A G E N D A
MEETING - City Council
City Council Chambers

Tuesday, October 20, 2026
6:00 PM

Meeting Format
This meeting will be conducted in person in the Sanford City Council Chambers and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure. Members of the public may join the meeting by phone by dialing 1 (929) 205-6099 using Meeting ID 873 7054 8189 and Password 119389, or via computer at https://us02web.zoom.us/j/87370548189?pwd=Yvm2JXHA5V1EXmkxmjGtmNKJcyEmdA.1 . Members of the public may also submit comments via the City of Sanford website at www.sanfordmaine.org under Government/ City Council/ Contact the Council.

Pledge of Allegiance

Moment of Silence

Roll Call

Minutes

26-334-01	Ordered, to approve the minutes from the regular City Council Meeting held on October 6, 2026.
26-336-01	Ordered, to approve the minutes from the Executive Session of the City Council held on October 6, 2026.
26-337-01	Ordered, to approve the minutes from the emergency City Council Meeting held on October 13, 2026.

Mayor's Report/City Council Sub-Committee Reports

City Manager's Report

Communications/Presentations

Public Participation

Public Hearings
The City Council will take public comment on the following:

26-340-01	A Public Hearing on proposed amendments to the City of Sanford General Assistance Ordinance in line with recommendations from Maine Department of Health and Human Services.

Consent Agenda

Old Business

New Business

26-304-01	This is a hearing to determine whether 27 Kilby Street identified as Tax Map M29 Lot 53 and further described in a deed recorded in the York County Registry of Deeds at Book 18105 Page 874 and Mortgage recorded at Book 19991, Page 437, is a dangerous building or a nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and to determine what, if any, remedy is appropriate.
26-341-01	After hearing testimony and other evidence presented and then making findings of fact and if then adjudging 27 Kilby Street to be a dangerous building or a nuisance pursuant to 17 M.R.S.A §§ 2851-2859, the City Council now makes the following orders to abate the nuisance and appropriate corrective actions taken.
26-319-01	Ordered, the City Council hereby ordains amendments to the City of Sanford General Assistance Ordinance. (This item must be read on two separate occasions. This is the first reading.)
26-320-01	Ordered, to approve the York District, Pine Tree Council, and Scouting America camporee event at Gowen Park on 11/6/2026 - 11/8/2026.
26-342-01	Ordered, to authorize the City Manager to sign a Certificate of Local Approval in support of Caring Unlimited's annual application to Maine State Housing for funding to support their 18-bed Emergency Shelter in Sanford.

Council Member Comments

Future Agenda Items

Adjournment

Memo

Number: 26-334-01
To: City Council
From: Lorisa Ricketts, Executive Administrator
Date: 2026-10-20
Subject: Ordered, to approve the minutes from the regular City Council Meeting held on October 6, 2026.

RECOMMENDATION
Ordered, to approve the minutes from the regular City Council Meeting held on October 6, 2026.

Background Information:

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):
10-6-26 City Council Minutes.pdf

Sanford City Council
Meeting Minutes
Tuesday, October 6, 2026

The Sanford City Council met on Tuesday, October 6, 2026 in person in the City Council Chambers and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure.

MAYOR: Becky A. Brink; **DEPUTY MAYOR:** Maura A. Herlihy; **CITY COUNCILORS:** Councilor Ayn M. Hanselmann; Councilor Jonathan L. Martell; Councilor Peter E. Tranchemontagne; Councilor Nathan H. Hitchcock (absent with notice); Councilor Charlene S. Plante (absent with notice). **CITY STAFF:** City Manager Steve Buck; Assistant Manager Michelle LaBree; Executive Administrator Lorisa Ricketts; Assistant Director of Information Systems Ben Gore; City Clerk Sue Cote; Fire Chief Scott Susi; Assistant Fire Chief Brian Watkins; Assistant Fire Chief Rick Smith; Police Chief Eric Small; Building and Permit Safety Specialist Alix Burbank

Others Present in the City Council Chambers: Family and Colleagues of the Sanford Fire Department staff being honored tonight; John Henkelman; Alexander Clary; Megan Crawford; Lawrence Furbish – Sanford Springvale Historical Society; Diane Small – Sanford Housing Authority; Bruce Graybeard; Jen Ouellette – Sanford Housing Authority; Paul Auger – Sanford Springvale Historical Society; David Parent, Melissa Alipalo, Keith Levasseur and Nick Tumolo of Sanford Water District

Others Present via Zoom: Parks and Recreation Director Brady Lloyd; Public Works Director Matt Hill; Christopher Heywood; Beverly Morrow; Codes and Planning Director Jamie Cole; Aidan Gendron

Meeting Format

Mayor Brink called the meeting to order at 6:00 PM.

This meeting was conducted in person and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure.

Pledge of Allegiance

Moment of Silence

Deputy Mayor Herlihy spoke in recognition of Bob Hardison, who passed away recently. Bob was instrumental in the founding of the Sanford Regional Economic Growth Council and was a long-time Sanford Industrial Development Corporation, Chamber of Commerce and Rotary member, a Sanford Mainers Board Member and a North Parish Church board member involved with many other community organizations, including Goodall Hospital and the Cancer Care Center of York County. His contributions to the community were remarkable and his presence will be missed.

Roll Call

Mayor Brink performed the roll call of Councilors present: Deputy Mayor Herlihy, present; Councilor Martell, present; Councilor Hanselmann, present; Councilor Tranchemontagne, present; Councilor Hitchcock, absent with notice; Councilor Plante, absent with notice.

Minutes

26-308-01 Ordered, to approve the minutes from the regular City Council Meeting held on September 15, 2026.

Councilor Hanselmann moved to approve. Councilor Tranchemontagne seconded.

Motion passed 5-0.

26-309-01 Ordered, to approve the minutes from the Executive Session of the City Council held on September 15, 2026.

Councilor Tranchemontagne moved to approve. Councilor Hanselmann seconded.

Motion passed 5-0.

Mayor's Report/City Council Sub-Committee Reports

Mayor Brink discussed the roles of the Mayor, Deputy Mayor, and City Councilors. She shared information on actions that the City has taken over the past few years to address homelessness. See attached.

Manager's Report

Manager Buck gave an update on the chronically unhoused, especially around the International Woolen Mill. See attached.

Communications/Presentations

26-313-01 Presentation of the Sanford Fire Department Promotions - Lieutenant and Field Support Specialist (FSS) and Presentation of the Sanford Fire Department Awards - Stork awards

Fire Chief Scott Susi presented promotions for Lieutenant Alex DeLorge and Field Support Specialists Ryan Gaudreau, Edward Moffitt, Brian Ackley and Justin Barnaby.

He also presented Stork Awards to staff in recognition of their delivery of a baby girl on January 8, 2026: FF/Advanced EMT Carson Estela, Firefighter/Paramedic Alex Belanger, Firefighter/EMT Kevin Lambert, Firefighter/EMT Joseph Wilber, and Captain Joseph Wilber.

26-317-01 Presentation from Superintendent of Sanford Water District re fluoridation of municipal water.

Sanford Water District Superintendent David Parent presented on this item.

26-282-01 Annual presentation from the Sanford Housing Authority and the Sanford Land Bank Authority pursuant to 30-A M.R.S.A § 4721(5).

Sanford Housing Authority Deputy Director Jen Ouellette and Assistant City Manager Michelle LaBree presented on this item.

Public Participation

Michael Perry of Sanford commented on the issue of homeless in the area of Heritage Crossing and the Sanford Mill and made some suggestions on ways to tackle the problem.

Bruce Graybeard, not a Sanford resident, asked to speak regarding the homeless. It was suggested that he could speak instead during the Public Safety Subcommittee meeting on October 13.

Joshua Blake of Sanford spoke against fluoridation of the municipal water.

Hiram Cheney of Sanford, of St. George's Parish Church, spoke in favor of humane treatment of the homeless. He praised the Sanford Police Department and said it is the best police force that he has found. He also commented that this community cares about its people.

Public Hearings

None.

Consent Agenda

None.

Old Business

None.

New Business

26-314-01 Ordered, to adopt a policy as presented for use of the Boston Post Cane for honorary recognition of the eldest eligible resident, to be administered by the Sanford Springvale Historical Society.

Councilor Martell moved to approve the resolution as presented. Councilor Tranchemontagne seconded.

Lawrence Furbish and Paul Auger from the Sanford Springvale Historical Society presented on this item.

Motion to adopt as presented passed 5-0.

26-306-01 Ordered, to approve a request for an MDOT Overlimit permit for Construction on a project pursuant to 29-A M.R.S. § 2382 (7) and to authorize the City Manager to sign on behalf of the City Council.

Manager Buck presented on this item.

Councilor Tranchemontagne moved to approve the resolution as presented. Councilor Hanselmann seconded.

Motion to approve passed 4-0 (Councilor Martell stepped temporarily out of the meeting.)

26-310-01 Ordered, to authorize a reciprocal easement agreement between the City of Sanford and the Sanford Masonic Temple for use and maintenance of driveways and parking areas, with all of the Municipality's day to day administration and costs associated with the agreement to be delegated to the Sanford Library Association, d/b/a Louis B. Goodall Memorial Library.

Councilor Hanselmann presented on this item. In 2023, an agreement was signed between the Masons and Goodall Library, in error listing the Library as owners of the property.

Deputy Mayor Herlihy moved to approve the agreement; Councilor Hanselmann seconded.

Motion to authorize passed 5-0.

26-311-01 Ordered, to accept grant funds in the amount of $ 747,272.28 from FEMA for an EMW-2025-FG-06657 2025 Assistance to Firefighters Grant for Paramedic Training.

Assistant Fire Chief Rick Smith presented on this item. This grant will support paramedic training, which is a high priority for the department. Employees will be able to undergo the training at no cost to them.

This will span the current fiscal year and next fiscal year.

Manager Buck commented that the new Field Support Specialist positions will help support the department while this grant is supporting the training of young firefighters.

Councilor Tranchemontagne moved to approve the agreement; Councilor Martell seconded.

Motion to accept the grant funds passed 5-0.

26-312-01 A proclamation declaring November 1, 2026 as "Extra Mile Day" to recognize people and organizations who are creating positive change in the community through extraordinary efforts in volunteerism and service.

Deputy Mayor Herlihy read the proclamation and moved to adopt as read. Councilor Hanselmann seconded.

Motion passed 5-0.

26-312-01 Ordered, to approve the purchase of a new asphalt repair pavement patcher unit for the Department of Public Works in the amount of $96,650.00 from Allied Equipment of Hartland, Maine.

Public Works Director Matt Hill presented on this item.

Counselor Hanselmann expressed her appreciation for the Public Works Department's fleet management program. Counselor Martell commented on the importance of road maintenance.

Councilor Tranchemontagne moved to approve the purchase. Councilor Martell seconded.

Motion to approve passed 5-0.

Council Member Comments

Councilor Hitchcock: Absent with notice.

Councilor Plante: Absent with notice.

Mayor Brink: Commented that the unhoused are humans in need of help. The Police Department is currently down by eight officers and they have to prioritize what they can do with the manpower they have.

Councilor Hitchcock: Absent with notice.

Councilor Tranchemontagne: Discussed his trip to Heritage Drive and the International Woolen Mill building and the situation there. He thanked the Council and the City Manager for their efforts to remedy the situation.

Councilor Hanselmann: Expressed condolences to the family of Arlene Fortier and commented that she was a light in the community.

Councilor Martell: Expressed concern about the situation on Heritage Crossing and said he would like to see a larger police presence there.

Deputy Mayor Herlihy: Commented that there are positive things happening as well: the RAISE Grant project is coming in the next year; the redevelopment of the Stenton Trust is in the pipeline; and the Home for Good project is also coming.

Future Agenda Items

Councilor Plante: Absent with notice.

Councilor Hitchcock: Absent with notice.

Councilor Tranchemontagne: Requested a discussion on fluoridation of the water supply under Public Safety. It was suggested that there be an ongoing education piece on this topic for the Council and to benefit the public's understanding.

Councilor Hanselmann: Zoning Subcommittee: design districts and ability within those districts to restrict signage and design elements for residential properties.

Councilor Martell: None.

Deputy Mayor Herlihy: None.

Mayor Brink: None.

Adjournment

Meeting adjourned at 8:32 PM.

Respectfully submitted by Lorisa Ricketts, Executive Administrator for the City of Sanford.

Please note that these minutes are a summary of the proceedings, not a complete transcript of the meeting. Full recordings of meetings can be viewed on Town Hall Streams at the following link: https://townhallstreams.com/towns/sanfordme.

Mayor's report October 6, 2026

After several phone calls and emails about what the City Council and Mayor's job really is and isn't, I thought I would share what the City's Charter has to say.

I'll start with the Mayor:

Powers and Duties of the Mayor

The Mayor shall be recognized as head of the City government for all ceremonial purposes.
The Mayor shall have no regular administrative or executive duties.
Our authority is limited.

It shall be the duty of the Mayor to:
(1) preside at all meetings of the Council;
(2) develop, after consultation with the City Manager, agenda for the Council meetings,
(3) after consultation with the Council, represent the Council in all dealings with the City Manager and with all statutory and advisory boards, commissions and committees in person or by delegation.

The Mayor shall be considered the seventh member of the City Council and share all powers and duties conferred upon the City Council.

The Mayor shall vote as a member of the City Council at all meetings of the City Council.

Powers and Duties of the City Council: (which includes the Mayor)

Appoint:
The City Manager
Planning Board,
Zoning Board of Appeals,
Board of Assessment Review
Housing Authority,
City Attorney
City Auditor
and appoint members of all other City boards, commissions, and committees created by the Council

By ordinance, create, change and abolish offices, departments, agencies, and committees, other than the offices, departments and agencies established by this Charter.

The City Council shall establish a budget.

The City Council makes, alter and repeal ordinances.

Develop a set of priorities and objectives for the City.

Perform an annual performance review of the City Manager.

Provide for an annual audit.

Be responsible for the negotiation of all contracts.

Make investigations into the affairs of the City and the conduct of any City departments.

Neither the Council nor any of its members, including the Mayor, shall direct or request the appointment of any person to or the removal from office by the City Manager or by any subordinates.

Except for the purpose of inquiry and investigation, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council nor any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately.

The Mayor and the City council are not the police nor are we to pretend to be one. We also are not in charge of any department. It is not our job. When citizens email or express concerns, as elected officials we are to pass it on to the City Manager to handle. As it is his or her job. We are required to follow the Charter, the Rules and Order of Business and the Code of Conduct.

The second issue I would like to address tonight is about the mill and the unhoused population.

I have worked for 5 years with the Homeless Task Force. This involved multiple agencies who met every other week.

Under the direction of Diane Small we developed 19 strategies to address this issue. Our community had several hundred unhoused on our streets at that time. After putting the strategies in place, we now are under 50.

The City Council and several citizens still had concerns about the mill area and this group of people.
As a result of more investigation, Steve Buck shared with the city council plans that we needed to put in place to address the issue of the unhoused at the mill.

First we needed to declare the building "Abandoned" so we could legally go into the building and remove anyone who was there illegally. If you remember several meetings ago we did just that at our meeting.

The police and Chief Small have been in the building several times late at night just to see what was going on. Multiple times the people who were hanging out in the building were asked to leave.

Next Steve asked the State Landbank and DEP to come in and view the building for assistance with our situation. Last week they came down and meet with Steve, Michelle and Maura to do a run thru. We are now waiting for their response. We are hoping the state will take charge of the building. The city does not own this building.

Several people have asked why don't we take it down. Here is the reason: The Boiler Building, which is the smaller building on the right side of the mill, is going to cost around 5 million dollar (which we have a grant for this project). If that small building cost that much can you imagine how much it would cost to take down the mill!! This building could cost over 30 million dollars to remove. the council does not feel Sanford Tax payers want to spend that amount of money.

We are still working on reasonable solutions to the unhoused in our community.

Sanford
MAINE

MEMO
From the Desk of
Steven R. Buck,
Sanford City Manager

Manager's Report

To: City Council

Subject: City Manager's Report for October 6, 2026

Date: October 6, 2026

Industrial Development Standards Task Force — Meeting #5 / Conditional Use Standards

The Industrial Development Standards Task Force will hold **Meeting #5 on October 14**, representing an important milestone in the work undertaken during the City's moratorium periods for Biosolids Thermal Processing Facilities and Data Centers.

The Task Force has now progressed from identifying public concerns, through review of existing Federal, State and local regulation, regulatory gap analysis, development of Conditional Use frameworks, and preparation and subsequent Planning/Codes review of draft ordinance standards. That work has resulted in **Draft 2 Conditional Use Standards for both Biosolids Thermal Processing Facilities and Data Centers**.

Meeting #5 is intended to be a **decision meeting rather than another general research session**. The Task Force will focus on a limited number of outstanding policy matters for each industry and provide final direction necessary to complete the ordinance drafts.

For Biosolids Thermal Processing, the remaining issues include financial assurance; pre-application scoping; PFAS disclosure, pathway analysis and verification of technology claims; noise study and verification; the wastewater-treatment exclusion; applicable zoning districts; and City enforcement and modification authority.

For Data Centers, the remaining issues include applicable zoning districts; low-frequency, tonal and infrasound noise; heat rejection and thermal impacts; water use and cooling technology; financial assurance and decommissioning; building scale, buffers and site compatibility; and whether community benefits properly belong within the Conditional Use ordinance or should be addressed through a separate municipal process.

Regulate the Impact — Do Not Decide by the Name of the Use

An important principle underlying this work is that the Task Force does not need to determine that either industry is inherently "good" or "bad." Nor does development of Conditional Use standards presume that a future application will be approved.

Manager's Report

The City's responsibility is to identify the actual impacts associated with a proposed use and determine whether those impacts can be addressed through objective, stringent and enforceable standards.

We routinely follow this principle in other areas of municipal regulation.

Large buildings can present significant risks involving fire, structural integrity, electrical systems, emergency access and occupant safety. We do not prohibit large buildings simply because those risks exist. Instead, Building, Fire, Electrical and Life Safety Codes become increasingly stringent as the scale and complexity of the building increase. An applicant must demonstrate compliance before the building can be occupied.

Similarly, a gas station stores large quantities of highly flammable petroleum, creates the potential for spills and groundwater contamination, generates traffic and requires fuel deliveries. Rather than concluding that the existence of those risks inherently requires prohibition of every gas station, environmental regulations, tank standards, Fire Codes and local land-use requirements regulate those impacts. A particular proposal must satisfy those requirements in order to proceed.

The same regulatory principle is being applied here.

The questions are: **What is the identified impact? Is it already adequately regulated by an existing Federal, State or other regulatory program? If not, is there a legitimate local regulatory gap? Can Sanford establish an objective and enforceable standard to address that gap? And can a particular applicant demonstrate compliance with that standard?**

This approach is also consistent with the purpose of the moratorium process itself. The moratoriums provided the City time to study the concerns raised by the community and develop stronger ordinance protections where warranted. Predetermining that an entire industrial category should be prohibited regardless of location, technology, design, outside permitting or ability to comply with the City's new standards would bypass much of the purpose of undertaking that work.

Next Steps

Following Meeting #5, staff intends to incorporate the Task Force's final policy direction into the proposed Conditional Use Standards and associated Chapter 280 amendments.

Manager's Report

The goal is to advance the completed ordinance package to the **Planning Board in November for public hearing, review and recommendation**, after which the proposed Chapter 280 amendments and Planning Board recommendation would proceed to the City Council for its legislative review and final consideration.

The intended outcome remains a **focused, stringent, defensible and enforceable regulatory framework**—one that does not guarantee approval of either use, but instead requires any future applicant to demonstrate that its particular proposal can satisfy the standards Sanford has established to protect the community.

Chronically Unhoused, Heritage Crossing and International Woolen Mill Update

The City continues to address significant public safety, property, sanitation, and quality-of-life concerns associated with a relatively small number of chronically unhoused individuals whose activities are having a disproportionate impact on the Historic Mill District, Heritage Crossing, surrounding public spaces, businesses, and private properties. The City recognizes the frustration being expressed by residents and businesses and understands the perception that insufficient action is being taken. Considerable work is occurring, however, through enforcement, cleanup, property remediation, redevelopment planning, and coordination with State, Federal, and private partners.

Current Enforcement Actions. The International Woolen Mill (IWM) remains one of the most significant challenges. The massive vacant complex presents serious structural, environmental, fire, and life-safety hazards and continues to attract unauthorized entry despite repeated attempts to secure it. The City has expended more than $25,000 attempting to secure the facility, only to have barriers, doors, and other security measures repeatedly breached.

The City Council previously declared the IWM property abandoned pursuant to State law, providing additional authority to address conditions on the property and enforce criminal trespass. That declaration does **not**, however, transfer ownership of the property to the City or make the City responsible for the ongoing maintenance, security, cleanup, or care of this privately owned complex.

On September 30, 2026, the Sanford Police Department conducted a significant enforcement operation within the IWM complex, resulting in 13 individuals being cited for criminal trespass. SPD has developed an ongoing response program for unauthorized entry into the complex, and

enforcement will continue because allowing individuals to occupy this dangerous structure is not an acceptable public-safety outcome.

Following the September 30 enforcement action, some individuals displaced from the IWM began camping on nearby City property and sidewalks. The City is addressing these conditions through its existing authorities, including Chapter 107 governing camping and applicable laws concerning obstruction of public ways. The City is also addressing an unlicensed food operation occurring within the public way that is operating without the required Victualer's License.

These enforcement efforts are not intended simply to move individuals from one location to another. The larger objective remains breaking the repetitive cycle involving a small number of individuals who repeatedly generate police, Fire/EMS, General Assistance, property, sanitation, and public-safety responses. Meaningful progress will require not only City action, but cooperation among service providers, the District Attorney's Office, the courts, and the broader State judicial and behavioral-health systems so that repeated unlawful conduct has meaningful intervention and accountability.

Cleanup and Conditions in the Mill Yard and Heritage Crossing. Public Works has repeatedly removed trash and debris from the Mill Yard and surrounding areas. While some of this material is associated with individuals experiencing homelessness, City staff have also documented substantial illegal dumping by other residents who apparently view the Mill Yard as an informal disposal area. It is therefore inaccurate to attribute all trash and debris in this area to the unhoused population.

The City will continue targeted cleanup and enforcement activities where appropriate, while recognizing that repeatedly cleaning private property and areas subject to recurring illegal dumping is resource-intensive and cannot substitute for a permanent solution to the IWM complex itself.

September 30 IWM Redevelopment Partnership. Importantly, September 30 was not solely an enforcement day. Immediately following the Police Department's operation, the City participated in an extensive approximately two-hour tour and assessment of the IWM complex with representatives of EPA Region 1, Maine DEP, the State of Maine Land Bank Authority, City Administration, environmental professionals, and private development interests.

This public-public and public-private partnership is an important part of identifying a long-term solution for a property whose scale and environmental complexity exceed the resources of the City alone. The purpose of the tour was to allow each participating organization to evaluate the

complex through the lens of its respective programs, expertise, regulatory responsibilities, redevelopment opportunities, and potential funding resources.

The inspection confirmed that the IWM is an extremely challenging environmental, structural, and public-safety problem and an attractive nuisance within the Downtown. It also helped dispel some of the information currently circulating about the property. Most importantly, the assessment demonstrated that **redevelopment remains an option, environmental remediation remains an option, and selective removal and reuse of portions of the complex remain options.** Complete demolition and removal of the entire complex may ultimately be considered, but it is also potentially the most difficult alternative to finance given the extraordinary scale and cost involved.

The City's strategy is therefore to continue assembling Federal, State, municipal, and private resources rather than assuming that one entity or one funding source can resolve the entire IWM complex.

Boiler House Demolition and Remediation – Moving Forward. The most tangible example of this strategy is the former IWM Boiler House. The City successfully obtained approximately **$5 million in Federal EPA funding** to demolish the former Boiler House, remediate environmental contamination, preserve the structural elements necessary to support Pioneer Avenue, including the retaining wall, and ultimately create additional parking and redevelopment space.

The project will also materially change the western edge of the Mill District by moving the most visible portion of the IWM blight farther away from the new development and businesses occurring along this portion of the Downtown.

TRC, the City's environmental consultant, is completing engineering and environmental work for the project. Environmental permitting has been obtained, geotechnical work associated with the Pioneer Avenue retaining wall has been completed, and State Historic Preservation authorization remains pending. The City anticipates issuing project bid documents in **November 2026**, with demolition and construction anticipated to begin in **April 2027**.

The Larger City Response. The recent activity at the IWM and Heritage Crossing is part of a much longer City effort involving Police, Fire/EMS, Public Works, General Assistance, Code Enforcement, Administration, housing and service providers, environmental consultants, and outside agencies. The City has undertaken repeated cleanup and enforcement activities, worked to secure dangerous properties, addressed encampments and impacts on public spaces, developed a coordinated response to the chronically unhoused population, pursued outside funding, and worked to create longer-term redevelopment and remediation solutions.

Sanford
MAINE

MEMO
From the Desk of
Steven R. Buck,
Sanford City Manager

Manager's Report

The City hears and recognizes the frustration of residents, businesses, property owners, and those who use Heritage Crossing and the Historic Mill District. The impacts occurring there are real and should not be minimized. At the same time, these problems involve homelessness, serious mental illness and substance use disorders, private property ownership, criminal conduct, environmental contamination, dangerous structures, redevelopment economics, and limitations within the behavioral-health and judicial systems. They cannot be resolved through a single enforcement action or by the City acting alone.

The City's approach will therefore continue on two parallel tracks: **firm and consistent enforcement of laws and ordinances protecting public spaces, private property, and public safety; and aggressive pursuit of the partnerships, funding, remediation, redevelopment, housing, treatment, and judicial resources necessary to address the underlying conditions that perpetuate the cycle.**

The September 30 enforcement operation, the continuing SPD response at the IWM and Heritage Crossing, the multi-agency redevelopment assessment of the Mill complex, and the advancement of the $5 million Boiler House project demonstrate that this work is actively moving forward. The challenge is substantial, but so too is the City's commitment to restoring safety, stability, and productive use to this important part of Sanford's Downtown.

Memo

Number: 26-336-01
To: City Council
From: Lorisa Ricketts, Executive Administrator
Date: 2026-10-20
Subject: Ordered, to approve the minutes from the Executive Session of the City Council held on October 6, 2026.

RECOMMENDATION

Ordered, to approve the minutes from the Executive Session of the City Council held on October 6, 2026.

Background Information:

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

Executive Session Minutes 10-6-26.pdf

Executive Session – Sanford City Council Meeting Minutes
Tuesday, October 6, 2026

This meeting was conducted in person in the City Manager's Conference Room, Suite 302, Sanford City Hall, and via Zoom pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure.

PRESENT: Mayor Becky A. Brink; Councilor Ayn M. Hanselmann; Councilor Jonathan L. Martell; Councilor Peter E. Tranchemontagne; City Manager Steve Buck; Assistant City Manager Michelle LaBree; Executive Administrator Lorisa Ricketts

Absent with notice: Councilor Nathan H. Hitchcock; Deputy Mayor Maura A. Herlihy; Councilor Charlene S. Plante;

Mayor Brink opened the meeting at 5:00 PM.

Old Business

26-11-01 Ordered, to enter into Executive Session to discuss real estate matters pursuant to 1 M.R.S.A.§ 405(6) (C).

Motion to enter into Executive Session by Councilor Hanselmann. Seconded by Councilor Tranchemontagne. The City Council voted 4-0 to enter into executive session at 5:04 PM.

Exited Executive Session at 5:12 PM.

26-315-01 Ordered, to enter into Executive Session to discuss personnel matters pursuant to M.R.S. Title 1, § 405 (6) (A).

Motion to enter into Executive Session by Tranchemontagne. Seconded by Councilor Martell. The City Council voted 4-0 to enter into executive session at 5:13 PM.

Exited Executive Session at 5:57 PM.

Adjourned meeting at 5:59 PM.

Respectfully submitted by Lorisa Ricketts, Executive Administrator for the City of Sanford.

Memo

Number: 26-337-01
To: City Council
From: Lorisa Ricketts, Executive Administrator
Date: 2026-10-20
Subject: Ordered, to approve the minutes from the emergency City Council Meeting held on October 13, 2026.

RECOMMENDATION
Ordered, to approve the minutes from the emergency City Council Meeting held on October 13, 2026.

Background Information:

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):
10-13-26 City Council Minutes.pdf

Sanford City Council
Emergency Meeting Minutes
Tuesday, October 13, 2026

The Sanford City Council met on Tuesday, October 13, 2026 in person in the City Council Chambers and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure.

MAYOR: Becky A. Brink; **DEPUTY MAYOR:** Maura A. Herlihy; **CITY COUNCILORS:** Councilor Ayn M. Hanselmann; Councilor Jonathan L. Martell; Councilor Peter E. Tranchemontagne; Councilor Nathan H. Hitchcock; Councilor Charlene S. Plante. **CITY STAFF:** City Manager Steve Buck; Assistant Manager Michelle LaBree; Executive Administrator Lorisa Ricketts; Assistant Director of Information Systems Ben Gore; Fire Chief Scott Susi; Police Chief Eric Small; Code Enforcement, Planning & Development Director Jamie Cole

Others Present in the City Council Chambers: John Henkelman; Alexander Clary; Meagan Crawford; Bruce Graybeard; Jim Deyermond; Diane Small – Sanford Housing Authority; Shawn Goodwin; Michael Perry

Others Present via Zoom: Parks and Recreation Director Brady Lloyd; Public Works Director Matt Hill; Christopher Heywood; Jon Fetherson – Maine Wire; Dianne Connolly; Donna Alger; J. Constantino; Shirley Spaulding; WGME

Meeting Format

Mayor Brink called the meeting to order at 6:00 PM.

This meeting was conducted in person and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure.

Pledge of Allegiance

Roll Call

Mayor Brink performed the roll call of Councilors present: Deputy Mayor Herlihy, present; Councilor Martell, present; Councilor Hanselmann, present; Councilor Tranchemontagne, present; Councilor Hitchcock, present; Councilor Plante, present.

New Business

26-333-01 Ordered, to consider extension or termination of a Declaration of Emergency pursuant to the Sanford City Code Chapter 27-6 (B) and the partial closure of Heritage Crossing.

Mayor Brink summarized some of the history of what has been happening with the International Woolen Mill property over the past few months.

Manager Buck presented a report to the City Council pursuant to Chapter 27-5 (C) of the Sanford Code of Ordinances on the actions taken subsequent to the Declaration of Emergency made on October 8. (See attached.) He requested renewal of the Declaration until the public safety hazards have been sufficiently addressed and the City Manager, with concurrence of the Police and Fire Chiefs, recommends removal of the barriers.

Deputy Mayor Herlihy moved to extend the Declaration until the public safety hazards have been sufficiently addressed and the City Manager, with concurrence of the Police and Fire Chiefs, recommends removal of the barriers. Councilor Tranchemontagne seconded.

The Council discussed whether it might be possible to have the National Guard help with monitoring the building 24/7. Manager Buck explained that having the National Guard here would require permission from the Governor.

Police Chief Small reported that today's operation was done with 18 officers, but that was really not enough; 25 would have been ideal to do it safely. The operation was done with the help of the Sheriff's Department, Old Orchard Beach Police and the State Police. Every time officers go in the International Woolen Mill, it is a life and safety risk. There were 12 individuals encamped there last week, only 6 this week including one in the pump house building. Chief Small commented that not all of them has substance use disorder; one of the people detained today was upset because they had to get to work. There are only 21 patrol officers in the Sanford Police Department. No foot chases through the building are allowed during routine operations. People are being treated fairly and given warnings, summons and arrests as appropriate. 13-15 people have

been offered assistance in the past year. Some of the individuals have as much as 26 bail conditions in place; many of the individuals are Sanford natives.

The tunnel area is a common entrance for other buildings owned by other people, so it cannot be blocked off. Police patrols in the area have been increased and are being documented.

Given the scale of the building, this is a long-term problem; the cost of having patrols down there frequently isn't financially feasible. The Council asked Chief Small how we convince people that this isn't a good place to be? Chief Small responded that it takes building relationships with these people. There is only one mental health provider on the PD staff right now and she is busy full time taking mental health calls for service. He has spent time in the past building relationships when he was Community Outreach Officer and it was effective. He thinks it might take having a trained professional on staff, which would take money – so that may be a conversation for budget time.

The possibility of working with a specialist or consultant was also discussed.

It was commented that it is important for the citizens to know what it would cost to have a surveillance team for this work – not just staff, but a vehicle, etc. It was also suggested that it might make sense for no trespassing signs to have details on why we don't want people to go in the building: falling debris, or danger to life, etc.

Manager Buck commented that he made an emergency declaration: a true public safety emergency exists with the structural assessment and the fire danger. It will take enormous resources even to demolish the building, so the City has been partnering with the State Land Bank. He wants to keep the perimeter as secure as possible to allow for the ongoing actions.

Bobette Gordy spoke and asked to have the extension be for longer than five days. Manager Buck explained that the requested extension is for as long as needed to address the problem. Ms. Gordy expressed her appreciation for the Police and their efforts.

Two letters that were submitted to the City Council ahead of the meeting were shared with them during the meeting. See attached.

Motion to extend the Declaration of Emergency until recommended passed 7-0.

Council Member Comments

Councilor Hitchcock: Commented that this item will come back to the City Council for a vote to terminate the State of Emergency.

Councilor Plante: None.

Mayor Brink: None.

Councilor Tranchemontagne: Asked for information on the cost of a police liaison to be discussed at the next meeting.

Councilor Hanselmann: None.

Councilor Martell: None.

Deputy Mayor Herlihy: None.

Adjournment

Meeting adjourned at 7:32 PM.

Respectfully submitted by Lorisa Ricketts, Executive Administrator for the City of Sanford.

Please note that these minutes are a summary of the proceedings, not a complete transcript of the meeting. Full recordings of meetings can be viewed on Town Hall Streams at the following link: https://townhallstreams.com/towns/sanfordme.

MEMO
From the Desk of
Steven R. Buck,
Sanford City Manager

Extension Request Declaration of Emergency

To: City Council

Subject: Extension of Declaration of Emergency – International Woolen Mill and Heritage Crossing

Date: October 13, 2026

Purpose and Requested Council Action

Pursuant to Chapter 27-6(B) of the Sanford Code of Ordinances, a Declaration of Emergency issued by the City Manager is limited to five days unless renewed by the City Council. I request renewal of the existing Declaration of Emergency and continued closure of Heritage Crossing between the crosswalk at the easterly end of the International Woolen Mill (IWM) Complex and the crosswalk at its westerly end, including the affected sidewalks. The Administration seeks continuation until the public safety hazards have been sufficiently addressed and the City Manager, with concurrence of the Police and Fire Chiefs, recommends removals of the barriers. Today's October 13, 2026 operations confirm that the underlying hazards of unauthorized persons remain unresolved and identify additional structural and fire hazards.

Background

The City Council declared the IWM abandoned on July 21, 2026. The extensive industrial complex remains without a responsive owner addressing its deterioration or repeated unauthorized occupancy. The City has expended substantial resources attempting to secure numerous entry points, yet forced entry continues. The Manager's emergency declaration, following consultation with the Mayor, established a geographically limited controlled perimeter. The closure protects life and property and enables safe emergency operations; it provides an improved means of enforcing criminal trespass laws, and it limits public entry around the property.

Continuing Unauthorized Occupancy

On October 13, 18 law enforcement officers from Sanford Police, Maine State Police, Old Orchard Beach Police and the York County Sheriff's Office, assisted by Sanford Fire, searched the Complex. Five individuals were found inside the Mill and one in the pump house. Three received criminal trespass summonses and were released; three were arrested and transported to the York County Jail based on criminal trespass together with violations of release conditions or outstanding warrants. This is a reduction from 12

individuals found in the September 29, 2026 operation, but confirms continuing unauthorized access. Criminal trespass enforcement alone cannot assure sustained exclusion because summonses and release are governed by State law.

New Structural and Fire Findings

The Fire Department's October 13 inspection documented multiple areas of roof collapse, deteriorated roof supports and beams, compromised flooring on multiple levels, extensive water intrusion, exterior cracking, and deterioration and spalling in a connecting tunnel. These conditions present substantial hazards to occupants and emergency personnel. The inspection also identified areas apparently used for habitation and a second-floor grilling area, indicating potential open-flame cooking, although no active fire was documented. The Fire Department recommends restricted access pending comprehensive evaluation by qualified structural engineers and appropriate building and code officials.

