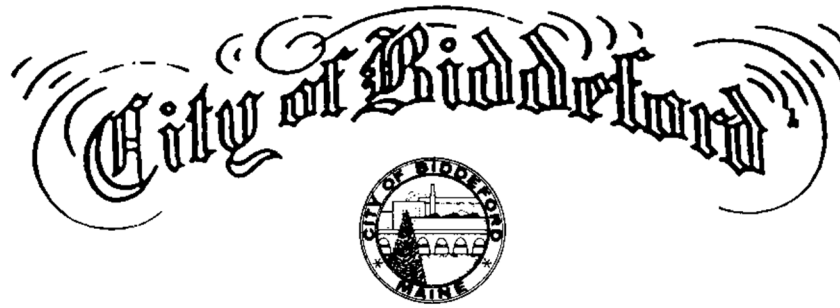


2018.56

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby endorse **Question 3** on the Municipal School Budget Validation Referendum Election Ballot:

Do you favor the formation of a regional service center pursuant to an Interlocal Agreement to Establish the Southern Maine Administrative Collaborative Regional Service Center (Biddeford and Dayton), as approved by the governing bodies of the parties thereto and the Commissioner of the Department of Education?



2018.57

IN BOARD OF CITY COUNCIL...JUNE 5, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby endorse **Question 4** on the Municipal School Budget Validation Referendum Election Ballot:

Do you favor the formation of a regional service center pursuant to an Interlocal Agreement to Establish the Southern Maine Regional Service Center (Biddeford, Dayton, MSAD #55, Sanford, MSAD #57, Yarmouth, MSAD #60, RSU #23, RSU #21), as approved by the Commissioner of the Department of Education?