

AGREEMENT and RELEASE

This Agreement and Release ("Agreement") is made and entered into by and between **James Bennett** ("Bennett") and the **City of Biddeford** (the "City").

WHEREAS, Bennett has been employed by the City as its City Manager under an Employment Agreement dated June 30, ~~2015~~ as amended from time to time thereafter; and

WHEREAS, Bennett and the City entered into an Agreement Regarding Extending Notice Requirement (the "Extension Agreement"); and

WHEREAS, Bennett filed suit in the York County Superior Court against the City for breach of the Extension Agreement and the City filed a counterclaim requesting a declaration that it had not breached the Extension Agreement (the "Lawsuit");

WHEREAS, Bennett and the City wish to resolve all disputes between them;

NOW, THEREFORE, in consideration of the mutual commitments contained herein, the parties agree to settle said claims pursuant to the terms of this Agreement, as set forth below.

1. Release and Hold Harmless.

Bennett, in consideration for the mutual covenants contained herein, for Bennett and anyone who may claim through him, including but not limited to his personal representatives, heirs, and assigns, does hereby irrevocably and unconditionally release and forever discharge Employer and its officers, elected and appointed officials, employees, insurers, representatives, attorneys and their predecessors, successors, heirs, executors, administrators, and assigns, whether current or former ("Releasees"), from any and all claims, damages, complaints, grievances, causes of action, suits, liabilities, demands, and expenses (including attorneys' fees) of any nature whatsoever, both at law and in equity, except those expressly reserved herein, whether known or unknown, now existing or that may result from the existing state of things, that Bennett now has or has ever had against Releasees from the beginning of time to the present day.

The City in consideration for the mutual covenants contained herein, for itself and anyone who may claim through it, including but not limited to its officers, elected and appointed officials, employees, does hereby irrevocably and unconditionally release and forever discharge Bennett, his successors, heirs, executors, administrators, and assigns, whether current or former ("Releasees"), from any and all claims, damages, complaints, grievances, causes of action, suits, liabilities, demands, and expenses (including attorneys' fees) of any nature whatsoever, both at law and in equity, except those expressly reserved herein, whether known or unknown, now existing or that may result from the existing state of things, that the City now has or has ever had against Releasees

from the beginning of time to the present day.

2. Dismissal of Lawsuit

Upon payment of the consideration set forth in Section 3 (Consideration), the parties will execute a stipulation of dismissal of the Lawsuit (including the counterclaim) with prejudice and without costs.

3. Consideration.

In consideration for the release of claims and all other obligations undertaken herein by Bennett, the City agrees:

(a) to pay Bennett \$90,000 as follows:

\$24,000 into his 401A account
\$16,750 into his 457 account
\$810 into his RHS account
\$48,440 less applicable withholding as wages

b) to continue to pay the City's current dollar amount of its share of Employee's current health insurance premium for **through December 31, 2025** Payments will be made directly to the insurance carrier;

4. Return of Electronic Files

The City agrees to provide Bennett with an electronic copy of all documents and records he worked on during the course of his employment at the City. Bennett agrees to maintain the confidentiality of any confidential record so provided.

5. Non-Disparagement.

Bennett promises, covenants, and agrees that he will never say, write, express, communicate, or relate anything derogatory or defamatory about the City, or make any oral or written statements or take any action purposefully detrimental to the goodwill of the City or that would otherwise disparage or reflect unfavorably on the City, its elected officials, employees, or agents, except as required by law.

The City makes the same promises and covenants of non-disparagement as Bennett, but such promises and covenants apply solely to the Mayor, members of the City Counsel, City Attorney and all City employees that are employed in leadership positions.

6. Severability.

If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be

valid and enforceable to the extent permitted by applicable law. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

7. Interpretation of Agreement.

The parties to this Agreement acknowledge that: (a) this Agreement and its reduction to final written form are the result of good faith negotiations between the parties through their respective counsel; (b) said counsel have carefully reviewed and examined this Agreement before execution by said parties; and (c) any statute or rule of construction that provides that ambiguities are to be resolved against the drafting parties shall not be employed in the interpretation of this Agreement. This Agreement shall be construed according to and governed by the laws of the State of Maine without giving effect to that State's conflicts of law provisions.

8. Jurisdiction/Venue.

Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of Maine for purposes of any action or proceeding arising out of or relating to this Agreement. Each party hereby consents to such personal jurisdiction and agrees that venue shall lie in the state and federal courts within the state of Maine with respect to any claim or cause of action arising under or relating to this Agreement. Each party hereby waives any objection based upon a *forum non-conveniens* and waives any objection to the venue of any action instituted hereunder.

8. Substituted Contract.

This Agreement constitutes a substituted contract for all claims being resolved herein, and the sole remedy for any breach of this Agreement shall be an action on this Agreement.

9. Counterparts.

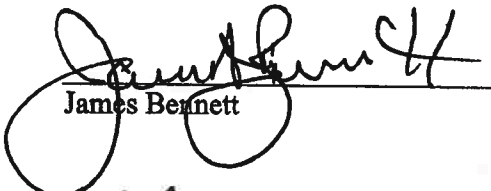
The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement by facsimile, email in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

10. Entire Agreement.

This Agreement contains the entire agreement between the parties and supersedes all prior agreements or understandings, written or otherwise, which are expressly hereby agreed to be of no further force or effect.

IN WITNESS WHEREOF, the parties, having read the foregoing Agreement carefully, and knowing and understanding its contents and effects, sign and seal the same as their own free act and deed.

DATED:


James Bennett

DATED:

 10/20/25
City of Biddeford

By: Martin Grohmann

Its: Mayor