Potential for Catastrophic Fire and Public Exposure

Cold weather increases concern about warming fires and other ignition sources. Fire/EMS planning anticipates extensive regional mutual aid for a major fire, which could exceed even coordinated response capabilities. A fire or additional structural failure could threaten occupants, emergency responders, nearby properties and the Historic Mill District. Heritage Crossing immediately adjoins the hazard; uncontrolled public movement there increases exposure and complicates emergency staging and access. Fire personnel also observed individuals remaining nearby after the inspection, apparently waiting for crews to leave.

Why Five Days Is Insufficient

The City cannot reasonably resolve structural failures, recurring unauthorized entry, fire risks, lack of responsive ownership, and the need for professional assessment and securing measures within five days. These are existing, documented emergency conditions, not speculative future concerns. Reopening the road now would eliminate a portion of the protective perimeter without materially reducing the underlying risks.

Requested Scope and Review

The requested extension retains only the existing closure between the two crosswalks, including affected sidewalks, with controlled access for emergency responders, municipal personnel, utilities, contractors and other authorized activities. The City Manager and

public safety leadership will continue evaluating the necessity and extent of the restriction. Reopening should follow appropriate structural assessment, effective access controls, mitigation of fire and life-safety hazards, and concurrence of the Police and Fire Chiefs. The City Manager would then recommend termination of the emergency restriction to the Council and request the Declaration of Emergency be terminated.

Manager's Recommendation

I recommend that the City Council renew the Declaration of Emergency pursuant to Chapter 27-6(B) and authorize the continued geographically limited closure of Heritage Crossing until the City Manager, with the concurrence of the Police Chief and Fire Chief, recommends reopening based on sufficiently mitigated public safety hazards.

From: Pete Tranchemontagne <pete@unclepetesreleaf.com>
Sent: Tuesday, October 13, 2026 1:18 PM
To: Steven R. Buck <srbuck@sanfordmaine.org>
Cc: Michelle A. LaBree <malabree@sanfordmaine.org>; Becky A. Brink <babrink@sanfordmaine.org>; webclerk <webclerk@sanfordmaine.org>
Subject: For the October 13 Meeting Record - International Woolen Mill Security Requests

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*****EXTERNAL*****
This e-mail originated from outside of the City of Sanford E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe.

Dear City Manager Buck, Assistant City Manager LaBree, and Mayor Brink,

Please accept the letter included below for distribution before the October 13, 2026 emergency City Council meeting concerning the International Woolen Mill. I appreciate the work of city staff and our first responders in addressing this public safety concern.

The letter asks my fellow councilors to support action through the City Manager on two priorities: immediate police security to prevent unauthorized entry and fires until the mill is physically secured, and a lasting physical security plan with estimated costs and an implementation schedule. I also ask that the Council, through the appropriate agenda and meeting procedures, consider a motion directing the City Manager to provide a written report to the Council by October 20, 2026, as detailed in the letter.

Please distribute the letter to all councilors and appropriate staff, and retain the complete letter with the October 13 meeting materials. I respectfully request that the minutes note my submission and identify these two security requests.

Please confirm receipt and distribution in writing, and confirm where the letter will be retained in the meeting record. Please also advise whether Council consideration can occur under the emergency meeting's noticed business or requires placement on a separate agenda, and the steps needed to arrange that consideration.

Thank you for your assistance and for working together to protect our residents, first responders, and community.

Respectfully,

Pete Tranchemontagne
Sanford City Councilor

LETTER FOR THE OCTOBER 13 MEETING RECORD

October 12, 2026

City Manager Steve Buck
Honorable Mayor and Members of the Sanford City Council

Re: International Woolen Mill - October 13 Emergency Meeting

Dear City Manager Buck, Honorable Mayor, and Council Members:

I share our community's concern about public safety at the International Woolen Mill. I greatly appreciate city staff and all our first responders for supporting the emergency declaration, clearing the sidewalk, and restricting street access. These are important first steps.

My foremost concern is continued unauthorized entry and occupancy. The City's October 8 declaration documents repeated breaches of security and warns of warming fires as colder weather arrives. Fires used for warmth or cooking could ignite a much larger fire.

A fire could spread to connected buildings and threaten nearby homes. Hazardous materials at the site could expose occupants, first responders, and neighbors to harmful smoke. With the Mousam River and its channels running through the mill complex, contaminated firefighting runoff could also reach the river.

I respectfully ask the Mayor and my fellow councilors to support Council action directing the City Manager to develop and implement these plans through the appropriate departments, following the Charter, Code of Conduct, and required meeting procedures, whether under the emergency declaration or a separate agenda item:

Immediate security to prevent fire: A short-term police security plan, including stationed officers, to stop unauthorized entry and prevent people from starting fires inside the mill until it is physically secured, with staffing recommendations from the Police Chief.

Lasting physical security: A plan to physically secure the mill against unauthorized entry, with estimated costs, an implementation schedule, and inspections to address new breaches.

The Stenton Trust Mill fire is a reminder of the consequences. I believe temporary police security followed by lasting physical security would cost significantly less than fighting a major fire, repairing property damage, and cleaning up environmental contamination. Preventing injuries and loss of life is paramount.

I also ask that, through the appropriate agenda and meeting procedures, the Council consider a motion directing the City Manager to provide a written report to the Council by October 20, 2026. The report should address interim security measures, both requested plans, costs, implementation dates, and any further authorization needed. If either request is not recommended, the report should explain why and identify proposed alternatives.

I submit this request through the City Manager's office for distribution to the Mayor, all councilors, and appropriate staff before Council consideration. Please provide the complete letter to the City Clerk for retention with the October 13, 2026 emergency meeting materials, and request that the minutes identify my two security requests. Please confirm receipt and distribution in writing.

Respectfully,

Pete Tranchemontagne
Sanford City Councilor

DLIST LLC
Mill 72

72 Emery Street
Sanford, Maine

October 13, 2026

City Manager Steve Buck, Mayor Becky Brink, and Members of the Sanford City Council

Re: Fire Risk and Public Safety Related to the International Woolen Mill

Dear City Manager Buck, Mayor Brink, and Councilors:

As operating owner of DList LLC, owner of 72 Emery Street, and director of Mill 72, I submit this letter and two videos for the October 13, 2026 emergency meeting. I appreciate the work of City staff, Sanford Police, and our first responders.

My principal concern is a preventable major fire at the International Woolen Mill. Continued entry, occupancy, and warming fires create an urgent ignition risk. We believe the sprinkler system remains unrepaired and the building contains hazardous materials. Fire Department planning documented broken sprinklers and shut-off water service in February 2024. [1] Please confirm current fire protection, water supply, and hazardous-material conditions.

The City's October 8, 2026 declaration warns of structural collapse, airborne contamination, and a fire potentially overwhelming even a regional response. [2] Fire could spread to physically connected mill buildings. Hazardous smoke, chemical dust, and ash could travel through neighborhoods by wind; contaminated runoff and debris could enter the Mousam River. Even without burning, Mill 72 could become unsafe to occupy until contamination was assessed and cleaned up.

Fire has already occurred here. The City Manager's report identifies the October 27, 2025 incident as intentional and describes two separate fires found during that response. [3] The 2017 Stenton Trust Mill fire and subsequent cleanup also demonstrate the consequences of a major mill fire. [4]

I request continuous police security until the mill is physically secured against unauthorized entry, following lawful clearance and preserving emergency access. Inspections and maintenance should prevent renewed access. We believe securing the mill would cost far less than dealing with a major fire, damage to adjoining properties, and environmental cleanup. The potential loss of life makes prevention urgent.

The declaration already authorizes protective operations. I ask the City Manager to implement available measures promptly with Police and Fire leadership, and the Council to provide any necessary renewal, direction, funding, or additional authorization. Please keep the Mayor informed and follow applicable agenda procedures.

Please provide a written response with immediate measures, responsible departments, and a timetable. If these measures are declined or delayed, please explain why and identify alternative protections. These foreseeable risks require a documented response.

This is a community safety issue. Residents, workers, customers, and first responders deserve protection from violence and preventable fires, regardless of any property's City revenue.

[1] Sanford Public Safety Subcommittee packet, February 13, 2024, pp. 10-13.
[2] Emergency declaration dated October 8, 2026, Council packet pp. 3-5.
[3] City Manager report, November 18, 2025 Council packet, p. 13; incident 25-97466.
[4] Sanford Sewerage District, Stenton Mill redevelopment request for proposals, 2024.

The following conditions explain the urgency. In operating Mill 72, we have observed or dealt with:

- Warming fires inside the International Woolen Mill visible from outside, and objects thrown from its third- and fourth-floor windows onto the street.
- Drug sales out of the International Woolen Mill and directly in front of it. Drug use and needles inside the building.
- People brandishing or swinging weapons, including in our parking lot, and people walking unclothed and exposing themselves to others in the area.
- Attempts to break into tenants' cars, harassment of tenants and their customers in our parking lot, and damage to their property.
- Entire sidewalks blocked by up to a dozen people camping at a time.
- An overdose inside a business in our building that is open to the public, where a person was on the floor and required an ambulance response.
- Unauthorized camping on our land and in vehicles, piles of discarded needles left at encampments, and people defecating in our parking lot.
- Repeated trespassing, threats when people are told to leave, and frequent police assistance. We have hired nighttime security to protect our building and property.
- People removing valuable metals from the International Woolen Mill and loading them into cars.

We believe there have been other deliberately set fires at this mill, including one that received little public attention, and that a person responsible for a past fire has returned to the area. Please verify this history with law enforcement.

Customers no longer feel comfortable coming here. Tenants want to leave when their leases end, and prospective tenants are afraid to move in. They also fear losing the ability to operate after a neighboring fire.

The financial harm is substantial. We estimate that Mill 72 generates over $100,000 annually for the City through property taxes and City business licensing fees collected at the building. We have over $100,000 in security-related expenses, excluding lost revenue, and pay over $80,000 annually for insurance. Those expenses cannot control hazards on neighboring property.

Exhibit 1 shows a woman confronting a passing vehicle with an apparent bladed weapon (35 seconds, including repeated playback). Exhibit 2 is a continuous 68-second excerpt dated September 28, 2023, showing the incident I describe as gunfire, a confrontation, and a subsequent stabbing. Both were provided to police; I have cooperated with their investigations. Cropped viewing copies: links and QR codes on page 3.

Please retain this complete letter and copies of both video files with the official October 13 meeting record under item 26-333-01, and distribute them to every councilor and appropriate staff. I request that the minutes identify my submission and my requests for continuous police security and lasting physical security. Please confirm receipt, distribution, and where the complete submission will be retained.

Respectfully,

Isaac Ellowitz
Operating Owner, DList LLC
Director, Mill 72 (72 Emery Street)

Memo

Number: 26-340-01
To: City Council
From: Lorisa Ricketts, Executive Administrator
Date: 2026-10-20
Subject: A Public Hearing on proposed amendments to the City of Sanford General Assistance Ordinance in line with recommendations from Maine Department of Health and Human Services.

RECOMMENDATION

Public Hearing on proposed amendments to the City of Sanford General Assistance Ordinance in line with recommendations from Maine Department of Health and Human Services.

Background Information:

Additional background information is attached to the related item under New Business.These are annual adjustments recommended by the Department of Health and Human Services as derived by an analysis performed by the Maine Municipal Association. The adjustment will coincide with significant increases in local housing costs.

See attached document.

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

GA Public hearing notice.pdf

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Sanford City Council will hold a public hearing at 6:00 PM on Tuesday, October 20, 2026 in person at City Hall Council Chambers, 919 Main Street, Third Floor, Sanford, Maine and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure. The purpose of this public hearing is to receive public comments on proposed changes to the City of Sanford General Assistance Ordinance. Further information on the proposed changes may be obtained through the Sanford City Office prior to the public hearing. Written comments and questions should be directed to Vicki Martin, General Assistance Director, and will be accepted until 5:30 pm on October 19, 2026 at the General Assistance Office in Sanford City Hall, 919 Main Street, Sanford.

The proposed amendments can be viewed by visiting the City of Sanford website at www.sanfordmaine.org and clicking on Public Notices.

Instructions for joining the meeting by in-person and remote methods are posted on the City's website on the Meetings calendar. The meeting will be broadcast on cable channel 26 and archived at https://townhallstreams.com/towns/sanfordme .

Memo

Number: 26-304-01
To: City Council
From: Michelle LaBree, Assistant City Manager
Date: 2026-10-20
Subject: This is a hearing to determine whether 27 Kilby Street identified as Tax Map M29 Lot 53 and further described in a deed recorded in the York County Registry of Deeds at Book 18105 Page 874 and Mortgage recorded at Book 19991, Page 437, is a dangerous building or a nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and to determine what, if any, remedy is appropriate.

RECOMMENDATION

Based on the testimony and other evidence presented at the hearing, pursuant to 17 M.R.S.A. §§ 2851-2859 regarding 27 Kilby Street, what does the City Council find are the facts and what does the City Council adjudge? (Suggested- MOTION TO FIND PROPERTY DANGEROUS OR NO)

Make findings of fact regarding the evidence presented at the hearing, and, if so, necessary adjudge whether the property is dangerous or a nuisance. Pursuant to 17 M.R.S.A. § 2851.2-A: "To adjudge a building to be a nuisance or dangerous, the municipal officers must find that the building is structurally unsafe, unstable or unsanitary; constitutes a fire hazard; is unsuitable or improper for the use or occupancy to which it is put; constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; or is otherwise dangerous to life or property."

Background Information:

This is a dangerous building or public nuisance hearing. City Administration will present evidence and testify as to how this building or property is dangerous or a public nuisance. This hearing is an opportunity for the owner or a party in interest to present evidence as to why the property is not a dangerous building or nuisance and to oppose any corrective action ordered by the City Council. This is not a public hearing, however; if the City Council finds that the property is a dangerous building or nuisance, it may order the nuisance to be immediately abated and the appropriate corrective action taken, including, but not limited to, removal and disposal of the building or property and securing of the property. If the nuisance is not abated and the ordered corrective action is not taken by the deadlines established by the City Council's order, and no appeal is taken, the City may abate the nuisance by taking the appropriate corrective action at the City's expense. The city may then recover all of its expenses, including reasonable attorney's fees and costs, by means of a special tax or civil action.

Legal Review Status:

N/A

Administrative or Department Review:

Per recommendation of the Land Bank Authority at the August 12th Sub Committee Meeting, we were advised to proceed with the Dangerous Building or public nuisance process on 27 Kilby Street. The hearing has been advertised in the Sanford/Springvale News, posted to the City's website and notice sent to the property owner of the property and mortgage company.

Financial Impact or Review:

ATTACHMENT(S):

27 Kilby Council Hearing Documents.pdf
Draft Findings and Order - 27 Kilby Street.pdf

CITY OF SANFORD CITY COUNCIL MEETING

OCTOBER 20, 2026

DANGEROUS BUILDING HEARING

27 KILBY STREET

SANFORD LAND BANK AUTHORITY

EXHIBITS

This is a hearing to determine whether:

27 KILBY STREET,
MAP M29, LOT 53
BOOK 18105, PAGE 874

is a dangerous building or a nuisance within the meaning of 17 M.R.S.A § 2851-2859, and to determine what, if any, remedy is appropriate.

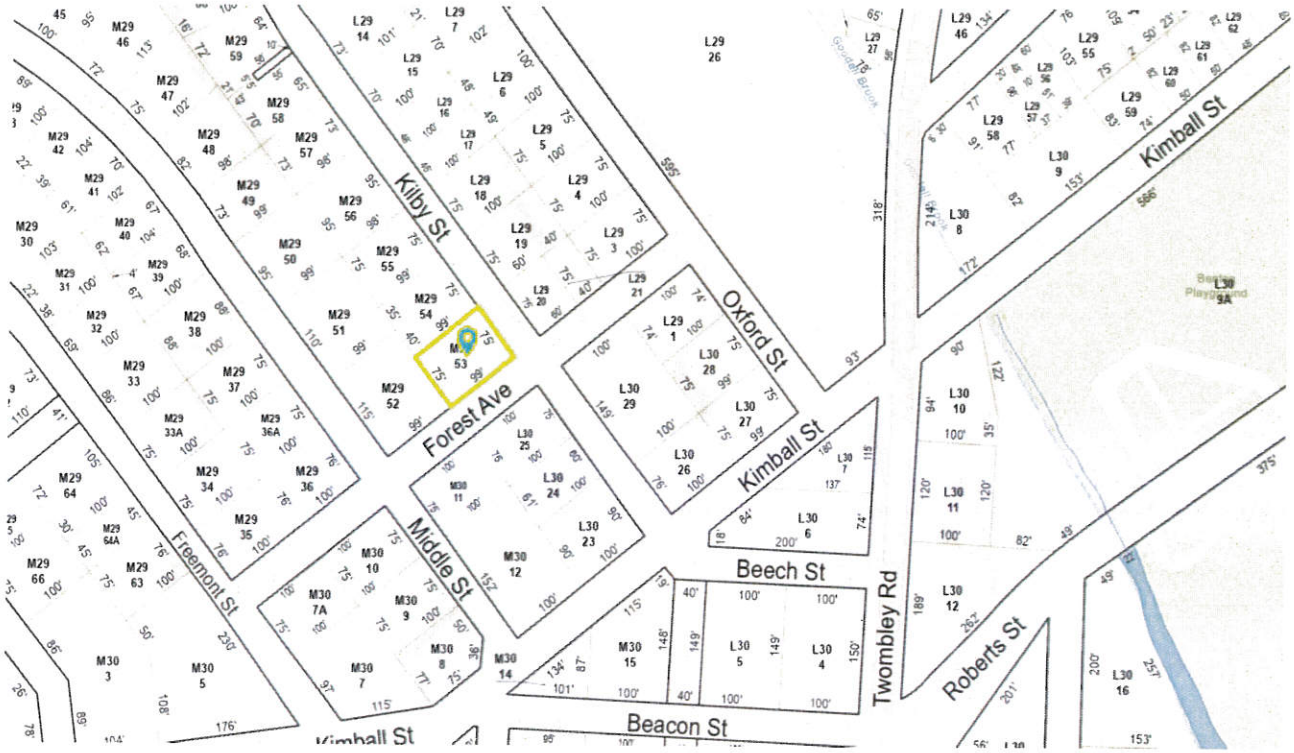
HOW IS THE BUILDING OR PROPERTY DANGEROUS OR A NUISANCE BY REASONS OF SURROUNDING CIRCUMSTANCE, USE OR ACTION?

1. Is the building or property dangerous or nuisance to life or property, surrounding or otherwise?

2. Is the building or property dangerous or nuisance because it is a fire hazard, structurally unstable, unsanitary, and unsuitable to how it is used or occupied?

3. Is the building or property dangerous or nuisance because of inadequate maintenance, dilapidation, obsolescence, or abandonment?

27 Kilby Street



OWNERSHIP DOCUMENTS

Property Location 27 KILBY ST
Vision ID 5670 Account # Map ID 0M29/ 0053/ 0000/ / Bldg # 1 Bldg Name Sec # 1 of 1 Card # 1 of 2 State Use 1090
Print Date 8/27/2026 9:28:51 AM

CURRENT OWNER

ROUSE XAVIER

27 KILBY ST

SANFORD ME 04073

TOPO	UTILITIES	STRT / ROAD	LOCATION

SUPPLEMENTAL DATA

Alt Prcl ID	APARTME APT-2
Note 1	TIF OAV
Note 2	TIF
Note 3	TAX SHEE 27
Note 4	MVR EX C
Note 5	
GIS ID 5670	Assoc Pid#

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
RESIDNTL	1090	268,000	268,000
RES LAND	1090	34,500	34,500
	Total	302,500	302,500

4524

SANFORD, ME

VISION

RECORD OF OWNERSHIP

RECORD OF OWNERSHIP	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
ROUSE XAVIER	18015	0874	08-09-2019	Q	I	198,000	W
HERLIHY PAUL T	14069	0772	05-04-2004	Q	I	199,900	W
HARDY SHERMAN A SR	05420	0076	06-08-1990	U	I	0	W

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
2026	1090	268,000	2025	1090	268,000	2024	1090	268,000
	1090	34,500		1090	34,500		1090	34,500
Total		302,500	Total		302,500	Total		302,500

EXEMPTIONS

Year	Code	Description	Amount
2021	10	HOMESTD	21250.00
		Total	21,250.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0001				

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	268,000
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	34,500
Total Appraised Parcel Value	302,500
Valuation Method	C
Assessed Value	302,500
Total Exemptions Applied:	21,250
Total Assessment with Exemptions	281,250

NOTES

BUILDING PERMIT RECORD

Issue Date	Type	% Comp	Comments	Permit Id
05-04-2021	RE	100	INSTALL PORCH RAILING 36"" HIGH TO PORCH, CONSTRUCT TEMPORARY GARA	20210226
05-04-2021	RE	100	INSTALL PORCH RAILING 36"" HIGH TO PORCH, CONSTRUCT TEMPORARY GARA	20210226

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpost/Result

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Land Units		Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment		Adj Unit P	Land Value
1	1090	MULTI HSES M	RDO		7,500	SF	4.60	1.00000	5	1.00		1.000			1.0000	4.6	34,500
				Total Card Land Units	0.17	AC										Total Land Value	34,500

Property Location 27 KILBY ST
Vision ID 5670 Account #

Map ID 0M29/ 0053/ 0000/ /
Bldg # 1

Bldg Name
Sec # 1 of 1

Card # 1 of 2

State Use 1090
Print Date

CONSTRUCTION DETAIL

Element	Cd	Description
Style:	09	FAMILY FLAT
Model	01	Residential
Grade:	C	Average
Stories:	2	2 Stories
Occupancy	2	
Exterior Wall 1	25	Vinyl Siding
Exterior Wall 2		
Roof Structure:	03	Gable/Hip
Roof Cover	03	Asph/F Gls/Cmp
Interior Wall 1	05	Drywall/Sheet
Interior Wall 2		
Interior Flr 1	14	Carpet
Interior Flr 2		
Heat Fuel	02	Oil
Heat Type:	05	Hot Water
AC Type:	01	None
Total Bedrooms	04	4 Bedrooms
Total Bthrms:	2	
Total Half Baths	0	
Total Xtra Fixtrs		
Total Rooms:		
Bath Style:		
Kitchen Style:		

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

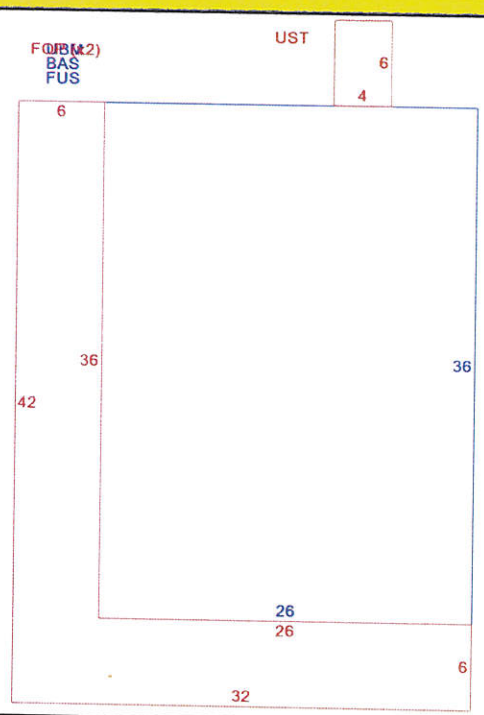
CONDO DATA

Parcel Id		C		Owne	
		B		S	

Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

COST / MARKET VALUATION

Building Value New	292,682
Year Built	1945
Effective Year Built	1984
Depreciation Code	A
Remodel Rating	
Year Remodeled	
Depreciation %	36
Functional Obsol	
External Obsol	
Trend Factor	1
Condition	
Condition %	
Percent Good	64
RCNLD	187,300
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	936	936	936	131.13	122,738
FOP	Porch, Open	0	816	163	26.19	21,374
FUS	Upper Story, Finished	936	936	936	131.13	122,738
UBM	Basement, Unfinished	0	936	187	26.20	24,521
UST	Utility, Storage, Unfinished	0	24	10	54.64	1,311
	Ttl Gross Liv / Lease Area	1,872	3,648	2,232		292,682



Property Location 27 KILBY ST
Vision ID 5670 Account # Map ID 0M29/ 0053/ 0000/ / Bldg # 2
Bldg Name Sec # 1 of 1 Card # 2 of 2
State Use 1090
Print Date 8/27/2026 9:28:51 AM

CURRENT OWNER

ROUSE XAVIER

27 KILBY ST

SANFORD ME 04073

TOPO	UTILITIES	STRT / ROAD	LOCATION

SUPPLEMENTAL DATA

Alt Prcl ID	
Note 1	
Note 2	
Note 3	
Note 4	
Note 5	
GIS ID 5670	
	APARTME APT-2
	TIF OAV
	TIF
	TAX SHEE 27
	MVR EX C
	Assoc Pid#

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
RESIDNTL	1090	268,000	268,000
RES LAND	1090	34,500	34,500
Total		302,500	302,500

4524

SANFORD, ME

VISION

RECORD OF OWNERSHIP

RECORD OF OWNERSHIP	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
ROUSE XAVIER	18015	0874	08-09-2019	Q	I	198,000	W
HERLIHY PAUL T	14069	0772	05-04-2004	Q	I	199,900	W
HARDY SHERMAN A SR	05420	0076	06-08-1990	U	I	0	W

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
2026	1090	268,000	2025	1090	268,000	2024	1090	268,000
	1090	34,500		1090	34,500		1090	34,500
Total		302,500	Total		302,500	Total		302,500

EXEMPTIONS

Year	Code	Description	Amount
2021	10	HOMESTD	21250.00
		Total	21,250.00

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm Int

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0001				

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	268,000
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	34,500
Total Appraised Parcel Value	302,500
Valuation Method	C
Assessed Value	302,500
Total Exemptions Applied:	21,250
Total Assessment with Exemptions	281,250

NOTES

BUILDING PERMIT RECORD

Issue Date	Type	% Comp	Comments	Permit Id

VISIT / CHANGE HISTORY

Date	Id	Type	Is	Cd	Purpost/Result

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Land Units		Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment		Adj Unit P	Land Value
2	1090	MULTI HSES M	RDO		1	SF	0.01	1.00000	0	1.00		1.000		SLS	0.0000	0.01	0
		Total Card Land Units			0.00	AC										Total Land Value	0

Property Location 27 KILBY ST
Vision ID 5670 Account #
Map ID 0M29/ 0053/ 0000/ /
Bldg # 2
Bldg Name
Sec # 1 of 1
Card # 2 of 2
State Use 1090
Print Date

CONSTRUCTION DETAIL

Element	Cd	Description
Style:	06	CONVENTIONAL
Model	01	Residential
Grade:	C-	Average -
Stories:	1	1 Story
Occupancy	1	
Exterior Wall 1	11	Clapboard
Exterior Wall 2		
Roof Structure:	03	Gable/Hip
Roof Cover	03	Asph/F Gls/Cmp
Interior Wall 1	05	Drywall/Sheet
Interior Wall 2		
Interior Flr 1	14	Carpet
Interior Flr 2	09	Pine/Soft Wood
Heat Fuel	02	Oil
Heat Type:	02	Floor Furnace
AC Type:	01	None
Total Bedrooms	01	1 Bedroom
Total Bthrms:	1	
Total Half Baths	0	
Total Xtra Fixtrs		
Total Rooms:		
Bath Style:		
Kitchen Style:		

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

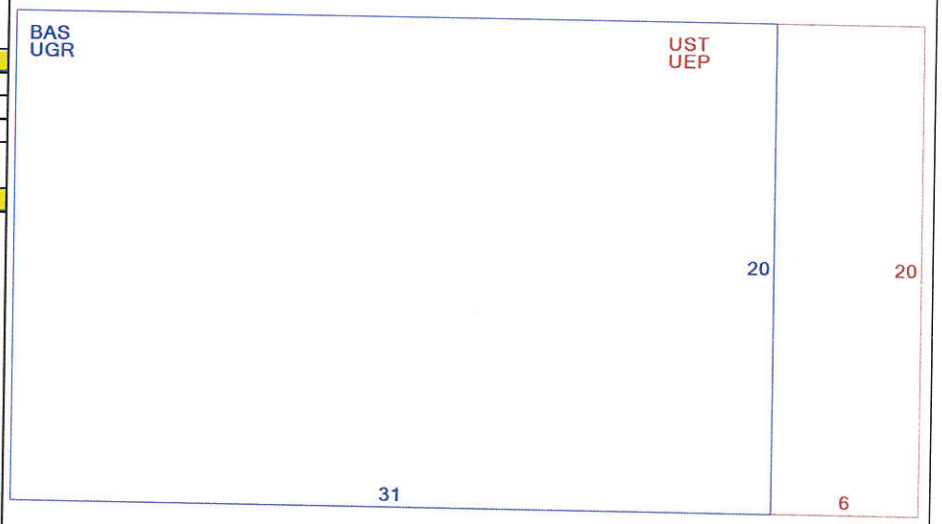
CONDO DATA

Parcel Id		C		Owne	
		B		S	

Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

COST / MARKET VALUATION

Building Value New	168,023
Year Built	1953
Effective Year Built	1978
Depreciation Code	F
Remodel Rating	
Year Remodeled	
Depreciation %	42
Functional Obsol	10
External Obsol	
Trend Factor	1
Condition	
Condition %	
Percent Good	48
RCNLD	80,700
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	620	620	620	190.29	117,978
UEP	Porch, Enclosed, Unfinished	0	120	60	95.14	11,417
UGR	Garage, Basement	0	620	155	47.57	29,494
UST	Utility, Storage, Unfinished	0	120	48	76.11	9,134
	Ttl Gross Liv / Lease Area	620	1,480	883		168,023



NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED **Bk 18015 PG 874**
Instr # 2019031864
08/09/2019 01:47:25 PM
Pages 1 YORK CO

WARRANTY DEED

Maine R.E. Transfer Tax Paid

KNOW ALL MEN BY THESE PRESENT: That Paul T. Herlihy of P.O. Box 458, Beverly, MA 01915-0008, for consideration paid grants to Xavier Rouse, 21 Montreal Street, Sanford, ME 04073, with WARRANTY COVENANTS:

A certain tract or parcel of land, with the buildings thereon, situated on the westerly side of Kilby Street, in Sanford, County of York, and State of Maine, on the corner of Kilby Street and a street called Forest Avenue, said lot being Lot No. 69 on Plan of Tebbetts Park, surveyed by George O. Hawes in 1908 and recorded in the York County Registry of Deeds, Plan Book 6, Page 46, said lot being 75 feet on Kilby Street and 100 feet on Forest Avenue.

Subject to the following restrictions, viz:

That said Grantee, his heirs and assigns, shall never erect or permit to be erected on the granted premises any buildings or parts thereof, which shall be used or occupied for any other purpose than for a single private dwelling house and private stables and buildings usually appurtenant to the building or buildings which shall be erected on the land hereby conveyed or nearer to any street, avenue or park than 20 feet, except with the written consent of Charles F. Tebbetts, his heirs and assigns.

These premises were conveyed to Grantor, Paul T. Herlihy, by virtue of a deed from Sherman A. Hardy, Sr. dated 04/30/2004 and recorded at the York County Registry of Deeds in Book 14069, Page 772.

Executed this 31st day of July, 2019.

Paul T. Herlihy

State of ~~Maine~~ New Hampshire
County of ~~York~~ Rockingham

Then personally appeared before me on this 31st day of July, 2019, the said Paul T. Herlihy and acknowledged the foregoing to be his voluntary act and deed.

HOPE RENNIE NOTARY PUBLIC STATE OF NEW HAMPSHIRE - MY COMMISSION EXPIRES FEBRUARY 21, 2023 - COMMISSIONER OF DEEDS

Notary Public/Justice of the Peace
Commission expiration: 2/21/23

NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED **Bk 18015 PG 875**
Instr # 2019031865
08/09/2019 01:47:25 PM
Pages 15 YORK CO

When recorded, return to:
JG Wentworth Home Lending, LLC
Attn: Final Document Department
3350 Commission Court
Woodbridge, VA 22192

Title Order No.: 2019-56242
Escrow No.: 2019-56242
LOAN #: 582642

[Space Above This Line For Recording Data]

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT
Words used in multiple sections of this document are defined below. Other words are defined in Sections 3, 5, 8, 10, 11, 13, 18, 20 and 21. Certain rules about the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated **August 5, 2019.** The term "Security Instrument" includes any Riders recorded with the Security Instrument.
(B) "Borrower" means **XAVIER ROUSE, A SINGLE MAN,**

who sometimes will be called "Borrower" and sometimes simply "I" or "me." "Borrower" is granting a mortgage under this Security Instrument. "Borrower" is not necessarily the same as the Person or Persons who signed the Note. The obligations of Borrowers who did not sign the Note are explained further in Section 13.
(C) "Lender" means **JG Wentworth Home Lending, LLC.**

Lender is a corporation or association which exists under the laws of **Virginia.**
Lender's address is **3350 Commission Court, Woodbridge, VA 22192.**

Except as provided in Sections 13 and 20, the term "Lender" may include any Person who takes ownership of the Note and this Security Instrument.
(D) "Note" means the note signed by **Xavier Rouse**

and dated **August 5, 2019.** The Note shows that its signer or signers owe Lender **ONE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED FIFTY AND NO/100*** ********** ********** Dollars (U.S. **$183,350.00**) plus interest and promise to pay this debt in Periodic Payments and to pay the debt in full by **August 1, 2049.**
(E) "Property" means the property that is described below in the section titled "Description of the Property" or any portion of the Property.
(F) "Sums Secured" means the unpaid balance of amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED Bk 19991 PG 437
Instr # 2026034801
09/10/2026 03:12:05 PM
Pages 1 YORK CO

Recording Requested By: Freedom Mortgage Corporation

When Recorded Return To:

Michele Young IN, Freedom Mortgage Corporation, 20 Lake Center Drive, Marlton, NJ 08053

CORPORATE ASSIGNMENT OF MORTGAGE

York, Maine
Freedom Mortgage Corporation#: 0109767178, "ROUSE,"

Date of Assignment: September 10th, 2026
Assignor: JG Wentworth Home Lending, LLC at 3350 Commission Court, Woodbridge, VA 22192
Assignee: JPMorgan Chase Bank, N.A., at 780 Kansas Lane, Suite B., Monroe, LA 71203

Executed By: XAVIER ROUSE, A SINGLE MAN To: JG WENTWORTH HOME LENDING,LLC.
Dated: 08-05-2019 and Recorded: 08-09-2019 as Instrument No.: 2019031865 Book/Reel/Liber: 18015 Page/Folio: 875 In the County of York, State of Maine.

Property Address: 27 KILBY STREET, SANFORD, ME 04073

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $183,350.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

JG Wentworth Home Lending, LLC
On September 10th, 2026

By:_____
Alexandria N. Azevedo, Authorized Signatory

STATE OF New Jersey
COUNTY OF Burlington

On September 10th, 2026, before me, Jennifer Ponden, a Notary Public in and for Burlington in the State of New Jersey, personally appeared Alexandria N. Azevedo, Authorized Signatory of JG Wentworth Home Lending, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Jennifer Ponden
Notary Expires: 9/6/2027 #50202771

JENNIFER PONDEN
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50202771
MY COMMISSION EXPIRES SEPT. 06, 2027

'9/10/2026 12:01:09 PM*136320490*136320491*565*MESTATE_MORT_ASSIGN_ASSN

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ 1-4 Family Rider
☐ Biweekly Payment Rider	☐ V.A. Rider	
☐ Other(s) [specify]		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any monies or other thing of value paid by any third party, other than insurance proceeds paid under the coverages described in Section 5, for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property (see Section 11 for an explanation of "Condemnation"); (iii) conveyance in lieu of Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of the Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. When this Security Instrument refers to a requirement or restriction under "RESPA," Lender intends to abide by that requirement or restriction, even if it is not technically applicable to the Loan.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
(R) "Ground Rents" means amounts I owe if I rented the real property under the buildings covered by this Security Instrument. Such an arrangement usually takes the form of a long-term "ground lease."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender, with mortgage covenants, subject to the terms of this Security Instrument, to have and to hold all of the Property to Lender, and to its successors and assigns, forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to Lenders who hold mortgages on real property. Those rights that Applicable Law gives to Lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Lender these rights to protect Lender from possible losses that might result if:

(A) Some or all of the Loan is not paid when due;
(B) I fail to pay, with interest, any amounts that Lender spends under Section 9 of this Security Instrument to protect the value of the Property and Lender's rights in the Property; or
(C) I fail to keep any of my other promises and agreements under this Security Instrument.

These amounts are the "Sums Secured."

DESCRIPTION OF THE PROPERTY

I grant and mortgage to Lender the Property described in (A) through (G) below:

(A) The Property which is located at **27 Kilby Street, Sanford,**
[Street][City]
Maine **04073** ("Property Address").
[Zip Code]
This Property is in **York** County. It has the following legal description:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains promises and agreements that vary, to a limited extent, in different parts of the country. My promises and other agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay. If I signed the Note, I will pay to Lender when due principal and interest due under the Note and any prepayment charges and late charges due under the Note. Regardless of whether I signed the Note, I will pay funds for Escrow Items as described in Section 3. I will make all payments in U.S. currency. If any Borrower makes any Loan payment to Lender with a check or other instrument that is returned for any reason (i.e., the check bounces), except when prohibited by Applicable Law, the Lender may require that any subsequent payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check (all of which must be drawn on an institution whose deposits are insured by a federal agency, instrumentality, or entity); or (d) Electronic Funds Transfer. Lender may reasonably specify which payment form is required.

Payments are only considered received when they reach the Lender's address specified in the Note, or a different address specified by Lender under Section 15 of this Security Instrument. Lender may return any payments or partial payments if the payments are insufficient to bring the Loan current. Lender may accept any payments or partial payments insufficient to bring the Loan current, but doing so will not affect Lender's rights under this Security Instrument, and Lender may still refuse such late, partial payments in the future.

I agree that no claim or legal right I may have against the Lender will excuse my obligation to make timely payments under the Loan or to keep my other promises in this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender will be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts payable under Section 3. Such payments will be applied to each Periodic Payment in the order in which it became due. Any remaining amounts will be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from me for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent Periodic Payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from me to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary extra payments must be applied first to any charges for making voluntary extra payments and then as described in the Note.

If voluntary extra payments I may make or the crediting of insurance proceeds or Miscellaneous Proceeds to the Note are enough to pay principal ahead of schedule, I must still make my regularly scheduled Periodic Payments under the Note, when scheduled, without any delay or reduction of amount.

3. Monthly Payments for Taxes and Insurance.

(a) Borrower's Obligations. I will pay to Lender all amounts necessary to pay for taxes, assessments, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a loss reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward the payment of the following items, which are called "Escrow Items:"

(1) The taxes, assessments and other items which under the Applicable Law may be or become superior to this Security Instrument as a lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien;"

(2) The leasehold payment or Ground Rents on the Property (if any);
(3) The premium for insurance covering the Property required under Section 5;
(4) The premium for Mortgage Insurance (if any);
(5) The amount I may be required to pay Lender under Section 10 below instead of the payment of the premium for Mortgage Insurance (if any); and
(6) If Lender requires, Community Association Dues, Fees, and Assessments.

After signing of the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment that I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

I will promptly send Lender a copy of all notices of amounts to be paid under this Section. I must pay Lender for Escrow Items as part of my regular Periodic Payments, unless Lender excuses this requirement in writing. If Lender excuses me in writing, I will pay all Escrow Items covered by the excuse, directly and on time. I will provide receipts proving my direct payments of Escrow Items on request and in the time period Lender requires. If Lender excuses me from paying Escrow Items to Lender and if I fail to pay any amount due for an Escrow Item directly, Lender may pay such amount under Section 9, and I will be obligated to repay Lender, plus interest at the Note rate. Lender may revoke the excuse regarding any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, I will pay to Lender all Funds (defined below), and in such amounts, that are then required under this Section 3.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called the "Funds." The Funds are pledged as additional security for all Sums Secured.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA, but (2) not to exceed the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

(b) Lender's Obligation. Lender will keep the Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction in the manner required by RESPA.

Lender may not charge me for holding or keeping the Funds, or for using the Funds to pay Escrow Items, or for making a yearly analysis of my payment of Funds or for receiving, verifying and totaling assessments and bills. Maine law requires payment of, and Lender agrees to pay me, interest on the Funds in the manner and amount set forth in Maine law.

(c) Adjustments to the Funds. If there is a surplus of Funds held in escrow, as defined under RESPA, Lender will report to me regarding the excess funds in accordance with RESPA. If there is a shortage or deficiency of Funds held in escrow, as defined under RESPA, Lender will notify me as required by RESPA and I will pay to Lender the amount necessary to make up the shortage or deficiency as required by RESPA, but in no more than 12 monthly payments.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments and Claims. I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be or become superior to this Security Instrument. If I am a tenant under a ground lease on the Property, I will also pay Ground Rents or payments due under my ground lease. I will also pay any Community Association Dues, Fees, and Assessments. I will do this either by making the payments to Lender that are described in Section 3 above or, if I am not required to make payments to Lender under Section 3, by making the payments on time to the Person owed them. In this Security Instrument, the word "Person" means any natural person, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be or become superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation (but I must fully perform my agreement or this exception does not apply); (b) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced (but this exception ends when the lawsuit ends); or (c) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance; Use of Insurance Proceeds. I will obtain hazard or property insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by: (a) fire; (b) hazards normally covered by "extended coverage" hazard insurance policies; and (c) other hazards for which Lender requires coverage, including floods and earthquakes. The insurance must be in the amounts (including deductibles) and for the periods of time required by Lender. Lender's requirements can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain any of the

insurance coverages described above, Lender may obtain insurance coverage at its option and charge me in accordance with Section 9 below.

Lender is under no obligation to purchase any particular type or amount of coverage. Lender's coverage will protect Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the Lender's insurance coverage might significantly exceed the cost of insurance that I could have obtained. Any amounts paid by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with interest, upon notice from Lender to me requesting payment.

Lender may require me to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. I will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from my objection.

All of the insurance policies required by Lender and renewals of those policies: (a) are subject to Lender's right to disapprove; (b) must include what is known as a "standard mortgage clause" to protect Lender; and (c) must name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewal certificates must be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts for paid premiums and renewal notices that I receive.

If I obtain additional insurance for damage to or destruction of the Property not required by Lender, I will ensure that it contains a standard mortgage clause and names Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by any insurance company with regard to the Property is called "Proceeds." The Proceeds will be used to repair or to restore the damaged Property whether or not the underlying insurance was required by Lender unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Proceeds will be used to pay the Sums Secured. If any of the Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Proceeds will be paid to me. Such insurance proceeds will be applied in the order provided for in Section 2.

During the repair and restoration period, Lender will have the right to hold insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may disburse Proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender will not be required to pay me any interest or earnings on Proceeds. Fees for public adjusters, or other third parties I retain, will not be paid out of the insurance proceeds and will be my sole obligation.

If I abandon the Property, or if I do not answer, within 30 days a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle any insurance claim. The 30-day period will begin when the notice is given.

If I abandon the Property, do not answer the notice, or if Lender acquires the Property under Section 22 below or otherwise, all of my rights in all insurance policies covering the Property will belong to Lender, other than the right to any refund of unearned premiums I have paid. Lender may use the insurance proceeds either to repair or restore the Property or to pay the Sums Secured, whether or not then due. However, Lender's rights in those Proceeds will not be greater than the Sums Secured.

6. Occupancy. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. Borrower's Obligation to Maintain and Protect the Property; Inspections. I will keep the Property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate or diminish in value due to its condition whether or not I am residing in the Property. In addition, I will promptly repair the Property, if damaged, to avoid further deterioration or damage unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, I will be responsible for repairing or restoring the Property only if Lender has released Proceeds for such purposes. Lender may disburse Proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, I will not be relieved of my obligation to complete such repair or restoration. Lender or its agents may enter and inspect the Property at reasonable times. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give me notice prior to an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. If, during the application process for the Loan, I made false, misleading, incomplete, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan ("Material Information"), Lender will treat my actions as a default under this Security Instrument. I will also be in default if I knew about or consented to any other Person giving false, misleading, incomplete, or inaccurate statements about Material Information to Lender. False, misleading, incomplete, or inaccurate statements about Material Information would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, incomplete, or inaccurate statement of Material Information. Also, if during the loan application process I failed to provide Lender with Material Information, Lender will treat this as a default under this Security Instrument. I will also be in default if I knew about or consented to any other Person failing to provide Lender with Material Information.

9. Lender's Right to Protect its Rights in the Property. If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture, for enforcement of a lien which may become superior to this Security Instrument or to enforce laws or regulations); or (c) I abandon the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, may include appearing in court, paying reasonable attorneys' fees, paying superior liens on the Property, protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Securing the Property includes, for example, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. I agree that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender.

If I do not own but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I subsequently purchase or otherwise become the owner of the Property, my interest as the tenant and my interest as the owner will remain separate unless Lender agrees in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage required by Lender lapses or ceases to be available from the original mortgage insurer, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available and if I was required to make separately designated payments toward the premiums for Mortgage Insurance, Lender will establish a loss reserve as a substitute for the Mortgage Insurance coverage. I will pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. Such loss reserve will not be refundable.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage again becomes available and is obtained. In that case, I will once again make Mortgage Insurance premiums. The Mortgage Insurance coverage must be in the amount and for the period of time required by Lender. Lender must approve the insurance company providing the coverage.

I will pay the Mortgage Insurance premiums, or the non-refundable loss reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the loss reserve payments, in the manner described in this Section 10.

This Section 10, and the existence or termination of my obligation to pay Mortgage Insurance premiums or reserve payments, does not affect my obligation to pay interest under the Note at the rate set by the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity, may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated

automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements about Miscellaneous Proceeds and Condemnation of the Property. I assign to Lender all Miscellaneous Proceeds (as defined above in subsection (M) of the section entitled "Words Used Often In This Document"). All Miscellaneous Proceeds will be paid to Lender. Miscellaneous Proceeds include, among other things, awards or claims for damages for Condemnation. A taking of property by any governmental authority by eminent domain is known as "Condemnation."

If the Property is damaged, all Miscellaneous Proceeds will be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During the repair and restoration period, Lender will have the right to hold Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction. Lender will arrange the inspection promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Miscellaneous Proceeds, Lender will not be required to pay me any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured by this Security Instrument, whether or not then due, with the excess, if any, paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

If all of the Property is taken or destroyed, the Miscellaneous Proceeds will be used to reduce the Sums Secured, whether or not then due. If any of the Miscellaneous Proceeds remain after the Loan has been paid in full, the remaining proceeds will be paid to me.

Unless Lender and I agree otherwise in writing, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction either is equal to, or greater than, the amount of the Sums Secured immediately before the partial taking or destruction, then a portion of the Miscellaneous Proceeds will be applied to pay a portion of the Loan. That portion will equal the Miscellaneous Proceeds multiplied by a fraction. That fraction is as follows: (a) the total amount of the Sums Secured immediately before the partial taking or destruction; divided by (b) the fair market value of the Property immediately before the partial taking or destruction. The remainder of the Miscellaneous Proceeds will be paid to me.

Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, if only a part of the Property is taken or destroyed, and the fair market value of the Property immediately before the partial taking or destruction is less than the amount of the Sums Secured immediately before the partial taking or destruction, the proceeds will be used to reduce the Sums Secured whether or not then due.

If I abandon the Property, or if I do not answer within 30 days, a notice from Lender stating that the Opposing Party (as defined below) offered to make an award to settle a claim for damages, Lender has the authority to settle any claim and collect the proceeds. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a legal action in regard to Miscellaneous Proceeds. Lender may then use the Miscellaneous Proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

I will be in default if any lawsuit or other legal proceeding is brought seeking Forfeiture of the Property or seeking any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" means a legal order or judgment that takes away some or all of my rights in the Property, whether in a civil or in a criminal proceeding. I can cure that default by causing the lawsuit or legal proceeding to be dismissed with a legal ruling that, in Lender's reasonable judgment, precludes any Forfeiture or any other significant reduction of Lender's interest in the Property or rights under this Security Instrument. If there is any award or claim for damages for the reduction of Lender's interest or rights, the proceeds of that award or claim are assigned to and will be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

12. Continuation of Borrower's Obligations and of Lender's Rights.

(a) Borrower's Obligations. Lender may allow me, any Borrower, and any Successor in Interest of Borrower to delay or to change the amount of the Periodic Payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a Successor in Interest of Borrower, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against a Successor in Interest of Borrower for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so by Borrower or a Successor in Interest of Borrower.

(b) Lender's Rights. Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property; (2) Lender accepts payments from third Persons or Successors in Interest; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make immediate payment in full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower and of Persons Taking over Borrower's Rights or Obligations. Except as provided in Section 18, any Successor in Interest of Borrower who takes over my rights or obligations under this Security Instrument in writing and who is approved by Lender will have all of my rights and will be

obligated to keep all of my promises and agreements made in this Security Instrument. I will not be released from my liability under this Security Instrument unless Lender agrees to that release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument, except as provided in Section 20.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender can agree with the other Borrowers to delay enforcing any of Lender's rights or to modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection, and valuation fees. In regard to any other fees, the fact that this Security Instrument does not expressly authorize Lender to charge a specific fee to Borrower should not be interpreted to be a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). My acceptance of any such refund made by direct payment to me will constitute a waiver of any right of action I might have arising out of such overcharge, unless Applicable Law expressly provides otherwise.

15. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument must be in writing. Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice will be effective or "given" when mailed (or, if not mailed, when actually delivered) to my address, unless Applicable Law requires otherwise. Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice will be addressed to me at the address stated in the section above titled "Description of the Property." A notice will be given to me at a different address if I give Lender a notice of my different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time.

Any notice that must be given to Lender under this Security Instrument will be given by delivering or mailing it to Lender's address stated in subsection (C) of the section above entitled "Words Used Often In This Document." A notice will be mailed or delivered to Lender at a different address if Lender gives me a notice of the different address. A notice to Lender required by this Security Instrument is not given until it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Law That Governs this Security Instrument; Interpretation. This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence will not be construed as a prohibition against agreement by contract.

As used in this Security Instrument: (a) words of the masculine gender will mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular will mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

18. Agreements about Lender's Rights If the Property Is Sold or Transferred. As used in this Section 18, "Interest in the Property" means any interest in the Property recognized or protected by Applicable Law including, for example, those interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, if the intent is the transfer of title by Borrower at a future date to a purchaser.

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any interest in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, Lender will not require immediate payment in full if prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement, following the procedures in Section 15. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

19. Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued. Even if Lender has required immediate payment in full, I may have the right to have enforcement of this Security Instrument discontinued. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) such other period as Applicable Law might specify for the termination of my right to reinstate; or (c) before a judgment has been entered enforcing this Security Instrument, if I meet the following conditions:

(1) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if immediate payment in full had never been required;

(2) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;

(3) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

(4) I do whatever Lender reasonably requires to assure that Lender's Interest in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then the Note and this Security Instrument will remain in full effect as if immediate payment in full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required immediate payment in full under Section 18 above.

20. Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Notice of Grievances. The Note, or an interest in the Note, together with this Security Instrument, can be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects my Periodic Payments due under the Note and this Security Instrument and also performs other mortgage loan servicing obligations under the Note, this Security Instrument and Applicable Law is called the "Loan Servicer." There can be a change of the Loan Servicer as a result of the sale of the Note; there also can be one or more changes of the Loan Servicer unrelated to a sale of the Note. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under RESPA. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA in connection with a notice of transfer of servicing. If the Note is sold, the Purchaser may hire a third party as Loan Servicer. In that case, the Loan Servicer, and not the Note Purchaser, will have mortgage loan servicing obligations to Borrower, except when the Note or Applicable Law expressly requires otherwise.

Lender and I agree that we will not start a lawsuit or legal proceeding or join, or be joined to, an existing lawsuit (such as a class action) that arises from the other party's actions pursuant to the Security Instrument or that claims the other party broke any promise or failed to fulfill any duty under this Security Instrument or relating to the Loan until: (a) the complaining party gives written notice in the manner provided in Section 15 to the other party; (b) the notice clearly describes the promise broken or the duty unfulfilled; and (c) the party receiving the notice is given a reasonable time to correct the problem. This provision does not apply if Applicable Law specifically authorizes a lawsuit by me against Lender under the facts in question and does not permit any cure or correction by Lender. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of default and opportunity to cure given to me pursuant to Section 22 and the demand for immediate payment in full given to Borrower pursuant to Section 18 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection are called "Environmental Laws."

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous or as pollutants or wastes by Environmental Laws and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances."

An "Environmental Cleanup" includes any removal, remedial action or other response as defined in an Environmental Law. An "Environmental Condition" means a condition that can cause or contribute to or otherwise trigger an Environmental Cleanup.

Except as provided below: (a) I will not permit Hazardous Substances to be present on the Property; (b) I will not use or store Hazardous Substances on the Property; and (c) I will not allow anyone else to do so. I

also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property.

I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so. I will not create an Environmental Condition affecting the Property or permit anyone else to do so or do anything which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property.

If I know of: (a) any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws; (b) any Environmental Conditions, for example, any spill or leak of any Hazardous Substance; or (c) any condition relating to a Hazardous Substance that reduces the value of the Property, I will promptly notify the Lender in writing. If the government or a private party notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

This Section does not require the Lender to conduct or pay for any Environmental Cleanup.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender's Rights If Borrower Fails to Keep Promises and Agreements. After the occurrence of the conditions stated in subsections (a), (b) and (c) below, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. If all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may do this without making any further demand for payment. This requirement is called "immediate payment in full."

Lender may also require immediate payment in full if any of the events described in Section 18 occur, even if the conditions stated in subsections (a), (b) and (c) below are not met.

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law. These costs include reasonable attorneys' fees and costs of title evidence.

Lender may require immediate payment in full under this Section 22 only if all of the following conditions are met:

(a) I fail to keep any promise or agreement made in this Security Instrument, including the promises to pay when due the Sums Secured;

(b) Lender sends to me, at least 35 days before demanding immediate payment in full otherwise enforcing this Security Instrument, a notice that states:

(1) The promise or agreement that I failed to keep;

(2) The action that I must take to correct that default;

(3) My right to cure the default by full payment of all amounts that are due under the Note and under this Security Instrument, including reasonable interest and late charges specified in the Note or this Security Instrument, as well as reasonable attorney fees;

(4) An itemization of all past due amounts causing the loan to be in default;

(5) An itemization of any other charges that must be paid in order to cure the default;

(6) That if I do not correct the default by the date stated in the notice, Lender may require immediate payment in full, and Lender or another Person may acquire the Property by means of foreclosure and sale;

(7) That if I meet the conditions stated in Section 19 above, I will have the right to have Lender's enforcement of this Security Instrument discontinued and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required;

(8) That I have the right in any lawsuit for foreclosure and sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(9) Such other matter as is required by Maine law; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering to the appropriate Registry of Deeds a discharge or release stating that this Security Instrument has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records (unless those costs were collected in advance of my loan closing).

24. Payment During Foreclosure. I agree that Lender may accept rents from the Property, hazard insurance proceeds, condemnation awards, and any other monies produced by the Property or paid by me, even though Lender has demanded immediate payment in full and begun foreclosure and sale under Section 22 above. Lender may use such monies to pay off any part of the Sums Secured without affecting Lender's right to continue foreclosure and sale.

25. Riders to this Security Instrument. The promises and agreements of each Rider are incorporated as a part of this Security Instrument.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in the Rider signed by me and recorded with it.

XAVIER ROUSE — 8/5/19 (Seal) DATE

State of Maine County of York

The foregoing instrument was acknowledged before me this AUGUST 5, 2019 (date) by XAVIER ROUSE (name of person acknowledged).

HOPE RENNIE
STATE OF
- MY -
COMMISSION
EXPIRES
MARCH 1,
2020
MAINE
NOTARY PUBLIC

(Signature of Person Taking Acknowledgement)

Notary
(Title or Rank)

(Serial Number, if any)

Lender: JG Wentworth Home Lending, LLC
NMLS ID: 2925
Loan Originator: Larry Rettig
NMLS ID: 1552969

Exhibit A - Property Description

Closing Date: **08/05/2019**

Borrower(s): **Xavier Rouse**

Property Address: **27 Kilby Street, Sanford, ME 04073**

A certain tract or parcel of land, with the buildings thereon, situated on the westerly side of Kilby Street, in Sanford, County of York, and State of Maine, on the corner of Kilby Street and a street called Forest Avenue, said lot being Lot No. 69 on Plan of Tebbetts Park, surveyed by George O. Hawes in 1908 and recorded in the York County Registry of Deeds, Plan Book 6, Page 46, said lot being 75 feet on Kilby Street and 100 feet on Forest Avenue.

Subject to the following restrictions, viz:

That said Grantee, his heirs and assigns, shall never erect or permit to be erected on the granted premises any buildings or parts thereof, which shall be used or occupied for any other purpose than for a single private dwelling house and private stables and buildings usually appurtenant to the building or buildings which shall be erected on the land hereby conveyed or nearer to any street, avenue or park than 20 feet, except with the written consent of Charles F. Tebbetts, his heirs and assigns.

LOAN #: 582642
MIN: 1001263-0000774501-2

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 5th day of August, 2019 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to JG Wentworth Home Lending, LLC, a Virginia Limited Liability Company

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 27 Kilby Street
Sanford, ME 04073

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

Initials: VPE

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Initials: XPR

LOAN #: 582642

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

8/5/19

XAVIER ROUSE (Seal)

DATE

NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED Bk 19991 PG 437
Instr # 2026034801
09/10/2026 03:12:05 PM
Pages 1 YORK CO

Recording Requested By: Freedom Mortgage Corporation

When Recorded Return To:

Michele Young IN, Freedom Mortgage Corporation, 20 Lake Center Drive, Marlton, NJ 08053

CORPORATE ASSIGNMENT OF MORTGAGE

York, Maine
Freedom Mortgage Corporation#: 0109767178, "ROUSE,"

Date of Assignment: September 10th, 2026
Assignor: JG Wentworth Home Lending, LLC at 3350 Commission Court, Woodbridge, VA 22192
Assignee: JPMorgan Chase Bank, N.A.. at 780 Kansas Lane, Suite B., Monroe, LA 71203

Executed By: XAVIER ROUSE, A SINGLE MAN To: JG WENTWORTH HOME LENDING,LLC.
Dated: 08-05-2019 and Recorded: 08-09-2019 as Instrument No.: 2019031865 Book/Reel/Liber: 18015 Page/Folio: 875 In the County of York, State of Maine.

Property Address: 27 KILBY STREET, SANFORD, ME 04073

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $183,350.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

JG Wentworth Home Lending, LLC
On September 10th, 2026

By:_____
Alexandria N. Azevedo, Authorized Signatory

STATE OF New Jersey
COUNTY OF Burlington

On September 10th, 2026, before me, Jennifer Ponden, a Notary Public in and for Burlington in the State of New Jersey, personally appeared Alexandria N. Azevedo, Authorized Signatory of JG Wentworth Home Lending, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jennifer Ponden
Notary Expires: 9/6/2027 #50202771

JENNIFER PONDEN
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50202771
MY COMMISSION EXPIRES SEPT. 06. 2027

*9/10/2026 12:01:09 PM*136320490*136320491*565*MESTATE_MORT_ASSIGN_ASSN

NOTICE OF HEARING

PROCESS OR SERVICE

NANCY E HAMMOND, REGISTER OF DEEDS
Bk 19998 PG 652
Instr # 2026036430
09/21/2026 03:08:06 PM
Pages 1 YORK CO

NOTICE OF HEARING
Pursuant to 17 M.R.S.A. §§ 2851-2859
Dangerous Buildings

XAVIER ROUSE
27 KILBY STREET
SANFORD, ME 04073

JG WENTWORTH HOME LENDING, LLC
3350 COMMISSION COURT
WOODBRIDGE, VA 22191

27 KILBY STREET, SANFORD MAINE

You are hereby notified that the City Council of the City of Sanford, Maine will hold a hearing on Tuesday, October 20, 2026, the meeting beginning at 6:00 p.m. in City Council Chambers, 919 Main Street, Sanford Maine and by remote methods, pursuant to 1 M.R.S.A. § 403-B(2)(D) and Section 6 of the City Council Rules of Procedure. Video and teleconference remote login information to participate by remote methods will be published on the City website at www.sanfordmaine.org/meetings on and not necessarily before Saturday, October 17, 2026.

This hearing is to determine whether the property at 27 Kilby Street, identified as Tax Map M29 Lot 53, and further described in a deed recorded in the York County Registry of Deeds at Book 18015, Page 874 and Mortgage recorded at Book 18015, Page 875 is a dangerous building or a nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and to determine what, if any, remedy is appropriate. This hearing is your opportunity to present evidence as to why the property is not a dangerous building or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

If the City Council finds that the property is a dangerous building or a nuisance, it may order the nuisance to be immediately abated and the appropriate corrective action taken, including, but not limited to, removal and disposal of the building and property and securing of the property. If the nuisance is not abated and the ordered corrective action is not taken by the City Council's order, and no appeal is taken, the City may abate the nuisance by taking the appropriate corrective action at the City's expense. The City may recover all expenses, including reasonable attorney's fees and costs, by means of special tax or civil action.

Attending the hearing and this notice can be discussed with Jamie Cole, Director of Code Enforcement for the City of Sanford prior to the hearing at (207) 324-9145 between the hours of 7:30 AM and 5:30 PM Monday through Thursday.

Dated: September 21, 2026

Susan H. Cote, City Clerk
City of Sanford

STATE OF MAINE
YORK, ss

Date: 9-21-2026

Before me this day personally appeared, Susan H. Cote who acknowledges the forgoing instrument to be her free act and deed.

Notary Public

MICHELLE M. VERMETTE
Notary Public, Maine
My Commission Expires December 11, 2027

(2)

UNITED STATES POSTAL SERVICE®

Return address:

CITY OF SANFORD MUNICIPAL GOVERNMENT
919 MAIN ST
SANFORD ME 04073

Recipient address:

XAVIER ROUSE
27 KILBY STREET
SANFORD, ME 04073

RETURN TO SENDER

USPS CERTIFIED MAIL

9236 0901 9403 8300 0043 9600 21

USPS Tracking Label Number: 9236 0901 9403 8300 0043 9600 21

USPS Event	Postal Facility	Date/Time
PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	SANFORD,ME 04073	09/21/2026 07:27
SHIPMENT RECEIVED ACCEPTANCE PENDING	SANFORD,ME 04073	09/21/2026 14:06
ARRIVAL AT UNIT	SANFORD,ME 04073	09/23/2026 07:00
OUT FOR DELIVERY	SANFORD,ME 04073	09/23/2026 07:11
AWAITING DELIVERY SCAN	SANFORD,ME 04073	09/23/2026 21:23
NO AUTHORIZED RECIPIENT AVAILABLE	SANFORD,ME 04073	09/24/2026 14:22
REMINDER TO SCHEDULE REDELIVERY	SANFORD,ME 04073	09/29/2026 03:25
PACKAGE RETURN NOTICE GENERATED	SANFORD,ME 04073	10/09/2026 03:29
RETURN TO SENDER	SANFORD,ME 04073	10/09/2026 12:32
ARRIVAL AT UNIT	SANFORD,ME 04073	10/14/2026 06:00
OUT FOR DELIVERY	SANFORD,ME 04073	10/14/2026 06:11

York County Sheriff's Office

1 LAYMAN WAY
ALFRED, ME 04002
Phone: 207-324-1113

Tax ID: **01-6000017**

Vendor ID: **0000141343**

Invoice For Service: NOTICE

CITY OF SANFORD
919 MAIN ST
SANFORD, ME 04073

Amount Due: 63.88

Invoice Number: 26-4001-CP
Invoice Date: 09/30/2026

207-608-4101

IF there is an amount due, please make checks payable to TREASURER, COUNTY OF YORK

CITY COUNCIL OF THE CITY OF SANFORD vs ROUSE, X

PERSON(S) SERVED & METHOD	DATE	TIME	SERVED BY
ROUSE, XAVIER ABODE - ALETA BUBAR	09/29/2026	07:00pm	Deputy Pratt

SERVICE FEES	QTY	PRICE	TOTAL
Non Est Fee	0	0.00	0.00
Service Fee	1	40.00	40.00
MISC FEES	**QTY**	**PRICE**	**TOTAL**
ADMIN FEE	1	10.00	10.00
POSTAGE	1	0.88	0.88
Mileage			13.00
Total Cost			63.88
Payments Made On This Invoice			0.00
Grand Total For Invoice #: 26-4001-CP Invoiced: 09/30/2026			63.88

PLEASE place the INVOICE NUMBER on your check for proper credit - NO Refunds issued under $5.00

Sherriff William L. King, Jr.

Chief Deputy Jeremy Forbes

York County Sheriff's Office

STATE OF MAINE
COUNTY OF YORK

On the 29th day of September 2026. I have made Service upon the Defendant Xavier Rouse.

☐ By delivering a copy of the _____ to the defendant in hand at _____.

☒ By leaving a copy of the Notice of Hearing with Aleta Bubar, A person of suitable age and discretion at the defendant's dwelling house or usual place of abode located at 27 Kilby St., Sanford, ME 04073

Date: 09.29.2026

CIVIL DEPUTY
David L. Pratt, Jr.
Deputy, York County Sheriff's Office
1 Layman Way, Alfred, ME 04002
(207)432-1111

Service: $_____
Travel: $_____
Total: $_____

TRANSACTION REPORT

OCT/13/2026/TUE 01:40 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	OCT/13	01:32PM	16144227575	0:01:04	3	MEMORY OK ECM	9308

fax

Subject: **Rouse Mortgage 27 Kilby Street, Sanford, ME 04073**
cc
Date: 10/13/2026

To:	JP Morgan Chase	From:	Michelle LaBree, City of Sanford
Phone Number:	phone	Phone Number:	207-608-4104
Fax Number:	614-422-7575	Fax Number:	

Comments:

See attached Assignment of Mortgage for the loan of Xavier Rouse, 27 Kilby Street, Sanford, ME 04073. The City of Sanford had started hearing procedures under **Title 17, §§ 2851–2859**- and soon after realized the mortgagee had changed hands.

See attached Notice of Hearing- For questions, please reach out to me directly. My email is malabree@sanfordmaine.org. Phone contact is below.

Sanford MAINE

Michelle LaBree
Assistant City Manager
The City of Sanford
(207) 608-4104
919 Main Street, Sanford, ME 04073
www.sanfordmaine.org

Office Hours
Monday – Thursday (7:30am – 5:30pm)

fax

Subject:	**Rouse Mortgage 27 Kilby Street, Sanford, ME 04073**
cc	
Date:	10/13/2026

To:	JP Morgan Chase	From:	Michelle LaBree, City of Sanford
Phone Number:	phone	Phone Number:	207-608-4104
Fax Number:	614-422-7575	Fax Number:	

Comments:

See attached Assignment of Mortgage for the loan of Xavier Rouse, 27 Kilby Street, Sanford, ME 04073. The City of Sanford had started hearing procedures under **Title 17, §§ 2851–2859-** and soon after realized the mortgagee had changed hands.

See attached Notice of Hearing- For questions, please reach out to me directly. My email is malabree@sanfordmaine.org. Phone contact is below.

Sanford
MAINE

Michelle LaBree
Assistant City Manager
The City of Sanford
(207) 608-4104
919 Main Street, Sanford, ME 04073
www.sanfordmaine.org

Office Hours
Monday – Thursday (7:30am – 5:30pm)

RADIO HISTORY - Cont'd from pg 2



Spike at the Mike O'Dell, Photo: The North Scott Press, Eldridge, IA

garages, and through radios glowing beside the bed after dark. The Boston connection brought memorable voices, including Julie Kramer, whose dry wit and devotion to underground rock won over listeners, and late-night host Neal Robert, whose thoughtful musical wanderings kept many a local night owl company. Even when the AM station went quiet in 2010, longtime listeners did not forget it; its return in June 2011 felt like an old neighbor coming home.

Sanford's radio heritage had its modern renaissance in 2012, when New England-based Port Broadcasting, LLC bought the AM station. Rebranding the station as WWSF, the new owners launched an adult standards format known as "The Legends." To ensure the classic sounds reached modern listeners, Port Broadcasting added an FM translator, expanding the station's presence to 104.3 FM. Over the next decade, the station pivoted smoothly to "Seacoast Oldies," delivering beloved hits from the 1960s and 70s to a dedicated regional audience.

The history came full circle through Andy Austin, the grandson of one of the original disc jockeys on WSME AM, Ed Austin. After learning the trade at the Sanford Regional Technical Center, Andy returned to become a co-owner and host of "York County's Morning Show," keeping listeners smiling with stories of his childhood bedroom broadcasts.

In July 2026, WWSF completed its latest transformation, rebranding as The GOAT (Greatest of All Time). Its mix of 1990s and 2000s rock with oldies and modern hits is carried by local voices such as Cari Quater from the Chamber of Commerce and wrestling fan Jake Russo. The station even partnered with SRTC student Destiny Phengdara to design its new logo.

Call letters, frequencies, and formats may keep changing, but Sanford's devotion to music does not. From "Spike at the Mike" to The GOAT, every era adds another verse to a song our city has never stopped singing. ●

NEWS NOTES - Cont'd from pg 2

carry out the treasurer's duties, making the elected position unnecessary. In addition, an outside team of certified public accountants audits the county's financial records annually and awarded an "A" grade to the county this year. If the majority of voters agree to eliminate the elected position, the commissioners would appoint a treasurer after current county treasurer Stacy Kilroy finishes her term on Dec. 31. Kilroy is not seeking re-election.

Voters will also receive a ballot to elect a treasurer on Nov. 3 with Bobby Mills listed as the sole candidate. If voters choose to keep the elected treasurer position, the results of the treasurer election would determine who fills that role. For the full story, visit yorkcountymaine.gov.

Sweepstakes fight food insecurity, rewards one lucky winner: Earlier this month, PeoplesChoice Credit Union concluded its annual Summer Sweepstakes, part of the Maine Credit Union League's Campaign for Ending Hunger. By selling tickets for a chance to win $2,500, the credit union raised a total of $8,650, with $6,150 donated to the campaign and the $2,500 prize awarded to Amber and her family, residents of Alfred. The annual event's theme is "Win Big, Do Good."

Bean suppers are back: The St. Thomas School Bean Supper, sponsored by the Knights of Columbus and open to the public, will be held on Saturday, Oct. 3, 4:30 - 6:30 pm in the school cafeteria, 69 North Ave. in Sanford. On the menu will be baked beans, American chop suey, coleslaw, hot dogs, ham slices, rolls, beverages and dessert. The cost is $12 per adult, $8 per child (ages 6 - 12), and free for younger children. For more information, call Ray at 207-324-7589. ●

Public Hearing Notice

Sanford MAINE

The Sanford Planning Board will hold public hearing(s) & receive written & oral comments at its Wednesday, October 7, 2026 meeting, starting at 6:30pm, on the following project(s):

- **NEW BUSINESS: FILE #2025-38-AP - Mercy Chapel Church - 1861 Main St. (R18A-20D)** Application from Mercy Chapel for Major Site Plan Amendment approval to construct a new building with associated site improvements. The subject property is owned by Mercy Chapel and is located at 1861 Main Street, Sanford, Maine 04073 (R18A-20D).
- **NEW BUSINESS: FILE #2026-32-MS - Haven Operations - 1273 Main St. (R12A-6 & 6A)** Application from Haven Operations for Minor Subdivision and Major Site Plan approval to construct three (3) three-unit multifamily buildings with associated site improvements. The subject property is owned by Eric Harper and located at 1273 Main Street, Sanford, Maine 04073 (R12A-6 & 6A).

The hearings will be held in Council Chambers at City Hall, 919 Main Street, Sanford, and via remote video and teleconference. Testimony may be provided in person, via mail or email, or via Zoom. Meeting information, including how to connect via Zoom, is provided at www.sanfordmaine.org. Questions or written comments should be directed to the Planning Office at 324-9150 or planning@sanfordmaine.org.

NOTICE OF PUBLIC HEARING - City of Sanford, ME

Sanford MAINE

Parties in Interest are hereby notified that the City Council of the City of Sanford, Maine will hold dangerous building hearing on Tuesday, October 20, 2026, the meeting beginning at 6:00 p.m. in City Council Chambers, 919 Main Street, Sanford Maine and by remote methods, pursuant to 1 M.R.S.A. § 403-B(2)(D) and Section 6 of the City Council Rules of Procedure. Video and teleconference remote login information to participate by remote methods will be published on the City website at www.sanfordmaine.org/meetings on and not necessarily before Saturday, October 17, 2026.

- 27 Kilby Street, Tax Map M29 Lot 53 and further described in a deed recorded in the York County Registry of Deeds at Book 18105 Page 874 and a mortgage recorded at Book 18105, Page 875.

This hearing is to determine whether this property is a dangerous building or a nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and to determine what, if any, remedy is appropriate and are a party in interest's opportunity to present evidence as to why these properties are not a dangerous building or a nuisance and to oppose or consent to any corrective action ordered by the City Council. A party in interest's failure to attend these hearings may result in the waiver of certain rights with regard to this property.

If the City Council finds that the property is a dangerous building or a nuisance, it may order the nuisance to be immediately abated and the appropriate corrective action taken, including, but not limited to, removal and disposal of the building and securing of the property. If the nuisance is not abated and the ordered corrective action is not taken by the City Council's order, and no appeal is taken, the City may abate the nuisance by taking the appropriate corrective action at the City's expense. The City may recover all expenses, including reasonable attorney's fees and costs, by means of special tax or civil action.

Parties in interest can discuss attending the hearing and this notice with Jamie Cole, Director of Code Enforcement for the City of Sanford prior to the hearing at (207) 324-9145 between the hours of 7:30 AM and 5:30 PM Monday through Thursday.

NOTICE OF PUBLIC HEARING - City of Sanford, ME

Sanford MAINE

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Public Hearing Notice

Sanford MAINE

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- **NEW BUSINESS: FILE #2026-32-MS - Haven Operations - 1273 Main St. (R12A-6 & 6A)** Application from Haven Operations for Minor Subdivision and Major Site Plan approval to construct three (3) three-unit multifamily buildings with associated site improvements. The subject property is owned by Eric Harper and located at 1273 Main Street, Sanford, Maine 04073 (R12A-6 & 6A).

The hearings will be held in Council Chambers at City Hall, 919 Main Street, Sanford, and via remote video and teleconference. Testimony may be provided in person, via mail or email, or via Zoom. Meeting information, including how to connect via Zoom, is provided at www.sanfordmaine.org. Questions or written comments should be directed to the Planning Office at 324-9150 or planning@sanfordmaine.org.

Sanford-Springvale YMCA

12 & UNDER $20 - 13 & OVER $25 - COSTUMES ENCOURAGED

KIDS RUN 8:30AM
5K STARTS 9:00AM

SATURDAY
OCTOBER 31ST

A WICKED GOOD RUN

1 EMILE LEVASSEUR DRIVE
SANFORD, ME

CALL 207-324-4942
TO REGISTER!

the Y | 175



Public Notice

The Sanford Housing Authority (SHA) administers Federal Housing Choice (Section 8) Vouchers designated to enhance the affordability of rental housing for low-income persons or families within Sanford Housing Authority's area of operation. The Sanford Housing Authority will commit up to thirty (30) Section 8 Project Based Vouchers for a proposal to create an affordable housing property within the City of Sanford/Springvale. The property must serve chronically homeless individuals, and the owner must provide 24 hour/7 days a week supportive services, through a 3rd party. If interested in obtaining a copy of the Request for Proposal, please contact Jennifer Ouellette at Sanford Housing Authority, 17 School Street, P.O. Box 1008, Sanford, ME 04073.
Phone – (207) 324-6747
Email – jouelllette@sanfordhousing.org

EQUAL HOUSING OPPORTUNITY

An Equal Opportunity/Affirmative Action Employer

REAL ESTATE transactions

Compiled by Carolyn Cadigan



185 Lebanon St. (10/2 closing, listed below) Photo: Carolyn Cadigan

9/18, 248 Harry Howes Road, 7-room Garrison, 3 bed/2.5 bath, primary bedroom with ensuite, many updates, attic, finished walk-out basement, attached 2-car garage, deck, porch, shed, fenced animal containment area, rural, 1 acre, $545,000

9/25, 11 Parsons Lane, Springvale, 6-room Cape, 4 bed/1.5 bath, two bedrooms on first floor, unfinished basement, 2-car garage under, rural, 1.54 acres, $339,000

9/29, 731 Hanson Ridge Road, Springvale, 5-room Ranch, 2 bed/1.5 bath, primary bedroom with ensuite, pantry, laundry on first floor, ceiling fans, unfinished walk-out basement, attached 2-car garage, deck, rural, 1.52 acres, built in 2026, $500,000

9/30, 8 James Ave., 4-room Ranch, 2 bed/1 bath, needs cosmetic updates, unfinished basement, attached 1-car garage, patio, corner lot, intown, $270,500

10/2, 185 Lebanon St., 7-room Cape, 3 bed/2.5 bath, primary bedroom with ensuite, sunroom, office, laundry on first floor, hardwood floors, unfinished basement, attached 1-car garage, covered porch, indoor hot tub, wooded lot, rural, 2 acres, $430,000 (pictured above)

10/2, 6 Freemont St., 7-room Dutch Colonial, 3 bed/1 bath, many updates, ceiling fans, partially finished basement, detached 1-car garage with storage, partially fenced yard, intown, built in 1925, $375,000

10/2, 29 Malden Ave., 5-room Ranch, 3 bed/1 bath, needs some finishing, ceiling fans, unfinished basement, 2-car carport, metal roof, solar panels, $315,000

10/2, 152 Sand Pond Road, 8-room Cape, 3 bed/2 bath, bedroom on first floor, ceiling fans, laundry on second floor, finished walk-out basement, rural, 261-foot frontage on Great Works River, 1.3 acres, $455,000

10/2, 16 Pierce Ave., 5-room Ranch, 3 bed/1 bath, updated kitchen and bath, hardwood floors, unfinished basement, shed, $315,000 ●

Snow Birds !



Subscribe to SSN E-News while you are away.

Did you know you can have this newspaper delivered directly to your email on Saturday mornings?

Scan to sign up

Public Hearing Notice

Sanford MAINE

Notice is hereby given that the Sanford Planning Board will hold public hearing(s) on the following project(s) at its meeting on Wednesday, October 21, 2026, beginning at 6:30 p.m. The meeting will be held in the Council Chambers on the third floor of the City Hall Annex Building, 919 Main Street, Sanford, Maine, and via remote video and teleconference.

Testimony may be provided in person or via Zoom. Written comments and questions may be directed to the Planning & Development Department, Suite 150, 919 Main Street, Sanford, Maine 04073, by telephone at (207) 324-9150, or by email at planning@sanfordmaine.org. Meeting information, including instructions for participating via Zoom, is available on the City of Sanford website at www.sanfordmaine.org.

Further information regarding the application may be obtained through the Planning & Development Department prior to the public hearing.

- **NEW BUSINESS: FILE #2026-27-FS - Nasson Phase III - Barth Way (R5-91)**
  Application from Nasson Development I, LLC for Final Subdivision (Major Site Plan) Amendment approval to construct 13 residential units with associated site improvements. The subject property is owned by Nasson Development I, LLC and located at 16 Barth Way, Springvale, Maine 04083 (R5-91).
- **NEW BUSINESS: FILE #2026-34-FS - Edward Benway - 29 Winter St. (K28-44)**
  Application from Edward Benway for Final Major Subdivision, Major Site Plan, & Shoreland Development approval to construct 12 residential units with associated site improvements. The subject property is owned by 29 Winter, LLC and is located at 29 Winter Street, Sanford, Maine 04073 (K28-44).

NOTICE OF PUBLIC HEARING - City of Sanford, ME

Sanford MAINE

Parties in Interest are hereby notified that the City Council of the City of Sanford, Maine will hold dangerous building hearing on Tuesday, October 20, 2026, the meeting beginning at 6:00 p.m. in City Council Chambers, 919 Main Street, Sanford Maine and by remote methods, pursuant to 1 M.R.S.A. § 403-B(2)(D) and Section 6 of the City Council Rules of Procedure. Video and teleconference remote login information to participate by remote methods will be published on the City website at www.sanfordmaine.org/meetings on and not necessarily before Saturday, October 17, 2026.

- 27 Kilby Street, Tax Map M29 Lot 53 and further described in a deed recorded in the York County Registry of Deeds at Book 18105 Page 874 and a mortgage recorded at Book 18105, Page 875.

This hearing is to determine whether this property is a dangerous building or a nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and to determine what, if any, remedy is appropriate and are a party in interest's opportunity to present evidence as to why these properties are not a dangerous building or a nuisance and to oppose or consent to any corrective action ordered by the City Council. A party in interest's failure to attend these hearings may result in the waiver of certain rights with regard to this property.

If the City Council finds that the property is a dangerous building or a nuisance, it may order the nuisance to be immediately abated and the appropriate corrective action taken, including, but not limited to, removal and disposal of the building and securing of the property. If the nuisance is not abated and the ordered corrective action is not taken by the City Council's order, and no appeal is taken, the City may abate the nuisance by taking the appropriate corrective action at the City's expense. The City may recover all expenses, including reasonable attorney's fees and costs, by means of special tax or civil action.

Parties in interest can discuss attending the hearing and this notice with Jamie Cole, Director of Code Enforcement for the City of Sanford prior to the hearing at (207) 324-9145 between the hours of 7:30 AM and 5:30 PM Monday through Thursday.

UTILITY REPORT

27 KILBY STREET

WATER- NO LEINS, AMOUNT DUE.

SEWAR- $966.63 DUE- BEHIND 3 QUARTERS- 30 DAY DEMAND NOTICE GOING OUT THIS WEEK

TAXES- CURRENT

Michelle A. LaBree

From: Lori Whitten <lwhitten@sanfordsewerage.org>
Sent: Tuesday, October 13, 2026 3:35 PM
To: Michelle A. LaBree
Subject: RE: 27 Kilby Street

EXTERNAL
This e-mail originated from outside of the City of Sanford E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe.

Good Afternoon Michelle,
The account has a balance of $966.63, he will be getting a demand notice (30 Day Notice) this week with and additional charge of $15.00.
Best,

Lori Whitten
Administrative Assistant
Sanford Sewerage District
192 Gavel Rd. P.O. Box 70
Sanford, ME 04073
207-324-5313
We have moved!
As of 6/1, our new office location is 192 Gavel RD. Sanford, ME



From: Michelle A. LaBree <malabree@sanfordmaine.org>
Sent: Tuesday, October 13, 2026 3:17 PM
To: customerservice@sanfordwater.org; Lori Whitten <lwhitten@sanfordsewerage.org>
Subject: 27 Kilby Street

Good Afternoon,

Can you please tell me the status of the water & sewer accounts for X. Rouse/27 Kilby Street?

Thank you!

Sanford
MAINE

Michelle LaBree
Assistant City Manager
The City of Sanford
(207) 608-4104
919 Main Street, Sanford, ME 04073
www.sanfordmaine.org

CITY CORRESPONDENCE

M29-53

COMPLAINT FORM

Date:	2-18-2026
Name of Caller:	Marylou Mitchell
Phone Number:	207-432-9014 OR 9013
Location:	22 Kilby St Apartment Bld.
Complaint:	There is only One person that Owns The Apt. Have been watching for months. They have now moving people in the Garage. Upstairs. There are now up to 9-12 people that have been staying. Cops have had to come several times.
Other:	We Own 29 Kilby and 20 Kilby we live in 28 Kilby St. we have been watching this for months.
Received By:	LH___ JNG___ SS___ JOG___ BB___ Other___

Please sign your initials after your corresponding typed initials. Thank you!

27 Kilby St
Sanford

Apt #	Year MM DD Time	Reason	Action	Call #	Site #	Vicinity
	2026 09 11 0127	INTEL	Completed	26-85783		N
	2026 09 08 0135	INTEL	Completed	26-84564		N
	2026 08 22 0729	WELFARE CHECK	Could Not Locate	26-78993		N
	2026 08 12 1248	SERVE RESTRAINING ORDER	Could Not Locate	26-75599		N
	2026 08 04 2225	DISTURBANCE - 2 man call	Services Rendered	26-72884		N
	2026 07 07 0808	ANIMAL COMPLAINT	warning issued	26-62513		N
	2026 05 29 0751	Assist Other Agency - Police	Could Not Locate	26-48727		N
	2026 05 18 1608	COMPLAINT	Services Rendered	26-45154		N
	2026 05 04 0925	WELFARE CHECK	Services Rendered	26-40384		N
	2026 02 18 0649	ASSIST CITIZEN	Completed	26-15446		N
	2025 09 08 0747	FOLLOW-UP INVESTIGATION	Could Not Locate	25-81451		N
A	2025 08 16 0901	SEX OFFENSES	report taken	25-74528		N
	2025 08 06 1835	COMPLAINT	Could Not Locate	25-71263		N
	2025 07 25 1155	ASSIST CITIZEN	Could Not Locate	25-67342		N
	2025 07 25 0109	MEDICAL w/ Assist	Transported to Hospital	25-67218		N
	2025 07 23 0540	COMPLAINT	Transported to Hospital	25-66543		N
	2025 07 22 2349	DISTURBANCE - 2 man call	Peace Restored	25-66506		N
	2025 06 27 0510	Assist Other Agency - Police	Assisted other agency	25-57495		N
	2025 06 11 1026	FOLLOW-UP INVESTIGATION	Services Rendered	25-52181		N
	2025 06 10 1129	Mental Health Support	Services Rendered	25-51871		N
	2025 06 08 1100	FOLLOW-UP INVESTIGATION	Services Rendered	25-51191		N
	2025 06 07 1604	WELFARE CHECK	report taken	25-50994		N
	2025 02 10 1916	WELFARE CHECK	Investigated	25-13110		N
1A	2023 02 26 1733	EMD IN PROGRESS	Transported to Hospital	23-18717		N
	2022 07 14 1256	ASSAULT - past	Arrest(s) Made	22-59060		N

City of Sanford, Maine
Code Enforcement Office
919 Main Street
SANFORD, MAINE 04073-3589
(207) 608-4154

Sanford
Maine
Explore Create Grow

SENT VIA FIRST CLASS MAIL

3/2/2026

XAVIER ROUSE

27 KILBY ST

SANFORD ME 04073

RE: 27 KILBY ST (TAX MAP: M29, LOT 53)

NOTICE OF VIOLATION

Dear Property Owner/Manager:

Our inspection of the property on 2/26/2026 found the following violations of local code.

EXTERIOR

- **Second Floor Porch Lacks Guards,** Violation City Code §90-13.5 2015 IPMC 307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface. Exception: Guards shall not be required where exempted by the adopted building code.
- **Unregistered and/or Inoperable Motor Vehicles Observed,** Violation City Code §90-13.5 2015 IPMC 302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the

City of Sanford, Maine
Code Enforcement Office
919 Main Street
SANFORD, MAINE 04073-3589
(207) 608-4154

process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. Exception: Operational farm tractors exempted from registration.

- **Rubbish and Trash Accumulation,** Violation City Code §90-13.5 2015 IPMC 308.1 Accumulation of rubbish or garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.
- **Damaged Exterior Door,** Violation City Code §90-13.5 2015 IPMC 304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

Please correct all of the above violations on or before 4/2/2026. Failure to comply may also result in fines per local code and State statute. Copies of all ordinances and statutes cited herein are available for review at the Codes Enforcement Office. If you have any questions, or wish to schedule an inspection, please call the Office at (207) 608-4133.
You may appeal this Order and request a hearing before the City Board of Appeals by filing a written petition at the Code Enforcement Office within 30 days of the receipt of this Notice.

Sincerely,

Gregory John Mulcahy

Gregory John Mulcahy
Code Enforcement Officer/Constable
Sanford, Maine 04073
Office: 207-608-4154
gjmulcahy@sanfordmaine.org

Sanford
CODE ENFORCEMENT

Code Enforcement

919 Main Street
Sanford, ME 04073

SENT VIA FIRST CLASS MAIL

8/20/2026

ROUSE XAVIER

27 KILLBY ST

SANFORD ME 04073

RE: 27 KILBY ST (TAX MAP: M29, LOT 53)

SECOND NOTICE OF VIOLATION

Previous Notice of Violation Sent 03/02/2026

Dear Property Owner/Manager:

Our inspection of the property on 8/19/2026 found the following violations of local code.

EXTERIOR

- **Second Floor Porch Lacks Guards,** Violation City Code §90-13.5 2015 IPMC 307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface. Exception: Guards shall not be required where exempted by the adopted building code.
- **Unregistered and/or Inoperable Motor Vehicles Observed,** Violation City Code §90-13.5 2015 IPMC 302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless

conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. Exception: Operational farm tractors exempted from registration.

- **Rubbish and Trash Accumulation,** Violation City Code §90-13.5 2015 IPMC 308.1 Accumulation of rubbish or garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.
- **Damaged Exterior Door,** Violation City Code §90-13.5 2015 IPMC 304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

Please correct all of the above violations on or before 9/20/2026. Failure to comply may also result in fines per local code and State statute. Copies of all ordinances and statutes cited herein are available for review at the Codes Enforcement Office. If you have any questions, or wish to schedule an inspection, please call the Office at (207) 608-4133.

You may appeal this Order and request a hearing before the City Board of Appeals by filing a written petition at the Code Enforcement Office within 30 days of the receipt of this Notice.

Sincerely,

Gregory John Mulcahy

Gregory John Mulcahy
Code Enforcement Officer/Constable
Sanford, Maine 04073
Office: 207-608-4154
gjmulcahy@sanfordmaine.org

8.19.2026 Photos

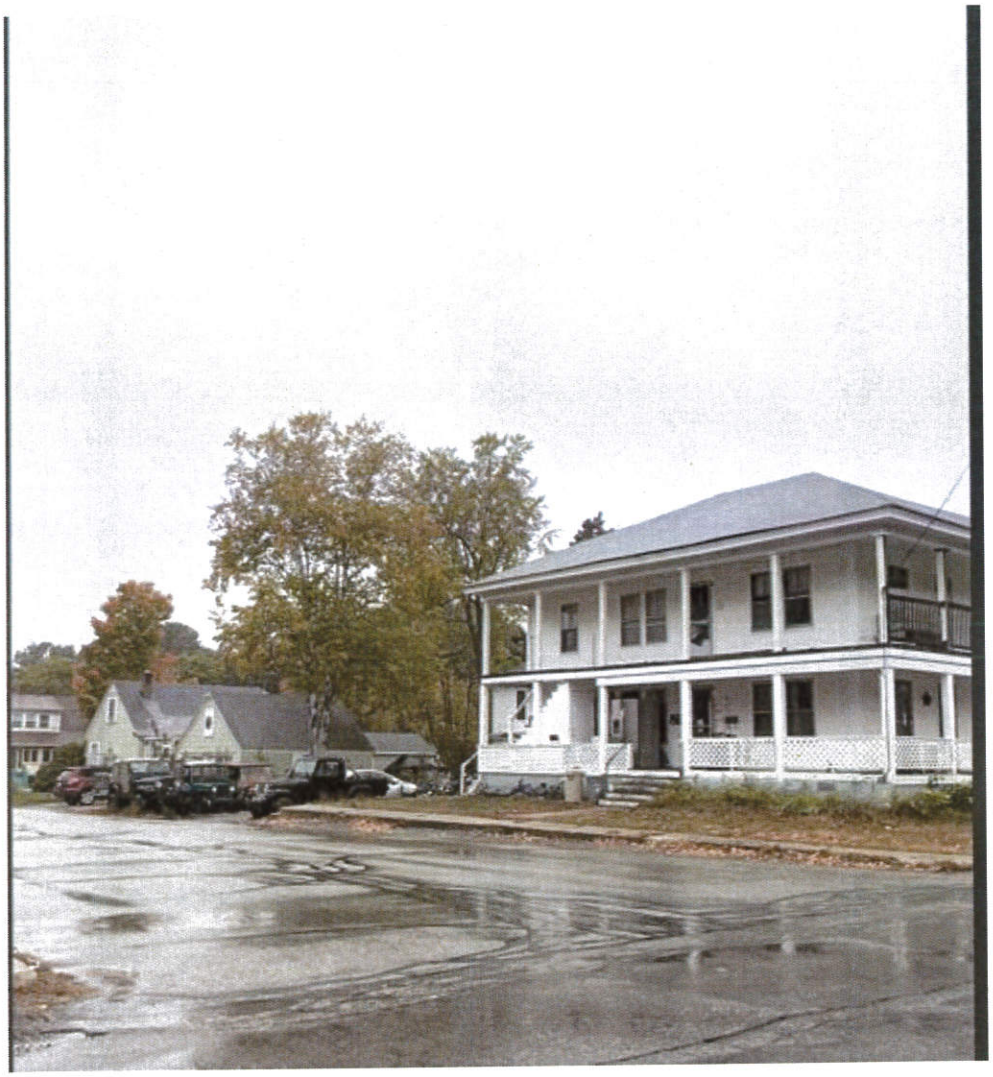








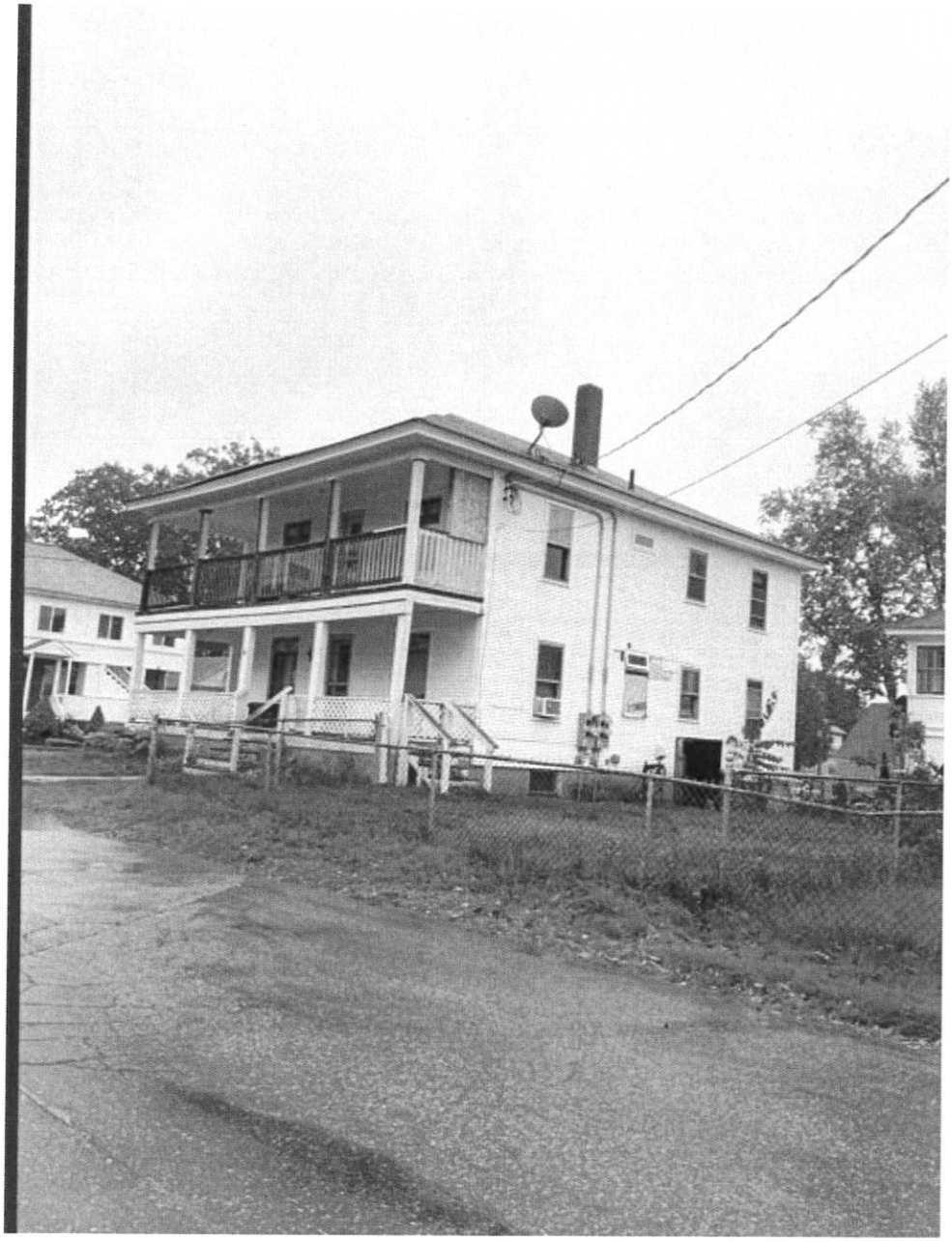
10.13.2026 Photos

















DRAFT FINDINGS AND ORDER
Pursuant to 17 M.R.S. §§ 2851-2859
Dangerous Buildings

XAVIER ROUSE
27 KILBY STREET
SANFORD, ME 04073

JP MORGAN CHASE BANK, N.A.
780 KANSAS LANE SUITE B
MONROE, LA 71203

27 KILBY STREET, SANFORD MAINE

On October 20, 2026 the City Council of the City of Sanford, Maine held a hearing to determine whether the property at 27 Kilby Street, identified as Tax Map M29 Lot 53, and further described in a deed recorded in the York County Registry of Deeds in Book 18105 Page 874 and a Mortgage recorded in Book 19991 Page 437 is a dangerous building or a nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and to determine what, if any, remedy is appropriate.

The following persons were present and testified:
A. City of Sanford Assistant City Manager, Michelle LaBree
B. City of Sanford Code Enforcement Officer, Gregory Mulcahy
C. Property Owner/Representative: _____

Based on the testimony of those present and other evidence presented and made part of the record, the Sanford City Council hereby attests to the testimony and evidence and hereby finds the following facts:

A. **Second Floor Porch Lacks Guards,** Violation City Code §90-13.5 2015 IPMC 307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface. Exception: Guards shall not be required where exempted by the adopted building code.
B. **Unregistered and/or Inoperable Motor Vehicles Observed,** Violation City Code §90-13.5 2015 IPMC 302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

C. **Rubbish and Trash Accumulation,** Violation City Code §90-13.5 2015 IPMC 308.1 Accumulation of rubbish or garbage. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

D. D**amaged Exterior Door,** Violation City Code §90-13.5 2015 IPMC 304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3

Based on the foregoing findings, the Municipal Officers adjudge that the property is dangerous and nuisance to life and property. The property is unsanitary and unsafe. The property is a public nuisance and must be abated or satisfactorily rehabilitated.

THEREFORE, IT IS ORDERED that the property is to be immediately secured within 24 hours.

AND BE IT FURTHER ORDERED that any and all rubbish, debris, vehicles, equipment, household/human waste, and hazardous materials are to be removed from the property and properly disposed and the property maintained free of debris and plant growth within 30 days.

AND BE IT FURTHER ORDERED that to protect the health, safety, and welfare, the dangerous building or nuisance property is to be immediately abated (building or property removed/ disposed/ secured.)

AND BE IT FURTHER ORDERED, if the owner or party in interest demonstrates the ability and willingness to satisfactorily rehabilitate the property by submitting and having a rehabilitation plan approved by the City Manager within 30 days of recording this Order and carrying out such rehabilitation plan in a timely manner, the Order to immediately abate the dangerous building or nuisance property may be delayed. Such rehabilitation plan must include:

- At a minimum, all deficiencies listed as part of the findings of fact as herein set forth are corrected;
- The property is rehabilitated and brought into compliance with all applicable State and Local Codes and meets all permitting and inspection requirements;
- There shall be no occupancy or use of the building until the property has been satisfactorily rehabilitated.

AND BE IT FURTHER ORDERED that the City Clerk record this Order in the York County Registry of Deeds and cause attested copies of this Order to be served upon the persons as required by law.

AND BE IT FURTHER ORDERED that, if this Order is not complied with, the City Manager is hereby authorized and directed to ask for bids for the abatement (buildings or property removed/ disposed/ secured) of the dangerous building or nuisance property.

AND BE IT FURTHER ORDERED that, if this Order is not timely complied with and no timely appeal is taken, the City Manager may undertake the ordered corrective action at municipal expense and recover all expenses, including reasonable attorney's fees, by means of a special tax or civil action.

This decision may be appealed to Superior Court pursuant to Maine Rule of Civil Procedure 80B.

The MUNICIPAL OFFICERS OF THE CITY OF SANFORD voted ___ to ___ in favor of the Findings and voted ___ to ___ in favor of the Order at the October 20, 2026 City Council meeting. The Municipal Officers authorize the City Manager to sign this Findings & Order, record it in the Registry of Deed's, and serve it upon the owner and parties-in-interest as required by Law.

Dated: _____ _____

Steven R. Buck, City Manager
City of Sanford

STATE OF MAINE, York County, ss.

Dated: _____

Personally appeared before me the above-named Steven R. Buck, City Manager, of the City of Sanford, Maine and he acknowledged the foregoing instrument to be his free act and deed.

_____
Notary Public
My Commission Expires:

Memo

Number: 26-341-01
To: City Council
From: Michelle LaBree, Assistant City Manager
Date: 2026-10-20
Subject: After hearing testimony and other evidence presented and then making findings of fact and if then adjudging 27 Kilby Street to be a dangerous building or a nuisance pursuant to 17 M.R.S.A §§ 2851-2859, the City Council now makes the following orders to abate the nuisance and appropriate corrective actions taken.

RECOMMENDATION
The City Council will make the following orders to abate the nuisance and appropriate corrective actions taken by order of a vote.

Background Information:

Legal Review Status:
N/A

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):
Ordered_Corrective_Action_-_Dangerous_Building.pdf

ORDERED CORRECTIVE ACTION

Pursuant to 17 M.R.S.A. §§ 2851-2859

Dangerous Buildings

THEREFORE IT IS ORDERED that the property is to be immediately secured within 24 hours.

AND BE IT FURTHER ORDERED that any and all rubbish, debris, vehicles, equipment, household/human waste, and hazardous materials are to be removed from the property and properly disposed and the property maintained free of debris and plant growth within 30 days.

AND BE IT FURTHER ORDERED that to protect the health, safety, and welfare, the dangerous building or nuisance property is to be immediately abated (building or property removed/ disposed/ secured.)

AND BE IT FURTHER ORDERED, if the owner or party in interest demonstrates the ability and willingness to satisfactorily rehabilitate the property by submitting and having a rehabilitation plan approved by the City Manager within 30 days of recording this Order and carrying out such rehabilitation plan in a timely manner, the Order to immediately abate the dangerous building or nuisance property may be delayed. Such rehabilitation plan must include:

- At a minimum, all deficiencies listed as part of the findings of fact as herein set forth are corrected;
- The property is rehabilitated and brought into compliance with all applicable State and Local Codes and meets all permitting and inspection requirements;
- There shall be no occupancy or use of the building until the property has been satisfactorily rehabilitated.

AND BE IT FURTHER ORDERED that the City Clerk record this Order in the York County Registry of Deeds and cause attested copies of this Order to be served upon the persons as required by law.

AND BE IT FURTHER ORDERED that, if this Order is not complied with, the City Manager is hereby authorized and directed to ask for bids for the abatement (buildings or property removed/ disposed/ secured) of the dangerous building or nuisance property.

AND BE IT FURTHER ORDERED that, if this Order is not timely complied with and no timely appeal is taken, the City Manager may undertake the ordered corrective action at municipal expense and recover all expenses, including reasonable attorney's fees, by means of a special tax or civil action.

This decision may be appealed to Superior Court pursuant to Maine Rule of Civil Procedure 80B.

Memo

Number: 26-319-01
To: City Council
From: Alix Burbank, Building & Permit Safety Specialist
Date: 2026-10-20
Subject: Ordered, the City Council hereby ordains amendments to the City of Sanford General Assistance Ordinance. (This item must be read on two separate occasions. This is the first reading.)

RECOMMENDATION

First reading of amendments to the City of Sanford General Assistance Ordinance. (This item must be read on two separate occasions. This is the first reading.)

Background Information:

These are annual adjustments recommended by the Department of Health and Human Services as derived by an analysis performed by the Maine Municipal Association. The adjustment will coincide with significant increases in local housing costs. See attached documents.

Legal Review Status:

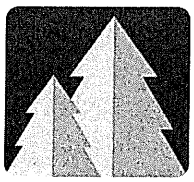
Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

2026 GA Ordinance.pdf
2026-2027 GA Maximums.pdf

GENERAL ASSISTANCE ORDINANCE



MAINE MUNICIPAL
ASSOCIATION SINCE 1936

Prepared by Maine Municipal Association
September 2026

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ARTICLE I – Statement of Policy

The Municipality of _____ administers a general assistance (GA) program available to all persons who are eligible pursuant to the standards provided in this ordinance, state law (22 M.R.S. §§ 4301-4326), and Department of Health and Human Services (DHHS) regulations.

The program will make every effort to recognize the dignity of applicants while helping eligible persons achieve self-maintenance by promoting the work incentive. When possible, the program will connect recipients with rehabilitative, preventive, and protective services to alleviate non-financial needs. The GA program will not place unreasonable restrictions on the personal rights of applicants or recipients, nor will it discriminate based on sex, age, race, nationality, religion, sexual orientation, or disability. The municipality is committed to including qualified individuals with disabilities in municipal services, programs, and activities. As a result, the municipality will promote a GA program, that when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. GA applicants with physical or mental disabilities that require a reasonable accommodation in order to access and/or utilize the GA program are encouraged to contact the municipality to make an accommodation request.

The program provides trauma-informed services and culturally and linguistically appropriate services to all applicants. "Trauma-informed services" means services that acknowledge and are informed by the widespread effects of trauma and recognize the potential paths for recovery; recognize the unique signs and symptoms of trauma in applicants, clients, families and staff; respond by fully integrating knowledge about trauma into policies, procedures and practices; and seek to actively avoid retraumatization. "Culturally and linguistically appropriate services" means services that are designed to serve culturally diverse populations in a person's preferred language; function effectively within the context of cultural beliefs, behaviors and needs presented by a person who applies to or is a recipient of assistance from the program and the person's community; contribute to a work environment that supports diversity; promote community engagement; build trust and relationships with applicants and recipients; actively support and enable recipients to make informed choices; and value and facilitate the exchange of information with recipients. (22 M.R.S. § 4305(7)).

The Administrator will act promptly on all applications for assistance and requests for fair hearings and will provide GA applicants with information regarding their rights and responsibilities under the program. Within 24 hours after receipt of an application, the Administrator will provide the applicant a written decision, whether or not assistance is granted, that will state the specific reasons for the decision. The Administrator will also provide the applicant written notice that the applicant may appeal to the municipal fair hearing authority if dissatisfied with the decision. When an applicant is determined to be eligible, assistance appropriate to the need will be furnished within 24 hours after the completed application is submitted except when the Administrator issues non-emergency assistance conditionally on the successful completion of a workfare assignment *(see Ordinance § 5.6)*.

The Administrator will maintain complete and accurate records pertaining to each applicant and recipient. These records are confidential as a matter of law. (22 M.R.S. § 4306).

The Administrator will post notice stating the regular business hours when an application may be obtained, the designated business hours when an application may be accepted and processed, and

the Administrator, or other designated person/entity that will be available to take applications in an emergency at all other times.A copy of this ordinance and Maine GA law will be available to any member of the public upon request. Notice to this effect will be posted.

The Administrator will complete training including, but not limited to, the purpose of the GA program, the delivery of trauma-informed services and culturally linguistically appropriate services as defined above, and the laws governing the GA program's administration, procedures, and requirements no later than 120 days after appointment or election. (22 M.R.S. 4302-A).

ARTICLE II – Definitions

Section 2.1—Common Meaning of Words

Unless otherwise apparent or defined, all words in this ordinance will have their common meaning.

Section 2.2—Special Definitions

Administrator. See "General Assistance Administrator," below.

Applicant. A person who has submitted an application for GA directly or through an authorized representative, or who has, in an emergency, requested assistance without first completing an application. All persons on whose behalf an authorized application has been submitted or on whose behalf benefits have been granted shall be considered applicants.

Application Form. A standardized form used by the Administrator to allow a person to apply for GA benefits. The application form also confirms that a person has made an application. The application form is not complete unless signed by the applicant.

Basic Necessities. Food, clothing, shelter, fuel, electricity, potable water, non-elective essential medical services as prescribed by a physician, nonprescription drugs, basic telephone service where it is necessary for medical or work-related reasons, property taxes when a tax lien placed on the property threatens the loss of the applicant's place of residence, and any other commodity or service determined essential by the municipality.

"Basic necessities" do not include:

- Phone bills
- Cable or satellite dish television
- Mail orders
- Vehicle payments
- Credit card debt**
- Furniture
- Loan re-payments**
- Cigarettes
- Alcohol
- Pet care costs
- Vacation costs
- Legal fees
- Late fees
- Key deposits
- Security deposits for rental property (except when no other permanent lodging is available unless a security deposit is paid, and a waiver, deferral or installment arrangement cannot be made between landlord and tenant to avoid need for immediate payment of the security deposit in full). (22 M.R.S. § 4301(1)).

** Repayments of loans or credit will be treated as having been spent on basic necessities when the applicant can provide verification of this fact.

Case Record. An official file containing application forms; correspondence; narrative records and all other communications pertaining to an applicant or recipient; written decisions regarding

eligibility including reasons for those decisions and types and amounts of assistance provided; records concerning an applicant's request for fair hearing; and fair hearing decisions.

Categorical Assistance. All state and federal income maintenance programs.

Claimant. A person who has requested a fair hearing.

Deficit. An applicant's deficit is the appropriate overall maximum level of assistance for the household (see Ordinance § 6.8) less the household income (calculated pursuant to Ordinance § 6.7), provided that this calculation yields a positive number. If the household income is greater than the appropriate overall maximum level of assistance, the household has no deficit.

Disabled Person. A person who is presently unable to work or maintain a home due to a physical or mental disability that is verified by a physician or qualified mental health provider.

Dwelling Unit. A building or part thereof used for separate living quarters for one or more persons living as a single housekeeping unit. (22 M.R.S. § 4301(2)).

Earned Income. Wages or Income-in-kind derived by providing goods or services to an individual, company, organization, or other entity.

Eligible Person. A person who is qualified to receive GA benefits from the municipality according to the eligibility standards in this Ordinance, Maine law (22 M.R.S. ch. 1161), and DHHS regulations (10-144 C.M.R. ch. 323). If otherwise qualified, "Eligible Person" includes U.S. citizens; non-U.S. citizens who are lawfully present in the United States as described in 8 U.S.C. § 1621(a)(1)-(3); and non-U.S. citizens who are pursuing a lawful process to apply for immigration relief. Assistance for non-citizens pursuing a lawful process for immigration relief shall not exceed 24 months beginning with assistance provided after July 1, 2015. "Eligible Person" does not include a fugitive from justice as defined in 15 M.R.S. § 201(4). (See "Pursuing a Lawful Process," below)

Emergency. Any life-threatening situation, or a situation beyond the control of the individual which, if not alleviated immediately, could reasonably be expected to pose a threat to the health or safety of a person. At the municipality's option, it includes a situation which is imminent and which may result in undue hardship or unnecessary cost to the individual or municipality if not resolved immediately. (22 M.R.S. §§ 4301(4), 4308(2), 4310).

General Assistance ("GA") Program. A service administered by a municipality for the immediate aid of persons who are unable to provide the basic necessities essential to maintain themselves or their families. A GA program provides a specific amount and type of aid for defined needs during a limited period of time and is not intended to be a continuing "grant-in-aid" or "categorical" welfare program. This definition shall not lessen the municipality's responsibility to provide GA benefits to a person each time that the person is in need and is found to be eligible to receive GA. (22 M.R.S. § 4301(5)).

General Assistance ("GA") Benefits. Benefits provided to a person through the GA program.

General Assistance ("GA") Administrator. A municipal official designated to receive applications, make decisions concerning an applicant's right to receive assistance, and prepare records and communications concerning assistance. They may be an elected overseer or an authorized agent such as a town manager, welfare director, or caseworker. (22 M.R.S. § 4301(12)).

Homelessness. "Homelessness" means a situation in which a person or household is: (a) living in a place that is not fit for human habitation; (b) living in an emergency shelter; (c) living in temporary housing, including but not limited to a hotel, motel, campground, unlicensed campsite or rehabilitation facility; (d) exiting a hospital or institution licensed under 22 M.R.S. ch. 405 or a correctional facility where the person or household resided for up to 90 days if the person or household was in an emergency shelter or a place not fit for human habitation before entering the hospital, institution or correctional facility; (e) losing the person's or household's primary nighttime residence and lacking the resources or support networks to remain in that residence; or (f) fleeing or attempting to flee violence and has no other residence.

Household. "Household" means an individual or a group of individuals who share a dwelling unit. When an applicant shares a dwelling unit with one or more individuals, even when a landlord-tenant relationship may exist between individuals residing in the dwelling unit, eligible applicants may receive assistance for no more than their pro rata share of the actual costs of the shared basic needs of that household according to the maximum levels of assistance established in the municipal ordinance. The pro rata share is calculated by dividing the maximum level of assistance available to the entire household by the total number of household members. The income of household members not legally liable shall be considered as available to the applicant only when there is a pooling of income. (22 M.R.S. § 4301(6)). Residents of a Recovery Residence are not considered a shared household.

Income. "Income" means any form of earned or unearned income in cash or in kind received by the household including:

- Net remuneration for services performed;
- Cash received on either secured or unsecured credit;
- Payments received as an annuity, retirement or disability benefits;
- Veterans' pensions and/or benefits;
- Retirement accounts or benefits;
- Workers' compensation payments;
- Unemployment benefits;
- Federal and/or state tax returns;
- Income from pension or trust funds;
- Student loans;
- Benefits under any state or federal categorical assistance program such as TANF, Supplemental Security Income, Social Security and any other payments from governmental sources (unless specifically prohibited by any law or regulation);
- Court ordered support payments (e.g., child support);
- Household income from any other source, including relatives or unrelated household members; and
- Rental income.

The following items will not be considered as income or assets that must be liquidated for the purposes of deriving income:

- Real or personal income-producing property, tools of trade, governmental entitlement specifically treated as exempt assets by state or federal law;
- Actual work-related expenses, whether itemized or by standard deduction, such as taxes, retirement fund contributions, union dues, transportation costs to and from work, special equipment costs and childcare expenses; or
- Earned income of children below the age of 18 years who are full-time students and who are not working full-time.

In determining need, the period of time used as a basis for the calculation shall be a 30-day period commencing on the date of the application. This prospective calculation shall not disqualify an applicant who has exhausted income to purchase basic necessities, provided that the income does not exceed the income standards established by the municipality. (22 M.R.S. § 4301(7)).

- Benefits received pursuant to public benefit programs that are specifically exempt from being counted as income for purposes of GA. These programs include:
    - Supplemental Nutrition Assistance Program (SNAP) (7 U.S.C. § 2017(b))
    - Li-Heap (42 U.S.C. § 8624)
    - Family Development Accounts (22 M.R.S. § 3762)
    - AmeriCorp VISTA program benefits (42 U.S.C. § 5044 (f))
    - Property tax rebates issued under the Maine Property Tax Fairness Credit program, but only if the money is spent on basic necessities (22 M.R.S. § 4301(7))
    - ASPIRE Support Service Payments (10-144 CMR Chapter 323)

Initial Applicant. A person who has not previously applied for GA assistance in this or any other municipality.

Just Cause. A valid, verifiable reason that hinders an individual from complying with one or more conditions of eligibility or from attending a scheduled fair hearing. (22 M.R.S. §§ 4301(8), 4316-A(5)).

Landlord. A person who owns a property and allows another person to use that property in return for payment. (22 M.R.S. § 4301(8-B)).

Lump Sum Payment. A one-time or typically nonrecurring sum of money issued to an applicant or recipient. Lump sum payment includes, but is not limited to, retroactive or settlement portions of social security benefits, workers' compensation payments, unemployment benefits, disability income, veterans' benefits, severance pay benefits, or money received from inheritances, lottery winnings, personal injury awards, property damage claims or divorce settlements. A lump sum payment includes only the amount of money available to the applicant after required deductions have been taken from the gross lump sum payment. A lump sum payment does not include conversion of a non-liquid resource to a liquid resource if the liquid resource has been used or is intended to be used to replace the converted resource or for other necessary expenses. (22 M.R.S. § 4301 (8-A)).

Material Fact. A material fact is a fact that necessarily has some bearing on the determination of an applicant's GA eligibility, and which would, if disclosed to the Administrator, have some determinable effect on the calculation of eligibility or the issuance of a grant of assistance.

Maximum Levels of Assistance. The amount of financial assistance for a commodity or service as established in Ordinance § 6.8 or the actual cost of any such basic necessity, whichever is less.

Misconduct. For purposes of the GA work requirement (22 M.R.S. § 4316-A), misconduct shall have the same meaning as "misconduct" in 26 M.R.S. § 1043(23). *(See Ordinance Appendix I).* Generally, misconduct occurs when an employee violates their obligations to the employer. Employees who engage in a pattern of irresponsible behavior to the detriment of the employer's interest may also be found guilty of misconduct.

Misspent Income. Misspent income includes income-in-kind received, or paid for, by a GA repeat applicant from sources, including friends or relatives, for the payment of bills that are considered unnecessary costs, such as cable bills, credit card debt, court fines and related court costs, payments to reimburse a municipality for false representation, tobacco and alcohol products, and similar items. Misspent income will be considered as available to the applicant when determining use of income for the previous 30-day period.

Municipality. Any city, town or plantation administering a GA program.

Municipality of Responsibility. The municipality which is financially liable for the support of an eligible person at the time of application. (22 M.R.S. §§ 4301(9), 4307).

Need. The condition whereby a person's income, money, property, credit, assets, or other resources available to provide basic necessities for the individual and the individual's family are less than the maximum levels of assistance. (22 M.R.S. §§ 4301(10), 4308).

Net General Assistance Costs. Those direct costs incurred by a municipality in providing assistance to eligible persons according to standards established by the municipal officers. These do not include the administrative expenses of the GA program. (22 M.R.S. §§ 4301(11), 4311).

Operator. The lawful owner of a recovery residence or an individual or company designated by the lawful owner to have primary responsibility for the day-to-day operations of the recovery residence and for acquiring and maintaining certification pursuant to Title 5, section 20005, subsection 22 of the recovery residence in order to receive housing assistance payments through the GA program. (22 M.R.S. § 4301(11-A)).

Period of Eligibility. The time for which a person has been granted assistance. The period of eligibility may vary depending on the type of assistance provided; however, in no event shall this period extend beyond one month. (22 M.R.S. § 4309(1)).

Pooling of Income. "Pooling of income" means the financial relationship among household members who are not legally liable for mutual support in which there occurs any commingling of funds or sharing of income or expenses. This ordinance establishes a rebuttable presumption that persons sharing the same dwelling unit are pooling their income, except that applicants that who request assistance while residing in a Recovery Residence are not considered to be commingling funds. Applicants who request that the determination of eligibility be calculated as though one or more household members are not pooling their income have the burden of rebutting the presumed pooling of income.

Potential Resources. Sources of financial assistance, including programs, services, non-liquid assets or trusts which typically require people to apply in writing and/or wait a period of time before eligibility is determined or the potential income is released.

Pursuing a Lawful Process to Apply for Immigration Relief. Taking reasonable, good faith steps to apply for immigration relief within twelve months of arrival to the United States, with U.S. Citizenship and Immigration Services or before an immigration judge or federal court. (See DHHS regulation, 10-144 C.M.R. ch. 323, for additional guidance).

Real Estate. Any land, buildings, homes, mobile homes, and any other things affixed to the land. (22 M.R.S. § 4301(13)).

Recipient. A person who has applied for and is currently receiving GA.

Recovery Residence. "Recovery residence" means a shared living residence for persons recovering from substance use disorder that is focused on peer support, provides to its residents an environment free of alcohol and illegal drugs and assists its residents by connecting the residents to support services or resources in the community that are available to persons recovering from substance use disorder. 5 M.R.S. § 20003(19-D).

Registered Domestic Partner. An individual registered as the domestic partner of the applicant pursuant to 22 M.R.S. § 2710.

Rehabilitation Facility. An inpatient facility that is operated for the primary purpose of assisting in the rehabilitation of disabled persons through an integrated program of medical services and other services that are provided under competent professional supervision.

Repeat Applicants. All applicants for GA benefits that are not initial applicants are repeat applicants. For purposes of this ordinance "repeat" and "subsequent" shall have the same meaning.

Resident. A person who is physically present in a municipality with the intention of remaining in that municipality in order to maintain or establish a home, and who has no other residence. A person who applies for assistance in a municipality who is not a resident of that municipality, or any other municipality is the responsibility of the municipality where the person first applies. That municipality must take an application and grant assistance to the applicant if they are eligible, until they establish a new residence in another municipality. (22 M.R.S. § 4307).

Resources. Resources include any program, service, or other sources of support which are an alternative to or supplement for GA. There are two kinds of resources: "available" and "potential". Potential resources are programs, services, non-liquid assets, or trusts that typically require people to apply in writing and/or wait a period of time before eligibility is determined or the potential income is released.

Potential resources include, but are not limited to, state or federal assistance programs, employment benefits, governmental or private pension programs, available trust funds, support from legally liable relatives, child support payments, and jointly held resources where the applicant or recipient share may be available to the individual. (22 M.R.S. § 4317). Potential resources

include the TANF (previously known as AFDC) program, Food Stamps, fuel assistance (HEAP), subsidized housing, and similar programs.

Available resources include resources which are immediately available to the applicant or which can be conveniently secured by the applicant without delay, such as cash on hand or in bank accounts, assets for which there is an immediate and available market, or support from relatives which is being made available at the time of application and for which the applicant does not have to take any unreasonable steps to secure (e.g., relocation beyond the immediate region). At the discretion of the Administrator, a minimum balance required by a financial institution in order to obtain free checking or in order to maintain the account shall not be considered an available resource.

The Administrator reserves the right to inform GA clients of services, commodities or facilities made available by private organizations or charities; however, eligibility for GA benefits shall not be based or conditioned on the use of a private charitable resource(s).

30-Day Need. An applicant's 30-day need is the sum of the household's prospective 30-day costs, from the date of application, for the various basic necessities. For the purpose of this calculation, the 30-day cost for any basic need shall be the household's actual 30-day cost for the basic necessity or the maximum 30-day cost for the basic necessity as established by this ordinance, whichever is less.

Unearned Income. Unearned income is income acquired from investments and other sources unrelated to employment. Unearned income also includes unemployment compensation, taxable social security benefits, pensions, annuities, and distributions of unearned income from a trust or any other income not meeting the definition of earned income.

Unforeseen Repeat Applicants. A repeat applicant who has not applied for assistance within the last twelve months and who has been regularly employed or receiving support from a public benefit program or private source and who has unexpectedly become unemployed through no fault of their own or whose benefits (e.g., through an available resource) have ceased through no fault of their own.

Unmet Need. An applicant's unmet need is the household's 30-day need (established by Ordinance § 6.6) less the household income (calculated pursuant to Ordinance § 6.7), provided such a calculation yields a positive number. If the household income is greater than the household's 30-day need, the household does not have an unmet need.

Work Requirements. Work requirements are obligations the Administrator places on applicants as directed and/or authorized by 22 M.R.S. § 4316-A to the extent such obligations (1) ensure a continuing potential eligibility for GA when complied with, (2) result in ineligibility when violated, and (3) are not merely optional, discretionary, or advisory. Work requirements include registering for work, looking for work in good faith, accepting all suitable job offers, maintaining employment, performing workfare, and participating in training, educational, or rehabilitation programs that will assist the participant in securing employment.

ARTICLE III – Administrative Rules and Regulations

Section 3.1—Confidentiality of Information

Case records and all other information relating to a GA applicant or recipient are confidential and will not be disclosed to the general public. (22 M.R.S. § 4306).

Release of Information. Applicants, recipients, and their legal representatives have the right to review their case records. No record will be released to a third party unless the Administrator receives a signed consent form in which the applicant expressly authorizes the release of their records to the specified parties. Whenever the Administrator releases any information, they will make a notation in the applicant's file stating to whom the record was released and the date. The Administrator may charge a reasonable fee for reproduction of records.

Information from Other Sources; Penalty. Information concerning an applicant or recipient furnished to the municipality by DHHS or any other agency or institution pursuant to 22 M.R.S. § 4314, is confidential. The Administrator will also comply with laws requiring confidentiality of vital statistic records such as birth, marriage, and death records. (22 M.R.S. § 2706).

Any representative of a financial institution or any employer of a GA applicant who, upon receipt of a written release signed by the depositor/employee and a written request from the Administrator, refuses to provide necessary information to the Administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal. National banks are also obligated to disclose deposit information to the Administrator upon receipt of a written request and release signed by the depositor. Additionally, when a municipality or its agents are acting in accordance with section 4313(2) to verify eligibility for funeral or cremation benefits, an officer of a financial institution must disclose the amount deposited upon receipt of a written request from the municipality or its agents and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased. Any such person who refuses to provide information, without just cause, may be subject to a civil penalty of not less than $25 nor more than $100. Any person, including the applicant, who knowingly and willfully makes a false representation of a material fact to the Administrator commits a Class E crime. (22 M.R.S. §§ 4314, 4315).

Misuse of Information. Misuse of any information relating to an applicant or recipient is a punishable offense. (22 M.R.S. § 42(2)).

Section 3.2—Maintenance of Records

The Administrator will maintain complete and accurate program records. (22 M.R.S. § 4306). These records are necessary to: (a) document and account for municipal program expenditures; (b) document and support decisions concerning applicants and recipients; and (c) ensure relevant information is available for any fair hearing or judicial review of the Administrator's decisions.

Case Records. The Administrator will maintain a separate case record, in paper or digital format, for each applicant or recipient. Each case record will include at least:

- household applications;
- household budget sheets;

- the types and amounts of assistance provided;
- narrative statements describing the nature of the emergency situation whenever GA is granted in amounts greater than the applicant's mathematical eligibility (i.e., deficit or unmet need, whichever is less);
- written decisions;
- requests for fair hearings and the fair hearing authority decisions;
- workfare participation records;
- repayments to the municipality;
- narrative writings documenting the need for GA, the results of home visits, collateral information, referrals, changes in status;
- client authorization(s) for the release of GA information and/or reason(s) for the release of confidential information;
- adjustments in aid, and suspension or termination of eligibility;
- physician's documentation;
- Supplemental Security Income (SSI) interim assistance reimbursement authorization forms; and
- vendor forms

Case records will not include information that is irrelevant to the applicant's or recipient's application or the Administrator's decisions.

Retention of Records. GA records shall be retained for at least three full years. The three-year period shall coincide with the state government's fiscal year which begins July 1 and ends on the following June 30. Records may be destroyed after three years by supervised shredding, burning or an appropriate digital deletion/destruction process. If a recipient's records contain SSI reimbursement forms, the recipient's records should be retained so that the municipality may seek reimbursement.

ARTICLE IV – Application Procedure

Section 4.1—Right to Apply

Who May Apply. Any person may apply for GA. The head of the family, any other responsible household member, or an authorized representative must apply in person, except in special emergency situations (see Ordinance § 4.9) or when the applicant resides at an emergency shelter and the municipality has made an agreement with that emergency shelter to presume shelter residents eligible for GA benefits. (22 M.R.S. § 4304(3)). In such cases, the Administrator may require a representative to present a signed statement documenting that they are authorized to apply on behalf of the named applicant. The applicant or representative must complete a written application and any other forms necessary for the Administrator to determine eligibility. (22 M.R.S. §§ 4305, 4308). With notice, all members of the household receiving GA may be required to physically present themselves to the Administrator. Note that fugitives from justice are ineligible for GA benefits.

Telephone Applications. When a person has an emergency but is unable to apply in person due to illness, disability, lack of childcare, lack of transportation or other good cause, and they cannot send an authorized representative, the Administrator will accept an application by telephone. The telephone application is subject to written verification by mail and a visit to the applicant's home with their permission. (22 M.R.S. § 4304).

Written Application Upon Each Request. Each request for assistance will be administered in accordance with these guidelines, and the Administrator will make an independent determination of eligibility for GA each time a person applies. (22 M.R.S. §§ 4308, 4309).

Applications Available/Accepted; Posted Notice. Any person may obtain an application for GA during the municipality's regular business hours. Applications will be accepted and processed during designated daily hours that will not total less than 50% of the municipality's regular business hours. In an emergency, however, the Administrator or their designee will be available to accept applications for assistance whenever necessary.

The municipality will post notice stating the regular business hours when an application may be obtained, the designated daily hours during which applications for assistance will be accepted and processed; and contact information for the Administrator available to take emergency applications at all other times. In addition, the posted notice shall state that the municipality must issue a written decision on all applications within 24-hours and will include the DHHS toll-free telephone number for reporting alleged violations or complaints. (22 M.R.S. § 4304).

Section 4.2—Application Interview

Except when it is impractical, the Administrator will interview each applicant in person before making a decision. Interviews will be conducted in private, although the applicant may be accompanied by a legal representative, friend, or family member.

Section 4.3—Contents of the Application

An application must contain the following information:

a) the applicant's name, address, date of birth, SSN or appropriate United States Customs and Immigration Services (USCIS) documentation, and phone number;
b) the names, date(s) of birth, and SSN(s) or appropriate USCIS documentation of other household members for whom the applicant seeks assistance;
c) the total number of individuals living with the applicant;
d) employment and employability information;
e) a listing of all household income, resources, assets, and property;
f) the applicant's household expenses;
g) the types of assistance requested;
h) a statement of the penalty for false representation;
i) the applicant's permission for the Administrator to verify information;
j) the signature of applicant and date.

If an initial applicant is unable to provide identification records (e.g., SSN card/number) because the record may have been lost, stolen or misplaced, the Administrator may allow the initial applicant a reasonable amount of time (e.g., five working days), to obtain copies of identification records. Provided the initial applicant makes a good faith effort to obtain the item/record sought, GA benefits necessary to cure an immediate and/or emergency need shall not be withheld. In such cases the Administrator may elect to provide a prorated amount of GA (e.g., five days' worth), while the applicant attempts to obtain the required information.

Section 4.4— GA Administrator's Responsibilities at the Time of Application

The Administrator will inform all applicants of: (1) their rights and responsibilities; (2) general program requirements for applying for and receiving GA, and (3) application requirements, eligibility guidelines, applicant rights, and applicant reimbursement obligations.

Application Requirements. The Administrator will help applicants complete application forms and inform applicants of any other information or documents necessary to evaluate the applicant's eligibility. The Administrator will fully explain the purpose of any forms consenting to release of the applicant's information and any benefit reimbursement agreements before the Administrator requests the applicant's signature or written authorization.

Eligibility Requirements. The Administrator will inform the applicant, either orally or in writing, of the eligibility requirements of the program, including:

- the income standard of need;
- the applicant's ongoing use-of-income, work-related, and resource-related responsibilities, as described in the section immediately below;
- the reduction in assistance that results from spending household income on non-basic necessities;
- immigration status (see definition of "Eligible Person"); and
- the disqualification penalties associated with committing fraud, failing to perform work-related assignments without just cause, or failing to make a good faith effort to secure potential resources when the requirement to attempt to obtain those resources has been explained to the applicant in writing.

Applicant Rights. The Administrator will inform all applicants of their right to:

- review the municipal GA ordinance and Maine GA statute and regulations;

- apply for assistance;
- receive a written decision concerning eligibility within 24-hours after application;
- confidentiality of the application and other records;
- contact the DHHS with complaints;
- challenge the Administrator's decision by requesting a fair hearing.

Reimbursement/Recovery. The Administrator will inform the applicant/recipient that they must reimburse the municipality the amount of GA benefits they have been granted if they subsequently have the ability to pay. The municipality may also, as appropriate, contact and inform the applicant/recipient's legal representative of the recipient's obligation to repay the municipality.

The municipality may also recover the amount of assistance granted to a recipient during the previous 12 months from any relative legally liable for the applicant's support, such as a spouse, or the parents of persons under the age of 25. (*See Article VIII, "Recovery of Expenses*"). (22 M.R.S. §§ 4318, 4319). Whenever applicable, the Administrator will explain the liens a municipality may place against a recipient's real or personal property, such as the mortgage or capital improvement lien, the Workers' Compensation lump sum payment lien, or the SSI "Interim Assistance Agreement" lien, described in Article VIII, "Recovery of Expenses."

Section 4.5—Responsibilities of the Applicant at Time of Application

The applicant is responsible to provide accurate, complete, and current household information and verifiable documentation at the time of each application concerning:

- Income
- Resources
- Assets
- Employment
- Use of income
- Names and addresses of any relatives legally liable for the applicant's support
- Any change in this information from a previous application that would affect household eligibility. (22 M.R.S. § 4309).

In addition, the applicant must accurately report and provide verifiable documentation that shows the applicant:

a) has remained employed, if previously employed, and has not quit work without just cause or been discharged from employment for misconduct;
b) has been seeking employment, if previously unemployed or employed on a part-time basis, has accepted any suitable offer of employment, and has satisfactorily performed all workfare assignments or had just cause not to perform those assignments;
c has made use of all available and potential resources when directed in writing to such a program by the Administrator, including, but not limited to, other government benefit programs or the assistance of liable relatives of sufficient means; and
d) has participated in any training, retraining, educational or rehabilitative program when appropriate and when directed in writing to such a program by the Administrator, in order to diminish the applicant's need for GA. (22 M.R.S. §§ 4316-A, 4317).

Section 4.6—Action on Applications

Written Decision. The Administrator will issue a written decision concerning the applicant's eligibility within 24 hours after the applicant submits a written application. Assistance will be furnished to eligible applicants within that period except when the municipality is permitted by law (and pursuant to Ordinance § 5.6) to issue assistance conditionally on the successful completion of a workfare assignment. (22 M.R.S. §§ 4305, 4316-A, 4321). A written decision will be given each time a person applies, whether assistance is granted, denied, reduced, or terminated.

Content of Decision. The Administrator's written decision will contain:

a) the type and amount of benefits granted, or the applicant's ineligibility for benefits;
b) the period of eligibility if the applicant is eligible for assistance;
c) the specific reasons for the Administrator's decision;
d) the applicant's right to a fair hearing; and
e) the applicant's right to notify the DHHS if they believe the municipality has acted illegally. (22 M.R.S. § 4321).

Section 4.7—Withdrawal of an Application

An application will be considered withdrawn if the applicant requests in writing that the application be withdrawn; or if the applicant refuses to complete or sign the application or any other document needed by the Administrator.

Section 4.8—Temporary Refusal to Accept Application

Under special circumstances, the Administrator may temporarily refuse to accept applications. Such circumstances include, but are not limited to, the following:

a) When the applicant's conduct is abusive, disruptive, or harassing, or when the applicant is under the influence of drugs or alcohol. In these situations, the applicant will be asked to leave; if the applicant refuses to leave, the police may be summoned. The applicant will be informed that an application will only be accepted when their conduct is under control.
b) If the Administrator believes that an applicant's behavior presents a threat to the health or safety of the public or to a municipal employee, if the applicant's behavior is violent, or if an applicant has engaged in abusive, disruptive or harassing behavior and has been required to leave on more than one occasion, the applicant may be required to designate a third party to apply for assistance on their behalf and the applicant may be prohibited from entering the municipal building;
c) When a third person applies for assistance on behalf of the applicant that person may be required to provide written verification that they have been duly authorized to act as a representative for the applicant. (22 M.R.S. § 4308).

Section 4.9—Emergencies

An "emergency" means any life-threatening situation, or a situation beyond the control of the applicant which if not alleviated immediately could reasonably be expected to pose a threat to the health or safety of the applicant or a member of the household. (22 M.R.S. § 4301(4)). An emergency includes homelessness or imminent homelessness. Even if an applicant is otherwise ineligible to receive GA benefits, unless they are disqualified as provided below, emergency

assistance may be granted to applicants who lack sufficient income and resources to meet the emergency need and also have not had sufficient income and resources to avert the emergency. (22 M.R.S. § 4308).

A municipality may provide emergency assistance when the municipality determines that an emergency is imminent and that failure to provide assistance may result in undue hardship and unnecessary costs to either the applicant or the municipality.

Disqualification for Emergency Assistance. A person who is currently disqualified from receiving GA due to a violation of Ordinance §§ 5.5, 5.6, 5.7, 5.8, 5.9 or 6.4 is ineligible to receive emergency assistance. (22 M.R.S. § 4308(2)(A)). However, dependents of a disqualified person may be eligible for assistance. For the purposes of this section, "dependents" are defined as: (1) a dependent minor child; (2) an elderly, ill or disabled person; or (3) a person whose presence is required to provide care for any child under the age of 6 years or any ill or disabled member of the household. (22 M.R.S. § 4309(3)).

If one or more members of a household are disqualified and assistance is requested for the remaining dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

Assistance Prior to Verification. Whenever an applicant informs the Administrator that they need assistance immediately, the Administrator will grant, pending verification, the assistance within 24 hours, provided that:

a) after interviewing the applicant the Administrator has determined that the applicant will probably be eligible for assistance after a verification of information is completed; and
b) the applicant submits documentation when possible, to verify their need. The Administrator may contact at least one other person to confirm the applicant's statements about his/her need for emergency assistance. No further assistance will be authorized until the applicant's eligibility is confirmed. (22 M.R.S. § 4310).

Benefits provided prior to verification are limited as follows:

a) The authorization of benefits may not exceed 30 days.

b) Until there has been full verification confirming the applicant's eligibility, further benefit may not be authorized.

c) The authorization of benefits may not exceed levels of assistance established in 22 M.R.S. § 4308. (22 M.R.S. § 4310(4)).

Telephone Applications. If a person has an emergency need and cannot apply in person due to illness, disability, lack of transportation, or other good cause, and if there is no authorized representative who can apply on behalf of the applicant, the Administrator shall accept an application over the telephone. (22 M.R.S. § 4304).

Assistance will not be granted after a telephone application if the applicant refuses to allow the Administrator to verify information provided by the applicant either by visiting their home or by mail, and the Administrator cannot determine eligibility through any other means.

Limitation on Emergency Assistance. Applicants are not automatically eligible for emergency assistance. If an applicant had income which could have been used to prevent all or part of an emergency, but they spent that income on items which are not basic necessities, the applicant will not be eligible to receive GA to replace the misspent money. (22 M.R.S. §§ 4308(2) & 4315-A).

All applicants must provide the Administrator with verifiable documentation demonstrating that the applicant lacked sufficient income to avert the emergency situation. According to the following criteria, the Administrator may limit emergency assistance to cover only the difference between the amount of money necessary for the household to avoid the emergency and the amount of income available to the household during the applicable time period.

a) The applicable time period shall be the 30 days preceding the application for emergency assistance, except in those cases where the emergency was created by a negative account balance for a commodity or service (such as rent, mortgage, or utility payments), and the negative account balance was created over a longer period of time. In such cases, the applicable time period shall be the consecutive length of time the account balance has been in the negative.
b) The Administrator shall seek from the applicant all information pertinent to the applicant's ability to provide for their basic necessities for the applicable time period, including evidence of all income and resources received over that period of time.
c) The Administrator shall calculate all costs per month for the household's basic necessities during the applicable time period, consistent with the maximum levels established by this ordinance for the specific basic necessity or the actual monthly cost, whichever is less, including all costs associated with averting the particular emergency situation for which the applicant is seeking assistance.
d) From the total household costs for basic necessities during the applicable time period, the Administrator shall subtract the total income and lump sum payments available to the household for the applicable time period, as well as the total GA actually received during the applicable time period.
e) The Administrator may restrict the issuance of emergency assistance to the difference yielded by the computation in subsection (d), even when such a grant will not totally alleviate the emergency situation.
f) The Administrator may waive this limitation on emergency assistance in life threatening situations or for initial applicants; that is, persons who have never before applied for GA.
g) Nothing in these criteria may be construed as prohibiting a municipality from electing to alleviate an emergency situation in the most cost-effective manner available, provided such a determination of eligibility for emergency assistance is in conformance with GA law.

The municipality cannot exceed maximum levels of assistance for an applicant household for more than 30 days in a 12-month period when assistance is granted for housing in a hotel, motel, inn or other lodging place.

Section 4.10—Residence

The Administrator shall provide GA to all eligible applicants who are residents of this municipality. A resident is a person who has no other residence, is physically present in this municipality and who intends to remain here and establish a household.

The municipality also recognizes its responsibility to provide assistance to eligible persons who apply here and who are not residents of this municipality or any other municipality. If a person who is not a resident of any municipality applies in this municipality first, the Administrator will determine their eligibility and, if eligible, will grant assistance until they establish a residence in another municipality. (22 M.R.S. § 4307).

Moving/Relocating. The municipality will not consider moving or transporting an applicant or recipient into another municipality unless the person requests assistance to relocate to another municipality. If the Administrator determines the applicant is eligible and grants financial assistance to help with the requested relocation, this municipality will be responsible for providing assistance to the applicant for 6 months after they move including processing applications and determining eligibility for assistance.

Institutions. If a resident of this municipality enters an institution located in another municipality (such as a group home, shelter, rehabilitation center, nursing home, or hospital) and requests assistance while at the institution, they will be the responsibility of this municipality for up to 12 months after they enter the institution if the conditions of 22 M.R.S. § 4307 and § 4313 are met. The municipality thereafter retains responsibility for an applicant in an institution only if the applicant has maintained a home in this municipality to which they intend to return. The municipality also recognizes its responsibility for applicants residing in an institution in this municipality if such an applicant had no residence prior to entering the institution. (22 M.R.S. § 4307(4)).

Temporary Housing. Hotels/motels and similar places of temporary lodging are considered institutions if the municipality grants financial assistance for, makes arrangements for, or advises or encourages an applicant to stay in temporary lodging.

Note: A municipality which illegally denies housing assistance will be responsible for the applicant for up to 12 months if, as a result of the denial, the applicant stays in temporary lodging. The municipality may also be subject to other penalties. (22 M.R.S. § 4307(4)).

Disputes. When the Administrator believes that an applicant is a resident of another municipality, but that municipality disputes its responsibility, the Administrator will notify DHHS' Augusta office (287-3654 or 1-800-442-6003). If the applicant applies in this municipality first, the Administrator will determine their eligibility and, if eligible, will grant assistance until the DHHS has concluded which municipality is responsible for providing assistance. If another municipality was responsible, the DHHS will recover the amount due from the other municipality. (22 M.R.S. §§ 4307(5), 4307(6)).

ARTICLE V – Eligibility Factors

A person will be eligible for GA if they are an "Eligible Person" as defined in section 2.2, is in need, and has complied with the eligibility requirements set forth below. (*For guidance in determining whether an applicant is an Eligible Person, contact DHHS at (800) 442-6003 (TTY: 287-6948)).*

Section 5.1—Initial Application

Initial Application. For initial applicants, need will be the sole condition of eligibility, except that all applicants, including initial applicants, are disqualified for a defined period (1) for quitting employment without just cause or for being discharged from employment for misconduct *(see Ordinance § 5.5)* or (2) who are fugitives from justice as defined in 15 M.R.S. § 201(4), (22 M.R.S. § 4301(3)). An initial applicant is a person who has never before applied for GA in any municipality in Maine. (22 M.R.S. § 4308(1)).

"Need" means that the applicant's income (including prorated income, where applicable), property, credit, assets or other resources are less than the overall maximum level of assistance contained in Ordinance § 6.8 or the applicant's 30-day need, whichever is less, and they do not have adequate income or other resources available to provide basic necessities.

Repeat Applicants. Persons who are not initial applicants are repeat applicants; these are persons who have previously applied for GA at some time, including persons on whose behalf a GA application was previously made at any time, provided that the applicant was not a dependent minor in the household at the time of the previous application. To be eligible for GA, repeat applicants must be in need and meet all other eligibility requirements. The eligibility of repeat applicants may also be adversely affected to the extent they have not used their income and resources to secure basic necessities.

Section 5.1A – Presumptive Eligibility

A person who is provided shelter in an emergency shelter for the homeless located in the municipality shall be presumed to be an eligible person. Presumed eligibility may not exceed 30 days within a 12-month period. After the period of presumed eligibility, full eligibility must be verified before assistance will be issued. When presumptive eligibility is determined under this section, no other municipality may be determined to be the municipality of responsibility during that 30-day period.

Section 5.1B – Recovery Residences

The Administrator will not deny GA benefits to a person for the sole reason that the person is residing in a recovery residence. Beginning July 1, 2022, housing assistance will not be provided to a person residing in a recovery residence that has not been certified in accordance with 5 M.R.S. § 20005(22), except that the person may receive housing assistance while residing in an uncertified recovery residence for one 30-day period only. The Administrator will inform the person of the requirements and time limits regarding recovery residences. A person who is ineligible for housing assistance under this subsection may remain eligible to receive GA for other basic necessities. Upon request by a person residing in a certified recovery residence, who has been determined eligible for housing assistance, housing assistance payments will be issued to the operator of the certified recovery residence instead of to a landlord.

Section 5.2—Eligibility for Categorical Assistance

Receipt of categorical assistance will not disqualify an otherwise eligible person. Benefits received from other assistance programs will be considered as income when determining need, with the exception of Food Stamps, which will not be counted as income or resources or otherwise taken into consideration when determining need. (7 U.S.C. § 2017 (b)).

In addition, fuel assistance (HEAP/ECIP) received by an applicant will not be considered as income; that is, the Administrator will always compute the heating needs of an applicant who has received HEAP or ECIP as if that applicant paid all costs associated with their fuel needs. (42 U.S.C. § 8624(f)). When an applicant has received HEAP or ECIP, GA heating energy needs will be calculated pursuant to Ordinance § 6.7, subsection (c) under "Types of Income". For several additional exceptions please refer to the definition of "Income" in this Ordinance (see Ordinance § 2.2, page 7, subsection 4).

Applicants or recipients must apply for other program benefits within 7 days after being advised in writing to do so by the Administrator. Persons who, without just cause, make no good faith effort to obtain a potential resource will be disqualified from receiving assistance until they make a good faith effort to obtain the benefit. (22 M.R.S. § 4317).

Section 5.3—Personal Property

a) **Liquid Assets.**

No person owning assets easily convertible into cash, including but not limited to, bank deposits, stocks, bonds, certificates of deposit, retirement accounts, life insurance policies and other marketable security will be eligible for GA unless and until they use these assets to meet their basic needs, and thereby exhausts them. At the discretion of the Administrator, liquid assets need not include a reasonable minimum balance necessary to obtain free checking. Although one checking account per household may be allowed, any monies over the minimum required to obtain free checking are to be considered available liquid assets.

b) **Tangible Assets.**

No person owning or possessing personal property, including but not limited to: a motor vehicle (except as provided immediately below in subsection c), or a boat, trailer, recreation vehicle or other assets that are convertible into cash and are non-essential to the maintenance of the applicant's household will be eligible for GA. Exceptions may be made when a person is making an initial application or is an unforeseeable repeat applicant as defined in Ordinance § 2.2 or when reasonable efforts to convert assets to cash at fair market value are unsuccessful. Tools of a trade, livestock, farm equipment and other equipment used for the production of income are exempt from the above category and are not considered available assets.

c) **Automobile Ownership.**

Ownership of one automobile per household will not make a person ineligible for assistance if such vehicle is essential for transportation to employment or for seeking employment, obtaining medical care, rehabilitation, or training facilities, or for any other reason the GA Administrator determines reasonable for the maintenance of the applicant's household. GA recipients who own an automobile with a market value greater than $8,000 may be required, with 7-day's written notice, to make a good faith effort to

trade that automobile for an automobile with a market value of less than $8,000. Any income received by the applicant by virtue of such a trade down must be used for their basic necessities. Failure to liquidate or trade down the excess value of any automobile asset can result in disqualification. (22 M.R.S. § 4317).

The Administrator will neither pay nor consider as necessary any car payment or vehicle maintenance cost, including insurance, for which the applicant is responsible. However, if the vehicle's value is $8,000 or less and the applicant is utilizing the vehicle for an "essential" reason (see above), the Administrator may choose to not consider reasonable car payments, reasonable car insurance or reasonable associated costs of maintenance as "misspent" income. GA for travel-related needs shall be computed in accordance with Ordinance § 6.8(F)(7), (8) "Work Related/Travel Expenses."

d) Insurance.

Insurance available to an applicant on a non-contributory basis or required as a condition of employment will not be a factor in determining eligibility for GA. Life insurance with a cash surrender value may, at the discretion of the Administrator, be considered as a tangible asset.

e) Transfer of Property.

Applicants who transfer assets for less than fair market value to someone else solely for the purpose of establishing eligibility for GA will not be granted GA benefits to replace the uncompensated value of the transferred asset. Assistance will be denied within a 120-day limit up to the uncompensated value of the asset which was transferred unless the transfer of asset is fraudulently misrepresented, in which case a 120-day disqualification will be issued. There will be a presumption that the applicant transferred their assets in order to be eligible for GA whenever property is sold for less than the fair market value or when the transfer occurred within 30 days prior to applying for GA unless the applicant can demonstrate the existence of a good faith transaction.

Section 5.4—Ownership of Real Estate

a) **Principal Residence.**
Solely for purposes of GA, the applicant's principal residence, including any adjoining land, is considered an exempt resource, even if temporarily unoccupied because of employment, job training, education, illness, or disaster, provided the applicant demonstrates an intent to return. If the applicant owns land in excess of the minimum lot size for the zone or district in which the home is located, that land may be considered a potential resource if:

1. The applicant has received GA for the last 120 consecutive days; and
2. The applicant has the legal right to sell the land (e.g., any mortgagee will release any mortgage, any co-owners agree to the sale, zoning or other land use laws do not render the sale illegal or impracticable); and
3. The applicant has the financial capability to put the land into a marketable condition (e.g., the applicant can pay for any necessary surveys); and
4. The land is not utilized for the maintenance and/or support of the household; and
5. A knowledgeable source (e.g., a realtor) indicates that the land in question can be sold at fair market value, for an amount which will aid the applicant's financial rehabilitation; and
6. No other circumstances exist which cause any sale to be unduly burdensome or inequitable.

If conditions above are met, the Administrator may condition the receipt of future assistance on the applicant's good faith efforts to sell, or render saleable, land which could be used to provide necessary support for the applicant (e.g., the applicant owns 100 "excess" acres. Sale of 10 of the acres would provide for the necessary support; therefore, the entire 100 acres need not be sold at the present time.) Assistance shall not be denied during the time that the applicant is making a good faith effort to sell or render saleable the land in question.

Once the applicant ceases to receive assistance the obligations under this section shall also cease.

b) **Other Property.**
If the applicant or dependents own real property other than that occupied as the principal residence, continued GA eligibility will depend on the applicant making a reasonable effort to:

1. Dispose of the property at fair market value in order to convert the property into cash which can be applied toward meeting present need; or
2. Obtain a loan against such property which may be used to meet present need. Applicants who transfer their excess property to a third party in order to become eligible for GA will be ineligible.

If an applicant is granted assistance in the form of a mortgage payment or capital improvement payment, the municipality may claim a lien against the property. The lien shall not be enforceable until the sale of the property or upon the death of the recipient *(see also Ordinance § 6.8)*. 22 M.R.S. § 4320.

Section 5.5—Work Requirement

All GA recipients are required to register for work, look for work, work to the extent of available employment, and otherwise fulfill the work requirements, unless the applicant is exempt from such requirements as provided below.

Employment; Rehabilitation. All unemployed applicants and household members who are 16 years of age or older and who are not attending a full-time primary or secondary school intended to lead to a high school diploma will be required to accept any suitable job offer and/or meet with job counselors, attend employment workshops and rehabilitative services, except as provided below *(see "Exemptions")*. Applicants must demonstrate to the Administrator that they are available for work and are actively seeking employment.

A "suitable job" means any job, which the applicant is mentally and physically able to perform. "Available for work" means that applicants must make themselves available for work during normal business hours prevailing in the area and show that no circumstance exists which would prevent them from complying with the work requirement.

Verification. Unemployed applicants or applicants employed on a part-time basis must provide verifiable documentation of their pursuit of employment at the time of each application. At a minimum, such documentation will consist of a list of the employers contacted, the date and time of the application contact, and the name of the employer representative contacted. "Pursuit of Employment" means actually submitting a written application or applying for a job in person when reasonable or submitting a written application or letter of inquiry to employers.

For the duration of any repeat applicant's period of unemployment or partial employment, the Administrator will establish the number of employers per week to whom each non-exempt applicant shall be required to apply in order to fulfill their work search requirements. The number of weekly employer contacts required by the Administrator shall be reasonably related to the number of potential employers in the region and the number of hours per week the applicant has available for work search activities after considering all time the applicant must devote to existing employment obligations, workfare obligations, and required classroom or on-site participation in job training, educational, or rehabilitation programs. Fulfillment of these requirements will not be expected at the time of the initial application but will be a condition of eligibility for subsequent assistance.

Ineligibility. After being granted assistance at the time of initial application, applicants will be considered ineligible for further assistance for 120 days if they, without just cause:

a) refuse to register for employment with the Maine Job Service;
b) refuse to search diligently for employment when the search is reasonable and appropriate; recipients who unreasonably seek work at the same places repeatedly will not be considered to be performing a diligent work search and will be disqualified;
c) refuse to accept a suitable job offer;
d) refuse to participate in an assigned training, education or rehabilitation program that would assist the applicant in securing employment;
e) fail to be available for work; or
f) refuse to participate or participate in a substandard manner in the municipal work program *(see Ordinance § 5.6)*.

Ineligibility Due to Job Quit or Discharge for Misconduct. No initial or repeat applicant who has quit their full-time or part-time job without just cause or who has been discharged from employment for misconduct *(see definition in Appendix I)* will be eligible to receive GA of any kind for 120-days from the date the applicant is separated from employment. (22 M.R.S. §§ 4301(8), 4316-A (1-A)).

Just Cause. Applicants will be ineligible for assistance for 120 days if they refuse to comply with the work requirements of this section without just cause. With respect to any work requirement, just cause will be considered to exist when there is reasonable and verifiable evidence that:

a) the applicant has a physical or mental illness or disability which prevents them from working;
b) the work assignment pays below minimum wages;
c) the applicant was subject to sexual harassment;
d) the applicant is physically or mentally unable to perform required job tasks, or to meet piece work standards;
e) the applicant has no means of transportation to or from work or a training or rehabilitation program;
f) the applicant is unable to arrange for necessary childcare or care of ill or disabled family members; or
g) any reason found to be good cause by the Maine Department of Labor (DOL), or any other verifiable reason the Administrator considers reasonable and appropriate will be accepted as just cause. (22 M.R.S. § 4316-A(5)).

Applicant's Burden of Establishing Just Cause. If the Administrator finds that the applicant has violated a work-related rule without just cause, it shall be the responsibility of the applicant to establish the presence of just cause. (22 M.R.S. § 4316-A).

Eligibility Regained. Persons who are disqualified for 120 days because they violated a work requirement may regain their eligibility if and only when they become employed or otherwise satisfy the Administrator that they are complying with the work requirement by fulfilling the work requirement(s) the person violated.

For the purpose of regaining eligibility by becoming employed, "employment" shall mean employment by an employer as defined in 26 M.R.S. § 1043 or the performance of a service for an employer who withholds from the employee a social security tax pursuant to federal law.

The special provisions regarding the opportunity to regain eligibility after a disqualification for workfare violations are detailed in Ordinance § 5.6, under "Eligibility Regained."

Dependents. Failure of an otherwise eligible person to comply with the work requirements shall not affect the eligibility of any member of the person's household who is not capable of working, including:

a) a dependent minor child;
b) an elderly, ill, or disabled person; and
c) a person whose presence is required in order to provide care for any child under 6 years of age or for any ill or disabled member of the household. (22 M.R.S. § 4309(3)).

If one or more member(s) of a household is disqualified and assistance is requested for those remaining members of the household who are dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

Exemptions. The above work requirements do not apply to any person who is elderly, physically or mentally ill or disabled. Any person whose presence is required to care for any pre-school age child or for any ill or disabled member of the household is also exempt from these requirements.

The requirements of this section will not be imposed so as to interfere with an applicant's existing employment, ability to pursue a bona fide job offer, ability to attend an interview for possible employment, classroom participation in a primary or secondary educational program intended to lead to a high school diploma, classroom or on site participation in a training program which is either approved by the DOL or determined by the DOL to be expected to assist the applicant in securing employment, or classroom participation in a degree-granting program operated under the control of the DOL.

Section 5.6—Municipal Work Program

Each applicant and any member of the household who is capable of working may be required to perform work for the municipality, including work for a non-profit organization, as a condition of receiving assistance. (22 M.R.S. § 4316-A(2)).

As part of the municipal work program, the municipality can require recipients to participate in training, education, or rehabilitative programs that will assist the recipient in securing employment. The work requirement provisions found in Ordinance § 5.5 regarding just cause, dependents, and exemptions also apply to the municipal workfare program.

Consent. Persons assigned to the work program are required to sign a form stating that they understand the requirements of GA and the work program. Before signing the form, the Administrator will read it to the applicants or allow the applicants to read it themselves. The form will also state the number of hours the applicants must work and the hourly rate by means of which the duration of the work assignment is calculated. In addition, the consent form shall describe the consequences of failing to adequately perform part or all of the workfare or workfare-first assignment.

Subtracting Value of Workfare Performed from Client's GA Debt. Pursuant to 22 M.R.S. § 4318, individuals who received GA benefits are obligated to repay the municipality when and if they become able (see Ordinance Article VIII). However, persons performing workfare shall have the value of the workfare performed deducted from any and all GA debt including GA liens (e.g., Workers' Compensation Settlement, SSI Retroactive Payment, Capital Improvement, Home Mortgage) that might exist against their settlements, payments or other such property.

Limitations. The work requirement is subject to the following limitations. (22 M.R.S. § 4316-A(3)).

1) No person shall, as a condition of eligibility, be required to perform any amount of work that exceeds the value of the net GA that the person receives under municipal GA standards. Any person performing work under this subsection shall be provided

with net GA, the value of which is calculated at a rate of at least the prevailing minimum wage under state or federal law at the time the workfare was performed.

2) No workfare participant shall be required to work for a nonprofit organization if that work would violate the participant's basic religious beliefs.

3) In no case shall eligible persons performing work under this subsection replace regular municipal employees.

4) In no case will work performed under this subsection interfere with an eligible person's:

   a) existing employment;
   b) ability to follow up on a bona fide job offer;
   c) attendance at an interview for possible employment;
   d) classroom participation in a primary or secondary educational program intended to lead to a high school diploma; or
   e) classroom or on-site participation in a training program which is approved by the DOL or determined by the DOL to be reasonably expected to assist the person in securing employment, or classroom participation in a degree-granting program administered by the DHHS or the DOL.

5) In no case may an eligible person be required to work more than 40 hours per week. An eligible person who has full or part-time employment shall be exempt from the work requirement to the extent that the work requirement in combination with their regular employment would result in the person working more than 40 hours per week.

6) In no case will an eligible person be required to perform work beyond their capabilities. However, when an illness or disability is claimed, an eligible person may be required as a condition of receiving assistance to present a doctor's statement detailing the extent of the disability or illness. (22 M.R.S. § 4309).

   If the Administrator requires a doctor's statement to verify an applicant's illness or disability and the applicant is not currently under the care of a provider, the municipality may pay for the doctor's evaluation if the applicant has no means to pay for the exam. However, in such a case the Administrator will choose the doctor. If there is a no-cost or low-cost health care option, the municipality may elect to refer the client to such a resource. The Administrator will not require verification of medical conditions which are apparent, or which are of such short duration that a reasonable person would not ordinarily seek medical attention. (22 M.R.S. § 4316(5)).

7) In no case may an eligible person with an immediate need (i.e., a person in an emergency situation who has not been disqualified from receiving assistance for committing a program violation) be required to perform work under this subsection prior to receiving GA. The Administrator shall meet immediate needs upon receiving written assurance from the eligible person that they are willing to work to maintain eligibility for GA. When the recipient has no immediate need, workfare

participation may be required prior to receiving GA in accordance with the "workfare first" policy below.

"Workfare First" Policy. Pursuant to 22 M.R.S. § 4316-A(2)(D), the Administrator may, in accordance with the following guidelines, require a GA recipient to perform a workfare assignment prior to the actual issuance of the GA benefit conditionally granted.

1) In no circumstance will emergency GA for which an applicant is eligible be withheld pending the satisfactory performance of workfare.
2) All workfare participants under this policy will be provided a written decision within 24 hours after submitting an application for GA and prior to performing any workfare for the municipality associated with that request for assistance.

That written decision must include:

a) a specific description of the amount of GA being conditionally granted to the household, and for which basic needs;
b) the period of eligibility for which the GA grant is being issued (in days or weeks, but not to exceed 30 days);
c) the rate, at a dollar-per-hour basis (but not less than the prevailing minimum wage), upon which the duration of the workfare assignment is calculated;
d) the actual duration of the workfare assignment that must be performed, in hours, before the GA grant will be actually issued;
e) the specifics of the workfare assignment(s), including the general nature of the type of work being assigned, location(s) of worksite, date(s) and time(s) of assigned workfare, workfare supervisors' names and contact telephone numbers; and
f) any other pertinent information related to the workfare assignment(s) the recipient will be expected to perform.

3) As previously provided in this section, all workfare participants must sign a consent form that informs the participant of their workfare-related rights and responsibilities, including the consequences of failing to perform all or part of the workfare assigned without just cause.
4) If a portion of the workfare-first assignment is satisfactorily performed but there has been a failure to perform the remainder of the assignment, without just cause, the Administrator shall issue a grant of GA benefits corresponding to the number of workfare hours satisfactorily performed multiplied by the hourly rate used to calculate the workfare assignment. In addition to any disqualification penalty that may apply, the remaining value of the conditionally issued GA grant shall be terminated, and notice of the partial termination, together with the reasons; therefore, will be issued to the workfare participant in accordance with Ordinance § 6.10.
5) If any part of the workfare assignment is not performed because the workfare participant was temporarily unable to perform the assignment for just cause reasons, it shall be reassigned or excused at the discretion of the Administrator.

Work-Related Expenses. A participant's expenses related to work performed under this section will be added to the amount of net GA to be provided to the person (22 M.R.S. § 4316-A(2)(E)). The municipality will provide any special clothes or equipment the recipient needs to perform their work assignment.

Disqualification. Any person who either willfully fails to perform or willfully performs below average standards the work assigned by the municipality, will be ineligible for assistance for 120 days (22 M.R.S. § 4316-A(1)). As soon as the Administrator knows that a recipient failed to fulfill the work assignment, the Administrator will notify the recipient in writing that they are disqualified for 120 days starting from the last date of authorized assistance unless the recipient can show just cause. The workfare participant has the burden of demonstrating there was just cause for any failure to perform a workfare assignment.

Eligibility Regained. Recipients who are disqualified from receiving assistance because they have violated the requirements of the municipal work program may regain their eligibility under the following conditions:

- Recipients who fail to complete the first municipal work assignment they have been given will be disqualified from receiving assistance during the next 120 days, although dependents in the household may be eligible *(see Ordinance § 5.5, "Dependents").*
- If during the 120-day disqualification period the recipient requests an opportunity to perform the work assignment which they, without just cause failed to perform, the disqualified recipient will be given one opportunity to regain eligibility. The Administrator will give the recipient a work assignment as soon as possible.
- If a recipient under a 120-day disqualification has an emergency need and the Administrator is unable to schedule a work assignment in time to alleviate the emergency, the Administrator will provide sufficient assistance to the recipient to avert the emergency. However, the provision of emergency assistance will not bar the Administrator from subsequently enforcing the previously issued 120-day disqualification if the recipient fails to regain eligibility by satisfactorily performing the work assignment. The amount of emergency assistance granted will be considered in the computation of the total number of hours the recipient must work.
- Recipients who have asked for the opportunity to regain their eligibility during a 120-day disqualification period and who agreed to fulfill the assignment which they previously failed to perform but who, without just cause, fail to fulfill their municipal work assignment will be considered to have acted in bad faith. In such a circumstance, the Administrator will enforce the 120-day disqualification for the term of its initial duration.
- If a workfare participant regains eligibility under this section but is subsequently disqualified within the initial 120-day period of ineligibility for failing to comply with the municipal work program, that participant will be ineligible for a new 120-day period beginning with the new disqualification date but will be provided no opportunity to requalify.
- Any recipient who intentionally causes damage to property, harasses or harms other employees or who otherwise conducts themselves in a disruptive manner and is discharged by the work supervisor will not be entitled to regain eligibility by returning to the work program. Eligibility may be regained by otherwise becoming employed and meeting the definition of need.

Reports. The Administrator will itemize the assistance that has been provided to persons who work for the municipality in reports to the DHHS. (22 M.R.S. § 4316-A(2)).

Section 5.7—Use of Resources

Each applicant is responsible to make a good faith effort to utilize every available or potential resource that may reduce their need for GA *(see Ordinance § 2.2, definition of "Resources")*. Persons who refuse or fail to make a good faith effort to secure a potential resource after receiving written notice to do so are disqualified from receiving assistance until they make an effort to secure the resource. Applicants are required to prove that they have made a good faith effort to secure the resource. (22 M.R.S. § 4317).

Minors. A minor under the age of 18 who has never married and is applying independently for GA and who is pregnant or has a dependent child or children will be eligible to receive GA only if the minor is residing in the home of their parent, legal guardian or other adult relative, in which case the entire household will be evaluated for eligibility. Exceptions to this limitation on eligibility will be made when:

1) the minor is residing in a foster home, maternity home, or other adult-supervised supportive living arrangement; or
2) the minor has no living parent or the whereabouts of both parents are unknown; or
3) no parent will permit the minor to live in the parent's home; or
4) the minor has lived apart from both parents for at least one year before the birth of any dependent child; or
5) the DHHS determines that the physical or emotional health or safety of the minor or the minor's dependent child or children would be jeopardized if the minor and their child or children lived with a parent; or
6) the DHHS determines, in accordance with its regulation, that there is good cause to waive this limitation on eligibility. (22 M.R.S. § 4309(4)).

Any person under the age of 25 who is applying independently from their parents for GA will be informed that until they reach the age of 25, the applicant's parents are still legally liable for their support and the municipality has the right to seek recovery from the parents of the cost of all assistance granted to such a recipient to the extent their parents are financially capable of repaying the municipality. (22 M.R.S. § 4319).

With regard to such application, the municipality may seek verification of the applicant's need for GA by contacting their parents. If the applicant's parents declare a willingness to provide the applicant with their basic needs directly, and there is no convincing evidence that the applicant would be jeopardized by relying on their parents for basic needs, the Administrator may find the applicant not to be in need of GA for the reason that their needs can be provided by a legally liable relative.

Mental or Physical Disability. Any applicant who has a mental or physical disability must make a good faith effort to utilize any medical or rehabilitative services which have been recommended by a physician, psychologist or other professional retraining or rehabilitation specialist when the services are available to the applicant and would not constitute a financial burden or create a physical risk to the individual.

Written Notice; Disqualification. The Administrator will give each applicant written notice whenever the applicant is required to utilize any specific potential resource(s). Any applicant who refuses to utilize potential resources, without just cause, after receiving written 7-day notice will be ineligible for further assistance until they have made a good faith effort to utilize or obtain the

resources. GA will not be withheld from the applicant pending receipt of a resource if the applicant has made, or is in the process of making, a good faith effort to obtain the resource.

Forfeiture of Benefits. Any applicant who forfeits receipt of, or causes a reduction in, benefits from another public assistance program due to fraud, misrepresentation, a knowing or intentional violation of program rules or a refusal to comply with that program's rules without just cause will be ineligible to receive GA to replace the forfeited benefits. To the extent the forfeited benefits can be considered income under GA law, the value of the forfeited benefits will be considered income that is available to the applicant for the duration of the forfeiture.

To the extent the forfeited benefits were provided in the form of a specific, regularly issued resource of a calculable value rather than in the form of income, that resource, up to its forfeited value, need not be replaced with GA for a period of 120 days from the date of the forfeiture—unless the municipality is prohibited by federal or state law from considering the forfeited resource as available with respect to local public assistance programs. (22 M.R.S. § 4317).

Section 5.8—Period of Ineligibility

No one will have their GA terminated, reduced, or suspended prior to being given written notice and an opportunity for a fair hearing. (22 M.R.S. §§ 4321-4322). Each person will be notified in writing of the reasons for their ineligibility, and any person disqualified for not complying with the ordinance will be informed in writing of the period of ineligibility.

Work Requirement. Applicants/recipients who do not comply with a work requirement are disqualified from receiving assistance for a period of 120 days (unless they regain their eligibility) *(see Ordinance §§ 5.5, 5.6)*. If an applicant/recipient is provided assistance and does not comply with the work requirement, the applicant/recipient shall be disqualified for 120 days following the end of the period covered by the grant of assistance. The Administrator shall give recipients written notice that they are disqualified as soon as the Administrator has sufficient knowledge and information to render a decision of ineligibility.

Fraud. Persons who commit fraud are disqualified from receiving GA for a period of 120 days *(see Ordinance § 6.4, "Fraud")*. The Administrator shall give recipients written notice that they are ineligible as soon as the Administrator has sufficient knowledge and information to render a decision. If the disqualification for fraud is issued before the expiration of a grant of assistance, the period of ineligibility shall commence on the day following the end of the period covered by the grant of assistance. If fraud is discovered after the period covered by the grant of assistance has expired, the period of ineligibility will commence on the day of the written notice of ineligibility.

Section 5.9 – Unemployment Fraud

An applicant who is found ineligible for unemployment compensation benefits because of a finding of fraud by the DOL pursuant to 26 M.R.S. § 1051(1) is ineligible to receive GA to replace the forfeited unemployment compensation benefits for the duration of the forfeiture established by the DOL. 22 M.R.S. § 4317.

ARTICLE VI – Determination of Eligibility

Section 6.1—Recognition of Dignity and Rights

Any determination or investigation into an applicant's eligibility will be conducted in a manner that will not violate the applicant's privacy or personal dignity or violate their individual rights.

Section 6.2—Determination; Redetermination

The Administrator will make an individual, factual determination of eligibility each time a person applies or reapplies for GA. The Administrator will make a redetermination of eligibility at least monthly but may do so as often as necessary to administer the program efficiently and meet the needs of the applicants. Upon any application, the Administrator will determine the applicant's eligibility on the basis of a 30-day prospective analysis, but may elect to disburse that applicant's assistance periodically, e.g., weekly, throughout a 30-day period of eligibility pursuant to that initial eligibility determination.

The Administrator may redetermine a person's eligibility at any time during the period they are receiving assistance if the Administrator is notified of any change in the recipient's circumstances that may alter the amount of assistance the recipient may receive. Once a recipient has been granted assistance, the Administrator may not reduce or rescind the grant without giving prior written notice to the recipient explaining the reasons for the decision and offering the recipient an opportunity to appeal the decision to the fair hearing authority. (22 M.R.S. § 4309).

Section 6.3—Verification

Eligibility of Applicant; Duration of Eligibility. The overseer shall determine eligibility each time a person applies or reapplies for GA. The period of eligibility will not exceed one month. At the expiration of this period applicants/recipients may reapply for assistance and the person's eligibility will be redetermined.

Applicant's Responsibilities. Applicants and recipients for GA are responsible for providing to the Administrator all information necessary to determine eligibility. If further information or documentation is necessary to demonstrate eligibility, the applicant must have the first opportunity to provide the specific information or documentation required by the Administrator. When such information is unavailable, the Administrator must accept alternative available information, which is subject to verification.

Each applicant and recipient has the responsibility at the time of application and continuing thereafter, to provide complete, accurate, current information and documentation concerning his/her:

- Need
- Income
- Employment
- Use of income
- Expenses
- Assets & liabilities
- Use of available resources
- Household composition

Initial Applicants. Persons who have not applied for assistance in this or any other municipality are considered initial applicants and must have their eligibility determined solely on the basis of need. Initial applicants are not subject to eligibility conditions placed on repeat applicants *(see below)*. However, such applicants must still provide the GA Administrator with reasonably obtainable documentation adequate to verify that there is a need for assistance. In addition, initial applicants must also comply with both lump sum and relevant work rules (i.e., quit job).

Repeat Applicants. All applicants for GA who are not initial applicants are repeat applicants. The eligibility of repeat applicants must be determined on the basis of need and all other conditions of eligibility established by law and this municipal ordinance.

The Administrator will require documentation of a repeat applicant's income, use of income, assets and resources plus actual bills and receipts for rent, utilities, fuel, telephone, medical services, and other basic necessities. In addition, repeat applicants instructed to seek employment shall verify their work search results, (e.g., provide a list of the employers contacted, the date and time of the application contact, and the name of the employer representative contacted) as required by the Administrator.

Repeat applicants must provide updates to information reported on previous applications, including changes in his/her household or income that may affect his/her eligibility.

Unforeseen Repeat Applicants. Unforeseen repeat applicants are applicants who have not applied for assistance within the last twelve months and who have been regularly employed or receiving support from a public benefit or private source but who have unexpectedly become unemployed through no fault of their own or whose income and/or benefits (e.g., through an available resource) have ceased through no fault of their own. Such unforeseen repeat applicants may be considered initial applicants for purposes of verification requirements and misspent income if the Administrator finds that imposing the general verification requirements and misspent income rules imposed on repeat applicants would be unreasonable or inappropriate.

Administrator's Responsibilities. In order to determine an applicant's eligibility for GA, the Administrator first must seek information and documentation from the applicant. Once the applicant has presented the necessary information, the Administrator must determine eligibility. The Administrator will seek verification necessary to determine eligibility and may contact sources other than the applicant for verification only with the specific knowledge and consent of the applicant – except that the Administrator may examine public records without the applicant's knowledge and consent.

Appropriate sources, which an Administrator may contact, include, but are not limited to:

- DHHS, any other department or agency of the state, or non-profit organizations
- financial institutions
- creditors
- utility companies
- employers
- landlords
- physicians
- persons with whom the applicant/recipient is a cohabitant
- legally and non-legally liable relatives

Assistance will be denied or terminated if the applicant is unwilling to supply necessary information, documentation, or permission to make collateral contacts, or if the Administrator cannot determine that eligibility exists based on information supplied by the applicant or others.

Redetermination of Eligibility. The Administrator may redetermine a person's eligibility at any time during the period that person is receiving assistance if the Administrator is informed of any change in the recipient's circumstances that may affect the amount of assistance to which the recipient is entitled, or that may make the recipient ineligible, provided that once a determination of eligibility has been made for a specific time period, a reduction in assistance for that time period may not be made without prior written notice to the recipient stating the reasons for the action and an opportunity for the recipient to receive a fair hearing upon the proposed change.

Penalty for Refusing to Release Information. Any person governed by 22 M.R.S. § 4314 who refuses to provide necessary information to the Administrator after it has been requested must state in writing the reasons for the refusal within 3 days of receiving the request. Any such person who refuses to provide the information, without just cause, commits a civil violation and may be subject to a fine of not less than $25 nor more than $100 which may be adjudged in any court of competent jurisdiction. Any person who willfully renders false information to the Administrator is guilty of a Class E crime. (22 M.R.S. §§ 4314(5), 4314(6), 4315).

Section 6.4—Fraud

It is unlawful for a person to knowingly and willfully make a false representation of a material fact to the Administrator in order to receive GA or cause someone else to receive GA. (22 M.R.S. § 4315). A person who commits fraud in an effort to receive GA benefits may be prosecuted for this offense.

False representation means any individual who knowingly and willfully:

a) makes a false statement to the Administrator, either orally or in writing, in order to obtain assistance to which the applicant or the applicant's household is not entitled;
b) conceals information from the Administrator in order to obtain assistance to which the applicant or applicant's household is not entitled; or
c) uses GA benefits for a purpose other than the purpose for which they were intended.

No person may be denied assistance solely for making a false representation prior to being given an opportunity for a fair hearing.

Period of Ineligibility. When the Administrator finds that a person has knowingly and willfully misrepresented material facts for the purpose of making themselves eligible for GA, the Administrator shall notify that applicant in writing that they must reimburse the municipality for the assistance they were not entitled to receive and that they are ineligible for assistance for the longer of: (a) a period of 120 days; (b) until they reimburse the municipality for the assistance; or (c) until they enter a reasonable written agreement to reimburse the municipality. (22 M.R.S. § 4315).

For the purpose of this section, a material misrepresentation is a false statement about eligibility factors in the absence of which some or all of the assistance would not be or would not have been granted.

The notification of ineligibility issued by the Administrator shall inform the applicant of their right to appeal the Administrator's decision to the fair hearing authority (FHA) within 5 working days of receipt. The period of ineligibility shall commence on the day following the end of the period

covered by the grant of assistance fraudulently received or upon the date of notification of ineligibility, whichever is later.

Right to a Fair Hearing. Any applicant who is denied assistance for making a false representation will be afforded the opportunity to appeal the decision to the fair hearing authority (FHA) in accordance with Article VII of this Ordinance. No recipient shall have their assistance reduced or revoked during the period of eligibility before being notified and given the opportunity to appeal the decision. Any person who is dissatisfied with the decision of the FHA may appeal that decision to the Superior Court pursuant to Rule 80-B of the Maine Rules of Civil Procedure. (22 M.R.S. § 4309(3)).

Reimbursement. If a recipient does not appeal the decision or if the FHA determines that a recipient made a false representation, the recipient will be required to reimburse the municipality for any assistance received to which they were not entitled. The recipient may enter a reasonable written agreement to reimburse the municipality over a period of time.

Dependents. In no event will the ineligibility of a person under this section serve to disqualify any eligible dependent in that household. (22 M.R.S. § 4309(3)). In the event one or more members of a household are disqualified and assistance is requested for the remaining dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

Section 6.5—Period of Eligibility

The Administrator will grant assistance to all eligible persons for a period that is sufficient to meet their need but in no event may a grant of assistance cover a period in excess of one month. (22 M.R.S. § 4309). Upon receiving a completed and signed application the Administrator will determine the applicant's eligibility on the basis of a 30-day prospective analysis.

When an applicant submits an incomplete or unsigned application, due to the 24-hour decision requirement placed on the GA Administrator, the GA Administrator shall render a notice of "ineligibility" and advise the applicant that they have a right to reapply as soon as they have the necessary information and/or as soon as is practicable for the applicant.

Although eligibility is determined on a 30-day basis, for reasons of administrative efficiency, the Administrator may elect to disburse an applicant's assistance for shorter periods of time, such as weekly, throughout the 30-day period of eligibility. When the Administrator elects to disburse GA for a period of time less than 30 days, subsequent grants of assistance during that 30-day period may be issued pursuant to the initial determination of need unless the applicant's financial situation changes substantially enough to warrant a redetermination of eligibility.

Section 6.6—Determination of Need

The period of time used to calculate need will be the next 30-day period from the date of application. (22 M.R.S. § 4301(7)). The Administrator will calculate applicants' expenses according to the actual expense of the basic necessity or the maximum levels for the specific necessities allowed in Ordinance § 6.8, whichever is less. The sum of these expenses, as calculated for a prospective 30-day period, is the applicant's 30-day need. Applicants will not be considered

eligible if their income and other resources exceed this calculation except in an emergency. (22 M.R.S. § 4308(2)) *(see Ordinance § 4.9)*.

Applicants will also not be considered in need of GA if their income, property, credit, assets or other resources available to provide basic necessities for their household are greater than the applicable overall maximum level of assistance set forth in the beginning of Ordinance § 6.8. (22 M.R.S. §§ 4301(10), 4305(3-B)). The difference between the applicant's income and the overall maximum levels of assistance established by this Ordinance is the applicant's deficit.

Once an applicant's deficit has been determined, the specific maximum levels of assistance for each basic necessity shall guide Administrator's distribution of assistance for which the applicant is eligible. *(See Ordinance Appendices A-H).* The specific maximum levels of assistance for each basic necessity are intended to be reasonable and sufficient to help recipients maintain a standard of health and decency. (22 M.R.S. § 4305(3-A)).

Income for Basic Necessities. Applicants are required to use their income for basic necessities. Except for initial applicants, no *applicant* is eligible to receive assistance to replace income that was spent within the 30-day period prior to an application for assistance on goods and services that are not basic necessities. All income spent on goods and services that are not basic necessities will be considered available to the applicant and combined with the applicant's prospective 30-day income for the purposes of computing eligibility. (22 M.R.S. § 4315-A). Applicants who have sufficient income to provide their basic necessities but who use that income to purchase goods or services which are not basic necessities will not be considered eligible for assistance. Persons who exhaust their income on basic necessities and who still need assistance with other basic necessities will be eligible, provided that their income does not exceed the overall maximum level of assistance.

Use-of-Income Requirements. The Administrator may require that anyone applying for GA provide documentation of their use of income. This documentation can take the form of cancelled checks and/or receipts which demonstrate that the applicant has exhausted all household income received over the last 30-day period. Except as is deemed appropriate by the Administrator for "unforeseen" repeat applicants *(See Ordinance § 6.3);* repeat applicants may be required to verify that expenditure of income was for basic necessities. Income expended that cannot be verified will generally be considered available and in such case will be added to the 30-day prospective income.

Allowable expenditures include reasonable shelter costs (rent/mortgage); the cost of heating fuel, electricity, and food up to the ordinance maximums; telephone costs at the base rate if the household needs a telephone for medical reasons, the cost of non-elective medical services as recommended by a physician which are not otherwise covered by medical entitlement, Hospital Free Care or insurance; the reasonable cost of essential clothing and non-prescription drugs, and the costs of any other commodity or service determined essential by the Administrator.

Items not considered to be basic necessities and thus will not be allowed in the budget computation include:

- Internet services
- Cable or satellite television
- Cellular phones, except when deemed essential by the overseer for medical or work related purposes
- Cigarettes/alcohol
- Gifts purchased

- Pet care costs
- Costs of trips or vacations
- Paid court fines
- Repayments of unsecured loans
- Legal fees
- Late fees
- Credit card debt

The municipality reserves the right to apply specific use-of-income requirements to any applicant, other than an initial applicant, who fails to use their income for basic necessities or fails to reasonably document their of income. (22 M.R.S. § 4315-A). Those additional requirements will be applied in the following manner:

1) The Administrator may require the applicant to use some or all of their income, at the time it becomes available, toward specific basic necessities. The Administrator may prioritize such required expenditures so that most or all of the applicant's income is applied to housing (i.e., rent/mortgage), energy (i.e., heating fuel, electricity), or other specified basic necessities;
2) The Administrator will notify applicants in writing of the specific use-of-income requirements placed on them;
3) If upon subsequent application it cannot be determined how the applicant's income was spent, or it is determined that some or all of the applicant's income was not spent as directed and was also not spent on basic necessities, the applicant will not be eligible to receive either regular or emergency GA to replace that income; and
4) If the applicant does not spend their income as directed but can show with verifiable documentation that all income was spent on basic necessities up to allowed amounts, the applicant will remain eligible to the extent of the applicant's eligibility and need.

Calculation of Income and Expenses. When determining eligibility, the Administrator will subtract the applicant's net income from the overall maximum level of assistance found at the beginning of Ordinance § 6.8. If income is greater than the overall maximum level of assistance, the applicant will not be eligible except in an emergency *(see Ordinance § 4.9)*. If income is less than the overall maximum level of assistance, the applicant has a deficit.

The municipality will provide assistance in an amount up to the deficit to the extent the applicant also has an unmet need and is in need of basic necessities. The municipality will not grant assistance in excess of the maximum amounts allowed in Ordinance § 6.8 for specific basic necessities except in an emergency or when the Administrator elects to consolidate the applicant's deficit, as provided immediately below.

Consolidation of Deficit. As a general rule, and to the extent of their deficit, applicants will be eligible for assistance for any basic necessity up to, but not exceeding, the maximum amount allowed for that necessity in this ordinance or the actual 30-day cost of the necessity, whichever is less. Under certain circumstances, however, and in accordance with the following conditions, the Administrator may consolidate the applicant's deficit and apply it toward a basic necessity in an amount greater than the ordinance maximum for that necessity.

1) The practice of consolidating the deficit and applying it toward a basic necessity in amounts greater than the ordinance maximum shall be the exception rather than the rule;
2) The total GA grant cannot exceed the total deficit unless the applicant is in an emergency situation; and

3) The need for the application of the recipient's consolidated deficit toward a basic necessity was not created by the recipient misspending their income or resources in violation of the use-of-income requirements of this ordinance.

Section 6.7—Income

Income Standards. Applicants whose income exceeds the overall maximum level of assistance provided in Ordinance § 6.8 shall not be eligible for GA except in an emergency. Each time an applicant applies, the Administrator will conduct an individual factual inquiry into the applicant's income and expenses.

Calculation of Income. To determine whether applicants are in need, the Administrator will calculate the income they will receive during the next 30-day period commencing on the date of application and identify any assets or resources that would alleviate their need. For all applicants other than initial applicants, the Administrator will also consider as available income any income that was not spent during the previous 30-day period on basic necessities as well as any income that was spent on basic necessities in unreasonable excess of the ordinance maximums for specific basic necessities. If a household's income exceeds the amount of the household's need for basic necessities, up to the maximum levels contained in Ordinance § 6.8, applicants will not be considered in need.

Exceptions will be made in emergency situations, which may necessitate that the maximum levels be exceeded. (22 M.R.S. § 4308) *(see Ordinance § 4.9)*. To calculate weekly income and expenses, the Administrator will use actual income received or actual anticipated income.

Types of Income. Income that will be considered in determining an applicant's need includes:

a) **Earned Income.** Income in cash or in kind earned by the applicant through wages, salary, commissions, or profit, whether self-employed or as an employee, is considered earned income. If a person is self-employed, total income will be computed by subtracting reasonable and actual business expenses from gross income. When income consists of wages, the amount computed will be the income available after taxes, social security and other payroll deductions required by state, federal, and local law. Rental income and profit from produce that is sold is considered earned income. Income that is held in trust and unavailable to the applicant or the applicant's dependents will not be considered as earned income.

   Note: Actual work-related expenses such as union dues, transportation to and from work, special equipment or work clothes, and childcare costs will be deducted from an applicant's income. (22 M.R.S. § 4301(7)).

b) **Income from Other Assistance or Social Services Programs.** State/federal categorical assistance benefits, SSI payments, Social Security payments, VA benefits, unemployment insurance benefits, and payments from other government sources will be considered as income, unless expressly prohibited by federal law or regulation. Federal law prohibits Food Stamps and Fuel Assistance payments made by the Home Energy Assistance Program (HEAP and EPIC) from being considered income. The value of the food stamps or fuel assistance will not be used to reduce the amount of GA the applicant is eligible to receive. Although applicants may have only a limited or reduced need for GA for heating fuel or electricity if a recently received HEAP/ECIP benefit has

sufficiently credited their account or otherwise prevented the fuel-related costs for the prospective 30-day period.

The Administrator's obligation is to always compute the heating needs of an applicant who has received HEAP or ECIP as if that applicant paid for their total fuel costs. Accordingly, in such cases, the Administrator will budget for the household's heating energy needs according to actual usage, up to the ordinance maximums, but the Administrator may, with written notice to the applicant, hold in reserve the heating energy portion of the applicant's deficit until such a time during the period of eligibility that the applicant has a demonstrable need for the disbursement of heating energy assistance; that is, the applicant's fuel tank can accept a minimum fuel delivery or the applicant no longer has a positive credit balance with their utility company. The municipality is not obligated to divert any recipient's heating energy allowance toward non-heating purposes solely on the basis of the recipient's receipt of HEAP/ECIP.

Other programs whose income cannot be counted for purposes of GA eligibility include:

- Family Development Accounts (22 M.R.S. § 3762)
- Americorp VISTA program benefits (42 U.S.C. § 5044(f))
- Property tax rebates issued under the Maine Property Tax Fairness Credit program, only so long as the money is spent on basic necessities. (22 M.R.S. § 4301(7))

c) **Court-Ordered Support Payments.** Alimony and child support payments will be considered income only if actually received by the applicant. The Administrator will refer cases in which support payments were not actually received to the Maine DHHS Child Support Enforcement Unit. In order to be eligible for future GA benefits, applicants referred to DHHS for support enforcement assistance shall be required to follow-through with such services. Because child support payments are considered a resource, applicants must make a good faith effort to secure such payments.

d) **Income from Other Sources.** Payments from pensions and trust funds will be considered income. Payments from boarders or lodgers will be considered income as will cash or in-kind contributions provided to the household from any other source, including relatives. (22 M.R.S. § 4301(7)).

e) **Earnings of a Son or Daughter.** Earned income received by sons and daughters below the age of 18 who are full-time students and who are not working full-time will not be considered income. The unearned income of a minor in the household will be considered available to the household.

f) **Income from Household Members.** Income from household members will be considered available to the applicant, whether or not the household member is legally obligated for the support of the applicant, if the household members pool or share their income and expenses as a family or intermingle their funds so as to provide support to one another.

g) **The Pooling or Non-Pooling of Income.** When two or more individuals share the same dwelling unit but not all members of the household are applying for GA, the Administrator shall make a finding under a rebuttable presumption that the entire household is pooling income. (22 M.R.S. § 4301(12-A)).

One or more applicants for assistance can successfully rebut the presumption that all household income is being pooled by providing the Administrator with verifiable documentation affirmatively demonstrating a pattern of non-pooling during the duration of the shared living arrangement. Such documentation would include evidence of the entire household's expenses, bank statements, cancelled checks, receipts, landlord statements or

other vendor accounts clearly supporting a claim that the applicant has been and is presently solely and entirely responsible for their pro-rata share of household costs.

If the applicant is unable to successfully rebut the municipality's presumption that all household income is being pooled, eligibility of the entire household will be determined based on total household income. If the applicant successfully rebuts the municipality's presumption that all household income is being pooled, the applicant's eligibility will be determined on the basis of their income and their pro-rata share of actual household expenses.

h) Lump Sum Income. A lump sum payment received by any GA applicant or recipient prior or subsequent to the date of application for GA will be considered as income available to the household. However, verified required payments (i.e., any third-party payment which is required as a condition of receiving the lump sum payment, or any payments of bills earmarked for the purpose for which the lump sum payment was made) and any amount of the lump sum payment which the applicant can document was spent on basic necessities, as described below, will not be considered available income.

Where a household receives a lump sum payment at any time prior or subsequent to the date of application for GA, the Administrator will assess the need for prorating an applicant's eligibility for GA according to the following criteria. (22 M.R.S. § 4301(7), (8-A)):

1) identify the date the lump sum payment was received;
2) subtract from the lump sum payment all required payments;
3) subtract from the lump sum any amount the applicant can demonstrate was spent on basic necessities, including all basic necessities as defined by the GA program such as: reasonable payment of funeral or burial expenses for a family member; any reasonable travel costs related to the illness or death of a family member; repair or replacement of essentials lost due to fire, flood or other natural disaster; repair or purchase of a motor vehicle essential for employment, education, training or other day-to-day living necessities. Repayments of loans or credit, the proceeds of which can be verified as having been spent on basic necessities; and payment of bills earmarked for the purpose for which the lump sum is paid must also be subtracted. (22 M.R.S. § 4301(7), (8-A));
4) add to the remainder all income received by the household between the date of receipt of the lump sum payment and the date of application for GA; and
5) divide the sum created in subsection (4) by the verified actual monthly amounts for all of the household's basic necessities. 22 M.R.S. § 4305(3-B).

This dividend represents the period of proration determined by the Administrator to commence on the date of receipt of the lump sum payment. The prorated sum for each month must be considered available to the household for 12 months from the date of application or during the period of proration, whichever is less.

The household of an initial applicant that is otherwise eligible for emergency assistance may not be denied emergency assistance to meet an immediate need solely on the basis of the proration of a lump sum payment. (22 M.R.S. § 4308).

Section 6.8—Basic Necessities; Maximum Levels of Assistance

Overall Maximum Levels of Assistance. Notwithstanding any of the maximum levels of assistance for specific basic necessities listed in Ordinance Appendices B-H, an applicant's eligibility for GA will be first determined by subtracting their income from the overall maximum level of assistance designated in Appendix A for the applicable household size. (22 M.R.S. § 4305 (3-B)). The difference yielded by this calculation shall be the applicant's deficit.

Applicants will be eligible for GA up to the calculated deficit to the extent the applicant is unable to otherwise provide the basic necessities essential to maintain themselves or their families. Applicants with no deficit shall be found ineligible for GA unless they are in an emergency, in which case eligibility for emergency GA will be determined according to Ordinance § 4.9.

Maximum Levels of Assistance for Specific Basic Necessities. The municipality will grant assistance to eligible applicants for basic necessities according to the maximum levels for specific types of assistance set forth below. The Administrator, in consultation with the applicant, may apply the amount of the applicant's deficit toward assistance with any one or combination of necessities not to exceed the total deficit. These maximum levels will be strictly adhered to unless the Administrator determines that there are exceptional circumstances and an emergency is shown to exist, in which case these absolute levels will be waived in order to meet immediate needs.

In all cases either the actual expenses the applicant incurs for basic necessities or the maximum amount allowed in each category, whichever is less, will be used in determining need.

In roommate situations, the applicant's need for common living expenses for rent, fuel, electricity, etc., will be presumed to be reduced by an amount equal to the other household members' proportionate fair share of the common living expenses. No applicant will be allowed to claim a need for any expense which has been or will be paid by another person. In addition, as a general rule the municipality will not provide a benefit toward a basic need by paying a bill that is issued to a person not living with the applicant's household or that has otherwise been incurred by a person who has not been found eligible to receive assistance.

Temporary exceptions to this general rule may be made by the Administrator in the following circumstances: (1) a recent, unplanned separation has occurred in the household resulting in the sustained or permanent absence of a former household member in whose name the bill was customarily issued; (2) the applicant and members of the applicant's household were or will be the sole recipients of the commodities or services covered by any bill to be paid or partially paid with GA; and (3) the applicant will make a good faith effort to direct the vendor to issue future bills in the name of the applicant or other responsible person residing in the household.

(A) **Food.** The Administrator will provide food assistance to eligible persons up to the allowed maximum amounts designated by the U.S.D.A. Thrifty Food Plan for the appropriate household size.

For this purpose, the municipality hereby incorporates by reference the U.S.D.A. Thrifty Food Plan, as distributed by the Maine DHHS on or about October of each year. See Ordinance Appendix B for the current year's food maximums.

In determining need for food, the Administrator will not consider the value of the food stamps an applicant receives as income. (22 M.R.S. § 4301.7(A); 7 U.S.C. § 2017(b)). The municipality will authorize vouchers to be used solely for approved food products.
The Administrator will exceed the maximums when necessary for households having members with special dietary needs. The Administrator may require a doctor's statement verifying there is a special dietary need requiring an expenditure for food that is greater than the ordinance maximums.

(B) **Housing.** The Administrator will provide assistance with rent or mortgage payments that are reasonable and/or within the allowed maximum levels. See Ordinance Appendix C for the current year's housing maximums. It is the applicant's responsibility to find suitable housing, although the Administrator may help the applicant find housing when appropriate. The Administrator will inform the applicant of the allowed housing maximums to assist the applicant in their search for housing. The allowed maximum for any applicant will be the categorical housing maximum representing the minimum dwelling unit space necessary to adequately shelter the applicant household. Applicants requesting assistance for housing that contains more bedrooms than are necessary for the number of household members will be provided assistance according to the maximum level for the number of rooms actually needed.

Temporary Lodging. The municipality cannot exceed maximum levels of assistance for an applicant household for more than 30 days in a 12-month period when assistance is granted for housing in a hotel, motel, inn or other lodging place as defined in 22 M.R.S. § 2491(7-F).

Large Recovery Residences. The maximum amount of housing assistance provided to or on behalf of a person residing in a recovery residence, as described in 22 M.R.S. § 4309(6), with occupancy of 26 or more beds, is equal to 70% of the maximum levels of housing assistance available for a person residing in a recovery residence with occupancy of 25 or fewer beds. (22 M.R.S. § 4305(3-E)).

Rental Payments to Relatives. The municipality may elect to not issue any rental payment to an applicant's relatives unless the rental relationship has existed for at least three months and the applicant's relative(s) rely on the rental payment for their basic needs. For the purpose of this section, a "relative" is defined as the applicant's parents, grandparents, children, grandchildren, siblings, parent's siblings, or any of those relative's children. (22 M.R.S. § 4319(2)).

Rental Payments to Non-Relatives. When applicants are living in private homes with the owner or sharing dwelling units with people who are not pooling income or who are not legally liable relatives, the amount allowed as the applicant's shelter expense will be the applicant's pro rata share of the actual, total shelter cost, up to the ordinance maximum. (22 M.R.S. § 4301(6)).

Any housing assistance issued to a recipient in such a circumstance will be issued, whenever reasonably possible, to the landlord or property owner with the most superior interest in the property; i.e., to a landlord before a tenant, or to a mortgagee before a mortgagor.

When the municipality issues in aggregate more than $600 in rental payments to any landlord in any calendar year, a 1099 form declaring the total amount of rental payments issued during the

calendar year will be forwarded to the Internal Revenue Service (IRS) pursuant to IRS regulation (see § 6041(a) of Internal Revenue Code).

Any landlord wishing to regularly receive rental payments from the municipality on behalf of applicants renting rooms from the landlord's own residence must, at a minimum, make a good faith effort to obtain a lodging license from the DHHS Division of Health Engineering, pursuant to 10-144A CMR, Chapter 201, as a condition of that landlord receiving future GA payments on behalf of their tenants.

Mortgage Payments. In the case of a request for assistance with a mortgage payment, the Administrator will make an individual factual determination of whether the applicant has an immediate need for such aid. In making this determination, the Administrator will consider the extent and liquidity of the applicant's proprietary interest in the housing. Factors to consider in making this determination include:

(1) the marketability of the shelter's equity;
(2) the amount of equity;
(3) the availability of the equity interest in the shelter to provide the applicant an opportunity to secure a short-term loan in order to meet immediate needs;
(4) the extent to which liquidation may aid the applicant's financial rehabilitation;
(5) a comparison between the amount of mortgage obligations and the anticipated rental charges the applicant would be responsible for if they were to be dislocated to rental housing;
(6) the imminence of the applicant's dislocation from owned housing because of their inability to meet the mortgage payments;
(7) the likelihood that the provision of housing assistance will prevent such dislocation; and
(8) the applicant's age, health, and social situation.

These factors shall be considered when determining whether the equity in the shelter is an available asset which may be substituted for the assistance the municipality would otherwise be required to provide.

The Administrator shall consider issuing a benefit in response to the applicant's request for mortgage assistance to the extent the applicant is otherwise eligible for GA if after review of the criteria above, the Administrator determines that:

(1) the monthly mortgage obligation is in accordance with the maximum levels of assistance available for housing appropriate to the applicant's household size;
(2) there is no capacity in the accumulated equity in the property, when considered in the context of the applicant's borrowing capacity with the mortgagee or the general lending community, to suspend the mortgage obligation temporarily or re-amortize the mortgage in such a way as to suspend or reduce the mortgage obligation; and
(3) the failure to provide a mortgage payment in a timely manner could jeopardize the applicant's continued right of possession of the property.

If a mortgage payment is necessary, the Administrator will pay the actual amount due, up to the amount allowed according to the maximum levels listed below. After an initial application, assistance with such payments will be given only after the applicant has made all reasonable efforts to borrow against the equity of their home. If there is not sufficient equity in the home with which

to secure a loan, and if the monthly mortgage payments are not realistically in line with the rental rates for similar housing in the area that could meet the applicant's needs, the Administrator will inform the applicant that they are responsible for finding alternative housing within their ability to pay and will be obligated to make all reasonable efforts to secure such housing.

Liens. The municipality may place a lien on the property in order to recover its costs of granting assistance with mortgage payments. In addition, a municipality may claim a lien against the owner of real estate for the amount of money spent by it to make capital improvements to the real estate. (22 M.R.S. § 4320). No lien may be enforced against a recipient except upon their death or the transfer of the property. Further, no lien may be enforced against a person who is currently receiving any form of public assistance, or who would again become eligible for GA if the lien were enforced.

If the municipality determines that it is appropriate to place a lien on a person's property to recover its costs of providing GA for a mortgage payment or capital improvement it must file a notice of the lien with the county registry of deeds where the property is located within 30 days of making the mortgage payment. That filing shall secure the municipality's or the state's interest in an amount equal to the sum of that mortgage or capital improvement payment and all subsequent mortgage or capital improvement payments made on behalf of the same eligible person, plus interest and costs.

Not less than 10 days prior to filing the lien in the registry, the municipal officers must send notice to the owner of the real estate, the GA recipient, and any record holder of the mortgage by certified mail, return receipt requested, that a lien on the property is going to be filed with the registry. This notice must clearly inform the recipient of the limitations upon enforcement plus the name, title, address and telephone number of the person who granted the assistance. The municipal officers must also give written notice to the recipient each time the amount secured by the lien is increased because of an additional mortgage payment. This notice must include the same information that appeared on the original intent-to-file notice sent to the recipient.

The municipality may charge interest on the amount of money secured by the lien. The municipal officers will establish the interest rate not to exceed the maximum rate of interest allowed by the State Treasurer to be charged against delinquent taxes. The interest will accrue from the date the lien is filed.

Property Taxes. In the event an applicant requests assistance with their property taxes, the Administrator will inform the applicant that there are two procedures on the local level to request that relief: the poverty abatement process (36 M.R.S. § 841(2)) and GA. If the applicant chooses to seek property tax assistance through GA, or if the applicant is denied a poverty tax abatement, the Administrator may consider using GA to meet this need only if:

a) the property tax in question is for the applicant's place of residence;
b) there is a tax lien on the property which is due to mature within 60 days of the date of application;
c) as a matter of municipal policy or practice, or on the basis of information obtained from the applicant's mortgagee, if any, it is reasonably certain that a tax lien foreclosure will result in subsequent eviction from the residential property; and
d) the applicant, with sufficient notice, applies for property tax relief through the Maine Property Tax Fairness Credit program, when available.

Housing Maximums. The maximum levels of housing assistance contained in this ordinance have been derived either from a locally accomplished fair market rental survey or the fair market rental values developed by the U.S. Department of Housing and Urban Development (HUD). If the maximum levels of housing are derived from the HUD values made effective as of every October 1, and adjusted to disregard the current and averaged utility allowances as developed by the Maine State Housing Authority, those levels are hereby incorporated by reference. See Ordinance Appendix C for the current year's housing maximums.

If and when the maximum levels of housing assistance in this Ordinance are derived from a locally developed fair market rental survey, a record of that survey will be submitted to the DHHS, General Assistance Unit, and the maximum levels of housing assistance will be incorporated into this Ordinance pursuant to the ordinance adoption and amendment procedures found at 22 M.R.S. § 4305.

Note. The maximum amount of housing assistance provided to or on behalf of a person residing in a recovery residence, as described in 22 M.R.S. § 4309(6), with occupancy of 26 or more beds, is equal to 70% of the maximum levels of housing assistance available for a person residing in a recovery residence with occupancy of 25 or fewer beds. (22 M.R.S. § 4305(3-E)).

(C) **Utilities.** Expenses for lights, cooking, and hot water will be budgeted separately if they are not included in the rent. Applicants are responsible for making arrangements with the utility company regarding service, including entering into a special payment arrangement if necessary.

Assistance will be granted to eligible applicants on the basis of their most recent bill. The municipality is not obligated to pay back bills or utility security deposits. Exceptions may be made in emergency situations pursuant to section 4.9.

Disconnection of utility service will not be considered an emergency in all cases. The Administrator will make an individual, factual analysis to determine if the termination of utility service constitutes an emergency. The Administrator will consider the household composition, the time of year, the age and health of the household members, and other appropriate factors in reaching a decision. Applicants who had sufficient income, money, assets or other resources to pay their utility bill when it was received, but who spent all or part of their income on items which were not basic necessities, will not be eligible to receive GA to replace those funds.

Applicants have the burden of providing evidence of their income and use of income for the applicable time period (22 M.R.S. § 4308(2)) *(see Ordinance §§ 4.9; 6.3)*. The Administrator will notify applicants in writing that they must give the Administrator prompt notice if their utility service is to be terminated or if their fuel supply is low. It is the applicant's responsibility to attempt to make arrangements with the utility company to maintain their service and to notify the Administrator if assistance is needed with a utility bill prior to service being terminated.

Electricity Maximums for Households Without Electric Hot Water. See Ordinance Appendix D for the current year's electricity maximums.

Electricity Maximums for Households that Use Electrically Heated Hot Water. See Ordinance Appendix D for the current year's electricity maximums.

Non-Electric Utilities. The allowed amount for water and sewer utility service will be budgeted at a 30-day reasonable usage rate.

(D) **Fuel.** Expenses for home heating will be budgeted according to the actual need for fuel during the heating season (September through May) provided such expenses are reasonable, and at other times during the year when the Administrator determines the request for fuel assistance is reasonable and appropriate.

Assistance will be granted to eligible applicants on the basis of their most recent bill. The municipality is not responsible for back bills except in an emergency as provided in Ordinance § 4.9. Applicants are responsible for monitoring their fuel supply and requesting assistance prior to depleting their fuel supply. When applicants who have been informed of this responsibility run out of fuel nonetheless, and can show no just cause for failing to give the Administrator timely notice of their need for fuel, the Administrator shall find that the emergency was not beyond the applicants' control, and process the emergency request accordingly, pursuant to Ordinance § 4.9. See Ordinance Appendix E for the current year's fuel maximums.

(E) **Personal Care and Household Supplies.** Expenses for ordinary personal and household supplies will be budgeted and allowed according to the applicant's actual need for these items. Personal and household supplies include: hand soap, toothpaste, shampoo, shaving cream, deodorant, dish detergent, laundry supplies and costs, household cleaning supplies, razors, paper products such as toilet paper, tissues, paper towels, garbage/trash bags light bulbs and supplies for children under 5 years of age. See Ordinance Appendix F for the current year's personal care and household supplies maximums.

(F) **Other Basic Necessities.** Expenses falling under this section will be granted when they are deemed essential to an applicant's or recipient's health and safety by the Administrator and, in some cases, upon verification by a physician. Assistance will be granted only when these necessities cannot be obtained through the utilization of available resources.

1) **Clothing.** The municipality may assist a household with the purchase of adequate clothing. Before assistance will be granted for clothing, the GA Administrator must be satisfied that the applicant has utilized all available resources to secure the necessary clothing. In some circumstances, clothing will be a postponable item. Exceptions to this would be, for example, if fire, flood or unusually cold weather makes extra clothing an immediate necessity, special clothing is necessary for the applicant's employment, or a household member is without adequate clothing.
2) **Medical.** The municipality will pay for essential medical expenses, other than hospital bills *(see below)*, provided that the municipality is notified and approves the expenses and services prior to their being made or delivered. Medical expenses include prescriptions, devices, treatments, or services that are determined to be 'medically necessary' by a licensed physician. The municipality will grant assistance for medical services only when assistance cannot be obtained from any other source and the applicant would not be able to receive necessary medical care without the municipality's assistance. The applicant is required to utilize any resource, including any federal or state

program, that will diminish their need to seek GA for medical expenses. The municipality will grant assistance for non-emergency medical services only if a physician verifies that the services are essential. Provided there is no cost to the applicant, the Administrator may require a second medical opinion from a physician designated by the municipality to verify the necessity of the services.

Generally, the municipality will issue GA at the established Medicaid rates for all medical services, prescriptions, or other medical commodities. Before authorizing GA for any medical expenses, the Administrator will inform the pharmacy or medical service provider of the municipality's intention to pay for the medical service at the Medicaid rate and ask to be billed accordingly.

Ordinary medical supplies/non-prescription drugs will be budgeted at the actual amount when the applicant can demonstrate a need for such items. Allowable supplies include bandages, aspirin, cough syrup, and other generic brand, non-prescription medicines. In addition, the basic monthly rate for telephone service will be budgeted when a telephone is essential to the health and safety of the household. In order for telephone service to be considered an allowable expense the applicant must provide a written statement from a physician certifying that the telephone is essential.

3) **Hospital Bills.** In the event of an emergency admission to the hospital, the hospital must notify the Administrator within 5 business days of the admission. Notification must be by telephone, confirmed by certified mail, or by certified mail only. If a hospital fails to give timely notice to the Administrator, the municipality will have no obligation to pay the bill.

   Any person who cannot pay their hospital bill must apply to the hospital for consideration under the Hospital's Free Care Program as provided in Title 22 M.R.S. § 1716. Anyone who is not eligible for the hospital's free care program may apply for GA. Applicants must apply for assistance within 30 days of being discharged from the hospital and provide a notice from the hospital certifying that they are not eligible for the hospital's free care program.

   Before the Administrator will consider whether to allow a hospital bill as a necessary expense, the applicant must enter into a reasonable payment arrangement with the hospital. The payment arrangement will be based upon the Medicaid rate. In determining an applicant's eligibility, the municipality will budget the monthly payment to the hospital the applicant has agreed to pay. The applicant's need for assistance with a hospital bill will be considered each time they apply by including the amount of the bill in the applicant's monthly budget, but the recipient will be responsible for making any necessary payments to the hospital pursuant to the use-of-income requirements found at Ordinance § 6.6.

4) **Dental.** The municipality will pay for medically necessary dental services only. As is the case with medical services generally, the municipality will issue GA for dental services at the established Medicaid rates for those services, and before authorizing the GA benefit for dental services, the Administrator will inform the dentist or dental surgeon of the municipality's intention to pay at the Medicaid rate. If full mouth extractions are necessary, the municipality will pay for dentures provided the applicant has no other resources to pay for the dentures. The applicant will be referred to a dental clinic in the area whenever possible. The Administrator will expect the applicant to bear a reasonable

part of the cost for dental services, including extractions and dentures, taking into account the applicant's ability to pay.

5) **Eye Care.** In order to be eligible to receive GA for eyeglasses, an applicant must have their medical need certified by a person licensed to practice optometry. The Administrator will provide assistance for eyeglasses to eligible persons only after the applicant has exhausted all other available resources and generally only at the Medicaid rate.

6) **Telephone Charge.** A payment for basic telephone will only be allowed if a telephone is necessary for medical reasons as verified by a physician. At the discretion of the GA Administrator, minimum/basic telephone services may be allowed for households with children, for households where job search or work-related reasons exist and/or for any other reasons the Administrator deems necessary.

7) **Work-Related Expenses.** In determining need, reasonable and actual work-related expenses will be deducted from earned income. These expenses include childcare costs, work clothes, supplies and transportation at the actual costs not to exceed the ordinance maximum. See Ordinance Appendix G for the current maximum mileage allotment. The applicant is required to provide documentation substantiating the costs and that the expenses were necessary.

8) **Travel Expenses.** In determining need, necessary travel which is not work-related will be budgeted if the applicant can satisfy the Administrator that the prospective need for travel is necessary. For applicants in rural areas, weekly transportation to a supermarket will be considered, as will any medically necessary travel. See Ordinance Appendix G for the current rate at which such necessary travel will be budgeted. This rate shall be construed to subsidize all costs associated with automobile ownership and operation, including gas/oil, tires, maintenance, insurance, financing, licensing/registration, excise tax, etc.

9) **Burials, Cremations.** Under the circumstances and in accordance with the procedures and limitations described below *(see Ordinance § 6.9)*, the municipality recognizes its responsibility to pay for the burial or cremation of eligible persons. See Ordinance Appendix H for the current maximums.

10) **Capital Improvements.** The costs associated with capital improvements/repairs (e.g., heating/water/septic system repair) will generally not be budgeted as a basic necessity. Exceptions can be made only when the capital improvement/repair has been pre-approved by the Administrator as a necessary expense and the monthly cost of the capital improvement/repair has been reduced as far as reasonably possible; for example, by means of the applicant entering into an installment payment arrangement with the contractor. The Administrator may grant GA for capital improvements when:

    1) the failure to do so would place the applicant(s) in emergency circumstances;
    2) there are no other resources available to effect the capital repair; and
    3) there is no more cost-effective alternative available to the applicant or municipality to alleviate an emergency situation.

    In some cases, the entire immediate cost of the capital improvement can be mitigated by the applicant entering into an installment payment arrangement with a contractor. The municipality reserves the right to place a lien on any property pursuant to 22 M.R.S. § 4320 when GA has been used to effect a capital improvement. The lien process shall be accomplished in the same manner as for mortgage payments, as described in subsection (B) "Liens", above.

Section 6.9—Burials; Cremations

Funeral Director Must Give Timely Notice. In order for the municipality to be liable for a burial or cremation expense, the funeral director must notify the Administrator prior to the burial or cremation or by the end of three business days following the funeral director' receipt of the body, whichever is earlier. (22 M.R.S. § 4313(2)). This contact by the funeral director shall begin the process of developing an application for burial/cremation assistance on behalf of the deceased. It is the funeral director's responsibility to make a good-faith effort to determine if the family or any other persons are going to pay all or part of the burial expenses. If family members or others are unable to pay the expenses, and the funeral director wants the municipality to pay all or part of the expenses, the funeral director must make timely contact to the Administrator. In addition, the funeral director may refer legally liable relatives to the Administrator so that a timely determination of financial capacity may be accomplished.

Application for Assistance Shall be Calculated on Behalf of the Deceased. For the purposes of determining residency, calculating eligibility and issuing GA for burial or cremation purposes, an application for assistance shall be completed by the Administrator on behalf of the deceased.

With regard to residency, the municipality of responsibility for burial expenses shall be the municipality in which the eligible deceased person was a resident at the time of death as residency is determined under Ordinance § 4.10.

Although legally liable relatives may be asked to provide information regarding their income, assets, and basic living expenses, that information will not be construed as an application for GA in as much as living persons are not eligible for burial assistance. To clarify this point of law, although legally liable relatives have a financial responsibility to pay for the burial or cremation of their relatives, that financial responsibility only exists to the extent the legally liable relatives have a financial capacity to do so. Therefore, legally liable relatives who are themselves eligible for GA, have no legal obligation to pay for the burial or cremation of their relatives. For these reasons, all GA issued for burial or cremation purposes shall be issued on behalf of, and in the name of, the deceased.

The Financial Responsibility of Certain Family Members. Grandparents, parents, children and grandchildren of the deceased whether or not living in or owning property in Maine, and the spouse or registered domestic partner of the deceased, are financially responsible for the burial or cremation of the deceased to the extent those relatives, individually or as a group, have a financial capacity to pay for the burial or cremation either in lump sum or by means of a budgeted payment arrangement with the funeral home. Accordingly, at the request of the Administrator, all legally liable relatives must provide the Administrator with any reasonably requested information regarding their income, assets, and basic living expenses. The Administrator may also seek information from financial institutions holding assets of the deceased. Maine law requires a financial institution to disclose the amount deposited in the corporation or association when the municipality or its agents are acting in accordance with section 4313(2) and provide a written request and a notarized affidavit signed by the Administrator of the municipality or its agents stating that the named depositor is deceased.

Consideration of the Financial Responsibility of Family Members. Generally, when the Administrator can make a finding that one or more of the deceased's legally liable relatives have an obvious and demonstrable financial capacity to pay for the burial or cremation, by lump sum

payment or by means of a reasonable payment arrangement, the municipality will not grant the requested burial or cremation assistance. When the Administrator is unable to make such a finding, the following proration of familial responsibility will be implemented.

Proration of Familial Responsibility. A proration of familial financial responsibility will be used when no legally liable relative possesses an obvious and demonstrable capacity to pay for the burial or cremation, but one or more of the financially liable relatives is found to have a financial capacity to make a partial financial contribution, or the Administrator is unable to determine the financial capacity of one or more of said relatives.

Under these circumstances, each legally liable relative is considered to be responsible for their pro rata share of the total municipal contribution that would exist if no legally liable relatives had a financial capacity to contribute. Furthermore, and as long as all other eligibility factors have been satisfied, the municipality will provide as a burial or cremation benefit the aggregate of all pro rata shares less the share of any legally liable relative who refuses to cooperate with the Administrator by providing information or documentation reasonably necessary to determine that relative's financial capacity, and less any share or part of a share attributable to a legally liable relative who can financially contribute or partially contribute toward the burial or cremation to the extent of that relative's share.

Eight Days to Determine Eligibility. The Administrator may take up to 8 days from the date of an application for burial/cremation assistance to issue a written decision regarding the amount of the municipal contribution toward the burial or cremation. The 8-day eligibility determination period from the date of application shall be used as necessary to make third-party collateral contacts, verify the listing of legally liable family members and determine their respective financial capacities to contribute to the burial or cremation, contact the personal representative of the deceased's estate, if any, and other related administrative tasks. The Administrator shall not use this 8-day period allowed by law to unreasonably delay the municipality's decision.

The Municipal Obligation to Pay When Legally Liable Relatives or Others Can Contribute. The figures provided in this section are the maximum benefits provided by the municipality when no contributions toward the burial or cremation are available from any other source. To the extent any legally liable relatives of the deceased have a financial capacity to pay for the burial or cremation, that financial capacity shall be deducted from the maximum burial costs allowed by this section. In addition, any other benefits or resources that are available, such as Social Security burial benefits, veterans' burial benefits, or contributions from other persons, will be deducted from the maximum amount the municipality will pay, except there will be no deduction from the municipal benefit level with respect to any contribution provided for the purpose of publishing an obituary notice up to an aggregate contribution limit for this purpose of $75 when a paid receipt demonstrating the purchase of an obituary notice is provided to the Administrator.

Burial Expenses. The Administrator will respect the wishes of family members concerning whether the deceased is interred by means of burial or cremated. See Ordinance Appendix H for the maximum levels of burial assistance.

Cremation Expenses. In the absence of any objection by any family members of the deceased, or when neither the Administrator nor the funeral director can locate any family members, the Administrator may issue GA for cremation services. See Ordinance Appendix H for the maximum assistance levels for cremations.

Section 6.10—Notice of Decision

Written Decision. Each time a person applies, the Administrator will provide a written decision to the applicant after making a determination of eligibility. The decision will be given to the applicant within 24 hours after a completed and signed application is received (22 M.R.S. § 4305(3)) *(see Ordinance § 4.6)*.

In order to comply with the statutory requirement to issue a decision within 24 hours, if an applicant submits an incomplete or unsigned application, the Administrator may decide to issue a notice of "ineligibility" and provide the applicant with another application to submit as soon as is practicable for the applicant.

The Administrator must explain the applicant's right to a fair hearing in the Administrator's written notice of decision.

Contents of Decision. After an application has been completed, applicants will be given written notice of any decision concerning their eligibility for assistance. In addition to the items listed in Ordinance § 4.6, the notice of decision will include a statement that:

a) the applicant has the right to a fair hearing and how to request a fair hearing, and;
b) the applicant has the right to contact the DHHS if they believe the municipality has violated the law. The decision will include contact information for the appropriate DHHS office.

Disbursement of GA. Except when the Administrator determines it is impractical, all GA will be provided as a voucher or purchase order payable to a vendor or through direct municipal payment to a provider of goods or services. GA will not be issued in the form of a cash payment to an applicant unless there is no alternative to the cash payment, in which case the Administrator shall document the circumstances requiring GA to be issued in the form of cash. (22 M.R.S. § 4305(6)).

ARTICLE VII – The Fair Hearing

Section 7.1—Right to a Fair Hearing

Within 5 working days of receipt of a written notice of denial, reduction or termination of assistance, or within 10 working days after any other act or failure to act, the applicant or their authorized representative has the right to request a fair hearing. (22 M.R.S. § 4322). The right to review a decision of the Administrator is a basic right of the applicant to a full evidentiary hearing and is not limited solely to a review of the decision.

Section 7.2—Method of Obtaining a Fair Hearing

Upon receiving notification of the decision of the Administrator, all claimants will be informed of how to request a fair hearing. All complaints that are not clear requests for a fair hearing will be answered by a personal interview or in writing by the Administrator. If the client is satisfied with the adjustment or explanation, the Administrator will make an entry in the case record and file any correspondence involved.

Written Request. To obtain a fair hearing, the claimant, or their authorized representative, must make a written request within 5 working days of receipt of the Administrator's decision to grant, deny, reduce or terminate assistance, or within 10 working days after any other act or failure to act. The Administrator will make a form available to request a fair hearing and will assist the claimant in completing it if necessary. On the printed form, the claimant will give the following information:

a) the decision on which review is sought;
b) the reason(s) the claimant is dissatisfied and why the claimant believes they are eligible to receive assistance; and
c) the relief sought by the claimant.

The Administrator may not deny or dismiss a request for a hearing unless it has been withdrawn (in writing) by the claimant.

Scheduling the Fair Hearing. Upon receipt of the completed written request, the FHA must meet and hold the hearing within 5 working days. The Administrator will notify the claimant in writing when and where the hearing will be held. (22 M.R.S. § 4322). In addition to the date, time and place of the hearing, the notice of fair hearing shall include, at a minimum, the claimant's rights to:

a) be their own spokesperson at the fair hearing, or at the claimant's own expense be represented by legal counsel or another;
b) confront and cross-examine any witnesses presented at the hearing; and
c) present witnesses on their own behalf.

Arrangements for the date, time, and place of the hearing will take into consideration the convenience of the claimant and hearing authority. The claimant will be given timely notice to allow for preparation and will also be given adequate preliminary information about the hearing procedure to allow for effective preparation of their case.

Section 7.3—The Fair Hearing Authority

The municipal officers will appoint a fair hearing authority (FHA) that will determine, based on all the evidence presented at the fair hearing, whether the claimant(s) were eligible to receive assistance at the time they applied for GA. The FHA is charged with ensuring that GA is administered in accordance with state law and this ordinance.

The FHA may consist of the municipal officers, one or more persons appointed by the municipal officers to act as the FHA, or, if designated by ordinance, a municipal board of appeals created under 30-A M.R.S. § 2691. (22 M.R.S. § 4322). In determining the FHA, the municipal officers will ensure that all person(s) serving as FHA must:

a) have not participated in the decision which is the subject of the appeal;
b) be impartial;
c) be sufficiently skilled in interviewing techniques to be able to obtain evidence and the facts necessary to make a fair determination; and
d) be capable of evaluating all evidence fairly and realistically, explaining to the claimant the laws and regulations under which the Administrator operated, and conveying to the Administrator any evidence of unsound, unclear, or inadequate policies, practices or actions.

Section 7.4—Fair Hearing Procedure

At the time that written notice of the date, time, and place of the fair hearing is provided to a claimant, they will also be given adequate information about the hearing procedure to allow them to effectively prepare their case. The claimant shall be permitted to review their file before the hearing. At a minimum, the claimant will be provided with the following information regarding fair hearing procedures. All fair hearings will:

a) be conducted in private, with only to the claimant, witnesses, the claimant's legal counsel, others whom the claimant wants present, and Administrator, the Administrator's agents, counsel and witnesses present;
b) be opened with a presentation of the issue by the FHA;
c) be conducted informally, without technical rules of evidence, but subject to the requirements of due process;
d) allow the claimant and the Administrator the option to present their positions for themselves or with the aid of others, including legal counsel;
e) give all participants an opportunity to present oral or written testimony or documentary evidence, offer rebuttal; question witnesses presented at the hearing; and examine all evidence presented at the hearing;
f) result in a decision, based exclusively on evidence or testimony presented at the hearing; and
g) be tape recorded, and result in a written decision that is given to the claimant and filed with evidence introduced at the hearing. The FHA will allow the claimant to establish all pertinent facts and circumstances, and to advance any arguments without undue interference. Information that the claimant does not have an opportunity to hear or see will not be used in the fair hearing decision or made part of the hearing record. Any material reviewed by the FHA must be made available to the claimant or their representative. The claimant will be responsible for preparing a written transcript if they wish to pursue court action.

The FHA shall admit all evidence if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. (22 M.R.S. § 4322).

Claimant's Failure to Appear. If the claimant fails to appear at the hearing, the FHA will send a written notice to the claimant indicating that the Administrator's decision remains unchanged because of the claimant failure to appear. The notice will state that the claimant has 5 working days from receipt of the notice to provide the Administrator with information demonstrating "just cause," for failure to appear.

"Just cause" for a claimant's failure to appear at a fair hearing, may include:

a) a death or serious illness in the family;
b) a personal illness which reasonably prevents the party from attending the hearing;
c) an emergency or unforeseen event which reasonably prevents the party from attending the hearing;
d) an obligation or responsibility which a reasonable person in the conduct of their affairs could reasonably conclude takes precedence over the attendance at the hearing; or
e) lack of receipt of adequate or timely notice; excusable neglect, excusable inadvertence, or excusable mistake.

If the claimant (or his/her attorney) establishes that just cause existed, the request for the hearing will be reinstated and a hearing rescheduled.

If a claimant who is represented by legal counsel fails to appear at a fair hearing, legal counsel shall not testify in place of the claimant on matters of 'fact' but may cross examine witnesses and make 'legal' arguments on behalf of the claimant.

Section 7.5—The Fair Hearing Decision

The FHA's decision will be binding on the Administrator, and will be communicated in writing to the claimant within 5 working days after completion of the hearing. Written notice of the decision will contain:

a) a statement of the issue;
b) relevant facts brought out at the hearing;
c) pertinent provisions in the law or GA ordinance related to the decision; and
d) the FHA's decision and the reasons for it.

A copy of the decision will be given to the claimant. The hearing record and the case record will be maintained by the Administrator.

The written decision will state that if the claimant is dissatisfied with the fair hearing decision, they may appeal pursuant to Maine Rule of Civil Procedure, Rule 80B. To take advantage of this right, the claimant must file a petition for review with the Superior Court within 30 days of receipt of the fair hearing decision.

When the decision by the FHA or court authorizes assistance to the claimant, the assistance will be provided within 24 hours.

ARTICLE VIII – Recovery of Expenses

Recipients. The municipality may recover the full amount of assistance granted to a person from either the recipient or from any person liable for the recipient, or their executors or administrators in a civil action. However, prior to recovering assistance granted, the municipality shall "offset" the value of any workfare performed by a GA recipient against the repayment obligation, at a rate not less than minimum wage.

Before filing a court action to seek repayment of GA benefits previously provided to a recipient, the municipality will seek voluntary repayment after written notice and discussion with the recipient However, the municipality will not attempt to recover such amounts if, as a result of the repayment, the recipient would again become eligible for GA. (22 M.R.S. § 4318).

Recipients Anticipating Workers' Compensation Benefits. The municipality shall claim a lien on any lump sum payment under the Workers' Compensation Act or similar law of any other state, which lien shall equal the value of all GA payments made to a recipient of any such lump sum payment. (22 M.R.S. § 4318, 39-A M.R.S. § 106). After issuing any GA on behalf of a recipient who has applied for or is receiving Workers' Compensation, the municipality shall file a notice of the municipal lien with the GA recipient and the Maine Office of Secretary of State, Uniform Commercial Code division.

The notice of lien shall be filed on a UCC-1 form which must be signed by the GA recipient who has applied for or is receiving Workers' Compensation. Any GA applicant who has applied for or who is receiving Workers' Compensation benefits and who refuses to sign a properly prepared UCC-1 form will be found ineligible to receive GA until they provide the required signature. The municipality shall also send a photocopy of that filing to the recipient's Worker's Compensation attorney, if known, the applicant's employer or the employer's insurance company, and, at the Administrator's discretion, to the Workers' Compensation Board. The lien shall be enforced at the time any lump sum Workers' Compensation benefit is issued.

Recipients of SSI. All applicants who receive GA while receipt of their Supplemental Security Income (SSI) assistance is pending or suspended (and which therefore may be retroactively issued to the applicant at a later date), will be required to sign a statement on an Interim Assistance Agreement form distributed by the DHHS that authorizes the Social Security Administration to direct a portion of any retroactive SSI payment to the municipality and/or the state in repayment for the GA granted. Any GA applicant who has applied for or who may be applying for SSI, or who may be required to apply for SSI pursuant to 22 M.R.S. § 4317, and who refuses to sign the Interim Agreement SSI authorization form will be found ineligible to receive GA until they provide the required signature. (22 M.R.S. § 4318).

Relatives. The spouse of an applicant, and the parents of any applicant under the age of 25, are liable for the support of the applicant (22 M.R.S. § 4319). In addition, the grandchildren, children, parents, grandparents, the spouse and a registered domestic partner, are liable for the burial costs of each other. The municipality considers these relatives to be available resources and liable for the support of their relatives in proportion to their respective ability. The municipality may complain to any court of competent jurisdiction to recover any expenses made on behalf of a recipient if the relatives fail to fulfill their responsibility. (22 M.R.S. § 4319).

ARTICLE IX – Severability

If any provision of this ordinance is declared invalid by a court of competent jurisdiction, such decision shall not invalidate any other provision of the ordinance.

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2026-2027 GA Overall Maximums

Metropolitan Areas

COUNTY	Persons in Household 1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	1,368	1,444	1,825	2,346	2,467
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	1,390	1,537	2,016	2,618	3,342
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	1,254	1,340	1,745	2,255	2,536
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	1,080	1,167	1,531	1,979	2,211
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,616	1,824	2,343	2,872	3,523
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	1,216	1,390	1,735	2,412	2,910

Appendix A

Effective: 10/01/26-09/30/27

COUNTY	1	2	3	4	5
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,409	1,553	1,888	2,528	2,817
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,670	1,846	2,422	2,904	4,063

***Note: Add $75 for each additional person.**

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	1,036	1,044	1,346	1,839	1,913
Franklin County	1,002	1,109	1,454	1,925	1,933
Hancock County	1,350	1,357	1,651	2,252	2,261
Kennebec County	1,190	1,199	1,558	2,001	2,374
Knox County	1,211	1,257	1,511	1,909	2,064
Lincoln County	1,344	1,408	1,543	2,130	2,278
Oxford County	982	1,088	1,425	1,981	2,389
Piscataquis County	1,076	1,189	1,561	1,871	2,067
Somerset County	1,117	1,191	1,393	1,858	1,993
Waldo County	1,272	1,279	1,582	2,052	2,346
Washington County	949	1,049	1,377	1,913	12,137

*** Please Note: Add $75 for each additional person.**

Appendix B
Effective: 10/01/26-09/30/27

2026-2027 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2026, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	$ 71.16	$ 306.00
2	$ 130.70	$ 562.00
3	$ 187.91	$ 808.00
4	$ 237.91	$ 1,023.00
5	$ 283.02	$ 1,217.00
6	$ 340.23	$ 1,463.00
7	$ 375.81	$ 1,616.00
8	$ 428.14	$ 1,841.00

Note: For each additional person add $225 per month.

Appendix C
Effective: 10/01/26-09/30/27

2026-2027 GA Housing Maximums

(Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. *(See Instruction Memo for further guidance.)*

Non-Metropolitan FMR Areas

Aroostook County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	199	855	234	1,006
1	199	855	235	1,011
2	246	1,059	304	1,306
3	347	1,492	417	1,793
4	349	1,500	433	1,861

Franklin County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	193	828	227	976
1	208	892	251	1,079
2	274	1,177	330	1,418
3	370	1,589	438	1,884
4	370	1,589	438	1,884

Hancock County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	278	1,196	308	1,323
1	278	1,196	309	1,327
2	327	1,406	376	1,615
3	455	1,958	514	2,211
4	455	1,958	514	2,211

Kennebec County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	241	1,037	271	1,164
1	241	1,307	272	1,170
2	306	1,315	354	1,524
3	397	1,709	456	1,961
4	470	2,021	541	2,325

Appendix C

Effective: 10/01/26-09/30/27

Non-Metropolitan FMR Areas

Knox County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	247	1,062	277	1,189
1	248	1,067	286	1,230
2	294	1,265	343	1,474
3	376	1,615	434	1,867
4	397	1,709	468	2,013

Lincoln County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	278	1,195	307	1,322
1	283	1,218	321	1,381
2	302	1,297	350	1,506
3	427	1,836	486	2,088
4	447	1,923	518	2,227

Oxford County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	193	829	222	956
1	208	896	246	1,059
2	275	1,182	323	1,391
3	393	1,689	451	1,941
4	474	2,036	544	2,340

Piscataquis County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	208	896	244	1,051
1	229	983	270	1,159
2	301	1,293	354	1,521
3	359	1,544	423	1,820
4	388	1,668	466	2,002

Somerset County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	219	943	254	1,091
1	227	974	270	1,161
2	260	1,116	315	1,357
3	354	1,522	422	1,815
4	370	1,589	452	1,944

Appendix C

Effective: 10/01/26-09/30/27

Non-Metropolitan FMR Areas

Waldo County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	260	1,119	290	1,246
1	260	1,119	291	1,250
2	311	1,339	360	1,548
3	409	1,760	468	2,012
4	464	1,993	534	2,297

Washington County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	185	795	214	922
1	199	856	237	1,019
2	263	1,132	312	1,341
3	377	1,619	435	1,872
4	414	1,782	485	2,086

Metropolitan FMR Areas

Bangor HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	283	1,219	313	1,346
1	292	1,255	330	1,417
2	368	1,583	417	1,792
3	478	2,054	536	2,306
4	491	2,113	562	2,417

Cumberland Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	289	1,241	318	1,368
1	313	1,347	351	1,510
2	412	1,770	460	1,979
3	540	2,324	599	2,576
4	695	2,987	765	3,291

Lewiston/Auburn MSA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	256	1,101	286	1,228
1	267	1,148	305	1,311
2	349	1,502	398	1,711
3	456	1,963	515	2,215
4	508	2,183	578	2,487

Appendix C

Effective: 10/01/26-09/30/27

Metropolitan FMR Areas

Penobscot Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	216	931	246	1,058
1	227	978	265	1,140
2	300	1,289	348	1,498
3	392	1,687	451	1,939
4	432	1,857	503	2,161

Portland HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	341	1,467	371	1,594
1	380	1,634	418	1,797
2	488	2,097	536	2,306
3	599	2,578	658	2,830
4	737	3,168	807	3,472

Sagadahoc Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	248	1,067	278	1,194
1	279	1,200	317	1,363
2	346	1,489	395	1,698
3	492	2,118	551	2,370
4	594	2,555	665	2,859

York Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	293	1,260	323	1,387
1	317	1,363	355	1,526
2	382	1,642	430	1,851
3	519	2,234	578	2,486
4	573	2,462	643	2,766

York/Kittery / S. Berwick HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	354	1,521	383	1,648
1	385	1,656	423	1,819
2	506	2,176	555	2,385
3	607	2,610	666	2,862
4	862	3,780	933	4,012

Appendix D
Effective: 10/01/26-09/30/27

2026-2027 Electric Utility Maximums

ELECTRIC

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is ***not automatically*** entitled to the "maximums" established—applicants must demonstrate need.

1) Electricity Maximums for Households *Without Electric Hot Water*: The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

Number in Household	Weekly	Monthly
1	$19.95	$ 85.50
2	$22.52	$ 96.50
3	$24.97	$107.00
4	$27.53	$118.00
5	$29.88	$128.50
6	$32.55	$139.50
NOTE: For each additional person add $10.50 per month.		

2) Electricity Maximums for Households *With Electrically Heated Hot Water*: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

Number in Household	Weekly	Monthly
1	$29.63	$127.00
2	$34.07	$146.00
3	$39.67	$170.00
4	$46.32	$198.50
5	$55.65	$238.50
6	$58.68	$251.50
NOTE: For each additional person add $14.50 per month.		

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

Appendix E

Effective: 10/01/26-09/30/27

2026-2027 Heating Fuel Maximums

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

Appendix F
Effective: 10/01/26-09/30/27

2026-2027 Personal Care & Household Supplies Maximums

Number in Household	Weekly Amount	Monthly Amount
1-2	$10.50	$45.00
3-4	$11.60	$50.00
5-6	$12.80	$55.00
7-8	$14.00	$60.00
NOTE: For each additional person add $1.25 per week or $5.00 per month.		

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	$12.80	$55.00
2	$17.40	$75.00
3	$23.30	$100.00
4	$27.90	$120.00

Appendix G
Effective: 10/01/26-09/30/27

2026-2027 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel, etc. is 56 cents (56 ¢) per mile.

Please refer to the Office of State Controller for changes to this rate: Telephone: 626-8420 or visit: http://www.state.me.us/osc/.

Funeral Maximums / Burial Maximums and Cremation Maximums

The maximum amount of general assistance granted for the purpose of burial is **$1,620**.

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal Administrator.

Additional costs may be allowed by the GA Administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **$1,125**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA Administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed $55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

APPENDIX I – Definition of Misconduct (26 M.R.S. § 1043 (23))

23. Misconduct. "Misconduct" means a culpable breach of the employee's duties or obligations to the employer or a pattern of irresponsible behavior, which in either case manifests a disregard for a material interest of the employer. This definition relates only to an employee's entitlement to benefits and does not preclude an employer from discharging an employee for actions that are not included in this definition of misconduct. A finding that an employee has not engaged in misconduct for purposes of this chapter may not be used as evidence that the employer lacked justification for discharge.

A. The following acts or omissions are presumed to manifest a disregard for a material interest of the employer. If a culpable breach or a pattern of irresponsible behavior is shown, these actions or omissions constitute "misconduct" as defined in this subsection. This does not preclude other acts or omissions from being considered to manifest a disregard for a material interest of the employer. The acts or omissions included in the presumption are the following:

(1) Refusal, knowing failure or recurring neglect to perform reasonable and proper duties assigned by the employer;

(2) Unreasonable violation of rules that are reasonably imposed and communicated and equitably enforced;

(3) Unreasonable violation of rules that should be inferred to exist from common knowledge or from the nature of the employment;

(4) Failure to exercise due care for punctuality or attendance after warnings;

(5) Providing false information on material issues relating to the employee's eligibility to do the work or false information or dishonesty that may substantially jeopardize a material interest of the employer;

(6) Intoxication while on duty or when reporting to work, or unauthorized use of alcohol or cannabis while on duty except for the use of cannabis permitted under Title 22, chapter 558-C;

(7) Using illegal drugs or being under the influence of such drugs while on duty or when reporting to work;

(8) Unauthorized sleeping while on duty;

(9) Insubordination or refusal without good cause to follow reasonable and proper instructions from the employer;

(10) Abusive or assaultive behavior while on duty, except as necessary for self-defense;

(11) Destruction or theft of things valuable to the employer or another employee;

(12) Substantially endangering the safety of the employee, coworkers, customers or members of the public while on duty;

(13) Conviction of a crime in connection with the employment or a crime that reflects adversely on the employee's qualifications to perform the work; or

(14) Absence for more than 2 work days due to incarceration for conviction of a crime.

[PL 2019, c. 125, §1 (AMD); PL 2021, c. 669, § 5 (REV).]

B. "Misconduct" may not be found solely on:

(1) An isolated error in judgment or a failure to perform satisfactorily when the employee has made a good faith effort to perform the duties assigned;

(2) Absenteeism caused by illness of the employee or an immediate family member if the employee made reasonable efforts to give notice of the absence and to comply with the employer's notification rules and policies; or

(3) Actions taken by the employee that were necessary to protect the employee or an immediate family member from domestic violence if the employee made all reasonable efforts to preserve the employment.

[PL 2019, c. 125, §1 (AMD); PL 2021, c. 669, § 5 (REV).]

Appendix A
Effective: 10/01/26-09/30/27

2026-2027 GA Overall Maximums

Metropolitan Areas

COUNTY	Persons in Household 1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	1,368	1,444	1,825	2,346	2,467
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	1,390	1,537	2,016	2,618	3,342
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	1,254	1,340	1,745	2,255	2,536
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	1,080	1,167	1,531	1,979	2,211
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,616	1,824	2,343	2,872	3,523
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	1,216	1,390	1,735	2,412	2,910

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,409	1,553	1,888	2,528	2,817
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,670	1,846	2,422	2,904	4,063

***Add $75 for each additional person.**

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	1,036	1,044	1,346	1,839	1,913
Franklin County	1,002	1,109	1,454	1,925	1,933
Hancock County	1,350	1,357	1,651	2,252	2,261
Kennebec County	1,190	1,199	1,558	2,001	2,374
Knox County	1,211	1,257	1,511	1,909	2,064
Lincoln County	1,344	1,408	1,543	2,130	2,278
Oxford County	982	1,088	1,425	1,981	2,389
Piscataquis County	1,076	1,189	1,561	1,871	2,067
Somerset County	1,117	1,191	1,393	1,858	1,993
Waldo County	1,272	1,279	1,582	2,052	2,346
Washington County	949	1,049	1,377	1,913	2,137

***Add $75 for each additional person.**

2026-2027 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2026, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	$ 71.16	$ 306.00
2	$ 130.70	$ 562.00
3	$ 187.91	$ 808.00
4	$ 237.91	$ 1,023.00
5	$ 283.02	$ 1,217.00
6	$ 340.23	$ 1,463.00
7	$ 375.81	$ 1,616.00
8	$ 428.14	$ 1,841.00

Note: For each additional person add $225 per month.

2026-2027 GA Housing Maximums
(Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! ONLY **consider** adopting the following numbers if these figures are consistent with local rent values. If not, a market survey should be conducted, and the figures altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. *(See Instruction Memo for further guidance.)*

Non-Metropolitan FMR Areas

Aroostook County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	199	855	234	1,006
1	199	855	235	1,011
2	246	1,059	304	1,306
3	347	1,492	417	1,793
4	349	1,500	433	1,861

Franklin County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	193	828	227	976
1	208	892	251	1,079
2	274	1,177	330	1,418
3	370	1,589	438	1,884
4	370	1,589	438	1,884

Hancock County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	278	1,196	308	1,323
1	278	1,196	309	1,327
2	327	1,406	376	1,615
3	455	1,958	514	2,211
4	455	1,958	514	2,211

Kennebec County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	241	1,037	271	1,164
1	241	1,307	272	1,170
2	306	1,315	354	1,524
3	397	1,709	456	1,961
4	470	2,021	541	2,325

Appendix C

Effective: 10/01/26-09/30/27

Non-Metropolitan FMR Areas

Knox County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	247	1,062	277	1,189
1	248	1,067	286	1,230
2	294	1,265	343	1,474
3	376	1,615	434	1,867
4	397	1,709	468	2,013

Lincoln County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	278	1,195	307	1,322
1	283	1,218	321	1,381
2	302	1,297	350	1,506
3	427	1,836	486	2,088
4	447	1,923	518	2,227

Oxford County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	193	829	222	956
1	208	896	246	1,059
2	275	1,182	323	1,391
3	393	1,689	451	1,941
4	474	2,036	544	2,340

Piscataquis County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	208	896	244	1,051
1	229	983	270	1,159
2	301	1,293	354	1,521
3	359	1,544	423	1,820
4	388	1,668	466	2,002

Somerset County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	219	943	254	1,091
1	227	974	270	1,161
2	260	1,116	315	1,357
3	354	1,522	422	1,815
4	370	1,589	452	1,944

Appendix C

Effective: 10/01/26-09/30/27

Non-Metropolitan FMR Areas

Waldo County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	260	1,119	290	1,246
1	260	1,119	291	1,250
2	311	1,339	360	1,548
3	409	1,760	468	2,012
4	464	1,993	534	2,297

Washington County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	185	795	214	922
1	199	856	237	1,019
2	263	1,132	312	1,341
3	377	1,619	435	1,872
4	414	1,782	485	2,086

Metropolitan FMR Areas

Bangor HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	283	1,219	313	1,346
1	292	1,255	330	1,417
2	368	1,583	417	1,792
3	478	2,054	536	2,306
4	491	2,113	562	2,417

Cumberland Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	289	1,241	318	1,368
1	313	1,347	351	1,510
2	412	1,770	460	1,979
3	540	2,324	599	2,576
4	695	2,987	765	3,291

Lewiston/Auburn MSA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	256	1,101	286	1,228
1	267	1,148	305	1,311
2	349	1,502	398	1,711
3	456	1,963	515	2,215
4	508	2,183	578	2,487

Appendix C

Effective: 10/01/26-09/30/27

Metropolitan FMR Areas

Penobscot Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	216	931	246	1,058
1	227	978	265	1,140
2	300	1,289	348	1,498
3	392	1,687	451	1,939
4	432	1,857	503	2,161

Portland HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	341	1,467	371	1,594
1	380	1,634	418	1,797
2	488	2,097	536	2,306
3	599	2,578	658	2,830
4	737	3,168	807	3,472

Sagadahoc Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	248	1,067	278	1,194
1	279	1,200	317	1,363
2	346	1,489	395	1,698
3	492	2,118	551	2,370
4	594	2,555	665	2,859

York Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	293	1,260	323	1,387
1	317	1,363	355	1,526
2	382	1,642	430	1,851
3	519	2,234	578	2,486
4	573	2,462	643	2,766

York/Kittery/S. Berwick HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	354	1,521	383	1,648
1	385	1,656	423	1,819
2	506	2,176	555	2,385
3	607	2,610	666	2,862
4	862	3,780	933	4,012

2026-2027 Electric Utility Maximums

ELECTRIC

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is ***not automatically*** entitled to the "maximums" established—applicants must demonstrate need.

1) Electricity Maximums for Households *Without Electric Hot Water*: The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

Number in Household	Weekly	Monthly
1	$19.95	$ 85.50
2	$22.52	$ 96.50
3	$24.97	$107.00
4	$27.53	$118.00
5	$29.88	$128.50
6	$32.55	$139.50
NOTE: For each additional person add $10.50 per month.		

2) Electricity Maximums for Households *With Electrically Heated Hot Water*: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

Number in Household	Weekly	Monthly
1	$29.63	$127.00
2	$34.07	$146.00
3	$39.67	$170.00
4	$46.32	$198.50
5	$55.65	$238.50
6	$58.68	$251.50
NOTE: For each additional person add $14.50 per month.		

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

2026-2027 Heating Fuel Maximums

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

2026-2027 Personal Care & Household Supplies Maximums

Number in Household	Weekly Amount	Monthly Amount
1-2	$10.50	$45.00
3-4	$11.60	$50.00
5-6	$12.80	$55.00
7-8	$14.00	$60.00
NOTE: For each additional person add $1.25 per week or $5.00 per month.		

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	$12.80	$55.00
2	$17.40	$75.00
3	$23.30	$100.00
4	$27.90	$120.00

Appendix G
Effective: 10/01/26-09/30/27

2026-2027 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel, etc. is 56 cents (56 ¢) per mile.

Please refer to the Office of State Controller for changes to this rate: Telephone: 626-8420 or visit: http://www.state.me.us/osc/.

Funeral Maximums / Burial Maximums and Cremation Maximums

The maximum amount of general assistance granted for the purpose of burial is **$1,620**.

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal Administrator.

Additional costs may be allowed by the GA Administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **$1,125**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA Administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed $55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

2026-2027 GA Housing Maximums

Recovery Residences

The following Recovery Residence maximums are in effect from 10/1/2026- 9/30/2027

Non-Metropolitan FMR Areas	25 Beds or less		26+ Beds	
Area	**Weekly**	**Monthly**	**Weekly**	**Monthly**
Aroostook County	$176.25	$758.25	$123.38	$530.78
Franklin County	$188.25	$809.25	$131.78	$566.48
Hancock County	$231.75	$995.25	$162.23	$696.68
Kennebec County	$204.00	$877.50	$142.80	$614.25
Knox County	$214.50	$922.50	$150.15	$645.75
Lincoln County	$240.75	$1,035.75	$168.53	$725.03
Oxford County	$184.50	$794.25	$129.15	$555.98
Piscataquis County	$202.50	$869.25	$141.75	$608.48
Somerset County	$202.50	$870.75	$141.75	$609.53
Waldo County	$218.25	$937.50	$152.78	$656.25
Washington County	$177.75	$764.25	$124.43	$534.98

Metropolitan FMR Areas	25 Beds or less		26+ Beds	
Area	**Weekly**	**Monthly**	**Weekly**	**Monthly**
Bangor HMFA	$247.50	$1,062.75	$173.25	$743.93
Cumberland Cty. HMFA	$263.25	$1,132.50	$184.28	$792.75
Lewiston/Auburn MSA	$228.75	$983.25	$160.13	$688.28
Penobscot Cty. HMFA	$198.75	$855.00	$139.13	$598.50
Portland HMFA	$313.50	$1,347.75	$219.45	$943.43
Sagadahoc Cty. HMFA	$237.75	$1,022.25	$166.43	$715.58
York Cty. HMFA	$266.25	$1,144.50	$186.38	$801.15
York/Kittery/S. Berwick HMFA	$317.25	$1,364.25	$222.08	$954.98

These rates were calculated according to CMR 10-144, Ch. 323, Section V which requires:

A. The Recovery Residence is 75% of 1 bedroom heated rate.

B. The Recovery Residence rate for a facility with 26 or more beds is 70% of the <26 bed rate (A).

Revised 09/09/2026

General Assistance Maximums Reference Sheet - York County HMFA

Effective October 1, 2026 - September 30, 2027

OVERALL MAXIMUMS (A)				
Persons in Household				
1	2	3	4	5
$1,409	$1,553	$1,888	$2,528	$2,817
Household of 6 = $2,892				
*Note: Add $75 for each additional person.				

HOUSING MAXIMUMS (C)				
	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	$293	$1,260	$323	$1,387
1	$317	$1,363	$355	$1,526
2	$382	$1,642	$430	$1,851
3	$519	$2,234	$578	$2,486
4	$573	$2,462	$643	$2,766
Recovery Residence			$266.25	$1,144.50
26+ rooms			$186.38	$801.15

FOOD MAXIMUMS (B)		
Persons	Weekly	Monthly
1	$71.16	$306
2	$130.70	$562
3	$187.91	$808
4	$237.91	$1,023
5	$283.02	$1,217
6	$340.23	$1,463
7	$375.81	$1,616
8	$428.14	$1,841

Note: For each additional person add $225 per month.

ELECTRIC (D)

Without electric heat/hot water

# in HH	Weekly	Monthly
1	$19.95	$85.50
2	$22.52	$96.50
3	$24.97	$107.00
4	$27.53	$118.00
5	$29.88	$128.50
6	$32.55	$139.50

For each additional person, add $10.50/mo

WITH electric heat/hot water

# in HH	Weekly	Monthly
1	$29.63	$127.00
2	$34.07	$146.00
3	$39.67	$170.00
4	$46.32	$198.50
5	$55.65	$238.50
6	$58.68	$251.50

For each additional person, add $14.50/mo

NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is not automatically entitled to the "maximums" established applicants must demonstrate need. 1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

2) Electricity Maximums for Households with Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:

HEATING FUEL (E)	
Month	Gallons
January	225
February	225
March	125
April	125
May	50
June - August	0
September	50
October	100
November	200
December	200

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

FUNERAL MAXIMUMS (H)

Cremation $1,125

Additional costs that may be allowed:

* A cremation lot in the least expensive section of the cemetery.
* Urn, not to exceed $55.
* Transportation costs at a reasonable rate per mile.

Burial $1,620

Additional costs that may be allowed:

* Wholesale cost of cement liner, if required.
* Opening and closing of gravesite.
* A lot in the least expensive section of the cemetery unless they can provide a lot in a municipally owned cemetery.

PERSONAL CARE & HOUSEHOLD SUPPLIES (F)		
# in HH	Weekly	Monthly
1-2	$10.50	$45.00
3-4	$11.60	$50.00
5-6	$12.80	$55.00
7-8	$14.00	$60.00

For each additional person add $1.25/wk or $5 per month

Mileage Rate (G)	$.56 per mile

SUPPLEMENTS FOR HOUSEHOLDS WITH CHILDREN UNDER 5 (F)		
# of Children	Weekly	Monthly
1	$12.80	$55.00
2	$17.40	$75.00
3	$23.30	$100.00
4	$27.90	$120.00

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, & shampoo,up to the following amounts:

GA Hotline: 1-800-442-6003, option 2 then 1

Revised 08/26/2026

Memo

Number: 26-320-01
To: City Council
From: Brady Lloyd, Parks & Recreation Director
Date: 2026-10-20
Subject: Ordered, to approve the York District, Pine Tree Council, and Scouting America camporee event at Gowen Park on 11/6/2026 - 11/8/2026.

RECOMMENDATION

This is the same event as last year. There are no issues from the Parks & Rec Dept. We will help facilitate the approval of a raised campfire between the group and the Fire Department.

While our ordinance says no camping, this can be approved through City Council.

Background Information:

This was approved last year and it was a successful event. Please see attached document outlining the details provided by the Scouts.

Legal Review Status:

N/A

Administrative or Department Review:

The scouts will be there to answer any additional questions.

Financial Impact or Review:

They will rent the park as they have done in years past.

ATTACHMENT(S):

Camporee Fall 26.pdf

To Whom it May Concern,

York District, Pine Tree Council, Scouting America would like to host a camporee event at Gowen Park the weekend of 11/6 - 11/8. This activity includes; overnight tent camping, field activities (field games, pioneering projects, Scout skills), and an above-ground campfire on Saturday night.

The camporee is sponsored and insured by Pine Tree Council, and is open to Scouts in southern Maine, and to the public. The intent of the event is for Scouts to showcase what Scouting is all about, and to invite the public as a way of recruiting more scouts to the program.

The camporee will be providing porta-potty service, and scouts will bring potable water. The camporee will be a carry-in, carry-out trash event. The Scouts are also looking to provide any community service project that the city would like done at the park or surrounding area (schools nearby within walking distance).

FMI please contact the Activity Chairman,

Jacob Lanoue
207-391-2005 jacobalanoue@gmail.com

Memo

Number: 26-342-01
To: City Council
From: Lorisa Ricketts, Executive Administrator
Date: 2026-10-20
Subject: Ordered, to authorize the City Manager to sign a Certificate of Local Approval in support of Caring Unlimited's annual application to Maine State Housing for funding to support their 18-bed Emergency Shelter in Sanford.

RECOMMENDATION

Authorize the City Manager to sign a Certificate of Local Approval for Caring Unlimited's 18-bed emergency shelter in Sanford.

Background Information:

Caring Unlimited is making its annual application to Maine State Housing for funding to support their Emergency Shelter in Sanford. The application requires a certification of local approval for the shelter's operations. See attached.

Caring Unlimited operates an 18 bed emergency shelter for individuals and families homeless due to domestic violence or fleeing domestic violence. Guests receive domestic violence advocacy, housing navigation, and other support services to stabilize following a crisis, to increase safety, and to move to permanent housing. They have access to 24-hour helpline, civil legal services, individual and group advocacy and support services. Caring Unlimited also provides housing navigation to other individuals and families who are homeless due to DV but are not staying at the shelter. Assistance includes accessing and eligible resources such as housing vouchers and direct support from public and private sources.

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

Attachment E- Local Government Approval.pdf

ATTACHMENT E. CERTIFICATION OF LOCAL APPROVAL FOR NONPROFIT ORGANIZATIONS

Emergency Solutions Grant (ESG) regulations (24CFR § 576.202(a)(2)) require that any private nonprofit agency receiving ESG funding have the approval of the unit of local government in whose jurisdiction they operate.

The undersigned, authorized to act on behalf of (name of town/city) City of Sanford certifies to MaineHousing that (name of shelter agency) Caring Unlimited has the approval of the above named local government to provide the following ESG funded services within this municipality:

An 18 bed emergency shelter for individuals and families homeless due to domestic violence or fleeing domestic violence. Guests receive domestic violence advocacy, housing navigation, and other support services to stabilize following a crisis, to increase safety, and to move to permanent housing. They have access to 24-hour helpline, civil legal services, individual and group advocacy and support services. Caring Unlimited also provides housing navigation to other individuals and families who are homeless due to DV but are not staying at the shelter. Assistance includes accessing and eligible resources such as housing vouchers and direct support from public and private sources.

Signature:

Printed Name:

Title:

Date: