



A G E N D A

MEETING - City Council
City Council Chambers

Tuesday, September 20, 2022
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 as amended and adopted May 3, 2022. Members of the public may join the meeting by phone by dialing 1 (929) 205-6099 using Meeting ID 895 8928 7001 and Password 054090, or via computer at <https://us02web.zoom.us/j/89589287001?pwd=OThLeHBjMHZDVkZnOWY0QXNCM2JVdz09>. Members of the public may also submit comments via the City of Sanford website at www.sanfordmaine.org under Email City Departments/ City Council.

Pledge of Allegiance

Moment of Silence

Roll Call

Minutes

- 22-438-01 Ordered, to approve the minutes from the regular City Council meeting held on Tuesday, September 6, 2022.
- 22-439-01 Ordered, to approve the minutes from the Executive Session of the City Council held on Tuesday, September 6, 2022.

Mayor's Report/City Council Sub-Committee Reports

City Manager's Report

Communications/Presentations

- 18-428-01 Annual presentation from the Sanford Housing Authority and the Sanford Land Bank Authority pursuant to 30-A M.R.S.A § 4721(5) that states that unless the municipality and authority agree otherwise, an [housing] authority shall meet at least annually with the legislative body of the municipality for which it is created and by City Council Order.

Public Participation

Public Hearings

The City Council will take public comment on the following:

- 22-418-01 A Public Hearing to solicit comments on a Community Enterprise CDBG Grant to improve Commercial Facades in the Downtown

Consent Agenda

Old Business

- 22-440-01 Ordered, to review and approve a proposed Amendment of Chapter 280: Zoning regarding Front Yard Setback and Private Way Standards in the Urban Zone. This item must be read on two separate occasions. This is a second reading.

New Business

- 22-417-01 Ordered, to authorize an application for a Public Service CDBG Grant to improve commercial facades in the Downtown.
- 22-432-01 Ordered, to accept a Grant Award for Goodall Brook Phase III, a USEPA 319 Grant Program with MaineDEP and York County Soil and Water Conservation District.
- 22-430-01 Ordered, to review the proposed rental fees for Memorial Gym.
- 22-429-01 Ordered, to authorize the Parks and Recreation Director to enter into an MOU on behalf of the City of Sanford with the Three Rivers Land Trust and the Native Plant Trust, and to authorize the Trails Committee to spend up to \$4,167 out of the Trails CIP towards the local match of a grant in collaboration with said partners to build a public access trail.
- 22-427-01 Ordered, to accept the bid for the demolition and removal of the 38 Jackson Street building from Green Shadow Property Maintenance LLC in the firm fixed price amount of \$9,900.00.
- 22-426-01 Ordered, to accept the bid for the demolition and removal of the 18 Winter Street building garage from Green Shadow Property Maintenance LLC in the firm fixed price amount of \$5,306.25.
- 22-441-01 Adoption of a proclamation in recognition of Constitution Week to be signed by the Mayor on behalf of Sanford City Council.
- 22-442-01 Ordered, to accept the award of an Assistance to Firefighters Grant to fund training for the rapid intervention team in the amount of \$174,545.45
- 22-419-01 Ordered, to authorize sale of Fire Engine 2 to the Town of Alfred.

Council Member Comments

Future Agenda Items

Adjournment

Memo



Number:

To: City Council

From: Lorisa Ricketts, Administration

Date: 2022-09-20 18:00:00

Subject: Ordered, to approve the minutes from the regular City Council meeting held on Tuesday, September 6, 2022.

RECOMMENDATION

Ordered, to approve the minutes from the regular City Council meeting held on Tuesday, September 6, 2022.

ATTACHMENTS

- [9-6-22 City Council Minutes.pdf](#)



Sanford City Council

City Council Meeting Minutes – September 6, 2022

The Sanford City Council met on Tuesday, September 6, 2022 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 as amended May 3, 2022.

MAYOR: Anne-Marie Mastraccio; **DEPUTY MAYOR:** Maura A. Herlihy; **COUNCILORS:** Councilor Robert G. Stackpole; Councilor Ayn M. Hanselmann; Councilor Becky A. Brink; Councilor Michael W. Termath. **CITY STAFF:** City Manager Steven Buck (via Zoom); Executive Assistant Lorisa Ricketts; Planning Director Beth Della Valle; Planner Kyle Boyd; City Clerk Sue Cote.

Others Present via Zoom: Kara Wilbur, Zendelle Bouchard, Dianne Connolly, Public Works Director Matt Hill; Lead Code Enforcement Officer Jamie Cole; City Manager Steve Buck; Community Development Director Ian Houseal; Parks and Recreation Director Brady Lloyd

Meeting Format

Mayor Mastraccio 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 as amended May 3, 2022.

Pledge of Allegiance

Moment of Silence

Roll Call:

Mayor Mastraccio performed the roll call of Councilors present: Councilor Termath, present; Councilor Brink, present; Councilor Martell, absent with notice; Councilor Hanselmann, present; Councilor Stackpole, present; Deputy Mayor Herlihy, present.

Minutes

22-410-01 Ordered, to approve the minutes from the regular City Council meeting held on Tuesday, August 16, 2022.

Councilor Brink moved to approve. Councilor Termath seconded the motion.

Motion passed 6-0.

22-411-01 Ordered, to approve the minutes from the Executive Session of the City Council held on Tuesday, August 16, 2022.

Councilor Brink moved to approve. Councilor Termath seconded the motion.

Motion passed 6-0.

Mayor's Report/City Council Sub-Committee Reports

None.

City Manager's Report

City Manager Buck presented his report. **See attached.**

The Governor has announced in conjunction with the State Legislature that municipal revenue sharing has been restored to the full 5%. Manager Buck stated that people at home should really watch what happens at the State level. This is a prime example of State policy directly impacting local residents.

Communications/Presentations

22-413-01 Introduction of Planner Kyle Boyd

Planning Director Beth Della Valle introduced Kyle Boyd, the department's new Planner.

22-412-01 RAISE Grant Presentation

Public Works Director Matt Hill presented on the \$25 Million RAISE grant that Sanford has been awarded, the anticipated scope of work and general timing of the project.

Public Participation

None.

Public Hearings

The City Council took public comment on the following:

- 22-407-01 A Public Hearing to receive comments in favor or against the NEW application submitted by Chris Anderson DBA Brand Name Smoke, for a Marijuana Grower/Cultivation license at 72 Emery Street, Unit 505, Sanford, ME.

Public Hearing opened at 6:29 PM.

Deputy Mayor Herlihy said she received written comments from David Genest, who previously was an abutting property owner, regarding odor and soil materials left on an adjacent property. Jamie Cole has been working with the current owner to identify and resolve odor complaints as received. Regarding potting oil and root balls, the building owner is actively working to have those materials removed as soon as possible. The materials are not in the shoreland zone and do not pose a runoff hazard.

Public Hearing closed at 6:32 PM

- 22-395-01 A Public Hearing on a Proposed Amendment of Chapter 280: Zoning regarding Front Yard Setback and Private Way Standards in the Urban Zone.

Public Hearing opened at 6:33 PM.

Planning Director Beth Della Valle presented on this item.

Kara Wilbur, a property developer in Sanford, spoke in favor of this item.

Mayor Mastraccio read into the record a letter of support from Rebecca Lapierre, a real estate agent and property developer in Sanford.

Public Hearing closed at 6:39 PM

Consent Agenda

- 22-408-01 Ordered, to approve the following license application from Chri Anderso DBA Brand Name Smoke for a NEW Marijuana Grower/Cultivation License at 72 Emery Street, Unit 505, Sanford, ME.

Mayor Mastraccio sought questions or comments from the Council on the Consent Agenda items. Seeing none, the consent agenda was approved.

Old Business

- 22-403-01 Ordered, to extend the ordinance establishing a Moratorium on Mineral Extraction Lagooning and/or Creation of Ponds for an additional 180 days to allow time for the Mineral Extraction Task Force to complete its work on development of land use regulations governing this activity. This item must be read on two separate occasions. This is the second reading.

Public Works Director Matt Hill presented on this item.

Councilor Stackpole moved to approve. Councilor Brink seconded.

Motion passed 6-0.

New Business

- 22-414-01 Ordered, to review and approve a proposed Amendment of Chapter 280: Zoning regarding Front Yard Setback and Private Way Standards in the Urban Zone. This item must be read on two separate occasions. This is a first reading.

No additional discussion on this item.

- 22-415-01 Ordered, to review a Waiver of Competition for the purchase of a non-police package Ford Explorer.

Police Chief Craig Andersen presented on this item.

Councilor Hanselmann moved to approve the Waiver of Competition.
Councilor Brink seconded.

Motion passed 6-0.

- 20-180-01 Ordered, to approve the proposed Police Department lease program for unmarked vehicles for 2023-2025 as presented.

Police Chief Andersen presented on this item. Kia is requiring Council approval.

The current year CIP of \$69,355.00 will cover the lease period through 2025.

Councilor Termath moved to approve. Councilor Brink seconded.

Motion passed 6-0.

- 22-416-01 Ordered, to ratify the acquisition/disposal authorization of the Property Committee for the express purpose of entering the action into the City's official record including the disposal of 6 Goodwin Ct, disposal of 91 Pioneer Ave; disposal of 2 Sherburne St, Sanford (Tax Map I29-17); acquisition and disposal of 21 Sherburne St, Springvale (Tax Map J17-36); disposal of 32 River St; disposal of 3 Beaver Hill Rd; disposal of 15 Grove Ave; disposal of 7 Normand Ave; acquisition of Tax Map M16-7; acquisition of R22-15; disposal of 10 Brook St; and disposal of 27 North St.

Community Development Director Ian Houseal presented on this item.

Mayor Mastraccio requested that the order be amended to show the tax and lot numbers of the Sherburne Street, Sanford and Sherburne Street, Springvale properties, as the Sherburne Street in Sanford was renamed Tanguay Street subsequent to the disposal of the property.

Councilor Stackpole moved to approve. Councilor Brink seconded.

Motion passed 6-0.

- 22-420-01 Ordered, to sign the Municipal Warrant calling for a Municipal & Referendum Election to be held on Tuesday, November 8, 2022.

Councilor Stackpole moved to approve. Councilor Hanselmann seconded.

Motion passed 6-0.

- 22-422-01 Ordered, to accept the Memorial Gymnasium as returned to the care, custody, and control of the City for non-school use as determined by the Sanford Board of Education pursuant to Title 20-A §4103.

Manager Buck presented on this item and recommended that the City Council authorize acceptance of the property for the purpose of establishment of a community center there.

Councilor Stackpole moved to approve. Councilor Brink seconded.

Councilor Brink asked if Parks and Recreation is ready to take over the facility. Manager Buck said they are ready to do so. The original understanding was that the School would maintain a presence there; it is still unclear whether that will continue at this time or not.

A question regarding control of the tunnel between Willard School and Memorial Gym was asked. Manager Buck stated that he will look into control of the tunnel.

Mayor Mastraccio asked that the walk-in cooler, if not fully utilized by the School Department, could be made available as a community resource to other organizations.

The gym is still designated as an emergency shelter.

Manager Buck reviewed the annual costs associated with the building and the funds that have been set aside for it, and the anticipated revenues from programming that will be raised.

Director Lloyd said that his department is very excited to take over this facility and six pickleball courts have already been lined in the gym. At the next meeting, facility rental costs will be brought before the Council.

Mayor Mastraccio asked for a policy for warming/cooling centers to be created. Manager Buck hopes to be able to store emergency supplies on-site there at the facility, eliminating the need for renting off-site space. Director Lloyd will coordinate with Facilities Director Hammerle to review.

Recreation Advisory Committee will be meeting next week to discuss this facility.

Motion passed 6-0.

- 21-445-01 Ordered, to approve amendments to the City's Epidemic and Pandemic Policy pursuant to recent US CDC Recommendations issued August 11, 2022 amending return to work for close contacts and family members.

Manager Buck presented on this item and asked for the City Council to authorize the amendments as presented.

Councilor Brink moved to approve. Councilor Stackpole seconded.

Motion passed 6-0.

- 22-343-01 Ordered, to ratify a labor agreement between the City of Sanford and the Sanford Regional Communications Association for the period of July 1, 2022 to June 30, 2025.

Manager Buck presented on this item.

Councilor Stackpole moved to approve. Councilor Hanselmann seconded.

Motion passed 6-0.

Council Member Comments

Councilor Termath: Excited to see what the future holds for the City, between the RAISE grant and other long-term projects in the city to improve residents' lives, attract potential investments and improve the downtown. Soccer season is upon us – shout-out to Mr. Mann at Sanford Middle School.

Councilor Brink: None.

Councilor Martell: Absent with notice.

Councilor Hanselmann: Welcomed staff and students to school. There are a lot of sporting events taking place; there is a lot of school spirit at those games. There is a home game this Friday the 9th. Band competition on Saturday the 17th. Project Graduation effort – September 15th mums go on sale for \$12 apiece. She has been working personally trying to find a location for Toys for Tots – a dry 30x30 space is needed and she asked anyone who may know of a suitable space to get in touch.

Councilor Stackpole: Got a call late last week saying he had enough signatures to be on the ballot, so he is officially running for re-election to the City Council. He is looking forward to being out there talking with people.

Deputy Mayor Herlihy: At the Farmers' Market – veterans get a \$20 voucher each week in September with a military card.

Mayor Mastraccio: Commented that there is very good bread for sale at the Farmers' Market. Echoed Councilor Hanselmann and said if you haven't been to a football event lately at the new field, it is really something. There is good food and a nice place to enjoy it. It is a beautiful facility and it makes her proud of the work that was done to create the facility. Thanked Brian Desrochers for going above and beyond to help resolve an issue for an event over the weekend at Gateway.

Future Agenda Items

Councilor Termath: None.

Councilor Brink: Tutorial for the Council and public to learn how to use the new website.

Councilor Martell: None.

Councilor Hanselmann: None.

Councilor Stackpole: None.

Deputy Mayor Herlihy: September 27 there will be a housing workshop in the City Council Chambers.

Mayor Mastraccio: None.

Adjournment

Meeting adjourned at 8:12 PM.

Respectfully submitted by Lorisa Ricketts, Executive Assistant.

City of Sanford



**From the Desk of
Steven R. Buck
City Manager**



Memo

To: City Council

Subject: City Manager's Report for September 6th, 2022

Date: September 6, 2022

State has Restored Municipal Revenue Sharing to 5% for the first time since 2009:

The Governor's Office recently issued a Press Release on the joint efforts of the Governor's Office and State Legislature for restoring Municipal-State Revenue Sharing back to 5% for FY 2023 for the first time since 2009.

In the Governor's Statement, it was written;

"State law has long required that the State of Maine send revenue back to municipalities to help finance municipal services so that a municipality does not have to rely solely on property taxes to provide those services. However, the State has long failed to meet the 5 percent required under law. Under the previous administration, revenue sharing had been reduced and held flat at a meager 2 percent."

In the same joint Statement, Catherine Conlow Executive Director of MMA wrote;

"The restoration of funding for the Revenue Sharing Program to 5 percent of state sales and income tax revenue is step towards strengthening the state-municipal partnership. These revenues reduce the burdens placed on property taxpayers, and recognize that municipal economic development efforts support the State's economic vitality. After enduring over 15 years of reductions, municipal leaders are relieved that the Mills Administration and Legislature recognize the importance of this program and the contributions of municipal leaders."

From a Municipal perspective it is very difficult to let go of the fact that the "promise," the "partnership" that was State-Municipal Revenue Sharing for nearly 50 years was neglected at the expense of local property tax burden for over 15 years. I would urge all Residents to be mindful of any actions to the detriment of Revenue Sharing should the economy turn softer than current. It should not be for the Legislature or Governor to reduce that portion of broad-based taxation that was granted 50 years ago as necessary, and remains necessary, to reduce the principle burden of property taxes to fund municipal services.

Employment Updates for Municipal Operations:

New Hires:

Effective – July 28th, 2022

- Kyle Boyd, Planner

Effective – August 1st, 2022

- David Fitzgerald – Oakdale Cemetery
- Christopher Cutting – Seasonal Highway Laborer

Effective – August 22nd, 2022

- Sarah Corriveau – Administrative Assistant – Code Enforcement

Effective – September 14th, 2022

- Shannon Bentley – Mental Health First Responder - PD

Effective – September 26th, 2022

- Steven Stackpole – Dispatcher

Positions Currently in Interview Processes:

- Dispatchers (Non-certified)
- Dispatcher (Reserve)
- Multiple - Police Officers (Non-Certified)
- Police Officer -Certified
- Tractor Trailer Driver – Public Works
- Mechanic II – Public Works
- Firefighter/EMT, Firefighter/AEMT, Firefighter/Paramedic

Open Positions Advertised and Pending:

- Certified Police Officers (5)
- Non-Certified Police Officers
- Certified Dispatchers (5)
- Non-Certified Dispatchers
- Reserve Dispatchers
- Equipment Operator 1 – Highway- Public Works (1)
- Equipment Operator 1 – Split- Highway and Airport (1)
- Equipment Operator 1 – Split- Highway and Parks (1)
- Equipment Operator 1 – Transfer -Public Works – Offer Pending
- Equipment Operator 4 – Highway – Public Works (1)
- Mechanic II – Public Works – Offer Pending
- Seasonal Laborers – Parks
- Seasonal Laborers – Public Works (2)
- Reserve Crossing Guards

All postings and applications can be found on the City's website under Employment Opportunities.

Central Park Residences:

The Tax Increment Financing District for Central Park Residences at 10, 12, & 14 School Street has been approved by the State as submitted by the City and authorized by the City Council. There is a Credit Enhancement Agreement for each of the respective Lots that were signed by the Parties on September 1st, 2022. Construction should begin early this fall on a proposed 30 unit market rate rental complex.

Stenton Trust:

Developers have completed the Mandatory Pre-App with Planning and are expected to formally submit the Site Plan Application for 96 residential units with commercial spaces on the first floor.

Raise Grant:

City Administration met virtually with the Maine Department of Transportation (MDOT) to begin the public information process as it relates to the final design and construction process for the impacted areas and scope of the RAISE Grant or Village Partnership Initiative.

MDOT has successfully implemented the **Virtual Public Involvement or (VPI)** platform that will allow members of the Public to virtually attend town hall style meetings to disseminate information and to receive public input on the full design and construction process of all areas addressed under the comprehensive RAISE Grant Project.

These meetings will be in place of in-person meetings and will consist of on-demand video presentations and other documentation describing the project. A separate Site, website location, will be made for each of the independent project areas/streets within the RAISE Grant Scope. This will assist the Public by breaking the Project Area into more refined areas allowing people within the impacts areas a more focused site for review and comment.

MDOT has committed with the City to come to Sanford to have a kick-off meeting live in the Council Chambers that will be a hybrid live-broadcast meeting to start the VPI process. Details, times/dates will be provided as soon as fully known. The City anticipates Mid-October for the kick-off meeting.

Fire Station Working Group:

The Working Group has now toured two recently constructed, one still in construction, Fire Stations to gain perspectives on how other Municipalities are approaching the replacement of their facilities.

The First Tour was in Brunswick who is building a New Central Station and using the same Architect and Engineering Firms as Sanford has selected. The arrangement of spaces and functions were very similar to Sanford's preliminarily engineered facilities. The second tour was of Well's new Public Safety Building only touring the Fire side of the facility. This facility used other consultants and was not of the size, design, or complexities anticipated for Sanford. The tour was very valuable as it was of a multi-story design and allowed Committee Members to see the associated design complexities that accompany such a layout. There is one more tour pending the Chief's review of similarities and the value of seeing the next station.

Memo



Number:

To: City Council

From: Lorisa Ricketts, Administration

Date: 2022-09-20 18:00:00

Subject: Ordered, to approve the minutes from the Executive Session of the City Council held on Tuesday, September 6, 2022.

RECOMMENDATION

Ordered, to approve the minutes from the Executive Session of the City Council held on Tuesday, September 6, 2022.

ATTACHMENTS

- [9-6-22 Executive Session Minutes.pdf](#)



Sanford City Council

EXECUTIVE SESSION – SANFORD CITY COUNCIL City Manager's Conference Room

**Tuesday, September 6, 2022
5:00 PM**

Executive Session Minutes

Present: Mayor Mastraccio; Deputy Mayor Herlihy, Councilor Stackpole; Councilor Hanselmann, Councilor Brink and Councilor Termath; City Manager Buck via zoom; Executive Assistant Lorisa Ricketts.

Councilor Martell was absent with notice.

This meeting was conducted in person in the City Manager's Conference Room and via Zoom pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure as amended May 3, 2022.

Mayor Mastraccio opened the meeting at 5:01 PM.

Old Business

22-343-01 Ordered, to enter into Executive Session to review and discuss a pending labor agreement between the City and the Sanford Regional Communications Association Maine Association of Police, pursuant to M.R.S. Title 1 Section 405 (6) (D).

Motion by to enter into Executive Session by Councilor Brink. Seconded by Deputy Mayor Herlihy. The City Council voted 7-0 to enter into executive session at 5:03 PM.

Mayor Mastraccio declared the City Council out of executive session at 5:15 PM.

Adjourned Executive Session at 5:15 PM.

Memo



Number:

To: City Council

From: Ian Houseal, Community Development

Date: 2022-09-20 18:00:00

Subject: Annual presentation from the Sanford Housing Authority and the Sanford Land Bank Authority pursuant to 30-A M.R.S.A § 4721(5) that states that unless the municipality and authority agree otherwise, an [housing] authority shall meet at least annually with the legislative body of the municipality for which it is created and by City Council Order.

RECOMMENDATION

The Sanford Housing Authority and the Sanford Land Bank Authority report annually to the City Council.

Sub-Committee or Board Recommendation:

ATTACHMENTS

- [Sanford Land Bank Authority Report to City Council 2022.pdf](#)
- [SHA Power point City Council 2022.pdf](#)

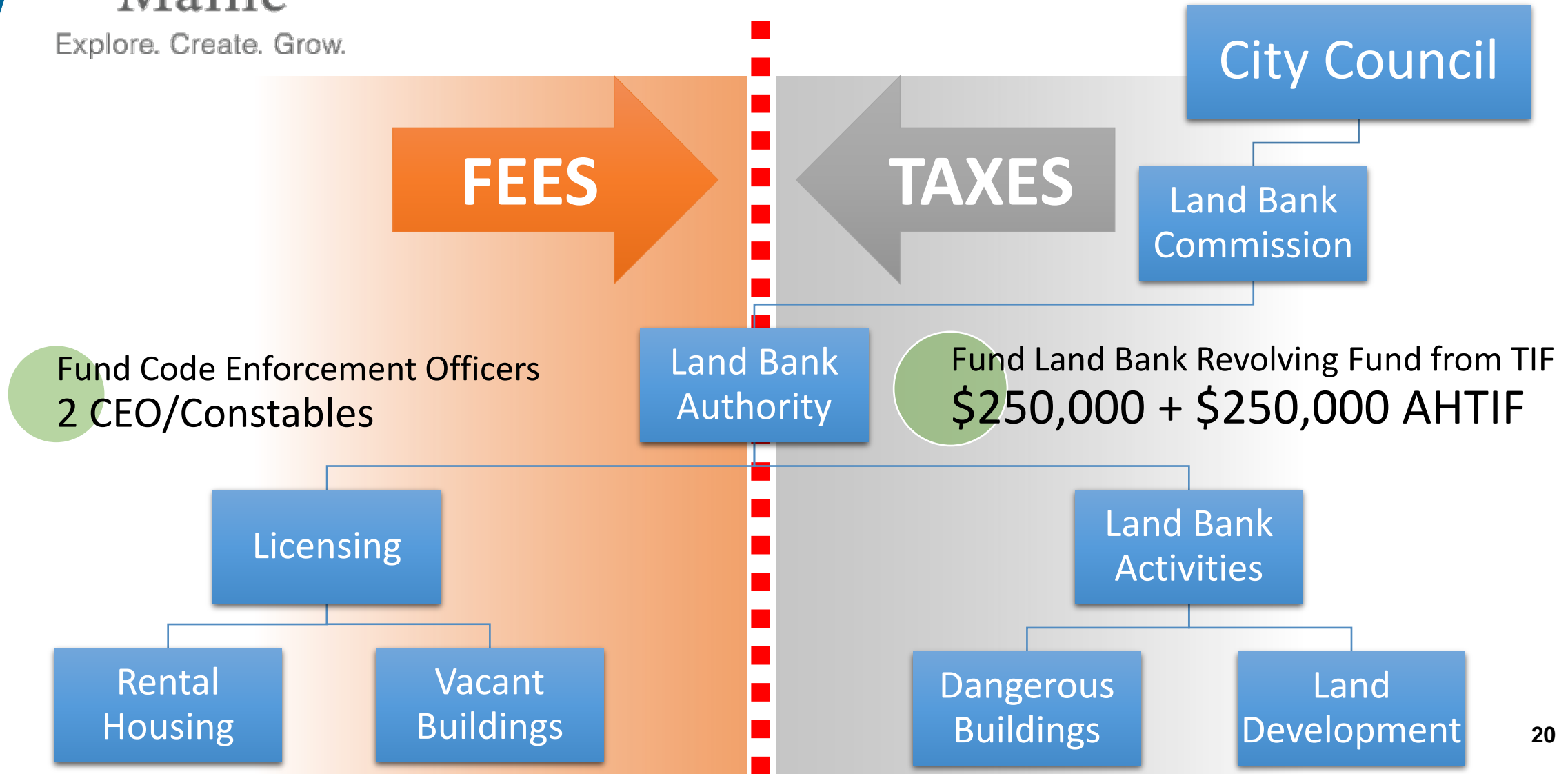
LAND BANK AUTHORITY

SAFER, FAIRER, HOUSING

PARTNERING WITH THE PRIVATE SECTOR FOR A
HIGH QUALITY HOUSING MARKET

Neighborhoods, homeowners, renters, and citizens of Sanford benefit from licensing housing and proactive inspection and enforcement of health and safety standards.

LAND BANK AUTHORITY



LAND BANK COMMISSIONERS

• Mayor Anne-Marie Mastraccio	• Resident Rebecca Lapierre
• Councilor Maura Herlihy	• Resident Timothy Dumont
• Councilor Becky Brink	• Resident Joe Seigny
	• Resident Nicholas Roux
• Ex Officio Member Diane Gerry, Sanford Housing Authority	
• Ex Officio Member John Caramihalis, City Real Estate Representative	
• Land Bank Director Ian Houseal, Director of Community Development	



Explore. Create. Grow.

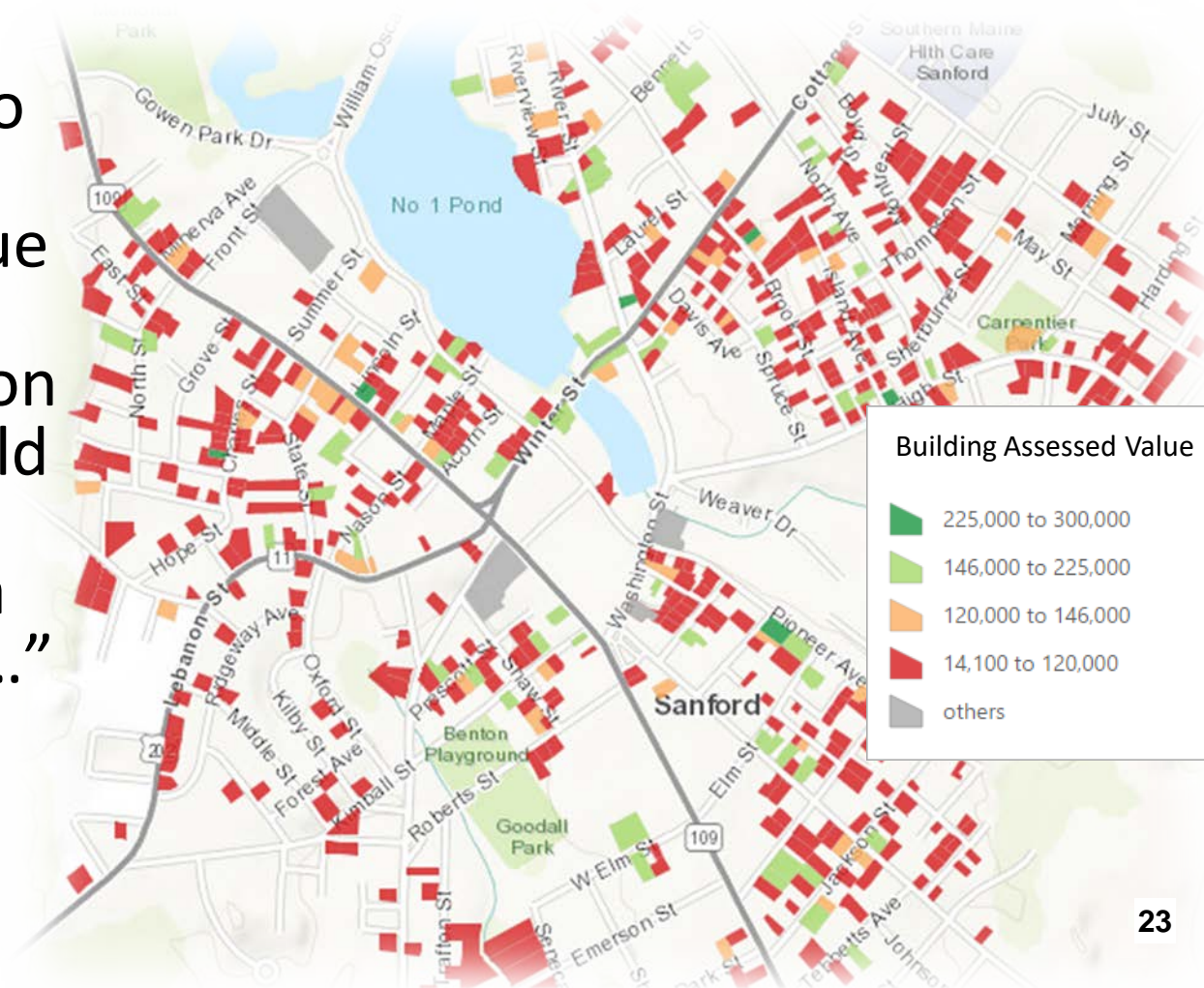
LAND BANKING

The Sanford Land Bank Authority, is responsible for addressing dangerous buildings that detract from the value of real estate and impact the safety and quiet enjoyment of neighboring people and properties; ensuring there are safe and affordable places to live; and expediting the transition of abandoned and foreclosed properties back to value-producing real estate. The Sanford Land Bank Authority administers three programs including the abatement of Dangerous Buildings and nuisance property conditions pursuant to the State Dangerous Building Law; administers the annual business licensing of rental housing and regular and proactive inspection of rental properties; and administering the annual licensing of abandoned and vacant buildings. The Sanford Land Bank Commission overseeing operations and budget of the licensing, inspection, and enforcement program and make its findings public; purchasing, acquiring, holding, and disposing of real property; making recommendations to the City Council regarding dangerous buildings and abandoned properties; making recommendations to the City Council regarding property remediation; developing and monitoring financial programs to incentivize residential development and revitalization; and encourage private enterprise by bringing residential properties back into use.

FOUNDATION, 2001

“...while expansion of commercial and industrial values is important to economic development, so is the preservation of the quality and value of Sanford’s housing stock... in May 2001, there was roughly \$600 million in residential assessed value. Should that value decline by 5% due to disinvestment, it would represent a loss of \$30 million in taxable value...”

(Housing Age and Condition, Housing Strategy, 2001, Page 12)



TAX BALANCE - 2017

	SINGLE FAMILY	MULTI FAMILY
Property Tax Burden	62%	9%
Properties	6,386	900
Dwellings	6,386	3,044
Property Value per Dwelling	\$139,000	\$43,000
Population	15,070 (68%)	7,184 (32%)
Property Value per Person	\$1,300	\$409
Average Age Built	1957	1908
Built before 1930	16%	78%



AVERAGE 2 BR MARKET	RENT
Maine	\$872
Cumberland County	\$1,024
York County	\$946
Sanford	\$711

Estimated 110 bank foreclosure or abandoned buildings (August 2017)



Explore. Create. Grow.

2022 STRATEGIES

- Following-up to housing market analysis – 2021, the unfulfilled demand for quality housing
- Completed multi-unit inventory
 - accurate dwelling unit counts (see back-up)
 - rent-seeking versus transition to quality housing
- Inspections and Property Value, (re-inspection, follow-up to pending violations)
 - Targeted 6-10 unit category first
 - Joint Assessing and Code Enforcement Assessment and Building Inspection
- Vacant and Abandoned properties
 - LD 1694 – An Act to Create the Maine Redevelopment Land Bank Authority
 - Changing law, expedited foreclosure, quiet title/abandonment
- Redevelopment activities and funding

MULTI-UNIT DWELLINGS

Multi-unit dwellings	Properties	Dwellings	Dwellings (% of total)
2 – Two-unit	506	1,012	32
3-5 – Three to Five-unit	234	857	28
6-10 – Six to Ten-unit	41	292	9
11-20 – Eleven to Twenty-unit	15	210	7
21+ - Twenty-one plus-unit	19	743	24
Total	815	3,114	100

LICENSE REVENUE

REVENUE	2018	2019	2020	2021	2022	2023 YTD
Rental housing						
Budget		158,605	121,815	121,815	130,000	138,000
Actual	182,400	149,950	138,450	141,464	121,891	9,857
Vacant and Abandoned						
Budget		38,400	38,400	38,400	50,600	54,000
Actual	21,600	38,400	50,600	59,600	89,100	32,900

RENTAL HOUSING LICENSE

RENTAL HOUSING LICENSES	2017 <i>EST.</i>	2018 3 RD QTR	2019 3 RD QTR	2020 2 ND QTR	2021 3 RD QTR	2022 3 RD QTR
Single-Unit	50	236	217	170	169	158
Two-Unit	559	389	397	351	355	387
Multi-Unit (3+)	336	294	300	304	286	298
TOTAL	945	919	914	825	810	843

ABANDONED BUILDING LICENSE

ABANDONED BUILDING LICENSES	2018 EST.	2018	2019	2020	2021	2022 YTD
Licensed	94	79	70	70	71	31
Expired						22
<i>Expired Not Dangerous</i>						11
Failed to License						7
Failed Not Dangerous						5
Total						60

CITY COUNCIL ORDERS TO ABATE

LAND BANK	2018	2019	2020	2021	2022 YTD
Council order to abate	21	30	4	10	2

LAND BANK REVOLVING FUND

- Recovery of Expenses for Abatement or Securing Activity

- 19 Mill St
- 18 Winter St
- 37 Montreal St
- 199 Jagger Mill Rd
- 1 John St
- 27 Wilson St
- 8 York St
- 22 Montreal St

REVOLVING FUND

Encumbered Funds	291,685
Abatement Funds	208,315

- Maturing liens

- 8 Perkins Ct
- 65 Emery St
- 46 High St

- Foreclosed liens

- 12 Proulx Ct
- 13 Island Ave
- 22 North Ave
- 33 Island Ave

REDEVELOPMENT

- Maine Housing Community Solutions Grant - \$150,000 available for rehabilitation of tax acquired housing.
- American Recovery and Reinvestment Act - \$300,000 available within the qualified census tract for infill housing.
- Request for Qualifications for Residential Real Estate Redevelopment Services
 - Rehabilitation
 - Infill
- Request for Proposals for Structural Engineering Consulting Services

EXAMPLE – 10 BROOK ST

BEFORE



AFTER



EXAMPLE – 2 SHERBURNE ST

BEFORE



AFTER



EXAMPLE – 21 SHERBURNE ST

BEFORE



AFTER



EXAMPLE – 13 STATE ST

BEFORE



AFTER



Multi-unit Classification and Values 01-03-22

Use	Properties	Dwellings	Dwellings (%)	Living Area LA/Unit (avg.)
1 - Single-unit & Condo	6,024	6,024	66%	N/A
2 - Two-unit	506	1,012	11%	1,033
3 - Three-unit	106	318	3%	968
4 - Four-unit	101	404	4%	858
5 - Five-unit	27	135	1%	839
6-10 - Six to Ten-Unit	41	292	3%	829
11-20 - Eleven to Twenty-Unit	15	210	2%	1,009
21+ - Twenty-one +	19	743	8%	866
Grand Total	6,839	9,138		982

Use	Total Value	Total Value (%)	Value (avg.)	Value/Unit (avg.)	Value/LA (avg.)	Value/LA/Unit (avg.)
1 - Single-unit & Condo	1,301,769,500	85.97%	216,097	216,097	N/A	N/A
2 - Two-unit	90,700,100	5.99%	179,249	89,625	88.54	44.27
3 - Three-unit	22,965,400	1.52%	216,655	72,218	76.17	25.39
4 - Four-unit	23,408,400	1.55%	231,766	57,942	70.52	17.63
5 - Five-unit	7,675,600	0.51%	284,281	56,856	68.44	13.69
6-10 - Six to Ten-Unit	14,910,400	0.98%	363,668	50,869	63.14	9.10
11-20 - Eleven to Twenty-Unit	14,787,700	0.98%	985,847	66,998	64.04	4.63
21+ - Twenty-one +	37,955,800	2.51%	1,997,674	51,055	64.95	1.86
Grand Total	1,514,172,900		221,403	199,769	81.75	34.01

Use	Tax	Tax/unit	Tax (avg.)	Tax/Unit (avg.)	Tax/LA (avg.)	Tax/LA/Unit (Avg.)
1 - Single-unit & Condo	23,666,170	3,929	3,929	3,929	N/A	N/A
2 - Two-unit	1,648,928	1,629	3,259	1,629	1.61	0.805
3 - Three-unit	417,511	1,313	3,939	1,313	1.38	0.462
4 - Four-unit	425,565	1,053	4,214	1,053	1.28	0.321
5 - Five-unit	139,542	1,034	5,168	1,034	1.24	0.249
6-10 - Six to Ten-Unit	271,071	928	6,611	925	1.15	0.165
11-20 - Eleven to Twenty-Unit	268,840	1,280	17,923	1,218	1.16	0.084
21+ - Twenty-one +	690,036	929	36,318	928	1.18	0.034
Grand Total	27,527,663	3,012	4,025	3,632	1.49	0.618

Delinquent Rental Housing License
updated 09-01-22

Address	GIS ID	OWNER	BUILDING VA	Units	DEPRECIAT NOTES
4 FROST ST	3583	ALTON ROLLINSFORD LLC	220,000	4	40 NEW OWNER 2022
19 SCHOOL ST	4113	SEAMON RICHARD	189,600	4	40 NEW OWNER 2022
9 LAUREL ST	2776	LEBEL RENE	189,200	4	40
31 CHARLES ST	5055	HENDERSON-BROWN ABRAHAM B	131,300	3	34
12 GROVE ST	4672	LEMIEUX NICHOLAS RYAN	173,400	3	40 NEW OWNER 2022
689 MAIN ST	4921	BERUBE ROGER J TRUSTEE OF THE	147,800	2	23
693 MAIN ST	4920	BERUBE ROGER J TRUSTEE OF THE	147,800	2	23
4 DEERING NEIGHBORHOOD RD	140	BERUBE ROGER J TRUSTEE OF THE	141,700	2	23
6 HARRIS ST	2506	4KJ LLC	105,300	2	40 NEW OWNER 2021
10 HAMMOND ST	2219	BKRE LLC	98,300	2	34 NEW OWNER 2021
12 NASON ST	5165	THEEXECUTIVE LLC	128,900	2	40 NEW OWNER 2022
53 OAK ST	5506	NESTERICK JUNG MI M	128,400	2	34 NEW OWNER 2021
108 HIGH ST	1645	OUDAH LAFTA	125,100	2	37 NEW OWNER 2022
5 MOUSAM ST	3601	COLBURN BRANDON	161,400	2	40
11 GROVE AVE	3085	ETHEARD-OH PIERRE	117,100	2	40
1035 MAIN ST	4341	GRZELA RICHARD & NOGUEIRA	156,200	2	27
11 VANESS ST	2000	GUZMAN MAGGIE ROSE	130,000	2	40
1 BOWDOIN CT	2307	HOLMAN CRAIG	98,000	2	40
9 OXFORD ST	5120	PERKINS CHRISTOPHER D & ALLARD LEE PAULA	131,000	2	32
2 SANBORN CT	3584	SCOTT JOHN	104,700	2	40
12 GROVE AVE	3066	SULLIVAN IV JAMES FRANCIS	156,200	2	26
7 THOMPSON ST	2213	TRUCHEON CORY & MORGAN BRITTANY (JTS)	129,300	2	37

Vacant and Abandoned Building License
updated 09-01-22

STATUS	NUMBER	LIC DATE	EXP DATE	ADDRESS	NOTES
FAILED				23 RANKIN	DANGEROUS BUILDING
FAILED				7 CALVIN WAY	DANGEROUS BUILDING
FAILED				102 CHANNEL	NOV SENT
FAILED				1115 MAIN ST	NOV SENT
FAILED				217 OLD MILL RD	NOV SENT
FAILED				6 SMADA DR	NOV SENT
FAILED				606 MAIN ST	NOV SENT
EXPIRED	LB-21-0042	3/3/2020	9/5/2020	0 DAYLIGHT AVE	DANGEROUS BUILDING
EXPIRED	LB-20-0927	7/8/2020	1/12/2020	1 JOHN ST	DANGEROUS BUILDING
EXPIRED	LB-21-0028	1/29/2020	12/1/2019	10 INTERNATIONAL DR	DANGEROUS BUILDING
EXPIRED	LB-20-0942	7/21/2020	7/21/2022	18 WINTER ST	DANGEROUS BUILDING
EXPIRED	LB-21-0034	1/29/2020	2/27/2019	199 JAGGER MILL RD	DANGEROUS BUILDING
EXPIRED	LB-20-0916	6/23/2020	6/18/2022	26 ROBERTS ST	DANGEROUS BUILDING
EXPIRED	LB-21-0072	4/16/2021	10/15/2021	28 EMERY ST	DANGEROUS BUILDING
EXPIRED	LB-20-1005	10/26/2020	12/22/2021	38 JACKSON ST	DANGEROUS BUILDING
EXPIRED	LB-20-0860	5/4/2020	5/13/2022	6 PROULX CT	DANGEROUS BUILDING
EXPIRED	LB-21-0084	5/7/2021	5/4/2022	72 RIVER ST	DANGEROUS BUILDING
EXPIRED	LB-21-0039	10/28/2020	12/11/2019	PIONEER AVE	DANGEROUS BUILDING
EXPIRED	LB-21-0036	1/29/2020	9/14/2019	46 BROOK ST	NOV SENT
EXPIRED	LB-21-0100	6/11/2021	6/10/2022	12 CENTRAL AVE	NOV SENT
EXPIRED	LB-21-0132	11/1/2021	5/2/2022	14 ROLES ST	NOV SENT
EXPIRED	LB-20-1009	11/23/2020	11/24/2021	16 GREGORY DR	NOV SENT
EXPIRED	LB-20-0972	9/1/2020	3/2/2022	2 STONEY BROOK RD	NOV SENT
EXPIRED	LB-21-0103	6/22/2021	6/21/2022	23 OXFORD ST	NOV SENT
EXPIRED	LB-21-0045	1/29/2020	6/1/2019	29 OXFORD ST	NOV SENT
EXPIRED	LB-21-0093	5/27/2021	5/27/2022	337 SAM ALLEN RD	NOV SENT
EXPIRED	LB-22-0003	1/26/2022	7/27/2022	420 NEW DAM RD	NOV SENT
EXPIRED	LB-21-0063	4/2/2021	10/1/2021	789 MAIN ST	NOV SENT
EXPIRED	LB-21-0040	6/11/2019	12/11/2019	TRANSFORMER	NOV SENT
ACTIVE	LB-20-0931	7/10/2020	1/10/2023	1 WESTERN AVE	
ACTIVE	VBL-22-0001	4/14/2022	10/13/2022	10 LENOX ST	
ACTIVE	LB-20-0766	3/20/2020	3/21/2023	1091 MAIN ST	
ACTIVE	LB-21-0054	3/24/2021	3/24/2023	11 FROST ST	
ACTIVE	VBL-22-0002	3/28/2022	9/26/2022	1252 MAIN ST	
ACTIVE	LB-22-0050	6/2/2022	6/2/2023	14 HAVLINA LN	
ACTIVE	LB-21-0059	3/29/2021	3/29/2023	144 STANLEY RD	
ACTIVE	LB-22-0055	6/21/2022	12/20/2022	155 COUNTRY CLUB 2 RD	
ACTIVE	LB-20-0919	6/23/2020	6/11/2023	17 GREENAWAY AVE	
ACTIVE	LB-22-0051	6/2/2022	6/2/2023	19 HAVLINA LN	
ACTIVE	LB-20-0926	7/7/2020	1/5/2023	19 MILL ST	
ACTIVE	LB-21-0062	4/2/2021	4/2/2023	19 WINTER ST	
ACTIVE	LB-20-0943	7/21/2020	12/18/2022	192 MT HOPE RD	
ACTIVE	LB-20-0932	7/10/2020	1/22/2023	2 LIBBY LN	
ACTIVE	LB-21-0048	3/24/2021	4/4/2023	21 BODWELL ST	
ACTIVE	LB-22-0052	6/3/2022	12/2/2022	21 WINTER ST	
ACTIVE	LB-20-0877	5/27/2020	11/27/2022	22 MONTREAL ST	
ACTIVE	LB-21-0136	11/16/2021	11/17/2022	254 SUNSET RD	
ACTIVE	LB-21-0061	4/2/2021	4/2/2022	3 HARVARD ST	
ACTIVE	LB-21-0008	1/19/2021	7/20/2023	36 LITTLEFIELD RD	
ACTIVE	LB-20-1012	12/1/2020	12/1/2022	51 PLEASANT ST	
ACTIVE	LB-20-0959	8/10/2020	10/15/2022	554 MAIN ST	
ACTIVE	LB-21-0111	8/9/2021	8/9/2022	665 MAIN ST	
ACTIVE	LB-20-0867	5/11/2020	1/6/2023	88 LEBANON ST	
ACTIVE	LB-20-1006	7/30/2020	12/30/2022	9 DEVOTION AVE	
ACTIVE	LB-31-0037	1/29/2020	10/12/2022	99 RIVER ST	



Serving Sanford, Springvale and the surrounding towns of Alfred, Kennebunk, Lebanon, North Berwick, Wells, Shapleigh and Acton.

CITY COUNCIL PRESENTATION: FALL 2022



Learning Objectives

Today's presentation includes a high-level overview of the following:

- SHA's Mission
- SHA's History (as told by Kim Lachance, Board Chair)
- Housing Choice Voucher Program
- Public Housing Funding
- SHA Programs & Properties Table
- SHA Property Descriptions & Photos
- SHA Wait List & Preferences
- Examples of Program Requirements
 - Applicant screening & housing quality standards
- Ways SHA partners with the City of Sanford
- Upcoming Developments and Opportunities
- Sources and Housing information

Mission Statement

Sanford Housing Authority's Mission is to provide safe, quality and affordable housing for eligible populations in need of assistance; and to promote opportunities for growth and development of residents as well as our community.

Housing Choice Voucher (HCV) Program

HUD contracts
with SHA to
administer; 593
HCVs

Amount from
HUD FYE 2022;
\$3,843,647.60

Local small business owners/landlords
participating in the HCV program receive on
average \$320,303.97 each month in housing
assistance payments.

Public Housing Funding

OPERATING

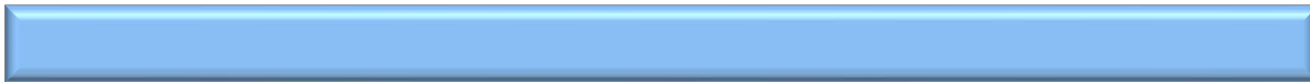
Funding to cover the gap between tenant paid rent and costs to operate developments (i.e. maintenance).

Amount received from HUD FYE 2022: **\$494,483 (for 121 units of public housing)**

CAPITAL IMPROVEMENT

Funding for renovation and replacement of items (i.e., appliances and heating equipment, etc.).

Amount received from HUD FYE 2022: **\$366,957**



SHA Programs & Properties

Program or Property Name	Funding Source	Number of Units	Program/Property Type
Housing Choice Voucher Program	HUD	593 (serves 873 people)	Tenant-based rental assistance
Village View	Project-Based Rental Assistance	40	62+
The Maples	LIHTC	26	55+
Mayflower Place	LIHTC	35	Assisted Living/services through North Country
Public Housing (Sunset Towers/East Side Acres)	HUD	121 72 units(77 people) @SST/49 units (118 people) @ESA	Family/Elderly-Disabled House the Head Start program on Emery St and also a unit is set aside for Strategies for a Stronger Sanford

SHA Properties



PROPERTY TAXES TO CITY OF SANFORD

Property	2021	2022	Difference
Village View	20,661.57	40,887.96	increase of \$20,226.39
Maples	33,336.67	37,296.00	increase of \$3,959.33
Mayflower	35,612.80	37,562.40	increase of \$1,949.60
Howard St	4145.04	4246.12	increase of \$101.08
Tanguay St	4192.31	4841.08	increase of \$648.77
Prescott St	5301.29	5946.64	increase of \$645.35
Admin building	9975.37	8552.92	decrease of \$1422.45
PILOT for Public Housing**	38,850.96	\$38,113.72	decrease of \$737.24 based on rent revenue and utility expenditures
TOTAL 2021	\$152,076.01	TOTAL 2022	\$177,446.84
			Overall Increase this year of \$25,370.83

East Side Acres



*Public Housing; **all residents pay 30% of income towards rent***
Family housing located in Sanford on Yale, Bates, Bowdoin and Harvard Street; 49 apartments consisting of two, three and four-bedroom units.

Sunset Towers



Public Housing

Elderly/Disabled housing located in Sanford on Main Street; 72 apartments consisting of efficiency and one-bedroom units.

The Maples

Low-Income Housing Tax Credit (LIHTC)

Seniors/age 55+ housing located in Sanford on Mayflower Drive; 26 apartments consisting of one and two-bedroom units.



Mayflower Place



LIHTC

Assisted living facility located in South Sanford on Mayflower Drive; 35 apartments consisting of one-bedroom units; 2 meals provided daily and medical services provided by Southern Maine Medical Center.

Village View



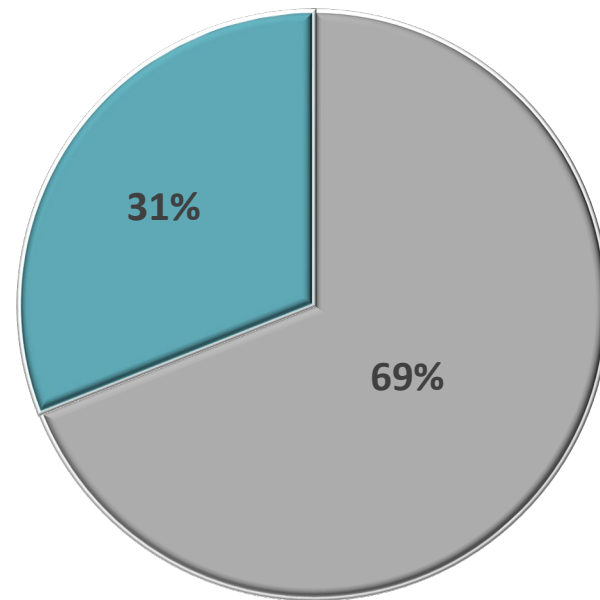
Project-Based Rental Assistance

62+ (elderly) housing located in Springvale on Pleasant Street; 40 apartments consisting of one and two-bedroom units.

SHA Demographics - HCV

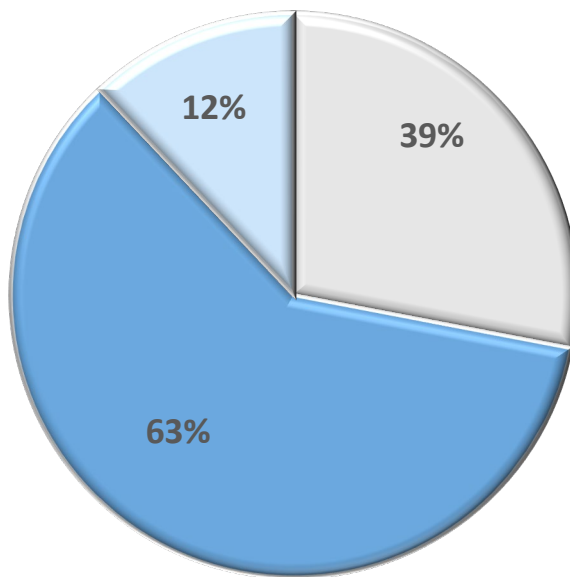
Of the households participating
In SHA's HCV program:

- 31% are male
- 69% are female
- Total served 832
- 199 children



■ Female ■ Male

SHA Demographics - HCV



- Elderly
- Disabled
- Non-disabled/Non-elderly

Of the households participating
In SHA's HCV program:

- 39% are elderly
- 63% have some form of disability
- 12% are not elderly or disabled

SHA Wait List & Preferences

Length of Time: *approximately 3-5 years*

Preferences – *applicants in jurisdiction begin with 300 points; they are awarded an additional 50 points if they are not currently subsidized. Applicants who meet specified preferences receive additional points - for example:*

- Currently employed for the past 2 months – 20/hours weekly = 5 points
- Veteran's receive 10 points
- Individuals who are disabled = 5 points
- Individual who are elderly (62 and older) = 5 points
- Currently participating in an education/training program = 5 points



SHA has not implemented a homeless preference for the Housing Choice Voucher or Public Housing programs

Applicant Screening



At the point of potentially offering a unit or issuing a voucher to an applicant, SHA program staff must first:

- Review past landlord references
- Verify all preference points to ensure accurate placement on waiting list for open unit
- Review the income sources for all household members
 - HUD prescribes the type of income that must be verified
 - HUD prescribes acceptable documentation sources
- Conduct criminal background checks
- Conduct credit checks

Applicants may be denied assistance (i.e., repeated arrests/convictions, previous public housing eviction, past-due debt owed to SHA or another housing authority, etc.)

Applicants *must* be denied assistance:

- Subject to lifetime sex offender registry in ANY state
- Conviction of the sale and manufacturing of methamphetamine

Housing Quality Standards Inspections (HQS)

- For all units, HUD requires HQS inspections be conducted prior to move-in and annually thereafter.
- Units must pass HQS prior to executing a Housing Assistance Payment Contract (HAP) and releasing a housing assistance payment to the landlord/owner.
- HUD also requires that all units meet rent reasonableness; rent charged by the landlord must be reasonable in comparison to unassisted units with similar qualities in the private market.
- PHAs may impose additional housing quality standards.
 - HUD approval is required if additional standards will further restrict/limit a family's housing choice.
 - Additional standards must not adversely affect health & safety.

Common HQS Fail Items

- Damaged door hardware and locks
- Inoperable/defective GFIs (not grounded)
- Inoperable/missing smoke and carbon monoxide detectors
- Inoperable stoves (all burners and oven must work)
- Inoperable windows (do not stay up when raised)
- Missing or damaged hand rails
- Kitchen and bathroom faucets leaking
- Broken or cracked window panes
- Egress is blocked by tenants belongings

2021 Unit Work Orders & Vacancy Report

4/1/2021 to 3/31/2022

Developments	No. Units	Total Work Orders	Emergency	Non-Emergency	Unit Vacancies
Sunset Towers	72	222	30	192	8
East Side Acres	48	127	21	106	11
The Maples	26	103	8	95	2
Mayflower Place	35	138	6	132	6
Village View	40	179	14	165	11
Tanguay St.	2	4	2	2	0
Prescott St.	2	11	0	11	0
Howard St.	1	4	2	2	0
Totals		788	83	705	38

Partnering with the City of Sanford

- Executive Director attends Land Bank Committee meetings
- Rehabbed a dangerous buildings, 3 State St. New Construction of a 3 bedroom ranch. Sold to a local individual. Any profit was returned to our NSP fund and be used to do another project.
- Will continue to look for opportunities and funding to purchase properties on the Land Bank list of properties to rehab or purchase land and build new
- In contact with the City Manager regarding Covid-19 Response. Provided on site at SHA properties-Covid 19 Vaccination Clinics. Continue to offer flu shot clinics and boosters for Covid at our properties. Next one to be October 24th.
- Committed to being part of the solution to affordable and attractive housing to all members of the Sanford Community
- Inspector works collaboratively with City Codes Department

Developing Opportunities

- Landlord Incentive Program: We want to incentivize current and new landlords to become Voucher Participants. We will participate in a program modeled after Maine Housing's Program. There will be financial incentives such as help with security deposit, repairs to meet HQS, stipend for leasing up a new tenant on the voucher program, and possibly other incentives.
- Starting in July we have been hosting a Landlord Association meeting. We will have guest speakers and opportunities for Q & A.
- Repositioning: In an effort to better serve our community, SHA will be moving away from public housing and repositioning to a voucher program. This means that Sunset Tower and East Side Acre will be voucher programs and no longer public housing. It is a year long process with lots of information to sift through. We will start having conversations with current tenants. No tenants will be displaced. We have a working group that will start meeting in August. We are looking at developing another Senior Housing Property. It will be a Low Income Housing Tax Credit application, similar to the Maples property. We hope to build a 35-40 unit building. This does take time to find land, design, and to secure funding, etc. We have a 3 year window open for funding opportunities.

More

- Repaved Village View and Sunset Tower parking lots
- Renovating the elevators at Sunset Towers and adding more washers and dryers.
- We have been updating our website to be more user friendly and provide broader and better information. It is an ongoing project.
- We recently scored a 95 out of 100 on our HUD Quality Inspection. This is called a REAC inspection for our public housing properties.

Sources & Housing Information

Center on Budget and Policy Priorities - <https://www.cbpp.org/>

U.S. Department of Housing & Urban Development – Public & Indian Housing - https://www.hud.gov/program_offices/public_indian_housing

Low-Income Housing Tax Credit - <https://www.nhlp.org/resource-center/low-income-housing-tax-credits/>

Neighborhood Stabilization Program - <https://www.hudexchange.info/programs/nsp/>

Maine Housing - <http://www.mainehousing.org/>

Memo



Number:

To: City Council

From: Mary Hastings, Growth Council

Date: 2022-09-20 18:00:00

Subject: A Public Hearing to solicit comments on a Community Enterprise CDBG Grant to improve Commercial Facades in the Downtown

RECOMMENDATION

A Public Hearing to solicit comments on a Community Enterprise CDBG Grant to improve Commercial Facades in the Downtown

Background Information:

A Public Hearing to solicit comments on a Community Enterprise CDBG Grant to improve Commercial Facades in the Downtown

ATTACHMENTS

- [CityHal Public Notice - Facade Grant.pdf](#)



Public Hearing Notice



PUBLIC HEARING
City Council
In-Person & Remote Methods
Tuesday, SEPTEMBER 20, 2022
6:00 PM

Notice is hereby given that the City of Sanford will hold a Public Hearing on Tuesday, September 20, 2022, beginning at 6 pm, in the City Council Chambers, 919 Main Street, Sanford, Maine and by remote methods, pursuant to 1 M.R.S. § 403-B(2)(D) and Section 6 of the City Council Rules of Procedure as amended May 3, 2022; however, the method of attending the public meeting including video and teleconference login information to attend by remote methods will be published and available on the City website at www.sanfordmaine.org/meetings before Saturday, September 10, 2022.

The purpose of the public hearing is to receive public comments on the acceptance of Community Enterprise CDBG Grant. The purpose of the grant is to provide commercial facade improvements in Downtown Sanford per the application with Maine DECD, Office of Community Development.

Comments may be submitted in writing to: SREGC, Mary Hastings, 917 Main Street, Suite D, Sanford, ME 04073 at any time prior to the Public Hearing. TDD/TTY users may call 711. If you are physically unable to access any of the City's programs or services, please contact Lorisa Ricketts at (207) 324-9173 so that accommodations can be made.



City of Sanford

Date Posted: September 9, 2022

Memo



Number:

To: City Council

From: Beth Della Valle, Planning

Date: 2022-09-20 18:00:00

Subject: Ordered, to review and approve a proposed Amendment of Chapter 280: Zoning regarding Front Yard Setback and Private Way Standards in the Urban Zone. This item must be read on two separate occasions. This is a second reading.

RECOMMENDATION

Discuss and adopt the proposed amendment of Chapter 280: Zoning regarding Front Yard Setback and Private Way Standards in the Urban Zone

Background Information:

At its September 13, 2022 meeting, the City Council held a Public Hearing and First Reading on proposed amendment of Chapter 280: Zoning related to for the front yard setback standard and limit on the number of users on a private way in the Urban Zone (U). Two people spoke in favor of the proposed amendment. No one spoke in opposition. This follows the Planning Board's Public Hearing at its July 6, 2022 meeting, where one person spoke in favor of the proposed amendment. No one spoke in opposition to the proposed amendment. Concerns raised by the Fire Marshal were read into the record and the proposed amendment was revised to address his concerns. After a brief discussion, the Board voted unanimously (6:0) to recommend that the City Council adopt the proposed amendments. The proposed amendments:

- Are intended to increase the City's ability to promote a compatible urban pattern of development, which better reflects traditional development patterns and encourages efficient residential development in the City's "growth area", in this case, the U.
- Adjusts the definition of "Uniform Setback Relationship for a Lot" for front yard setbacks to increase the number of lots in the calculation and clarify how to undertake the calculation to better reflect the character of the surrounding neighborhood.
- Adds language regarding setback for an expansion and/or addition to an existing building to bring it into greater conformance with the uniform setback relationship.
- Adds language to the Residential Development (RD) and Urban (U) Zones to bring setbacks into greater conformance with the definition of "uniform setback relationship".
- Eliminates text in the U for building design which, in the past, was mistakenly carried over from the Single Family Residential (SFR) Zone.
- Allows the Site Plan Review Committee to waive some access limitation provisions currently limited to the Planning Board as part of site plan review in cases where site plan review and approval authority is granted to the Site Plan Review Committee.
- Increases the number of uses which may use a private way in the U, under specific

conditions, including site plan approval for the private way, paving the private way, and granting the Planning Board authority to require that the right-of-way is adequately sized to address site specific characteristics and the need to address drainage and public safety. • Includes general editing to adjust language recommended by the City's Attorney and improve readability. • The Planning Board and Planning Director worked with the Director of Code Enforcement (Codes), Public Works (PW), Fire Marshal (FM), and two members of the public with knowledge and interest in development in the U.

Legal Review Status:

Complete

Sub-Committee or Board Recommendation:

The City Council held a Public Hearing and First Reading of the proposed amendment at its 6, 2022 meeting. At its September 13, 2022 meeting, the Property Subcommittee discussed and forwarded the draft amendments to the City Council for Second Reading.

Administrative or Departmental Review :

The Planning Director worked closely with the Planning Board, Codes, Public Works, the Fire Marshal, two members of Sanford's development community, and the City's Attorney to prepare the proposed amendments.

Financial Impact or Review:

NA

ATTACHMENTS

- [08032022 Memo to City Manager Amendment re Urban Zone Front Yard Setback.pdf](#)
- [08032022 Amendment re Urban Zone Front Yard Setback.pdf](#)
- [Bodwell St Map Example Urban Zone Front Yard Setback 05252022.pdf](#)
- [PrivateRoads_UrbanZone 05262022.pdf](#)
- [Notice of CC public hearing Urban Zone Amendments 08232022.docx](#)

TO: Steve Buck, City Manager
FROM: Beth Della Valle, Director of Planning & Development
DATE: August 3, 2022
SUBJECT: Proposed Amendment of Urban Zone

At its July 6, 2022 meeting, the Planning Board held a Public Hearing on proposed amendment of Chapter 280: Zoning related to for the front yard setback standard and limit on the number of users on a private way in the Urban Zone (U). One person spoke in favor of the proposed amendment. No one spoke in opposition to the proposed amendment. Concerns raised by the Fire Marshal were read into the record and the proposed amendment was revised to address his concerns. After a brief discussion, the Board voted unanimously (6:0) to recommend that the City Council adopt the proposed amendments.

The proposed amendments:

- Are intended to increase the City's ability to promote a compatible urban pattern of development, which better reflects traditional development patterns and encourages efficient residential development in the City's "growth area", in this case, the U.
- Adjusts the definition of "Uniform Setback Relationship for a Lot" for front yard setbacks to increase the number of lots in the calculation and clarify how to undertake the calculation to better reflect the character of the surrounding neighborhood.
- Adds language regarding setback for an expansion and/or addition to an existing building to bring it into greater conformance with the uniform setback relationship.
- Adds language to the Residential Development (RD) and Urban (U) Zones to bring setbacks into greater conformance with the definition of "uniform setback relationship".
- Eliminates text in the U for building design which, in the past, was mistakenly carried over from the Single Family Residential (SFR) Zone.
- Allows the Site Plan Review Committee to waive some access limitation provisions currently limited to the Planning Board as part of site plan review in cases where site plan review and approval authority is granted to the Site Plan Review Committee.
- Increases the number of uses which may use a private way in the U, under specific conditions, including site plan approval for the private way, paving the private way, and granting the Planning Board authority to require that the right-of-way is adequately sized to address site specific characteristics and the need to address drainage and public safety.
- Includes general editing to adjust language recommended by the City's Attorney and improve readability.
- The Planning Board and Planning Director worked with the Director of Code Enforcement (Codes), Public Works (PW), Fire Marshal (FM), and two members of the public with knowledge and interest in development in the U.

Background

Front Yard Setback: The proposed amendment includes modifying the required front yard setback and the definition of Uniform Setback Relationship.

- If it is in conformance with existing development patterns in the neighborhood, this amendment will allow new structures to be built closer to the street and help create/preserve a more pedestrian friendly environment.
- The Planning Board and Planning Director worked with Codes to refine the definition of Uniform Setback Relationship to include lots across the street in the calculation of the average. The amendment also includes additional guidance on how to handle situations where the setback of a property, in what is an otherwise relatively clear pattern of small setbacks, is an “outlier” which skews the average to require a larger setback than what is reflected in the existing pattern of development in the immediate area. The amendment also clarifies how to calculate the average when there are fewer parcels available than what is specified in the definition. The motivation for this amendment was discussion of a proposed infill project where the current definition of a Uniform Setback Relationship and the minimum setback standard would force a new structure to be set back the full 20’ despite the fact that only one of the properties included in the calculation under the current definition skews the average to require siting that is inconsistent with all the other properties around it, whether the properties on the other side of the street, as proposed in the amendment, are included or not. See attached map of area. Map J30-30 is the parcel where infill is envisioned and J30-31 is the parcel that has a setback of nearly 70’. Excluding this “outlier” and adding the parcels across the street, the average setback would be just under 4.5’.
- Kara Wilbur, the applicant for the proposed infill parcel on Bodwell Street worked with the Planning Board and Planning Director to help prepare the proposed amendment to better reflect design relationships for an infill project in Sanford’s traditionally compact residential neighborhoods associated with the U.
- Codes and Rebecca Lapierre, a local realtor, confirmed that the Bodwell Street example of a vacant parcel surrounded by developed parcels with relatively shallow setbacks and one parcel with a deeper setback is relatively common in much of the U. While a few neighborhoods in the U have a consistent pattern of deeper setbacks (20’ or more), there are a significant number of parcels like the one on Bodwell Street which offer opportunities for infill development in areas with relatively shallow setbacks amidst an occasional developed parcel with a deeper setback. Because the setback is established using existing development patterns in the immediate vicinity of the lot, it will reflect deeper setbacks in areas where that is the established development pattern.

Limit on Number of Users of Private Way: The proposal includes changing increasing the number of residential uses on a private way in the U.

- This amendment has arisen from discussion about another proposed infill project in the U, for property located at the end of a private way, Camp Street, off Forest Ave. Under the current ordinance, the applicant would be limited to two single family homes on 2.1 acres. Based on a desire to efficiently use the available land in the U for residential infill, and recognizing that the recently adopted state affordable housing law will require a higher density, this site could support two, three, or four unit structures, if the ordinance is amended.
- There are approximately ten private ways in the U; four appear to serve nonresidential uses and would not be eligible for the proposed amendment to increase the number of allowed uses beyond three. Therefore the proposed amendment would have a relatively limited scope within the City. See attached map and spreadsheet.

- Working with PW, Codes, and the FM, there are a number of considerations regarding this proposed amendment – wear and tear on a gravel surface, appropriate width of right of way, appropriate size of proposed travel lanes, need for drainage improvements, fire service, adequate access to water for emergencies. There are relatively few situations where the amendment would apply and the limit on users will create a relatively small number of new trips, even during peak hours. The road will remain private and require private maintenance. The proposed amendment provides the opportunity for a more nuanced response, which considers site specific conditions. The proposed amendment will give the Planning Board authority to waive the three-use limit, based on site specific conditions and staff recommendations for accommodation. The allowance for an increase in the number of units would apply only to private ways that have an approved site plan. Based on both discussion with PW and Codes, the amendment requires the private way to be paved. The other proposed conditions reflect consideration of specific site conditions and establish both the authorization and limit on that authorization regarding Planning Board requirements re standards for rights of way and required infrastructure investments.
- Rebecca Lapierre, the applicant for the proposed infill parcel worked with the Planning Board and Planning Director in the preparation of the proposed amendment. See attached tax map of proposed infill parcel.

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

§ 280-2-2. Definitions.

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

...

ACTIVE USE A use that generates many visits, in particular pedestrian visits, over an extended period of the day. An active use may include but not be limited to, a shop, café, service, and/or a social use as ~~outlined~~allowed in the Table of Land Uses Table. *[Added 11-24-2020]*

...

ANTIQUE STORE An establishment, attached to or located on a single family-home lot~~parcel~~, engaged in retailing antiques, except motor vehicles such as automobiles, RVs, motorcycles, and boats; motor vehicle parts; tires; and mobile homes. An antique, for the purpose of this chapter, shall be a work of art, piece of furniture, decorative object or the like, of or belonging to the past, and at least thirty (30) years old. *[Added 7-20-2010, Amended 1-21-2020]*

...

BUSINESS OR ESTABLISHMENT An economic unit where goods, services, and/or industrial operations are performed and exchanged for another or for money, trade, or other goods. Multiple businesses and/or establishments may be included on a single lot~~parcel~~ of land. *[Added 7-9-2019]*

...

LICENSED MARIJUANA PROPERTY One of eight (8) tracts or lots~~parcels~~ of land in existence as of December 13, 2018 and described in the property tax assessor's records as of October 2, 2018, including J30-44, R15-12B, R15-92B, R15-125, R15-126, R19-204, R19-206, and R19-307, which have been licensed by the City Council under **Chapters 161: Marijuana** and **149: Licensing**. The purpose of designating a licensed marijuana property is to explicitly identify properties where marijuana may be cultivated and processed and where marijuana products may be manufactured. A licensed marijuana property may include a complex, center, and/or one (1) or more buildings, structures, or businesses. A licensed medical marijuana property that has not been licensed in compliance with this chapter and **Chapter 149** within thirty-six (36) months of October 2, 2018 shall no longer be entitled to any vested right to develop, build, or operate a medical marijuana property. Marijuana properties that cease to operate and are unlicensed for more than a twelve (12) month period are no longer entitled to any vested right to operate a marijuana operation. *[Added 8-16-2016; Amended 5-5-2020]*

...

LOT OR PARCEL Area of land described in a deed or depicted on a plan.

...

MARGINAL ACCESS ROAD A road or drive located outside of the road right-of-way and parallel to the roadway which provides access to multiple lots~~parcels~~ or uses.

...

MOBILE HOME PARK A lot~~parcel~~ of land under unified ownership designed and/or used to accommodate three (3) or more manufactured housing units.

...

NET DEVELOPMENT AREA The net area of a lot~~parcel~~ of land usable for determining the maximum allowable density of a site. Net development area shall be determined by subtracting the following from the gross site area:

...

PARKING FACILITY, COMMERCIAL A facility for the parking of licensed motor vehicles for a fee or to serve another use that is not located on the same lot~~parcel~~. *[Added 11-24-2020]*

...

PREMISES A parcel, lot or tract of land, or a combination of contiguous lots and/or tracts of land which is under single ownership as reflected in the City's assessing records. *[Added 12-19-2017, Amended 11-23-2021]*

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

1 ...
2 **TRACT OR ~~LOT~~PARCEL OF LAND** All contiguous land in the same ownership, provided that lands located
3 on opposite sides of a public or private road shall be considered each a separate tract or ~~lot~~parcel of land
4 unless such road was established by the owner of the land on both sides thereof. *[Added 8-16-2016]*
5 ...

6 **UNIFORM SETBACK RELATIONSHIP ~~FOR A LOT~~** The average of the setbacks of nine (9) lots, two (2) on
7 either side of the subject lot and five (5) on the opposite side of the street from the lot, or the number
8 of existing lots on each side of the subject lot, all located on the same block, whichever is less. If one (1)
9 or more of the nine (9) lots are undeveloped, it shall not be included in calculation. Furthermore, if the
10 setback of one (1) of the nine (9) lots is greater than the average setback of the other lots, it shall not be
11 included in the calculation. ~~The condition in which the two (2) on either side of the subject lot front on~~
12 ~~the same street and where the front setback of each of the four (4) lots does not vary from the average~~
13 ~~of all four (4) front setbacks by more than five (5) feet.~~
14 ...

15 **Article VII. Nonconformance**

16 ... 17 **§ 280-7-2. Nonconforming structures.**

18 ... 19 280-7-2.B Relocation.

20
21 280-7-2.B.(1) A nonconforming structure may be relocated within the boundaries of the ~~lot~~parcel on which the
22 structure is located provided that the site of relocation conforms to all setback requirements to the greatest
23 practical extent, as determined by the Code Enforcement Officer in conformance with the purposes of this
24 chapter, and provided that, if the use is not connected to the public sewerage system, the applicant demonstrates
25 that the present subsurface sewage disposal system meets the requirements of state law and the State of Maine
26 Subsurface Wastewater Disposal Rules or that a new system can be installed in compliance with the law and said
27 rules.
28 ...

29 **§ 280-7-4. Nonconforming lots.**

30 ... 31 280-7-4.B. Contiguous built lots.

32
33 280-7-4.B.(1) If two (2) or more contiguous lots ~~or parcels~~ are in a single or joint ownership of record at the time of
34 adoption of this chapter, and if all or part of the lots do not meet the dimensional requirements of this chapter,
35 and if a principal use or structure exists on each lot, the nonconforming lots may be conveyed separately or
36 together, provided that the State Minimum Lot Size Law^[1] and Subsurface Wastewater Disposal Rules are complied
37 with.
38 ...

39 280-7-C. Contiguous lots, vacant or partially built. When two (2) or more contiguous lots ~~or parcels~~ are in single or
40 joint ownership of record at the time of adoption or amendment of this chapter or any time thereafter, if any of
41 these lots do not individually meet the dimensional requirements of this chapter or subsequent amendments, and
42 if one (1) or more of the lots is vacant or contains no principal structure, the lots shall be combined to the extent
43 necessary to meet the dimensional requirements of this chapter; provided, however, that any two (2) or more
44 contiguous lawful lots of record as of November 21, 1995, and located in the Rural Residential or Rural Mixed Use
45 Zones shall not be required to be combined pursuant to this subsection.
46 ...

47 **Article X. Establishment of Zones**

48 ...

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

§ 280-10-4. Contract zoning.

280-10-4.B. Relationship to shoreland zoning. A ~~lot~~parcel rezoned under this section may include land areas subject to **Chapter 270: Shoreland Zoning**, but any provision of a contract zoning amendment adopted by the City Council that removes or modifies any restrictions or limitations imposed by **Chapter 270** shall not take effect until approved by the Commissioner of Environmental Protection as required by 38 M.R.S. § 438-A(3), as may be amended from time to time.

Article XI. Zone Requirements

§ 280-11-2. Rural Residential Zone (RR).

280-11-2.B. Permitted uses. *[Amended 3-21-2006]*

280-11-2.B.(2) Those ~~lots~~parcels listed below are considered nonconforming lots of record at the time they were rezoned in 2006 from Residential Development and may be built upon, without the need for a variance, with a single family detached dwelling, provided that such lot is in separate ownership and not contiguous with any other lot in the same ownership and that all provisions of the Residential Development Zone can be met. *[Amended 2-5-2008]*

Lots <u>Parcels</u> Rezoned Residential Development to Rural Residential February 2006 Considered Preexisting Nonconforming				
R8-3	G17-1	G17-3	R8-35B	G17-2
H17-3	R8-30	G17-4	H17-4	G17-8
G17-7	H17-5	R8-6A	G17-6	R8-28
R6-69C	R8-5B	R6-69	R8-5F	R6-69D
H18-11	R8-7	R8-5D	R11-55C	R11-90
R11-55B	R6-56	R8-72C	R8-72D	R8-8

280-11-2.C. Uses permitted with site plan review. Uses ~~outlined in shown on~~ the **Table of Land Uses** as being permitted with site plan review in the RR Zone shall be allowed, but only upon the receipt of approval of a development plan in accordance with the provisions of **Article XVI**. *[Amended 12-3-2019]*

280-11-2.F. Standards. All buildings and structures shall be erected, structurally altered, enlarged, or moved and all land within the RR Zone shall be used in accordance with the following standards.

280-11-2.F.(2) Development standards. In addition to the space and bulk standards set forth in ~~§§~~ **280-11-2F(1)**, the following standards shall apply as indicated:

280-11-2.F.(2)(a) Subdivisions. The division of any ~~lot~~parcel of land containing ten (10) or more acres as of the date of adoption of this subsection shall:

280-11-2.F.(2)(d) Child care centers or nursery schools for more than thirteen (13) children. In addition to the requirements of conditional use, a child care center or nursery school for thirteen (13) or more children shall comply with the following standards: *[Amended 11-13-2016]*

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

1 280-11-2.F.(2)(d)[2] The lot ~~or parcel~~ shall have four-hundred-fifty (450) feet of frontage on Route 109 or
2 Route 4. When a lot fronts on either Route 109 or Route 4 and another road, access shall be Route 109
3 or Route 4. *[Amended 11-13-2016; 8-20-2019]*

4 ...
5 280-11-2.F.(2)(d)(e) Individual lot sizes. The creation of any individual lot shall conform to the maximum
6 net residential density provision of one (1) dwelling unit per two (2) net acres. Individual lots may be as
7 small as forty-thousand (40,000) square feet provided that the cumulative net residential density of all
8 lots created from the original ~~lot~~parcel conforms to the density standard. If a lot with a lot area of less
9 than two (2) net acres or less than two (2) net acres per proposed dwelling unit is proposed to be
10 created, the owner shall provide the Code Enforcement Officer with written evidence that the lot will be
11 in conformance with the maximum net residential density requirement of one (1) dwelling unit per two
12 (2) net acres. This evidence may include, but is not limited to, the following:

13 ...
14 280-11-2.F.(2)(e)[2] Evidence that the proposed lots, in conjunction with other lots created from the
15 same ~~lot~~parcel, conforms to the maximum density requirement.

16
17 280-11-2.F.(2)(e)[3] Evidence that, in addition to the proposed lots, a conservation area on the same
18 ~~lot~~parcel, adequate to allow the combination of the lots and conservation area to conform to the
19 maximum density requirement, has been permanently restricted from development through a
20 conservation or similar easement.

21 ...
22 **§ 280-11-3. Rural Mixed Use Zone (RMU).**

23 ...
24 280-11-3.F.(2) Development standards. In addition to the space and bulk standards set forth in **§§ 280-**
25 **11-3E(1)**, the following standards shall apply as indicated:

26
27 280-11-3.F.(2)(a) Subdivisions. The division of any ~~lot~~parcel of land containing ten (10) or more acres as
28 of the date of adoption of this subsection shall:

29 ...
30 280-11-3.F.(2)(a)[2][e] Individual lot sizes. The creation of any individual lot shall conform to the
31 maximum net residential density provision of one (1) dwelling unit per two (2) net acres. Individual lots
32 may be as small as forty-thousand (40,000) square feet provided that the cumulative net residential
33 density of all lots created from the original ~~lot~~parcel conforms to the density standard. If a lot with a lot
34 area of less than two (2) net acres or less than two (2) net acres per proposed dwelling unit is proposed
35 to be created, the owner shall provide the Code Enforcement Officer with written evidence that the lot
36 will be in conformance with the maximum net residential density requirement of one (1) dwelling unit
37 per two (2) net acres. This evidence may include, but is not limited to, the following:

38 ...
39 280-11-3.F.(2)(a)[2][e][ii] Evidence that the proposed lots, in conjunction with other lots created from
40 the same ~~lot~~parcel, conforms to the maximum density requirement.

41
42 280-11-3.F.(2)(a)[2][e][iii] Evidence that, in addition to the proposed lots, a conservation area on the
43 same ~~lot~~parcel, adequate to allow the combination of the lots and conservation area to conform to the
44 maximum density requirement, has been permanently restricted from development through a
45 conservation or similar easement. *[Added 8-16-2016]*

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

280-11-3.F.(2)(f) Child care centers or nursery schools for more than thirteen (13) children. In addition to the requirements of a conditional use, a child care center or nursery school for thirteen (13) or more children shall comply with the following standards: *[Amended 11-13-2016]*

...

280-11-3.F.(2)(f)[2] The lot ~~or parcel~~ shall have four-hundred-fifty (450) feet of frontage on an arterial or collector road. When a lot fronts on both an arterial and/or collector road, access shall be from the collector 6, road unless otherwise approved by the Planning Board. *[Amended 11-13-2016; 8-20-2019]*

...

§ 280-11-4. Single Family Residential Zone (SFR).

...

280-11-4.C. Uses permitted with site plan review. Uses outline in shown on the **Table of Land Uses** as being permitted with site plan review in the SFR Zone shall be allowed, but only upon the receipt of approval of a development plan in accordance with the provisions of **Article XVI**. *[Amended 12-3-2019]*

...

280-11-4.F. Standards. All buildings and structures shall be erected, structurally altered, enlarged, or moved and all land within the SFR Zone shall be used in accordance with the following standards.

...

280-11-4.F.(2) Development standards. In addition to the space and bulk standards set forth in **§ 280-11-4F(1)**, the following standards shall apply as indicated:

...

280-11-4.F.(1)(b)[3] Any use that disposes of wastes by means of subsurface waste disposal shall comply with the requirements of the State Minimum Lot Size Law as set forth in 12 M.R.S.A. § 4807 et seq. for a single-family home, the minimum lot size under the state law is twenty-thousand (20,000) square feet.

...

280-11-4.F.(1)(d) Front setback (principal and accessory buildings).

280-11-4.F.(1)(d)[1] Where the existing buildings have a uniform setback relationship to the street, any new building ~~or alteration of an existing building~~ shall maintain the existing relationship. The setback of an expansion and/or addition to an existing structure shall not vary from the existing setback by more than eight (8) feet, except when the expansion or addition brings the existing building into greater conformance with the uniform setback relationship for the lot.

...

280-11-4.F.(2) Development standards. In addition to the space and bulk standards set forth in **§§ 280-11-4F(1)**, the following standards shall apply as indicated:

280-11-4.F.(2)(a) Development review.

...

280-11-4.F.(2)(a)[1] If the average net residential density of abutting residential lots is greater than four (4) units per acre, the maximum net residential density of the subject lot ~~parcel~~ shall be the average of the abutting properties to a maximum of six (6) units per net acre, provided that the project conforms to the following standards: *[Amended 5-7-2019]*

...

§ 280-11-5 Residential Development Zone (RD).

...

280-11-5.F. Standards. All buildings and structures shall be erected, structurally altered, enlarged, or moved and all land within the RD Zone shall be used in accordance with the following standards.

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

280-11-5.F.(1) Space and bulk standards.

...

280-11-5.F.(1)(b) Minimum lot size.

280-11-5.F.(1)(b)[1] Single-family dwelling: seven-thousand-five-hundred (7,500) square feet.

...

280-11-5.F.(1)(d) Minimum front setback (principal and accessory buildings): twenty-five (25) feet.

Where the existing buildings have a uniform setback relationship to the street, any new building shall maintain the existing relationship. The setback of an expansion and/or addition to an existing structure shall not vary from the existing setback by more than eight (8) feet, except when the expansion or addition brings the existing building into greater conformance with the uniform setback relationship for the lot.

...

§ 280-11-6 Urban Zone (U).

280-11-6.F.(2) Front setback (principal and accessory buildings):

280-11-6.6.2.2.1 Where existing buildings have a uniform setback relationship to the street, any new building ~~or alteration of an existing building~~ shall maintain the existing relationship. The setback of an expansion and/or addition to an existing structure shall not vary from the existing setback by more than eight (8) feet, except when the expansion or addition brings the existing building into greater conformance with the uniform setback relationship for the lot.

...

280-11-6.F.(4) Design standards.

...

280-11-6.F.(5) For the construction of new single-family or two-family units the Code Enforcement Officer shall review and approve the application subject to any and all applicable state or local construction and/or fire codes, and the following:

...

280-11-6.F.(5)(c) Building design.

...

~~280-11-6.F.(5)(c)[3] Reduced side and rear setbacks for accessory structures. The required side and rear setback of ten (10) feet for accessory buildings and structures may be reduced to not less than two (2) feet subject to the following:~~

~~280-11-6.F.(5)(c)[3][a] The relationship of the structure to the side and/or rear lot line shall conform to the uniform setback relationship on abutting lots;~~

~~280-11-6.F.(5)(c)[3][b] The accessory structure shall be located at least ten (10) feet from any other structure on the same or an abutting lot;~~

~~280-11-6.F.(5)(c)[3][c] The owners of the abutting lots adjacent to the encroachment approves of the reduced setback in writing; and~~

~~280-11-6.F.(5)(c)[3][d] The Fire Department approves of the reduced setback in writing.~~

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

280-11-6.F.(6) Commercial vehicle parking accessory to an allowed residential use. Overnight parking of not more than one (1) commercial vehicle shall be permitted in conjunction with an allowed residential use, provided that:

280-11-6.F.(6)(a) The vehicle is parked on the same lot as the residential use;

280-11-6.F.(6)(b) The vehicle is regularly driven by a resident of the premises; and

280-11-6.F.(6)(c) The commercial vehicle is not over one (1) ton in size.

...

Article XIII. Conditional Uses

...

§ 280-13-2. Conditional use approval required.

280-13-2.A. A building, structure, or lot~~parcel~~ of land may be used for a conditional use if:

...

§ 280-13-5. Standards for conditional use approval.

280-13-5.A. The Planning Board shall approve a conditional use application, or approve it with conditions, if it makes a positive finding, based on the information presented, that the proposed use, with any conditions attached, meets the following standards:

...

280-13-5.B. Nonprofit service organization. In addition to the requirements of this section and any other applicable section of the City's ordinances, the minimum lot~~parcel~~ size for this use is ten (10) acres.

[Added 3-6-2007]

280-13-5.C. Horse shows. In addition to the requirements of this section and any other applicable section of the City's ordinances, the minimum lot~~parcel~~ size for this use is twenty (20) acres. *[Added 3-6-2007]*

...

Article XIV. General Standards^[1]

...

§ 280-14-4. Creation of lots along arterials.

...

280-14-4.B. Waiver of the access limitation for new lots.

280-14-4.B.(1) The Planning Board or Site Plan Review Committee may waive the access limitation provisions of this subsection when there are unique conditions which make access, other than from the arterial impractical. The Planning Board may grant a waiver only if one (1) of the following conditions is met:

280-14-4.B.(1.)(a) There is too little road frontage to reasonably allow for the creation of a local street, and there will be no further subdivision of the lot~~parcel~~; or

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

280-14-4.B.(1)(b) The shape or physical condition of the lotparcel does not permit access to or the creation of a local street, and there will be no further subdivision of the lotparcel.

...

§ 280-14-13 Signs *[Amended 12-19-2017]*

...

280-14-13.B. General provisions. All signs shall be in conformance with the following provisions, except as may be otherwise regulated in this chapter, including, but not limited to, **§ 280-15-11H(11)**. *[Amended 12-3-2019]*

...

280-14-13.B.(4) Existing nonconforming signs may be rebuilt, maintained, repainted or refaced, except that a nonconforming sign shall be brought into conformity with the provisions of this section when it is enlarged or relocated or when the principal use of the property is changed to a residential use as outlineddefined in the **Table of Land Uses** ^[1].

...

Article XV. Performance Standards^[1]

[1] Note: Performance Standards apply to activities which do not require Site Plan, Subdivision, or Planning Board approval.

§ 280-15-1. Groundwater protection standards.

280-15-1.A. Applicability. The general provisions of this section apply to all land uses, including storage of hazardous materials, new construction, structural alteration, and substantial change in use, occurring in the City. Additional standards and requirements apply in areas delineated as Public Water Supply Protection Districts.

280-15-1.B. Delineation of the Public Water Supply Protection Districts.

280-15-1.B.(5) If any portion of a lotparcel is located in Zone A and/or B, all of the land located in Zone A shall be governed by the regulations for Zone A, and all of the land located in Zone B shall be governed by the regulations for Zone B.

280-15-1.J. Notification requirement. Within sixty (60) days of the adoption of this section, the Planning Director shall notify the owners of all lotsparcels within a Public Water Supply Protection District of the adoption of these provisions and the importance of compliance with the requirements and shall provide them with a copy of the performance standards and other requirements. *[Amended 8-16-2016]*

§ 280-15-2. Watershed performance standards.

280-15-2.B. Not more than thirty-five percent (35%) of the total vegetated area of a lot may be covered by impervious surfaces, including buildings, structures, and paved or gravel surfaces, unless the owner of the lotparcel demonstrates that such development will be carried out in accordance with the Best Management Practices as set forth in "Stormwater Management for Maine: Best Management Practices," published by the Maine Department of Environmental Protection, as may be amended from time to time. *[Amended 8-16-2016]*

...

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

1 **§ 280-15-3 Industrial performance standards.**

2 ...

3 280-15-3.C. Odors and air quality. No offensive, harmful, or noxious odors shall be emitted that create a

4 public nuisance or hazard beyond the lot line of the ~~lot~~parcel, an adjoining unit, building, or property,

5 documented by multiple complaints. All facilities shall have a properly designed and maintained

6 ventilation and air filtration system which takes into consideration the square footage and number of

7 elements in the industrial process. Smoke, debris, dust, fluids, and other substances shall be managed in

8 compliance with Maine Department of Environmental Protection Regulations Chapter 110 Ambient Air

9 Quality Standards. Filters shall be checked every six (6) months and shall be replaced as needed or based

10 on the manufacturer's recommended schedule, whichever is more recent. [Adopted 7-19-2016]

11 ...

12 **§ 280-15-4. Residential cluster development standards.**

13 ...

14 280-15-4.A. Purpose. The purpose of these provisions is to allow for contemporary concepts of housing

15 development where variations of design may be allowed. The Planning Board may approve residential

16 cluster developments as an alternative to conventional subdivisions. The Planning Board may approve

17 subdivisions as residential cluster developments in which the size of individual lots is less than that

18 normally required by this chapter, provided that a sufficient area of the total ~~lot~~parcel being developed

19 is reserved as permanent open space.

20 ...

21 280-15-4.B. Basic requirements for cluster developments.

22 ...

23 280-15-4.B.(2) Each lot or building shall be an element of an overall plan for site development. When the

24 development consists of the creation of lots, the plan shall establish a building envelope for each lot that

25 identifies the area within which the buildings will be located. When the development involves the

26 construction of buildings on a single ~~lot~~parcel, the plan shall show the location of each building.

27 ...

28 **§ 280-15-5. Manufactured housing.**

29 ...

30 280-15-5.B. Newer mobile homes. Newer mobile homes shall be treated as single family homes

31 allowable in the Rural Residential, Rural Mixed Use, and Residential Development Zones but may not be

32 located on a lot ~~or parcel~~ of land which fronts on Route 109, 202, 99, 11A, 224 or 4. [Amended 5-7-2019]

33 ...

34 280-15-5.C. Nonconforming homes. All other mobile homes and trailers, and modular homes which fail

35 to meet the definition of modular home as defined in this chapter, which were lawfully located in the

36 City as a residential unit prior to November 20, 1984, and all other mobile homes which are lawfully

37 located within the City subsequent to that date pursuant to ~~§§ 280-15-5D~~ shall be considered

38 nonconforming structures and may continue and may be maintained, repaired, improved, enlarged, or

39 replaced with a like home the same size or larger. Such a nonconforming structure may be moved to

40 another lot or ~~lot~~parcel in the Rural Residential, Rural Mixed Use, or Residential Development Zones but

41 may not be relocated to a lot ~~or parcel~~ of land which fronts on Route 109, 202, 99, 11A, 224 or 4.

42 ...

43 280-15-5.D. Additional older homes prohibited. No person, firm, corporation, or other legal entity may

44 locate a factory-built home that is included within the term all other mobile homes as defined in this

45 chapter on a lot ~~or parcel~~ of land in the City if such factory-built home was not lawfully located in the

46 City as a residential unit prior to November 20, 1984; provided, however, that:

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

280-15-5.D.(1) Any manufactured home or factory-built home that is included within the term all other mobile homes, regardless of its date of manufacture, that is legally sited within the City as of August 4, 1988, may be relocated to another lot ~~or parcel~~ of land within the City where newer mobile homes are allowed under **§§ 280-15-5B** so long as it complies with all design criteria applicable to newer mobile homes, including but not limited to a pitched, shingled roof, exterior siding which is residential in appearance and located on a permanent foundation; provided, however, that the Board of Appeals may, upon written request by the owner of said home, grant a waiver from said design standards upon the owner's showing of economic circumstances that would cause compliance with said design standards to have the practical effect of preventing said home's relocation within the City; and *[Amended 5-7-2019]*

280-15-5.F. Mobile home parks.

280-15-5.F.(7) Requirement for buffer strips.

280-15-5.F.(7)(a)1 None of the provisions of this subsection shall apply unless the per-acre density of the mobile home park is at least two (2) times greater than the density of residential development on immediately adjacent ~~lots~~parcels of land.

§ 280-15-10 Marijuana standards. *[Added 7-19-2016, Amended 2-20-2018, Amended 7-9-2019, Amended 5-5-2020]*

280-15-10.C. Licensed marijuana property, marijuana production facility, and marijuana manufacturing facility standards. In addition to the requirements of **§§ 280-15-10B**, a licensed marijuana property, marijuana production facility, and/or marijuana manufacturing facility shall meet the following additional standards: *[Amended 2-20-2018, Amended 7-9-2019; Amended 5-5-2020]*

280-15-10.C.(2) The owner of a licensed marijuana property, marijuana production facility, and marijuana manufacturing facility shall obtain an annual license from the City Council to operate the property and facility in conformance with **Chapters 149: Licensing and 161: Marijuana**. The number of licensed marijuana properties shall be capped at eight (8) ~~lots~~parcels as defined in this chapter. All marijuana production facilities and marijuana manufacturing facilities shall be located on one (1) or more of the eight (8) licensed marijuana properties. Additional buildings may be permitted on licensed marijuana properties for marijuana production, marijuana manufacturing, and/or other uses allowed in the zoning district, based on the boundaries of the ~~lots~~parcels existing as of October 2, 2018, if the owner demonstrates that the proposed expansion meets all applicable requirements of the City's zoning, site plan, and building electrical fire and other health safety and technical codes, including but not limited to this chapter and **Chapters 90: Building Construction and 128: Fire Prevention** and the Maine Medical Use of Marijuana Act, Marijuana Legalization Act, and state administrative rules, as appropriate. *[Amended 2-20-2018, Amended 7-9-2019; Amended 5-5-2020]*

§ 280-15-11 Design standards *[Added 8-16-2016, Amended 12-3-2019]*

Any exterior modification on a ~~lot~~parcel that is located in a Design District Overlay Zone, except for a single family dwelling, two (2) family dwelling, three (3) unit multifamily dwelling, and/or demolition of an existing structure, shall require review and recommendation to the City Council, Planning Board, Site Plan Review Committee, Planning Director, and/or Code Enforcement Officer by the Design Review Committee, except that the following proposed modifications shall be delegated to the Planning Director for review: *[Amended 10-2-2018, Amended 12-3-2019]*

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

1 ...

2 **280-15-13 Accessory apartment.** [Adopted 12-3-2019]

3 ...

4 280-15-13.C.(3) One (1) accessory apartment is permitted per lotparcel.

5 ...

6 280-15-13.C.(4) When creation of an accessory apartment changes the footprint of the structure, the
7 addition shall conform to all space and bulk standards, except for density, in the zoning district where
8 the property is located. An accessory apartment shall not be counted as a unit when calculating units
9 per acres. The creation of an accessory apartment within a lawfully nonconforming structure is
10 permitted provided that it does not increase the nonconformity of the structure and meets all other
11 relevant standards of this chapter.

12 ...

13 **Article XVI. Site Plan Review** [Added 8-16-2016]

14 ...

15 **§ 280-16-4 Classification of projects.**

16 ...

17 280-16-4.A. Major development.

18 ...

19 280-16-4.A.(4)(g) Boarding or congregate care facility. [Amended 8-20-2019]

20 ...

21 280-16-4.C. Design standards. Any development on a lotparcel that is located in the Sanford Downtown
22 or Springvale Village Design District Overlay Zones shall require review by and a recommendation to the
23 designated reviewing committee or staff. [Amended 8-20-2019]

24 ...

25 **§ 280-16-5 Review and approval authority.**

26 ...

27 280-16-5.C. Site Plan Review Committee.

28

29 280-16-5.C.(1) Composition and quorum.

30

31 280-16-5.C.(1)(a) The Site Plan Review Committee shall be comprised of the following eight (8)
32 members. An employee of each member's respective organization may serve as an alternate in the
33 event that a member is unable to attend a scheduled Site Plan Review Committee meeting. A quorum
34 shall be defined as a minimum of five (5) members. [Amended 8-20-2019; Amended 4-21-2020]

35 ...

36 280-16-5.C.(1)(a)[3] The City Engineer or the Public Works Director; and [Amended 4-21-2020]

37

38 280-16-5.C.(1)(a)[4] The Planning Director; ; [Amended 4-21-2020]

39 ...

40 280-16-5.C.(1)(a)[8] The Code Enforcement Officer; ; and [Amended 4-21-2020]

41

42 280-16-5.C.(1)(b) The Planning Director shall serve as Chair of the Site Plan Review Committee and shall
43 be responsible for scheduling its meetings of.

44 ...

45 280-16-5.C.(4) Appeals. Any action on a minor site plan may be appealed to the Planning Board by the
46 applicant, any abutter to the project within two-hundred-fifty (250) feet of the subject lotparcel, or any
47 other party who participated in the consideration of the application. The appeal shall be made in writing

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

to the Planning Department within fifteen (15) days of final action on the minor site plan. [Amended 8-20-2019]

§ 280-16-6 Scheduling, submission, fee, and review procedures

280-16-6.G. Submission requirements. The application for site plan review shall contain the following exhibits and information; except that applications for staff level review under **§ 280-16-4B(4)** may provide a reduced list of exhibits and information in conformance with the Planning Board's ByLaws. The applicant shall provide a date and description of changes on all revised plans and documents. A generic state that revisions are "per staff comments" shall not be adequate. [Amended 8-20-2019, Amended 12-3-2019]

280-16-6.G.(1) Application elements. The application shall consist of:

280-16-6.G.(2) Required information.

280-16-6.G.(2)(a) General information. [Amended 8-20-2019]

280-16-6.G.(2)(a)[6] Assessing tax map and lot number of the lotparcel or lotsparcels.

280-16-6.G.(2)(d) Supplemental information.

280-16-6.G.(2)(d)[2] The Planning Director may require the applicant to provide a boundary survey of the lotparcel, tied to the Maine state coordinate system, if property lines are not clearly and easily determined on the ground. [Amended 8-20-2019]

280-16-6.G.(2)(d)[7] Supplemental information for a water supply protection permit shall contain the following information:

280-16-6.G.(2)(d)[7][a] The location of Public Water Supply Protection District boundaries based upon the official map if they cross the lotparcel.

280-16-7.T. Supplemental criteria and standards for private ways. The Planning Board shall approve the use of private ways which meet the standards of this chapter, including but not limited to those described below to provide access to and frontage for individual lots of land.

280-16-7.T.(1) Each lot having access from an approved private way shall be improved with no more than one (1) dwelling unit and related accessory buildings and uses, except for residential uses allowed in the Urban Zone as outlined in the Table of Land Uses, which may allow use of the private way to access other types of residential uses if the Planning Board finds that the proposed use is in conformance with 280-16-7T(3)(h).

280-16-7.T.(3)(f) Notwithstanding other provisions of the Code to the contrary, no private way shall provide access to or serve in any way to provide compliance with the requirements of the Code for more than three (3) individual lots unless construction of the way complies with the local residential street standards as set forth in **Chapter 275: Subdivision of Land**, except that up to ten (10) residential units may be allowed in the Urban Zone if the Planning Board finds that the private way is in conformance with 280-16-7T(3)(h).

Draft Amendment Urban Zone 08032022. Underlined text is proposed new; ~~struck-out text~~ is proposed to be removed.

1 280-16-7.T.(3)(h) The Planning Board may allow up to ten (10) residential units on a private way in the
2 Urban Zone if:

3
4 280-16-7.T.(3)(h)[1] it has granted site plan approval for the private way;

5
6 280-16-7.T.(3)(h)[2] the private way is paved;

7
8 280-16-7.T.(3)(h)[3] the width of the right-of-way is adequate to ensure that there is adequate area to
9 accommodate necessary drainage and other improvements, address topographic conditions, ensure
10 safe disposal of stormwater, provide adequate widths of travel lanes to serve anticipated traffic, restrict
11 onstreet parking, require that residential units are sprinklered, siting and construction of fire hydrants,
12 etc. If the Planning Board determines that the right of way needs to be expanded to address these
13 conditions, it may require up to a maximum fifty (50) foot right of way; and

14
15 280-16-7.T.(3)(h)[4] All other standards shall be in conformance with requirements for private ways in
16 this chapter and **Chapter 275: Subdivision** including, but not limited to, provisions for turnarounds,
17 maintenance agreements, recording of the approved site plan and maintenance agreements at the York
18 County Registry of Deeds.

19 ...

20 **Article XVIII. Waivers**

21 **§ 280-18-1 Waiver of submission requirements authorized.**

22 When the Planning Board makes written findings of fact that there are special circumstances relating to
23 a particular ~~lot~~parcel proposed to be developed, it may waive portions of the submission requirements,
24 unless this chapter specifically prohibits waivers. For a waiver to be granted, the applicant shall
25 demonstrate that:

26 ...

27 **§ 280-18.2 Waiver of standards authorized.**

28 ...

29 **§ 280-18.3 Conditions.**

30 ...

31 **§ 280-18.4 Waivers to be shown on final plan.**

32





Sanford, Maine

Private Roads within the Urban Zone

Legend

- Property Line
- Private Road
- Urban Zone



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0 2,000 4,000 Feet

1 inch = 2,000 feet

Created: 5/26/2022

PUBLIC HEARING NOTICE

The Sanford City Council will hold a Public Hearing and receive written and oral comments at its September 6, 2022 meeting at 6 pm to adjust front yard setback and private way standards in the Urban Zone (U).

The hearing will be held in person in Council Chambers at City Hall, 919 Main Street, Sanford. The meeting may also be accessed via remote video and teleconference pursuant to City Council Rules of Procedure. Instructions for joining the meeting by remote methods will be posted by September 2, 2022 at www.sanfordmaine.org/meetings. The meeting will be broadcast on cable channel 26 and online at <https://townhallstreams.com/towns/sanfordme>. Comments may be delivered in person, via Zoom, or by sending written comments to the Planning Department, or by email to www.sanfordmaine.org under Email City Departments/City Council. Questions may be directed to the Planning Department 324-9150.

Memo



Number:

To: City Council

From: Mary Hastings, Growth Council

Date: 2022-09-20 18:00:00

Subject: Ordered, to authorize an application for a Public Service CDBG Grant to improve commercial facades in the Downtown.

RECOMMENDATION

Ordered, to authorize an application for a Public Service CDBG Grant to improve commercial facades in the Downtown.

Background Information:

Ordered, To Approve a Public Service CDBG to Improve Commercial Façades in the Downtown

Financial Impact or Review:

ATTACHMENTS

- [Council Order - CDBG Facade Grant.pdf](#)

COUNCIL RESOLUTION

STATE OF MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the **City of Sanford** wishes to apply to the Department of Economic and Community Development for a Community Development Block Grant to carry out a community development program; and

WHEREAS, the planning process required by Maine Law and the CDBG Program have been complied with, including participation in the planning process by low and moderate income families and individuals and the community has conducted at least one duly advertised public hearing.

NOW THEREFORE, be it resolved by the Council of the City of Sanford that the City Manager:

Is authorized and directed to submit an application for the Community Enterprise Assistance Grant program in the amount of \$100,000 to the State of Maine's CDBG Program at the Department of Economic and Community Development on behalf of the Community of Sanford, substantially in the form presented to this council;

Is authorized to make assurances on behalf of the City of Sanford required as part of such applications, and

Is authorized and directed, upon acceptance of said funds to carry out the duties and responsibilities for implementing and said program(s), consistent with the Charter of the City of Sanford and the laws and regulations governing planning and implementation of community development programs in the State of Maine.

DATE ENACTED: _____

Municipal Seal

AUTHORIZED SIGNATURES

Name	Date
Name	Date
Name	Date
Name	Date
Name	Date

Memo



Number:

To: City Council

From: Matthew Hill, Public Works

Date: 2022-09-20 18:00:00

Subject: Ordered, to accept a Grant Award for Goodall Brook Phase III, a USEPA 319 Grant Program with MaineDEP and York County Soil and Water Conservation District.

RECOMMENDATION

The Department of Public Works, in cooperation with the York County Soil and Water Conservation District and the Maine Department of Environmental Protection have successfully applied for incremental implementation funding towards the Goodall Brook Watershed Management Plan as accepted by the Sanford City Council.

Sanford DPW recommends accepting the Grant award and continuing strong partnerships towards water quality improvements and environmental sustainability for the City of Sanford.

Background Information:

The Department of Public Works, in cooperation with the York County Soil and Water Conservation District and the Maine Department of Environmental Protection have successfully applied for incremental implementation funding towards the Goodall Brook Watershed Management Plan as accepted by the Sanford City Council. The Goodall Brook Watershed Management Plan can be found here:

https://www.sanfordmaine.org/vertical/sites/%7B9A3D3C8D-76EE-4CC5-B86E-C19FDBF5E473%7D/uploads/Goodall_Brook_WBP.pdf

Legal Review Status:

N/A

Administrative or Departmental Review :

Ideally, partial matching funds for this grant will come from the second tree box filter constructed as part of the Westside Village project. This is subject to the timing of the grant agreement and the finalization of the construction activities on Twombly Road.

Financial Impact or Review:

Matching funds would come from City Staff time and the Roadway Capital Program as the Goodall Brook is an Urban Impaired Stream and receives much urban stormwater.

ATTACHMENTS

- [20220907_MaineDEP Goodall Brook Phase 3 Grant Notice of Award.pdf](#)
- [20220907_RFA 202203023 Application Coverpage.pdf](#)
- [20220907_MaineDEP 319 Grant Proposal for Goodall Brook Phase 3.pdf](#)
- [20220907_Goodall Brook Watershed Map.pdf](#)



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MELANIE LOYZIM
COMMISSIONER

Matthew Hill
Public Works Director
City of Sanford
156 School St.
Sanford, ME 04073

September 7, 2022

RE: Notice of Conditional Contract Awards - RFA#202203023, Grants for Nonpoint Source Pollution Control Projects: Watershed-based Implementation

Dear Matthew:

This letter references the Request for Applications (RFA) referenced above, issued by the State of Maine Department of Environmental Protection. The Department has evaluated the applications received using the evaluation criteria identified in the RFA and is hereby announcing its conditional contract awards to the following applicant(s):

Bidder	Application Title
Belgrade Regional Conservation Alliance, Inc., dba 7 Lakes Alliance	Long Pond Watershed Restoration Project, Phase I
Belgrade Regional Conservation Alliance, Inc., dba 7 Lakes Alliance	Messalonskee Lake Watershed Protection Project, Phase I
Town of Brunswick	Mare Brook Watershed Restoration Project, Phase I
Cobbossee Watershed District	Torsey Pond Watershed Protection Project
Hancock Co. Soil & Water Conservation District	Branch Lake Watershed Protection Project, Phase I
Oxford Co. Soil & Water Conservation District	Hogan-Whitney Ponds Watershed Protection Project, Phase II
City of Saco	Goosefare Brook Watershed Restoration Project, Phase IV
City of Sanford	Goodall Brook Watershed Restoration Project, Phase III

The applicants listed above received the evaluation team's highest rankings. The Department will be contacting the aforementioned applicant soon to negotiate a contract. As provided in the RFA, the Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the Department and the apparent successful vendor. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract.

As stated in the RFA, following announcement of this award decision, all submissions in response to the RFA are considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA). 1 M.R.S. §§ 401 et seq.; 5 M.R.S. § 1825-B (6). This award decision is conditioned upon

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

final approval by the State Procurement Review Committee and the successful negotiation of a contract. A Statement of Appeal Rights has been provided with this letter; see below.

Thank you for submitting an application to help improve and protect Maine's waters.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Wong', written over a horizontal line.

Alex Wong
NPS Program Coordinator, Bureau of Water Quality

STATEMENT OF APPEAL RIGHTS

Any person aggrieved by an award decision may request an appeal hearing. The request must be made to the Director of the Bureau of General Services, in writing, within 15 days of notification of the contract award as provided in 5 M.R.S. § 1825-E (2) and the Rules of the Department of Administrative and Financial Services, Bureau of General Services, Division of Purchases, Chapter 120, § (2) (2).

RFA # 202203023

Grants for Nonpoint Source Pollution Control Projects: Watershed-based Implementation


APPLICATION COVER PAGE

Handwritten Applications Will Not Be Accepted

Project Title	Goodall Brook Watershed Restoration Project, Phase III		
Applicant's Organization	City of Sanford		
Chief Executive – Name/Title	Click or tap here to enter text. Steven R. Buck		
Tel:	Click or tap here to enter text. 207-324-9173	E-mail:	Click or tap here to enter text. srbuck@sanfordmaine.org
Headquarters' Street Address:	Click or tap here to enter text. 919 Maine Street		
Headquarters' City/State/Zip	Click or tap here to enter text. Sanford, Maine 04073		
Provide information requested below if different from above			
Lead Point of Contact for Application- Name and Title	Click or tap here to enter text. Matthew Hill, Public Works Director		
Tel:	Click or tap here to enter text. 207-324-9135	E-mail:	Click or tap here to enter text. mehill@sanfordmaine.org
Headquarters' Street Address:	Click or tap here to enter text. 156 School Street		
Headquarters' City/State/Zip	Click or tap here to enter text. Sanford, Maine 04073		

- This application and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Applicant's application.
- No attempt has been made, or will be made, by the Applicant to induce any other person or firm to submit or not to submit an application.
- The above-named organization is the legal entity entering into the resulting agreement with the Department should they be awarded a contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed application, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print): Click or tap here to enter text. Nancy LeBrun	Title: Click or tap here to enter text. Assistant Public Works Director
Authorized Signature: 	Date: Click or tap here to enter text. 5/20/22

RFA # 202203023

Grants for Nonpoint Source Pollution Control Projects: Watershed-based Implementation

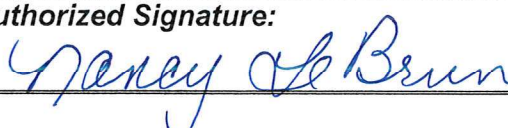
DEBARMENT, PERFORMANCE and NON- COLLUSION CERTIFICATION

Applicant's Organization Name:	City of Sanford
---------------------------------------	-----------------

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this application:

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the application for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. *Have not within a three (3) year period preceding this application had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this application is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

Failure to provide this certification may result in the disqualification of the Applicant's application, at the discretion of the Department.

Name (Print): Click or tap here to enter text. Nancy LeBrun	Title: Click or tap here to enter text. Assistant Public Works Director
Authorized Signature: 	Date: Click or tap here to enter text. 5/20/22

SECTION III: APPLICANT QUALIFICATIONS AND EXPERIENCE

A. ORGANIZATION QUALIFICATIONS AND EXPERIENCE:

GRANTEE: CITY OF SANFORD – The City of Sanford, Maine was incorporated as a town in 1768 and later incorporated as a city in 2013. The current form of government is a city council and a city manager. The city manager reports to the council. Municipally, the city has administered many state and federal grants. As part of the Goodall Brook watershed management plan, the city recently administered the second round of grant funding. The city provides general governmental services for the territory within its boundaries, including police and fire protection, highways, streets and sidewalks, wastewater treatment, solid waste transfer, social services, parks, and recreation areas. Under the city's supervision, public education is provided for grades kindergarten through 12, as well as the regional technical high school. The city of Sanford's department of public works will participate in engineering and project management oversight and is well-suited to perform and oversee the tasks outlined in this proposal as part of the matching contribution to the grant. The department owns, operates, and maintains sixty-six pieces of maintenance and construction equipment. The veteran crew performs work ranging from full construction to the most routine operations continuously and is accustomed to compliance with MMA and OSHA safety protocols. The department also maintains the storm water collection system for the city which requires continuous inventory/inspection, cleaning, and repair. The department utilizes a vacall truck in its regular cleaning of the city's catch basins.

Matthew Hill, P.E., City of Sanford Engineer & Director of Public Works – Matthew has 20-years of experience in roadway design, drainage infrastructure, and construction; which includes construction inspection and project management.

SUBGRANTEE - YORK COUNTY SOIL & WATER CONSERVATION DISTRICT – Established in 1943, YCSWCD has managed over 40 land stewardship and water quality improvement grants since 1995. Current staff includes a District Manager and Project Manager and a seasonal intern/project assistant. YCSWCD will be responsible for the coordination and management of all project management related tasks within the grant and Maine Department of Environmental Protection (MDEP) deliverables with the City of Saco.

Melissa Brandt, YCSWCD District Manager - Melissa has worked in the Environmental Science field for over 25 years. She has a BS in Environmental Science and her experience includes wildlife projects in Louisiana, Idaho & Maine. She is a Master Gardener, certified to write invasive management plans, and is trained in meeting facilitation through University of Maine Cooperative Extension. Melissa has been with the District since 2006. She coordinates the District's outreach programs including workshops, school educational programs, invasive species program (terrestrial & aquatic), the Demonstration Forest programs, and provides technical assistance to landowners with natural resource concerns. As a Program Manager she oversees all private foundation grants & assists with the watershed grants. Melissa can be reached at melissabrandt@yorkswcd.org and (207)324-0888 Ext. 214.

B. LITIGATION: NONE

RFA # 202203023

Grants for Nonpoint Source Pollution Control Projects: Watershed-based Implementation

I. Project Information

Project Title	Goodall Brook Watershed Restoration Project, Phase III
Applicant's Organization	City of Sanford
Applicant's Billing Address	919 Main Street, Sanford, ME 04073
Project Start Date	January 2023
Project Completion Date	December 2024

II. Waterbody and Watershed Information

a. Background

Waterbody Name	Goodall Brook
Waterbody Size (e.g., lake acres, stream miles)	1.54 miles
Watershed Area (acres or square miles)	489 Acres
Watershed Location (town(s), county(s))	Sanford, York County
Title and Date of Existing or Past Watershed-based Management Plan	Goodall Brook Watershed Based Management Plan, December 2014
Public Access to Waterbody	Yes - Network of trails in two parks and City property at Seneca Street and Park Street

b. Waterbody and Watershed Physical Characteristics

Goodall Brook's headwaters are located in a forested area along Hanson Ridge Road. At Grandview Avenue, the stream is diverted into a series of pipes which flows nearly 2000 feet underground until it emerges at Lebanon Street. It then flows southeast through Sanford and then into a large forested wetland before flowing into the Great Works River, which then flows into Bauneg Beg Lake in Sanford and North Berwick, ME. Bauneg Beg Lake has over 200 lakefront homes, a summer camp and a Town park. From the lake, water flows into the Salmon Falls River (a drinking water supply for towns in ME and NH), and into Great Bay and finally the Atlantic Ocean.

The Goodall Brook watershed is predominantly developed, with 321 acres (66%) of the watershed consisting of residential or commercial land uses. The northeast boundary of the watershed abuts the City's downtown, one of Sanford's most dense residential neighborhoods, and major crosstown transportation corridors. Impervious cover (IC) within the watershed is partially created by Sanford's City Hall, the Mainers baseball stadium, and several businesses along Main Street. There are approximately 132 acres (27%) of forest land in the watershed,

located primarily in the northern portion of the watershed. Impervious cover totals approximately 23.7% (138 acres) of the Goodall Brook watershed.

c. Description of Waterbody Uses and Value

A network of public trails exists within the watershed, including those in Soldiers and Sailors Park. Public access points exist within the watershed as well, via city owned land at Seneca Avenue and Park Street. Maine Inland Fisheries and Wildlife stocks brook trout in the lower reaches of the stream, creating a managed population of brook trout. There is endangered Hessel's Hairstreak habitat within the watershed and Species of Special Concern, Eastern Ribbon Snake and Brown Snake habitat. There is also State Threatened Sleepy Duskywing Butterfly habitat. Four significant vernal pools have been identified within the watershed.

III. Water Quality Problem or Threat

a. Water Quality Listing Status

Is water quality listed as impaired?	Yes
If impaired, what is the listed cause(s) and/or impaired use?	Streams – benthic macroinvertebrate bioassessments and habitat assessments
Name and date of any DEP TMDL report(s) for the waterbody.	TMDL Assessment Summary, Goodall Brook – 12/28/2012

b. Water Quality Overview

After Goodall Brook was first assessed by Maine DEP in 2004, the Department determined Goodall Brook did not meet its Class B aquatic life criteria. As a result, Maine DEP listed Goodall Brook as impaired on its 2012 303(d) list. Subsequent monitoring also indicated that the Brook did not meet applicable criteria for dissolved oxygen or bacteria concentrations. Goodall Brook was included in the Maine DEP Impervious cover TMDL (2012). Historic dredging, widening, and straightening of the stream channel has left the majority of Goodall Brook as a wide, slow-moving stream with thick, soft sediments along the bottom. This type of habitat is not able to support the diversity of aquatic life necessary to meet Class B standards for aquatic life in the stream. The problems associated with stream alteration are compounded by the high impervious cover (IC) in the watershed. Additional stressors have been identified that likely impair the biological communities in Goodall Brook, including poor habitat, low dissolved oxygen (DO), elevated nutrients, and bacterial contamination. Goodall Brook has two DEP biomonitoring stations within the watershed (S-747 and 748), both of which have been sampled in 2004 and 2015. Station 748, located at the downstream end of Goodall Brook near its intersection with the Great Works River, met Class B in 2015 and Class A in 2004. Station 747, located at Roberts Street in Sanford, did not meet attainment in either sampling year.

IV. Watershed Nonpoint Pollution Sources and NPS Mitigation Activities

a. Summary of Watershed Assessments and Priority Nonpoint Pollution Sources

Since 2004, the Great Works River Watershed Coalition, Bauneg Beg Lake Association, York County Soil and Water Conservation District (YCSWCD), and DEP have conducted several watershed survey projects that included Goodall Brook. Project funding was provided, in part, from USEPA under Section 319 of the Clean Water Act.

- In 2004, YCSWCD and DEP conducted a watershed survey of the Northern Great Works River Watershed (#2003P04). This survey focused on soil erosion in the more rural parts of the watershed, but it also included a limited assessment of Goodall Brook.
- In 2007, the Great Works River Watershed Management Plan (#2004R07) was completed and included several recommendations for Goodall Brook.
- In 2009, the Goodall Brook Survey and Hotspot ID Project (#2007PP09) completed a stream survey and Neighborhood Source Assessment Hotspot Inventory to provide a more comprehensive overview of residential and commercial sources of stormwater pollution. The project also identified problem areas and restoration opportunities in the watershed and along the stream corridor.
- From 2012-2014, the Goodall Brook Watershed Management Plan Development Project (#2012RT17) with USEPA funding through Section 319 of the Clean Water Act was completed. The project conducted watershed mapping, water quality monitoring, and watershed assessments and determined that causes of the impairment to Goodall Brook are associated with past stream channel modifications, slow water velocity, and poor variability in flow patterns. Other impacts to the stream include inadequate buffers and outfalls that disrupt stream hydrology and habitat. Four high priority stormwater retrofit projects, as well as six medium and four low priority projects were identified in the management plan.

b. Description of Watershed Activities to Address NPS Pollution

Stakeholders in the Goodall Brook watershed have been working toward restoring water quality and aquatic habitat in the watershed for over a decade. These activities include the following:

- 2007 – As part of the Northern Great Works River Watershed Improvement Project, Phase I (#2006R-2) invasive plants were removed, and native vegetation was planted along 80 feet of Goodall Brook. This project was funded in part by USEPA under Section 319 of the Clean Water Act.
- 2011 – Bauneg Beg Lake Association raised local funds and coordinated the installation of three tree box filters at Roberts St., adjacent to the parking lot of the Sanford Mainers baseball stadium.
- 2015 – The City updated its watershed map and posted it on its website. It is regularly referred to in permitting development in the watershed. The Goodall Brook committee was formed to guide the implementation process. Sanford Sewerage District completed maintenance tasks on several sewer and stormwater lines in the watershed, including cleaning and inspection via CCTV.
- 2016-2018 – The City was awarded a grant funded in part by USEPA under Section 319 of the Clean Water Act to carry out the Goodall Brook Watershed Restoration Project, Phase I (#2016RT08). This project worked with high school students to establish a water quality monitoring program and addressed six high and medium priority stormwater retrofit sites and habitat improvement projects as identified in the 2014 WMP. These projects included managing stormwater discharge within the Kimball Street outfall, a

woody debris installation of three hemlock root wads and attached trunks within the bank of Goodall Brook, maintaining and enhancing three tree box filters on Roberts Street, installing a biofiltration system near the Mainer's Parking Lot and addressing stormwater runoff at West Elm Street.

- 2020-2022 – The City was awarded another grant, funded in part by the US EPA under Section 319 of the Clean Water Act, to implement Phase II of the Goodall Brook Watershed Restoration Project. This project included the installation of two woody debris in-stream habitat improvement projects along 560' of the brook and a tree box filter on Kimball Street. This project also continued the monitoring program and outreach efforts established in Phase I. The City of Sanford also developed a Technical Manual that consolidates guidance on the latest acceptable standards and practices across a wide variety of construction and planning topics targeted to many user groups.
- The City of Sanford and the Sanford Sewer District have continued to identify and repair points within their system that may be contributing septic leakage into the brook. Notably, this has resulted in the identification of several sewer services tied into catch basins and broken sewer and drainage pipes during the course of maintenance and reconstruction activities.

Anticipated Future Project Phases:

This Phase III project is likely the last needed to implement the 2014 WBMP. However, it is likely that additional phases will be needed to further address the geomorphology issues present in the watershed. Additional NPS sites and issues may also be identified when the WBMP is updated in 2024.

V. Project Purpose

The overall purpose of the project is to restore the water quality and stream habitat in Goodall Brook. This Phase III project will include in-stream habitat restoration via the installation of woody debris structures and a tree box filter to treat urban stormwater. This project will also continue community education and outreach efforts through a lawn care workshop, pet waste outreach, and a stream clean-up. Monitoring efforts from past phases will also be continued, with the addition of macroinvertebrate sampling to evaluate the in-stream habitat improvements.

VI. Environmental Outcome

The long-term goal of the Goodall Brook Watershed Restoration Project is to improve Goodall Brook's aquatic habitat and bacteria levels so that it meets Class B water quality standards. During this phase proposed in-stream work will restore approximately 250 linear feet of habitat. The proposed tree box filter will reduce pollutant loads to Goodall Brook by an estimated 0.3 lbs N/year, 0.1 lbs P/year, and 0.2 tons sediment/year. The long-term outcome of improved stream habitat, water quality, and macroinvertebrate community recovery will likely occur outside of the project period.

VII. Partner Coordination, Roles and Responsibilities

- **The City of Sanford** will participate on the Goodall Brook Steering Committee, oversee habitat restoration and NPS abatement site work, and assist with project outreach. They will

purchase contractor services for the in-stream habitat restoration project, using appropriate procurement procedures outlined in DEP's NPS Grant Administrative Guidelines.

- **York County Soil and Water Conservation District (YCSWCD)** will serve as the sub-grantee and will provide overall project management and administration, create water quality monitoring sampling analysis plans, oversee and participate in water quality monitoring, assist with NPS project planning, complete pollutant load reduction reports, and assist with project outreach.
- The **Maine Department of Environmental Protection** will administer project funding, serve as the project advisor, participate on the SC, and provide review and comment on all deliverables.
- The **US Environmental Protection Agency** will provide project funding through section 319 of the Clean Water Act and provide project guidance.
- **Bauneg Beg Lake Association (BBLA)** will continue to participate on the Goodall Brook Steering Committee and assist in public outreach.
- The **Sanford Sewerage District** will be continue to participate on the SC and will assist with water quality monitoring by allowing the use of materials, equipment, staff, and facilities to analyze E.coli grab samples.
- **Sanford High School** will continue to assist with water quality monitoring and public outreach objectives. A faculty member will also continue to participate in the SC.

A **fluvial geomorphologist** will be hired (following procurement procedures outline in the GAG) to provide designs and assist in permitting for the in-stream habitat restoration project.

A **contractor** will be hired (following procurement procedures outline in the GAG) to perform installation work at the habitat restoration site.

VIII. Tasks, Schedules and Estimated Costs

All press releases, outreach materials, project signs, and plans will acknowledge that the project is funded in part by the United States Environmental Protection Agency under Section 319 of the Clean Water Act. Project staff will consult with DEP on EPA's public awareness terms and conditions for Section 319 grants before the project commences. In addition, project staff will consult with DEP and EPA before project signs are designed. Refer to the Service Contract, Rider A. Section III. D. Acknowledgement.

Project staff will exercise best professional judgment in the selection, design and installation of BMPs for NPS sites and will design and install BMPs at NPS sites according to design guidance described in Maine BMP guidance manuals or use other BMPs acceptable to the DEP. BMP design will incorporate climate change resiliency and aquatic organism passage to the extent practicable.

Project staff will ensure that permits required for construction are secured prior to construction and BMPs are constructed in an acceptable manner, before reimbursing landowners according to applicable Cost Sharing Agreements. The project will not use project funds to undertake, complete or maintain work required by existing permits, consent decrees or other orders.

Task 1 – Project Administration

The City of Sanford will administer the project according to the service contract with DEP. The City of Sanford will sign a sub-agreement with YCSWCD. YCSWCD will track project progress, expenses, matching funds, and submit reports (semi-annual progress reports and final project report) and other deliverables. YCSWCD will continue use of an NPS Site Tracker spreadsheet tool to efficiently accumulate and record information about NPS sites observed during this project to enable continued activity in future years to maintain existing BMPs and address new NPS sites.

Start and Completion Dates	1/2023 to 12/2024	
Grant Cost: \$6,500	Match Cost: \$2,001	Total Cost: \$8,501
Breakdown of Grant by Cost Category: \$6,500 (Subgrant)		
Breakdown of Match by Cost Category: \$2,001 (Salary/Fringe)		

Task 2 – Goodall Brook Steering Committee

The Goodall Brook Restoration Committee will continue to guide project activities and hold four meetings during the grant period. This committee will include representatives from YCSWCD, the City of Sanford, MDEP, Sanford High School, Bauneg Beg Lake Association, Sanford Sewerage District and interested Sanford residents. YCSWCD will be responsible for meeting coordination, facilitation, and summarization while project partners and citizen volunteers will be responsible for meeting participation and input. YCSWCD will also be responsible for facilitating communications with SC members that occur outside of scheduled meetings and for providing the meeting agenda and minutes to members.

Start and Completion Dates	1/2023 to 12/2024	
Grant Cost: \$1,913	Match Cost: \$2,988	Total Cost: \$4,901
Breakdown of Grant by Cost Category: \$1,800 (Subgrant), \$100 (Supplies), \$13 (Travel)		
Breakdown of Match by Cost Category: \$1,770 (Salary/Fringe), \$400 (Donated Services- Sanford Sewer District in-kin), \$818 (Donated Services- Volunteer in-kind)		

Task 3 – BMP Installation at NPS Sites

One in-stream habitat restoration project and one stormwater treatment BMP will be installed through this project.

Habitat Restoration Site – This project is located upstream of a habitat restoration project completed under Phase II of the restoration effort and will utilize the same strategy of installing a series of root wad constrictor structures. Final project designs will rely on professional geomorphologist analysis of the project site.

Stormwater BMP – This project will consist of the installation of one tree box filter on Twombly Road as a part of the City’s larger West Side Village road reconstruction project. This project will be funded completely by match from the City of Sanford.

Project staff will exercise best professional judgement in selecting NPS sites and will submit final design, specifications, and construction plans or cost share agreements for work at sites using more than \$5,000 in grant funds prior to construction. An NPS site report, including before

and after photographs will be prepared for each completed site. The candidate sites are outlined in the Candidate NPS Site List.

Start and Completion Dates	9/2022 to 12/2024	
Grant Cost: \$40,322	Match Cost: \$71,144	Total Cost: \$111,466
Breakdown of Grant by Cost Category: \$3,300 (Subgrant), \$14,000 (Consultant), \$23,000 (Construction), \$23 (Travel)		
Breakdown of Match by Cost Category: \$1,144 (Salary/Fringe), \$70,000 (Construction)		

Task 4 – Education & Outreach

The City of Sanford, with assistance from YCSWCD, will continue to publicize project activities via two press releases to local newspapers, website postings, and a presentation to the City Council.

Pet waste was identified by the Goodall Brook SC as a likely contributor to the high E.coli levels observed in the brook. To address this issue, SC members, with assistance from volunteers as needed, will create an outreach campaign to encourage proper pet waste disposal. This will include installing 5 signs and pet waste receptacles at popular dog walking spots in the watershed and designing an educational brochure for distribution with pet waste bags with annual dog registrations via the City Clerk as well as to local pet friendly businesses such as pet stores, groomers, veterinarians, etc.

The City of Sanford and YCSWCD will also organize a workshop for sustainable lawn care practices that will include an appropriate expert speaker. Both municipal employees and the public will be invited. A workshop summary will be submitted to ME DEP as a deliverable.

A volunteer stream clean up in partnership with Sanford High School and community volunteers will be held once a year to raise awareness of Goodall Brook’s water quality issues and to keep it clear of debris.

All press releases, outreach materials, project signs, and plans will acknowledge that the project is funded in part by the United States Environmental Protection Agency under Section 319 of the Clean Water Act. EPA’s logo will not be included on materials unless the Grantee receives prior instruction and approval from EPA. Refer to Grant Agreement, Rider A. Section III. F. Acknowledgement.

Start and Completion Dates	1/2023-12/2024	
Grant Cost: \$6,625	Match Cost: \$3,313	Total Cost: \$9,938
Breakdown of Grant by Cost Category: \$6,150 (Subgrant), \$450 (Supplies)		
Breakdown of Match by Cost Category: \$1,286 (Salary/Fringe), \$1,227 (Donated Services-Volunteer in-kind), \$800 (Donated Services- Sanford Sewer District in-kind)		

Task 5 – Water Quality Monitoring

Sanford High School students, the YCSWCD, and the Sanford Sewerage District will continue to perform water quality monitoring within Goodall Brook. Monitoring will help assess the impact of BMP installations in the watershed. Data will be collected in accordance with the previously

established Quality Assurance Project Plan (QAPP) that is held by the YCSWCD. A Sampling and Analysis Plan (SAP) will be created for this monitoring activity each year by the YCSWCD and submitted as a deliverable. A water quality data report in MS Excel format will also be created by YCSWCD and submitted to the DEP as a deliverable.

Sampling will be performed between Kimball Street and Berwick Road where BMPs were installed in Phase I and II and where new BMPs will be installed as a part of Phase III. Sampling will occur at a total of three sites in the early morning during summer low flow conditions. Monitoring parameters will include dissolved oxygen, temperature, specific conductivity, and E.coli. Sites will be sampled at least three times per year. Analysis of E.coli samples will occur at the Sanford Sewerage District. Results may also help the City detect the presence of any existing sewer pipe issues. The YCSWCD will coordinate with MDEP and the Volunteer River Monitoring Program to use/borrow a field meter to perform this work.

Each of the three sites will also be evaluated at least once a year for macroinvertebrate populations to assess the efficacy of in-stream habitat restoration projects completed in Phase II and continued in Phase III.

Start and Completion Dates	6/2023-9/2024	
Grant Cost: \$5,900	Match Cost: \$1,596	Total Cost: \$7,496
Breakdown of Grant Cost by Cost Category: \$5,850 (Subgrant), \$50 (Travel)		
Breakdown of Match by Cost Category: \$282 (Donated Services- Sanford Sewer District in-kind), \$1,278 (Donated Services- Volunteer in-kind), \$36 (Travel)		

Task 6 – Pollutant Load Reduction Estimates

YCSWCD will estimate NPS pollutant load reductions and resources protected under this project. During design or installation of conservation practices at NPS sites, appropriate field measurements will be recorded to prepare estimates of pollutant load reductions. Estimates will be prepared for all NPS sites, unless there is not an applicable estimation method. Methods to be used are the EPA Region 5 Load Estimation Model <http://it.tetratech-ffx.com/steplweb/> and/or the U. S. Forest Service WEPP Road Model at <http://forest.moscowfsl.wsu.edu/fswepp/> Results will be provided using DEP's "Pollutants Controlled Report" (PCR), which will be submitted to the MDEP, by December 31st of each project year.

Start and Completion Dates	1/2023 to 12/2024	
Grant Cost: \$609	Match Cost: \$143	Total Cost: \$752
Breakdown of Grant Cost by Cost Category: \$600 (Subgrant), \$9 (Travel)		
Breakdown of Match by Cost Category: \$143 (Salary/Fringe)		

IX. Deliverables

- Sub-agreement with YCSWCD, semi-annual progress reports, final project report, NPS site tracker (Task 1)
- NPS Site Reports for each NPS site (Task 3)

- Two press releases, pet waste signs and brochure, workshop summary (Task 4)
- Water quality data in MS excel or similar electronic format, SAPs (Task 5)
- Pollutants Controlled Reports each year until project completion (Task 6)

An electronic copy of each deliverable will be provided to the DEP Contract Administrator (AA). Each deliverable will be labeled according to procedures described in DEP document *Nonpoint Source Grant Administrative Guidelines*, <http://www.maine.gov/dep/water/grants/319-documents/2016GrantAdminGuidelinesFinal2.docx>.

X. Project Coordinator

Name	Matthew E. Hill, P.E., Public Works Director
Organization	City of Sanford
Mailing Address	919 Main Street, Sanford, ME 04073
Telephone Number	(207) 324-9135
Email Address	mehill@sanfordmaine.org

XI. Project Budget

Federal Funds:	\$61,870
Non-Federal Match:	\$81,185
Proposed Total Cost:	\$143,055

Part 1. Estimated Personnel Expenses: (Applicant staff only)

Position Name & Title	Hourly Rate	Number of Hours	Salary & Fringe	Total Applicant Personnel Expenses
Matthew E. Hill, P.E., Public Works Director	\$71.47	76	\$5,432	\$5,432
Matthew Provencher, Assistant City Engineer	\$54.13	8	\$433	\$433
Beth DellaValle, City Planner	\$59.95	8	\$479	\$479
Totals		92	\$6,344	\$6,344

Part 2. Budget Estimates by Cost Category

Cost Category	Federal Funds (CWA 319)	Non-Federal Match	Total Cost
Salary & Fringe (from Part 1)		\$6,344	\$6,344
Subgrant (YCSWCD)	\$24,200		\$24,200
Donated Services – Labor		\$4,805	\$4,805
Construction	\$23,000	\$70,000	\$93,000
Travel	\$120	\$36	\$156
Supplies	\$550		\$550
Consultant	\$14,000		\$14,000
Totals	\$61,870	\$81,185	\$143,055

Part 2 Notes - Include the following, as needed:

Subgrant – YCSWCD Project Manager, 264 hours at \$75/hr, Project Assistant, 110 hours @ \$40/hr

Contractual – Fluvial Geomorphologist, 88 hours at \$159/hr

Donated Services-Labor – Volunteers 130 hours @ \$25.56/hr, Sanford Sewer District 30 hours @ \$50/hr

Travel – YCSWCD 267 miles @ \$0.45/mi, Match 80 miles @ \$0.45/mi


Supplies – \$250 for signs, \$300 Printing

Other – N/A

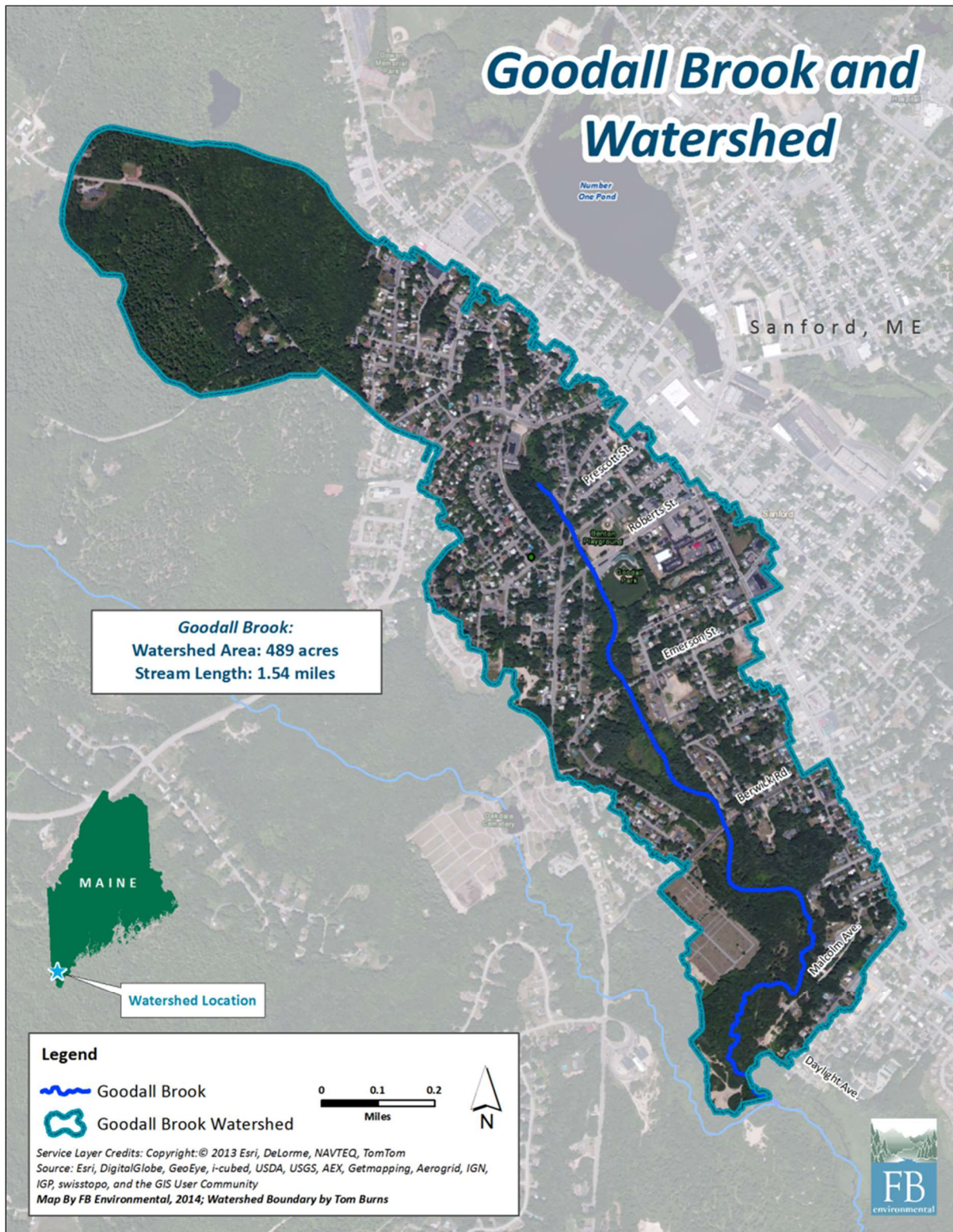
Part 3. Sources of Non-federal Match and Estimated Amounts

Sources of Non-federal Match	Amount
City of Sanford in-kind and cash match	\$75,911
Sanford Sewerage District in-kind	\$1,482
Volunteer in-kind	\$3,323
Travel	\$36
Total	\$80,752

XII. Candidate NPS Sites List

NPS Site Name & Location	Describe the NPS Site & Conditions at the Site Causing Polluted Runoff to Reach Surface Waters	BMPs Recommended	Construction Cost Estimates: Grant, Match, Total	Site Photo or Design
NPS Site Name: Twombly Road TBF Level of Impact: Medium Location: Twombly Road, Sanford	Located within Sanford's Industrial Park, this existing detention pond that was installed in the 80's has become overwhelmed with vegetation and accumulated sediment and no longer provides sufficient stormwater filtration to the 9.10 acres of impervious surface it treats.	A tree box filter will be installed to pre-treat and filter stormwater from impervious surface.	Grant: \$0 Match: \$50,143 Total: \$50,143	
NPS Site Name: Seneca Ave In-Stream Habitat Restoration Level of Impact: High Location: 5, 7, 9, & 11 Seneca Ave, Sanford	Goodall Brook has been artificially channelized, creating a slow-flow uniform habitat unsuitable for meeting aquatic life use standards.	A series of woody debris constrictor structures will be installed to improve flow complexities and improve in-stream habitat.	Grant: \$37,000 Match: \$21,001 Total: \$58,001	

SECTION XIII: LOCATION MAP



RFA # 202203023

Grants for Nonpoint Source Pollution Control Projects: Watershed-based Implementation

PROGRESS IMPLEMENTING WATERSHED-BASED PLAN

Key Actions in Watershed-based Plan	WBP Page #	A. List activities completed to date to implement the key action(s); and B. List proposed work to be completed under this application corresponding to the action.
Build Community Awareness	33	<p>A. Volunteers have been engaged in the restoration effort through participation in storm drain stenciling, removal of invasive vegetation, the water quality monitoring program, and stream cleanups through Phases I & II. The community is also kept aware via press releases</p> <p>B. In Phase III, volunteers will continue to be involved with water quality monitoring and stream clean ups. Awareness will also be raised through the continuation of regular press releases, a lawn care workshop, and community pet waste outreach.</p>
Improve stream habitat, Install logs and habitat structures to narrow stream channel, create pockets of stream velocity and habitat and improve DO	31-32	<p>A. A Woody Debris installation of three hemlock root wads and attached trunks within the bank of Goodall Brook was performed in Phase 1. Two additional in-stream habitat restoration projects were completed in Phase II.</p> <p>B. In Phase III it is proposed to install additional woody debris root wad constrictor structures to improve in-stream habitat</p>
Conduct stream cleanups to remove trash and identify problems (e.g., pet waste disposal areas)	33	<p>A. A cleanup was held during Phase II to clean up sites of in-stream habitat restoration</p> <p>B. Annual cleanups will be held during Phase III to address a larger area of the watershed</p>

Key Actions in Watershed-based Plan	WBP Page #	A. List activities completed to date to implement the key action(s); and B. List proposed work to be completed under this application corresponding to the action.
Form a Goodall Brook committee to guide plan implementation and conduct regular meetings.	33	A. A Goodall Brook Steering Committee was formed and met regularly throughout Phases I & II of implementation B. The Goodall Brook Steering Committee will continue regular meetings in Phase III
Conduct water quality and BMP monitoring to assess stream conditions and project success	33	A. Water quality monitoring was conducted at least 3 times annually in Phases I & II with support from the Sanford Sewer District and Sanford High School B. Annual monitoring will continue in Phase III, with the addition of a macroinvertebrate assessment to evaluate in-stream habitat improvements
Install signage at popular dog walking areas to encourage pet waste cleanup.	32	A. Not Applicable B. Educational pet waste signs will be installed as part of the Phase III project

Memo



Number:

To: City Council

From: Brady Lloyd, Parks & Recreation

Date: 2022-09-20 18:00:00

Subject: Ordered, to review the proposed rental fees for Memorial Gym.

RECOMMENDATION

Review the proposed rental fees for Memorial Gym.

Background Information:

City Council voted to accept Memorial Gym from the School Department on 9/6/2022. Attached are the proposed rental fees for the space inside Memorial Gym. These rates are for the time being and will be evaluated on an as needed basis. I have compared prices from two different communities that got back to me, who have community centers - Lewiston and South Portland. I also based this off of the updated parks/facility rental fee structure. I believe this will be a work in progress, but is a start so we can get people/groups in the facility. The rental rates will be honored if fee changes after a reservation is approved.

Legal Review Status:

N/A

Sub-Committee or Board Recommendation:

The Municipal Operations and Property Subcommittee reviewed this on 9/13/2022 and moved onto City Council for vote.

Administrative or Departmental Review :

The Parks and Recreation Department would like City Council to accept the proposed rental fees.

Financial Impact or Review:

The rental fees will allow the City to help offset the operating costs of Memorial Gym.

ATTACHMENTS

- [Memorial Gym Proposed Rental Fees.pdf](#)
- [Rental Costs in Sanford 2022 Lg Gathering Rooms.docx.pdf](#)

- [Lewiston Armory Fee Schedule.pdf](#)
- [SoPo Community Center Fee Schedule.pdf](#)

Memorial Gym Rental Fees

Space	Cost Per-Hour Resident/Non-Resident
Full Gym	\$60/\$100
Half Gym	\$40/\$70
Cafeteria	\$50/\$75
Stage	\$40/\$70
Outside Cafeteria/Concessions	\$40/\$70
Multipurpose Outside Cafeteria	\$40/\$70
Multipurpose 1 Above Lobby	\$25/\$40
Multipurpose 2 Above Lobby	\$25/\$40

*These rental costs will be honored if the rental cost changes after a reservation has been accepted.

Rental Costs in Sanford 2022 for Large Gathering Rooms

Sanford/Sprinvale Fish and Game – smaller venue approx. 50-75 – cost was \$125/day. stopped renting for covid

Nasson Community Ctr – 8 hour day \$750 (additional cost for set up and break down if requested) Trash fee is \$25/occurrence. Large venue approx. 400. No Longer available for special events. No chairs or tables on gym floor.

Sanford Armory - \$475 for auditorium 5850 sq ft. Medium venue approx. 300. Additional charge for tables and chairs if needed.

Sanford Elks \$350 for 4 hours and \$75 for bar tender

Curtis Lake \$500 up to 4 hours. Additional hours \$100. 1 staff is included in that fee. Medium venue

Pastor Bell – 324-7737 Calvary Baptist Church – Large venue. Did not receive response.

FACILITY USE POLICY

ARTICLE I. USE OF CITY OWNED FACILITIES

Application must be signed and returned no later than thirty (30) business days prior to the date of the event and a \$50 non-refundable application processing fee must accompany the application except where exempted elsewhere in this policy.

This Policy is designed to govern the use of City-owned facilities by other individuals, groups, and/or organizations that are not directly associated with the City of Lewiston. The Policy governs all city owned property, even if such property is not specifically listed within the Policy.

The following rules and regulations have been adopted with the intent to better serve those who have occasion to use the facilities while protecting the public's interest.

Section 1 - Definitions

Public Use Facility: Any City-owned property that has been designated by policy to be available for use by individuals, groups, or other organizations that are not directly associated with the City of Lewiston, Maine.

Facility:	Any City-owned property
Office:	<ol style="list-style-type: none">1. Recreation Superintendent or designee when referring to use of the Armory.2. Library Director or designee when referring to use of the Library or Hartley Center.3. City Administrator or designee when referring to Amphitheater or Kennedy Park Gazebo use.
Amphitheater:	Facility area designated by application rules within the area of Simard Payne Police Memorial Park
Armory:	City of Lewiston Memorial Armory
Gazebo:	Located in Kennedy Park
Hartley Center:	Marsden Hartley Cultural Center
Library:	Lewiston Public Library
Committee:	Facilities Use Review Committee

Section 2 - Definition of Facility Use

The City, by this Policy, defines the following facilities as public use facilities, subject to the

FACILITY USE POLICY

regulations, restrictions and other requirements that are established.

- A. The Memorial Armory, 65 Central Avenue
- B. Certain athletic and public parks, subject to the other policies and ordinances that have been, or may in the future, be adopted to govern those specific locations.
 - 1. Chapter 54 of the City Code of Ordinances regarding Public Park usage.
 - 2. City Policy Manual, Policy Number 3, regarding use of the Athletic Fields.
- C. Lewiston Public Library and Marsden Hartley Cultural Center, 200 Lisbon Street
- D. Simard Payne Police Memorial Park Amphitheater
- E. Kennedy Park Gazebo
- F. Licensee: Organization/individual that has been authorized by the City to utilize any of the facilities covered by this policy.

Unless otherwise listed above, all other City-owned facilities are not available, and henceforth defined as public use facilities. However, on occasion, such properties may be used for private purposes, subject to Section 11 of this Policy.

Section 3 - Application Process

All individuals and/or organizations desiring to use a City-owned facility must complete an application for use.

All inquiries concerning the Armory should be directed to the attention of the Recreation Office, Memorial Armory, 65 Central Avenue, Lewiston, Maine 04240, Tel.: 513-3005. All inquiries concerning the Library or the Hartley Center should be directed to the attention of the Library Director, Lewiston Public Library, 200 Lisbon Street, Lewiston, Maine 04240, Tel: 513-3004.

All inquiries concerning the Amphitheater or Gazebo should be directed to the attention of the City Administrator, 27 Pine Street, Lewiston, Maine 04240, Tel.: 513-3121.

All applications for the use of a facility shall be submitted to the applicable office for review. The applicable office shall respond within ten (10) business days of receipt of a completed application either:

- A. Approve it;
- B. Conditionally approve it; (See Section 6c)
- C. Disapprove it; or
- D. Refer it to the Facilities Use Review Committee for further review.

The applicable office shall then notify an applicant of the disposition of the application.

If it is determined that an application requests a use which is appropriate for review by additional City officials, approval must be obtained from the Facilities Use Review Committee.

FACILITY USE POLICY

Section 4 - Facilities Use Review Committee

A. Purpose and Organization

Since the all referenced locations in this policy are public facilities, the City of Lewiston is concerned that they be used for proper purposes and in a manner consistent with the public interest. The applicable office may forward an application to the Committee for further review. The Committee shall be comprised of the following City staff members or their representatives.

1. City Clerk or designee
2. Police Chief or designee
3. Fire Chief or designee
4. Director of Public Works or designee
5. City Administrator or designee

B. When Use Application Referred to Committee

Proposed uses for which the applicable office may require approval by the Committee include, but are not limited to:

1. Entertainment events (i.e. concerts, live performances, circuses);
2. Events which require a state or municipal license or permit;
3. Events which impose age restrictions for admission;
4. Events to which the general public is invited;
5. Events or organizations which request free use of the facility.

C. Action on Application

If an application is forwarded to the Committee for approval, the Committee shall, within five (5) business days, either approve, conditionally approve, or disapprove it. The Committee shall report its decision to the applicable office who shall then inform the applicant.

Section 5 - Criteria for Approval of Use Applications

- A. In approving any application which comes before the Committee or the applicable office, the following may be considered:

1. Time of day event is to be held;
2. Number of days event is to be held;
3. Number of people expected to attend;
4. Age of people admitted or expected to attend;
5. Whether liquor is to be available at the event;
6. Purpose of event (i.e. fund raising, profit making, etc.);
7. Whether the event is appropriate for a publicly-owned and managed facility;
8. Whether the use may disturb the peace or cause excessive traffic congestion;
9. Whether the use is likely to burden the fire or police departments or present safety

FACILITY USE POLICY

hazards;

10. Whether the use may adversely affect the facility or neighboring property.

B. The primary use of Callahan Hall at the Lewiston Public Library is for City and Library sponsored programs that fit the following purposes:

1. Cultural and arts events.
2. Programs which celebrate ethnic diversity and promote inter-cultural communication.
3. Educational programs, lectures, workshops and seminars.

All applications for the use of Callahan Hall must fit under one of the three purposes above. In order to assure the availability of Callahan Hall for its primary uses, no application may be made more than 60 days in advance of such use.

C. The primary use for the Amphitheater shall be for the following purposes:

1. Cultural and arts events.
2. Programs which celebrate ethnic diversity and promote inter-cultural communication.
3. Government sponsored/funded educational programs, lectures, workshops and seminars.

All applications for the use of the Amphitheater must fit under one of the three purposes above. The City Administrator shall be authorized to waive these provisions on a case-by-case basis or in those instances where its use coincides with a City sponsored/hosted event.

D. The primary use for the Gazebo shall be for the following purposes:

1. Any private or public event which does not pose a public safety threat and/or may result in the physical damage to the structure or surrounding grounds.

Section 6 - Conditional Approval

Should an application be conditionally approved, the following conditions may be imposed:

- A. A requirement that the applicant provide adequate security for the event (depending on type of event, number of people expected, etc.);
- B. A requirement that the applicant post a security deposit in case of damage to City property or costs are incurred by the City as a result of breach of the agreement;
- C. A requirement that the applicant post a fee to defray additional public costs which include, but are not limited to:
 1. Police - traffic direction or protection;

FACILITY USE POLICY

2. Municipal inspection of special electrical equipment needed for events;
 3. Cleaning - events which result in excessive debris from event or attendees;
 4. Electrical - events which result in excessive use of electrical power.
- D. A requirement that the applicant provide insurance pursuant to Section 9 of this policy.

Licensees will be required to sign a Facility Use Fee Agreement which sets forth all costs involved, prior to final approval.

Section 7 - Licensee Privileges and Responsibilities

- A. In accordance with all facility use rules, the licensee may be allowed, with approval of the applicable office, access to the facility for the purpose of setting up decorations, installing booths and other equipment (during normal operating hours). The licensee may be allowed, with approval of the applicable office, access to the facility on the forenoon next following the rental date for the purpose of removing decorations, booths, and so forth, provided that the facility is not booked or occupied for said time.
- B. Any licensee requiring additional electrical hookup in the facility will obtain the services of a qualified electrician in order that all such electrical work will meet the City of Lewiston code requirements. Additional information concerning electrical work to be done may be obtained by contacting the City of Lewiston Director of Code Enforcement or his representative.
- C. No licensee shall be allowed to store any equipment, paraphernalia, or other items in the facility without prior permission from the applicable office.
- D. No animals will be kept in the facility overnight.
- E. Nothing shall be nailed, screwed, fastened, or otherwise attached to the walls, ceilings, or floor surfaces.
- F. Smoking is not allowed within the area defined as the “Amphitheater”, “Gazebo”, Memorial Armory and Library facilities. It shall be the responsibility of the licensee to monitor and enforce these regulations.
- G. If the licensee plans to handle food of any kind for any reason when utilizing the facilities, it is its responsibility to contact the Lewiston City Clerk's Office at City Hall to obtain the proper permit(s). This permit must be displayed in a prominent place in the facility during the event or program. Licensee must provide a copy of the permit to the applicable office prior to the event.
- H. The licensee shall be responsible for all other licenses, permits, and/or approvals required by the State of Maine and the City of Lewiston. Failure to obtain said

FACILITY USE POLICY

licenses and permits may be just cause for cancellation of the event or program and withholding of any deposits or fees collected by the City of Lewiston. Licensee must provide a copy of all licenses/permits to the applicable office prior to the event.

Section 8 - City Requirements and Responsibilities

- A. Tentative holds on dates will be allowed for only a period of seven (7) calendar days. After this period has expired, the tentative hold may be canceled at any time.
- B. No refund shall be made upon cancellation of any booking unless such cancellation is made at least thirty (30) days prior to the scheduled event.
- C. The applicable office shall inform both the Police Chief and the Fire Chief in writing of all major scheduled events following the signing of a contract.
- D. It shall be the responsibility of the Chief of Police and Chief of Fire, in cooperation with the applicable office, to determine how many police officers and fire guards and what, if any, additional private security will be required for the scheduled event. Certain events will require the services of a representative of the Fire Marshall's Office. The determination shall be made by the person or persons acting on the application, and the fee for this service shall be the responsibility of the licensee.
- E. Public dances, primarily for high school students, or other such events will not operate beyond 10:30 p.m. without special permission from the applicable office.
- F. Similar type competitive events will not be allowed within seven (7) days of a contracted booking. The decision as to whether or not an event is considered to be a competitive event shall be made by the applicable office.
- G. The applicable office may waive any provisions or requirements of this policy, except for fees, with prior approval of the City Administrator's Office or the Facility Use Review Committee.

Section 9 - Liability

- A. The licensee shall be liable for any damages to the facility or to any contents owned by the City during the period of use, whether such damage is caused by licensee or its agents, servants or employees, or by any invitees, licensees, or trespassers.
- B. The City of Lewiston shall not be liable for any damage or loss to any property of the licensee from any cause whatsoever while said property is located on the premises for storage purposes or otherwise.
- C. The licensee agrees to defend, indemnify, and hold harmless the City of Lewiston, its departments and their representatives, officers, agents or employees from and against all claims of any nature whatsoever for damages, including damages or loss to

FACILITY USE POLICY

personal property, personal injuries and death resulting there from the licensee's use of the Amphitheater, Lewiston Memorial Armory, Library or other facility covered in this policy. However, nothing contained herein shall be construed as rendering the licensee liable for acts of the City of Lewiston, its departments, or their agents or employees.

- D. The applicable office or the Committee is authorized to require that the licensee file a certificate of insurance with the City. When requested to do so, the licensee shall provide comprehensive general liability insurance with minimum limits of liability of \$1,000,000 combined single limit for each occurrence. The City shall be named additionally insured under the policy. Additional coverage may be requested when deemed necessary.

Section 10 - General Use

The general use fee (See Sec. 12) covers applicable facility services such as "house" lights, heat, electricity, water, lobby areas, concession, ticket booths, stage, balcony and gymnasium. (See below)

- A. The fee does **not** include the setting up or knocking down of chairs, bleachers, tables, booths, ramps, staging, lighting, etc. The arrangement, performance, and costs of these services shall be sole responsibility of the licensee.
- B. Additional custodial and cleaning services shall be charged to the licensee for any applicable overtime required, as determined by the applicable office, by regular custodial staff at the rate which will cover the cost of overtime salaries including fringe benefits and administration. This charge shall cover all hours which the custodial staff is required to be on duty, including hours worked prior, during, and after the event.
- C. The facility must be left in the same condition it was when the licensee took occupancy. Floors and/or ground area must be clear of all chairs, tables, booths, decorations, debris, etc., by noon of the day following the event. If the day following is a Sunday, arrangements must be made to have staff on duty. If additional personnel are needed to clean up after an event, in order to prepare the building for the next day's use, the licensee will be responsible for the extra cost involved. The need for additional cleaning personnel will be left to the discretion of the applicable office.
- D. None of the services and equipment described in this policy are available for non-City use and/or rental outside of the Memorial Armory, Library or other City property and/or facilities.

FACILITY USE POLICY

Section 11 - Special Exceptions to Use Other Facilities

Upon application to the City Administrator's Office, the City Council by specific vote, may allow other individuals and/or organizations to utilize other City-owned facilities on a case by case basis, subject to the following:

- A. City Administrator's Endorsement: The City Administrator's Office shall endorse the request.
- B. Consistent with Policy: The applicant must follow all other sections of this policy, except that which has been specifically exempted by the City Council.
- C. Additional Restrictions: The City Council may place any additional restrictions that are deemed appropriate as a condition of approval, for requests that would be considered exceptions to the Policy.

This section is specifically designed to address such events as the various festivals, special events, and other types of requests that are deemed to have broad public benefit to the inhabitants of the City of Lewiston. It is not intended to allow private individuals and/or organizations the opportunity to use such public property not otherwise available for functions that do not meet the requirement of broad public benefit.

Locations that receive approval to be used by others, consistent with this section, does not change the designations established by Section 2 of this Policy.

Section 12 - Fee Policy

- A. For the purposes of this policy, the following user classifications have been developed:

CLASSIFICATION DEFINITIONS

GROUP	DEFINITION
Commercial (Revenue Producing) A	Defined as any type of commercial event where admission is charged, donation accepted, sales made, or other income derived.
Commercial (Non-revenue Producing) B	Defined as any type of commercial event where no admission is charged or donation accepted, nor any sales made, nor other income derived.

FACILITY USE POLICY

Non-Profit (Revenue Producing)
A

Defined as church groups, civic groups, political organizations, fraternal groups, social organizations, conventions, or any other non-profit groups or activities sponsored by such groups where admission is charged, donations accepted, sales made, or other income derived.

Non-Profit (Non-revenue Producing)
B

Defined same as non-profit (revenue producing), except that no admission is charged or donation accepted, nor any sales made, nor any other income derived.

Exempt (Lewiston Non-Profit)
*\$50 non-refundable application fee will not be waived.

Defined as non-profit groups or organizations located in the City of Lewiston (and not classified as non-profit revenue), also the governments of the State of Maine and United States, their departments, agencies or committees when the nature of the meeting does not meet the standards of exempt classification.

Exempt (Government)
*\$50 non-refundable application fee will be waived

Defined as the governments of the State of Maine and the United States and their departments, agencies, committees, or officials when the meeting is open to the public and on topic of interest to the residents of Lewiston and the City of Lewiston for any purpose.

- B. Determination of which classification an applicant is charged fees shall be made by the Director based on information furnished, in writing, by the applicant.
- C. Applications must be signed and returned no later than thirty (30) business days prior to the date of the event and a \$50 non-refundable application processing fee must accompany the application. Upon approval, a licensee must sign a Use Agreement, pay the total use fee (no personal checks), and satisfy all other conditions within fifteen (15) business days of the date of the Use Agreement.
- D. Should an applicant fail to comply in any material aspect with the terms of the application or Use Agreement, the applicable office may immediately terminate said agreement. In that event, the applicant shall not be entitled to the use of the facility or the refund of any fees paid in connection with the application.
- E. Organizations that wish to hold an event in either the Memorial Armory, Amphitheater, or Library to which the general public is invited; where the event is consistent with the use restrictions stated in the policy; and as it applies to the

FACILITY USE POLICY

Armory, Library and Amphitheater, where there is to be no solicitation/recruitment of any kind, admission fee charged, donations accepted, or other income derived, must fill out the applicable facility form and request a waiver of all or a portion of fees. The applicable office shall direct such requests to the City Administrator for his/her review. Allocation of the facilities for free use will be approved or rejected by the City Administrator or may be referred to the Facilities Use Review Committee for further investigation.

F. Organizations that wish to reserve the Gazebo must fill out the application facility form and must also complete the waiver section to request the waiver of all or a portion of applicable fees. In the event that the waiver section is completed, the Deputy City Administrator shall direct such requests to the City Administrator for review. Allocation of the facilities for free use will be approved or rejected by the City Administrator or may be referred to the Facilities Use Review Committee for further investigation.

G. Rental Rate Schedule (See Appendix A Attached)

Section 13 - Copyright

Licensee assumes full responsibility for any copyright infringements, charges, or royalties that may occur on account of activities at the facility pursuant to this Agreement. Licensee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their legal representatives and agrees to indemnify and hold the City harmless from any and all claims, losses or expenses incurred with regard thereto, including legal fees. Licensee, upon request, shall provide the City with written proof prior to the start time of rental that all copyright provisions and laws have been satisfied by Licensee or some other party. The City reserves the rights to contact owners of copyrights to inform them of the impending event and to inquire whether appropriate copyright(s) fees have been paid. If these fees have not been paid and the City is informed of a claim which could or will result from the event contemplated by Licensee in this Agreement, then the City or the City Contractor shall have the right to withhold from the box office receipts a sum of money sufficient to satisfy any such claims and shall have the right to pay such amount to the holder(s) of the copyright(s).

ARTICLE II. CITY BUILDINGS

Section 14 – Prohibited Uses

The use, possession or storage of hoverboards and other similar electronic or powered devices is prohibited in any city owned buildings. The use of other similar wheeled devices such as inline skates, roller skates, skate boards and the like, is prohibited in any city owned buildings. If these devices are in use as part of an official city-approved event, their use is permitted.

APPENDIX A RENTAL RATE SCHEDULE

Facility**	Facility Room	Commercial* (Revenue)	Commercial* or private use (Non Revenue)	All* Non-Profit (Revenue)	Other* Non-Profit (Non Revenue)	Exempt* (Lewiston NP, Govt)
ARMORY	Gymnasium	DAY 1 st \$ 465.00 2 nd 345.00 3 rd 290.00 Hour 60.00 Up to 3 hrs	DAY 1 st \$ 345.00 2 nd 290.00 3 rd 230.00 Hour 60.00	DAY 1 st \$ 230.00 2 nd 205.00 3 rd 175.00 Hour 25.00	DAY 1 st \$ 175.00 2 nd 145.00 3 rd 115.00 Hour 25.00	N/C N/C N/C N/C
	Meeting Rooms (2 - 4)	60.00	45.00	35.00	25.00	N/C
	Activity Room 1	145.00	115.00	90.00	60.00	N/C
	Seniors Room	115.00	90.00	60.00	45.00	N/C
LIBRARY	Callahan Hall	Day: 465.00 Hour: 60.00 Up to 3 hours	Day: 345.00 Hour: 60.00 Up to 3 hours	Day: 230.00 Hour: 25.00 Up to 3 hours	Day: 175.00 Hour: 25.00 Up to 3 hours	N/C Lewiston City Govt. sponsored/hosted events only
	Computer Lab	315.00	210.00	210.00	160.00	N/C
	Jeanne Couture Room	65.00	55.00	35.00	30.00	N/C
	Conference Room	65.00	55.00	35.00	30.00	N/C
AMPITHEATER Only	7AM – 9PM	Hour – 60.00	Hour – 60.00	Hour – 25.00	Hour – 25.00	N/C Lewiston City Govt. sponsored/hosted events only
GAZEBO Only	8AM – 9PM	*N/C	*N/C	*N/C	*N/C	*N/C

***Exempting fees for any NP (non-profit) will require that the use of the facility comply with this policy. For all NP's, "N/C" (no charge) will only apply during normal operating hours. Exempting "Gazebo Only" fees for all for-profit, non-profits and individuals, as stated in the above table for "Gazebo Only", shall apply if the user complies with use conditions stated in this policy and any applicable park rules. City will reserve the right to include custodial, maintenance or other applicable fees in addition to those charged fees or exempted fees stated above.**

****City will reserve the right to assess supplement charges when needed (turf damage, electricity use, PD security, etc.).**

Additional Fees and Charges for Armory and Callahan Hall:

Public Address System	\$ 50.00 per session
Tables	\$ 5.00 each
Library after Hours Staff	\$40.00 per hour or part thereof

APPENDIX A
RENTAL RATE SCHEDULE

Additional Fees and Charges for Armory:

Chairs	(0 - 25)	N/C
	(26 - 50)	\$ 20
	(51 - 100)	\$ 35
	(101 - 150)	\$ 45
	(151 - 250)	\$ 65
	(251+)	\$100
Floor Cover & Tape	\$225.00	

South Portland Community Center Fee Schedule

(21 Nelson Road, South Portland)

Space	Resident Hourly Rate	Non-Resident Hourly Rate
Aerobic Room	\$30.00	\$50.00
Art Room	\$30.00	\$50.00
Conference Room	\$0	\$20.00
Gym (half)	\$45.00	\$75.00
Gym (Full)	\$65.00	\$105.00
Multiple Purpose Room	\$40.00	\$60.00
Senior Wing	\$45.00	\$65.00
Senior Wing w/kitchen	\$65.00	\$80.00

Aerobic Room - Normally used for small group activities (maximum 15 people). Tap shoes, shoes with heels, or footwear that could cause damage to the floor is prohibited. Room is a good space for activities such as yoga, ballet, or other forms of dance.

Art Room – ideal for small birthday parties or gathering of 20 people or less.

Conference Room – ideal for meetings of 15 people or less.

Gym - Normally used for indoor athletic practices, games, and events (Basketball, Volleyball, etc.). Non-marking, gym appropriate footwear to be worn by all participants. Food and drink prohibited in the gym. Due to the nature of the structure, baseball and softball practices, and events involving vehicles or animals are prohibited.

Multiple Purpose Room – Normally used for exercise classes and occasional meetings of up to 30 people. This room has a rubberized floor for exercise classes, so food & drink are prohibited. There is no AV set in this room

Senior Wing – Normally used for larger events.

Maximum Capacity Theater Style – 200

Maximum Capacity Classroom Style (Tables with Chairs on both sides of table) – 120

Maximum Capacity Banquet Style (tables/ chairs + Food Service tables) - 100

Pool Fee Schedule

Space	Resident Hourly Rate	Non-Resident Hourly Rate
Pool 1 – 24 Swimmers	\$70.00	\$90.00
Pool 25 – 49 Swimmers	\$80.00	\$100.00
Pool 50 + Swimmers	\$90.00	\$110.00
Party Room Fee	\$30.00	\$40.00



Redbank Community Center Fee Schedule

(95 MacArthur Circle West, South Portland)

Space	Resident Hourly Rate	Non-Resident Hourly Rate
Gym (half)	\$30.00	\$50.00
Gym (Full)	\$50.00	\$90.00
Activity Room	\$20.00	\$35.00
Pavillion (No electricity)	\$20.00	\$35.00
Pavillion (w/electricity)	\$30.00	\$45.00

Gym - Normally used for indoor athletic practices, games, and events (Basketball, Volleyball, etc.) Only resident sports teams may rent for practice. Non-Resident's may rent for large events only. Large event rentals are at the discretion of the Director. Non-marking, gym appropriate footwear to be worn by all participants. Half of the gym is appropriate for 1 team basketball practice. Due to the nature of the structure, events involving vehicles or animals are prohibited.

Activity Room - Normally used for group meetings, light exercise classes, team parties, and private parties of 20 or less. Tables and chairs are available. Tape on the walls, doors, or windows, to hang decorations, is prohibited.

Pavillion- our park is equipped with 6 picnic tables that will accommodate up to 40 people comfortably. Perfect for outdoor parties and small meetings or gatherings. Electricity available for additional cost.



Outdoor Athletic Facility Fee Schedule

Activity	Softball Field	Baseball Field	Multi-Purpose Field Soccer/Field Hockey Lacrosse/Frisbee/Hurling
100% Resident (2 Hour Block)	\$0	\$0	\$0
75%-99% Resident (2 Hour Block)	\$50	\$50	\$40 per field or \$125 per Quad
<75% Resident (2 Hour Block)	\$100	\$125	\$75 per Field or \$175 per Quad
Tournaments per day rate	\$450 per field (3 to 5 games)	\$500 per field (3 to 4 games)	\$550 per quad (3 – 7 games)
League (3 – 10 weeks)	25% off	25% off	25% off

Tennis Court Rental Rates

Length of Time	Number of Courts	Rate
Event 3 hours or less	Max 3 Courts	\$75.00
Event 3-6 hours	Max 3 Courts	\$125.00
Event 6-8 hours	Max 3 Courts	\$175.00
Event lasting 2 full days	TBD – needs Director Approval	\$275.00

Available Courts:

- * South Portland High School Tennis Courts (7 total courts)
- * Small School Elementary Courts (2 total courts)



Parks Fee Schedule

Facility	Resident Hourly Rate	Non-Resident Hourly Rate
Bug Light Park	\$25.00	\$50.00
Willard Beach/ Fisherman's Point	\$25.00	\$50.00
Mill Creek Park	\$25.00	\$50.00
Mill Creek Park Gazebo	\$50.00	\$75.00
Wilkinson Park (with Shelter)	\$50.00	\$75.00
Wilkinson Park (no Shelter)	\$25.00	\$50.00
Thomas Knight Park	\$25.00	\$50.00
Add Electricity to any Facility Use	\$25.00	\$50.00

Overview of City Parks Available for Rent

Bug Light Park - Open space for large classes or programs. Ideal for weddings, yoga, family programs, for small to mid-size group gatherings. Electricity available on west end of park only for extra charge. Portable bathrooms available May- Oct.

Mill Creek Park - Open space and Gazebo located on Ocean Street. Great for small group gatherings, including wedding ceremonies. Electricity is available in Gazebo for an additional charge. Portable bathroom available from May- August.

Willard Beach/Fisherman's Point: Beach on Willow Street ideal for early morning or sunset yoga, tai chi class or small gatherings. Fisherman's Point is a great place for small wedding ceremonies. Parking is limited. No electricity available. Bathrooms available Memorial Day- Labor Day during daytime hours (9:00 AM- 5:00 PM).

Wilkinson Park - Little league field located in Sunset Park. Ideal for family gatherings or birthday parties. Electricity available in pavilion for additional charge.

Thomas Knight Park - located on the East end of Knightville, TKP is a great place for small groups where seeking a quiet space. No electricity available.

Updated August 2021

Memo



Number:

To: City Council

From: Brady Lloyd, Parks & Recreation

Date: 2022-09-20 18:00:00

Subject: Ordered, to authorize the Parks and Recreation Director to enter into an MOU on behalf of the City of Sanford with the Three Rivers Land Trust and the Native Plant Trust, and to authorize the Trails Committee to spend up to \$4,167 out of the Trails CIP towards the local match of a grant in collaboration with said partners to build a public access trail.

RECOMMENDATION

Authorize the Parks and Recreation Director to enter into an MOU on behalf of the City of Sanford with the Three Rivers Land Trust and the Native Plant Trust and allow the Trails Committee to spend up to \$4,167 out of the Trails CIP toward the local match of a grant in collaboration with the Three Rivers Land Trust and the Native Plant Trust to build a public access trail.

Background Information:

The proposal is to develop a new trail from the Sanford Community Forest on Oak Street (owned by the Three Rivers Land Trust), across Route 11A, through two private pieces of property via public access easements to connect with the existing trail to the Rhododendron Sanctuary. This will create a safer, more accessible route to view and appreciate the unique natural area that is the sanctuary. The existing trail is problematic because of restricted parking at the trailhead to enter it. The exact route of the trail will be laid out by a professional trail designer and would roughly follow the boundary between 490 and 498 Oak Street. The Three Rivers Land Trust will be responsible for negotiating permanent public recreational access easements with the two property owners. The project is an agreement between the Three Rivers Land Trust, the Native Plant Trust that controls the sanctuary, and the Sanford Trails Committee. Each organization will contribute \$4,167 for matching but the bulk of the money for the project will come from a grant. The three organizations will also share maintenance responsibilities. The trail will be for non-motorized use.

Legal Review Status:

N/A

Sub-Committee or Board Recommendation:

The Municipal Operations and Property Subcommittee reviewed this on 9/13/2022 and moved onto City Council for a vote. The attached Draft MOU still needs updating. The MOU will be changed to include the City of Sanford entering the MOU

with the other parties, rather than the Trails Committee. The MOU has been sent to the City attorney for review.

Administrative or Departmental Review :

Financial Impact or Review:

\$4,167 will come from the Trails CIP. The other organizations will also put up this amount of money. This will total the local match of \$12,500 needed to go towards the grant. We hope that the grant will total around \$62,500 (\$12,500 from the local match and \$50,000 from the Grant).

ATTACHMENTS

- [Draft MOU - 3 Rivers & Native Plant Trust \(Edited\).pdf](#)
- [Rhododendron Trail Maps.pdf](#)

This memorandum of understanding between Three Rivers Land Trust, City of Sanford and Native Plant Trust covers the construction and maintenance of a trail connecting Sanford Community Forest and Harvey Butler Rhododendron Sanctuary in Sanford, ME

Purpose: The trail would be built to create a safer, more accessible route to view and appreciate the unique natural area that is the Harvey Butler Rhododendron Sanctuary and to provide a non-motorized trail linkage between conservation areas.

Usage: The trail would be built for non-motorized trail users, such as walkers, mountain bikers, and potentially in the future, wheelchair users. A gate would be installed near the trail head on Oak Street that would allow passage by walkers, cyclists and wheelchair users, but would prohibit access by ATVs and snowmobiles.

Trail specifications: The trail would be built within a cleared corridor 10' wide with a treadway of 5'. Cutting trees shall be minimized. Side-slope and running grades would be compliant with ADA access standards. Roots and rocks shall be removed to allow 12" of aggregate material, a combination of base material and finish gravel of ¾" minus.

Trail route: The exact route would be laid out by a professional trail designer in coordination with a boundary survey and in keeping with the trail specifications. In general, trail would begin at Oak Street and would follow the boundary line between 490 Oak Street (R8-46B) and 498 Oak Street (R8-49). At the back edge of those properties, the trail would cross R8-49A, R8-49A, R8-45A and R8-49. The trail would end at an existing footpath near the height of land on the Harvey Butler Rhododendron Sanctuary.

Views: Trail construction shall allow for views of the wetland and of the sloping banks of the Sanctuary. This may be done by routing the trail near the edge of the wetland the rhododendron grove, and by limbing trees, (removing no more than 1/3 of the foliage) in keeping with state shoreline zoning regulations.

Wetland boardwalk: The first phase of trail construction shall not include construction of a boardwalk out onto the wetland. A decision about whether to construct a permanent or seasonal boardwalk shall be made at a later date by mutual agreement of the parties, mindful of cost, practicality and state regulations.

Handicap access: The first phase of construction shall not meet full ADA standards. The trail running slopes and side-slopes shall meet ADA standards. A decision about whether finish surface

Responsibilities: It is understood that the cost of trail design and construction exceeds the capacity of each individual organization and would require grant funding. Each organization shall bear a reasonably equitable share of the local match necessary to secure grant funding. It is assumed construction could be essentially completed by a \$62,500 grant, (\$50,000 from funder matched by a local match of 20 percent, or \$12,500. Each organization shall contribute at least \$4,167, which is a one third share of \$12,500. More specific responsibilities are as follows:

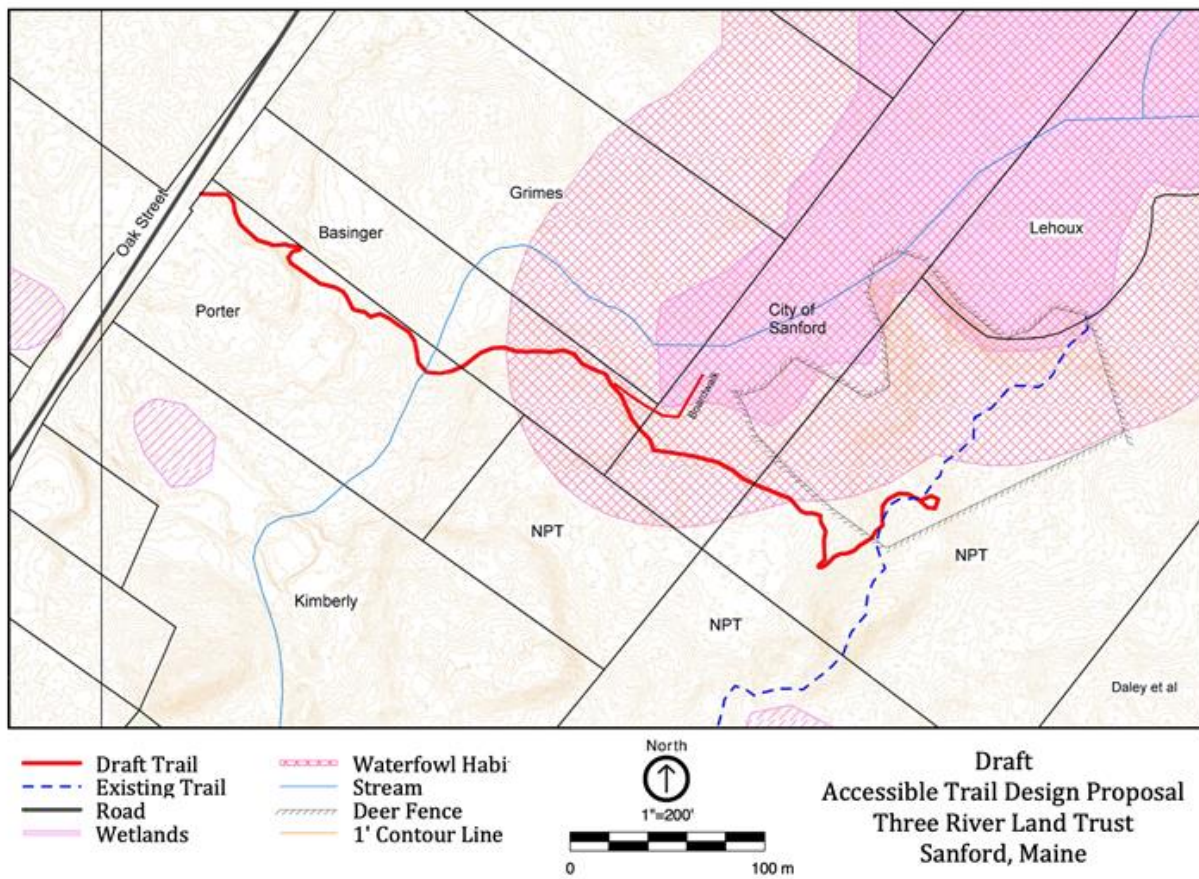
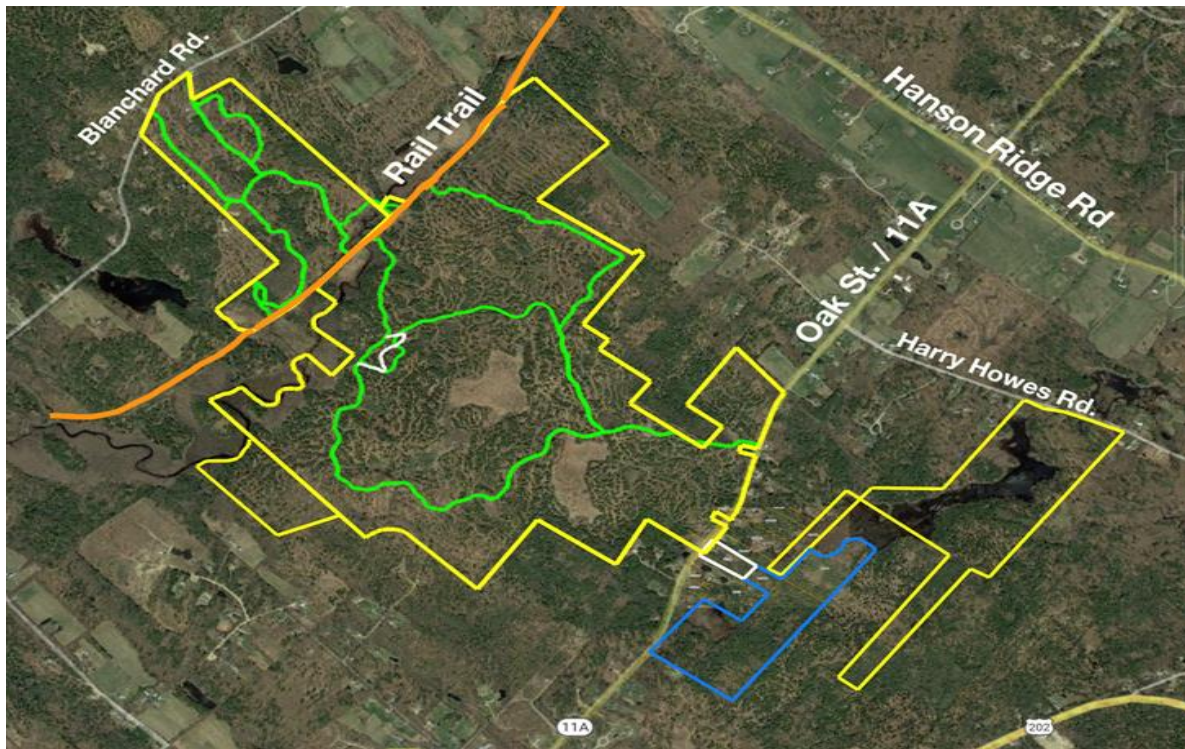
Recreational easement deed: It shall be the responsibility of Three Rivers to negotiate permanent recreational access to the mutual agreement of two affected property owners (Phyllis Basinger and Blain and Kathy Porter). This shall include legal review and recording in the York County Registry of Deeds office.

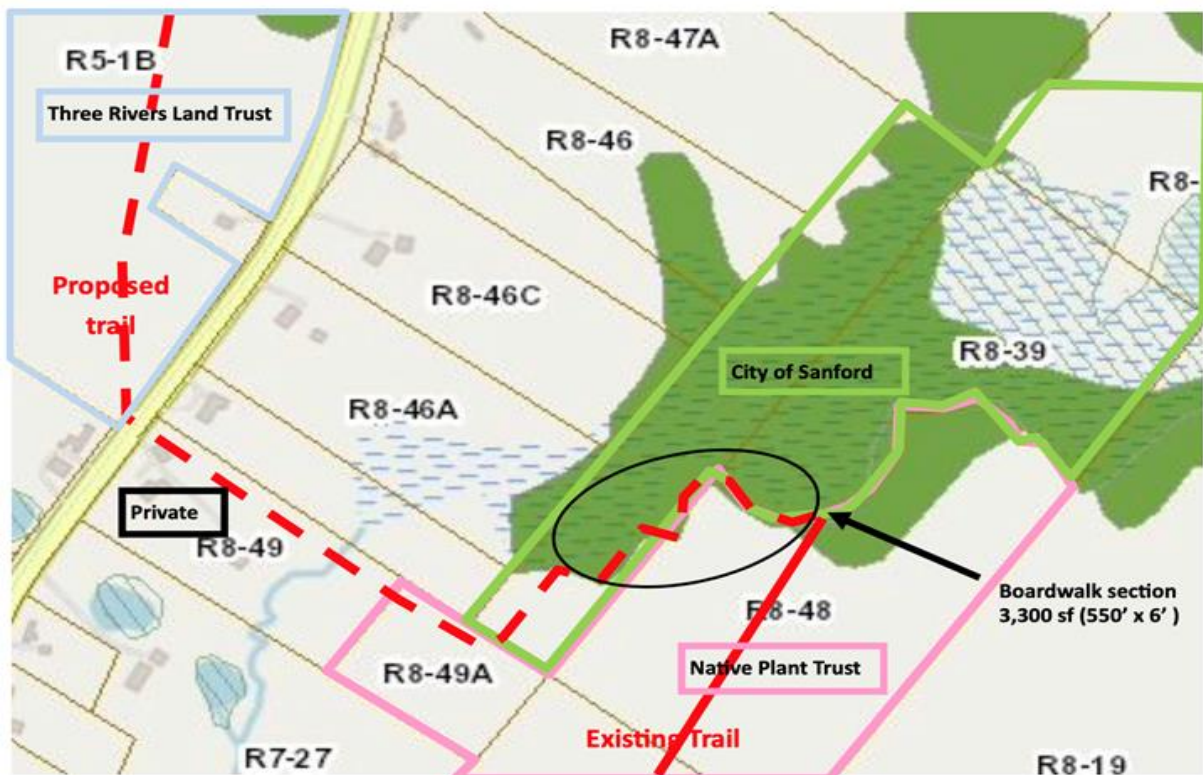
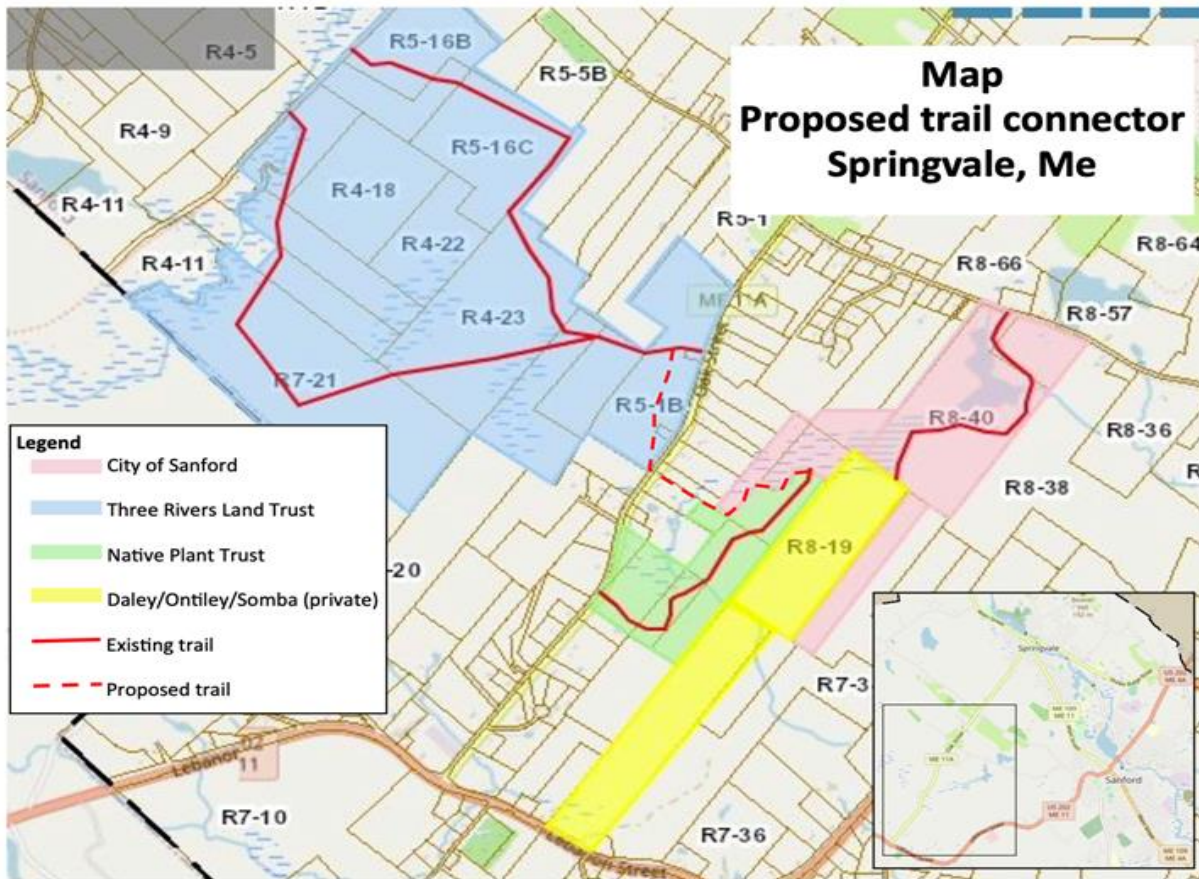
Survey: It shall be the responsibility of Three Rivers to contract for services of a surveyor to describe the trail route in compass bearings, distance and legal language, which would to be incorporated into a recreational easement deed between Three Rivers and two affected property owners (Phyllis Basinger and Blain and Kathy Porter)

Grant writing: It shall be the responsibility of Three Rivers to apply for the primary trail construction grant. Three Rivers shall assist partners in grant writing, should they need outside help in securing their share of the local match.

Permits: It shall be the responsibility of Three Rivers to apply for permits, as necessary, from the City of Sanford, Maine DEP and potentially US Army Corps of engineers.

Maintenance: Trail maintenance shall be shared reasonably equitably between parties.





Memo



Number:

To: City Council

From: Ian Houseal, Community Development

Date: 2022-09-20 18:00:00

Subject: Ordered, to accept the bid for the demolition and removal of the 38 Jackson Street building from Green Shadow Property Maintenance LLC in the firm fixed price amount of \$9,900.00.

RECOMMENDATION

Approve the bid.

Background Information:

The building was found dangerous on October 19, 2021. The building has been evaluated for asbestos.

Sub-Committee or Board Recommendation:

Administrative or Departmental Review :

The building demolition and removal will require removal of window frames prior to demolition as they contain asbestos. This will require coordination so that the building does not have open windows for an extended period of time.

Financial Impact or Review:

The project is funded through the Land Bank Revolving Fund.

ATTACHMENTS

- [Pre-Bid Sign-in Sheet 09-06-22.pdf](#)
- [RFP - 38 Jackson St 08-17-22.pdf](#)
- [Findings and Order - 38 Jackson St 10-19-21.pdf](#)

DEMOLITION AND REMOVAL OF THE 38 JACKSON STREET BUILDING

MANDATORY PRE-BID MEETING – SEPTEMBER 6, 2022 – 12:30 PM

SIGN-IN

NAME	COMPANY REPRESENTING
Joe Gammon	Joe Gammon and Sons Excavation
Eric Pooler	Gorham Sand and Gravel
Peter Petit	Peter Petit Landscaping Inc
Roger Guillemette	Guillemette Brothers Inc
Nolan Lavallee	ACM Group, Inc
Bill Tobey	Greenshadow Landscaping LLC
Josh Skoog	New Hampshire Demolition



City of Sanford, Maine

Office of Community Development

919 MAIN STREET, SANFORD, MAINE 04073
(207) 608-4101



Demolition and Removal of the 38 Jackson Street Building Sanford Maine August 17, 2022

Sir/Madam:

Sealed bids will be received in the office of the City Manager on Tuesday, September 13, 2022 until 12:30 p.m. at which time they will be publicly opened and read aloud on the enclosed specifications.

Pre-bid meeting and site walk at 38 Jackson Street on Tuesday, September 6, 2022 at 12:30 p.m. Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid from that contractor.

Special Attention:

- Directed to dust control requirement;
- Securing of property during demolition and removal;
- Comply with City Demolition Protocol - Appendix "A"; and
- Site map - Appendix "B"
- Property description – Appendix "C"

The City of Sanford reserves the right to accept or reject any and all bids. Please use a sealed envelope with the when submitting your bid.

Sincerely,

Ian Houseal
Director of Community Development

CITY OF SANFORD, MAINE
DEMOLITION AND REMOVAL OF THE
38 JACKSON STREET BUILDING

PRE-BID: TUESDAY, SEPTEMBER 6, 2022 @ 12:30 PM
BID DUE: TUESDAY, SEPTEMBER 13, 2022 @ 12:30 PM

NOTICE TO CONTRACTORS

Bids for the demolition and removal of structures at 38 Jackson Street in Sanford, Maine will be accepted by:

Ian Houseal
Director of Community Development
City Manager's Office, 3rd Floor
City Hall, 919 Main Street
Sanford ME 04073

until **12:30 p.m. on Tuesday, September 13, 2022** at the City Manager's Office at City Hall, Sanford, Maine 04073 at which time bids shall be opened publicly.

SPECIAL NOTICE: Pre-bid meeting and site walk will be at **38 Jackson Street on Tuesday, September 6, 2022 at 12:30 p.m.** Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid form from that contractor.

1. BID SECURITY

No proposal will be considered unless it is accompanied by a **Certified Check or Bid Bond** in the amount of **ten (10%) percent** of the bid price, made out in favor of the City of Sanford. The successful bidder **will not** be required to present a 100% Performance and Payment Bond as surety for the performance of the contract.

2. AWARD OR REJECTION OF BIDS

- A. The City may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any formalities prior to the above scheduled time of opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within 30 days after the actual date of the opening thereof.
- B. Award shall be based on the most responsive, advantageous and responsible bid.

3. QUALIFICATION OF BIDDERS

The City may make such investigation as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as City may request. The City reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy the owner that the bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work included therein.

4. PREPARATION OF PROPOSAL

- A. Proposals must be submitted on the actual form furnished herewith. All blank spaces for prices must be filled in, in ink or word processor.
- B. Proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope, addressed as specified in the proposal form.

5. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Director of Community Development, Sanford, Maine.

6. OBLIGATION OF BIDDERS

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Specifications and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his/her bid.

7. TIME LINE

The contractor shall prosecute the work continuously until completion. Deadline for complete demolition and removal is **20 working days from Notice to Proceed**. Designated available date to be determined by the Director of Community Development.

Pre-Bid @ 38 Jackson Street	12:30 p.m. on Tuesday, September 6
Bids Due	12:30 p.m. on Tuesday, September 13
Notice of Award on or before	Wednesday, September 21
Notice to Proceed on or before	Wednesday, September 28
Completion date	Wednesday, October 26

8. CLAIMS

The City of Sanford will not be held responsible for any damages or injuries arising out of any activity with regard to this project. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the City's satisfaction or process a claim with their insurance carrier.

INSURANCE: The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the City of Sanford as additional insured. Certificate of such insurance shall be filed with the Director of Community Development within 5 days of Notice of Award. Notice to Proceed will not be issued until the Certificate of Insurance is filed to the satisfaction of the Director.

WORKERS' COMPENSATION: Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE: Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE: General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required. *"In the event of cancellation, change or expiration of any of the foregoing policies, ten (10) days written notice will be mailed to the City."*

9. TIPPING FEES

The Contractor will not be responsible for tipping fees as part of the base bid, however, all demolition materials not salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement or direct bill through a pre-authorized disposal site.

10. PAYMENTS

Progress payments shall be made on a monthly basis for work completed based on a actual work complete of the total project. Contractor may submit payment requisitions for actual work complete. Amount completed to be determined by Director of Community Development.

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 38 JACKSON STREET BUILDING

PRE-BID: TUESDAY, SEPTEMBER 6, 2022 @ 12:30 PM
BID DUE: TUESDAY, SEPTEMBER 13, 2022 @ 12:30 PM

SPECIFICATIONS

PART 1: GENERAL

1.1 SCOPE: Contractor agrees and undertakes to demolish and remove the structures and debris at **38 Jackson Street** in its entirety, including complete removal and breaking up the foundation, slab, and any under structure found and removing as needed; and additionally as part of the project as summarized:

- Coordination with the City's asbestos contractor for safe removal of windows prior to demolition;
 - Applying clean soil to match the natural grade of the surroundings;
 - Applying sufficient depth of wood chips to cover the impacted area of the property provided by the City Public Works Department from the Public Works Facility, hauled by the contractor;
-
- A. Demolition of the aforesaid structures located upon land in the City of Sanford;
 - B. **Securing all demolition permits from the State of Maine and the City of Sanford and paying for any fees required with respect to such permit;**
 - C. Removal of ALL debris from the site;
 - D. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, in accordance with the laws of the United States and the State of Maine and ordinances of the City of Sanford; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account, as set forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage;
 - E. **The Contractor will not be responsible for tipping fees;** however, all demolition materials not salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement or billed directly to the City by a pre-approved disposal site;
 - F. The City and Contractor shall identify the disposal sites to be used prior to contract signing and may pay for disposal at the pre-identified disposal site;
 - G. Disconnection and capping of any water or sewer service(s) at approximately 6 feet from the foundation edge, currently connected within the project to the satisfaction of the Sewer and Water Districts;

- H. **Foundation walls, slab, underpinnings, and concrete floor shall be removed or concrete crushed to no less than 8 inch diameter sized pieces as part of the base bid;**
- I. **Any cellar holes shall be filled with clean soil as part of the base bid. The Director of Community Development must be shown the empty cellar hole, devoid of the foundation, before filling;**
- J. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the City of Sanford Code, including, without limitations, conformity with all reasonable demands of the Fire Department.
- K. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Building Official. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Public Works Department a permit for the temporary closing of such streets.
- L. **Pavement shall be removed.**

SPECIAL ATTENTION TO M, N, O & P BELOW:

- M. **Comply with the Demolition Protocol** (attached: Appendix "A") with particular attention to dust control and site security.
- N. Buildings will be demolished in a safe and orderly way and comply with all State and local regulations. Neighboring areas must be policed every day for any debris.
- O. During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles.
- P. The contractor shall maintain control of the site from the start of demolition until complete. The perimeter of the site shall be demarcated for "No Entry" and signs to that affect shall be posted.
- Q. **Applying wood chips, will be done as part of the base bid**, as directed by the Director of Community Development once demolition has been completed.

PART 2: EXECUTION

2.1 DEMOLITION OR RELOCATION

- A. Demolish all structures covered by this contract including all exterior steps, platforms and underpinning and foundation walls, etc. in accordance with the following terms and conditions:

Demolition shall be done in a manner to maximize the amount of material separation.

1. The structures and their components are to be demolished in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a nuisance in the area.
 2. Cellars are to be cleared of all combustible and perishable material and of all tanks and piping. Tanks used for the storage of fuel oil or other flammable materials shall be removed in accordance with the regulations of the Fire Department and Maine Department of Environmental Protection and Maine Department of Public Safety.
 3. Stone, concrete and masonry walls, chimneys, etc. shall be completely removed or concrete crushed to 8 inch diameter pieces.
 4. No structures shall be removed substantially as a whole. All structures shall be demolished completely on the premises. Masonry walls, piers, columns or chimneys shall be demolished in small sections. All floor construction over basements or cellars shall be completely removed regardless of whether they are above or below existing ground level.
 5. Contractor shall remove all tanks (water, gas, oil, etc.) and piping.
 6. Once the work of demolition is started, it shall be continued to completion, uninterrupted except for Sundays and holidays or acts beyond the contractor's control. Material shall be removed from the site as quickly as possible and not be stored on site.
 7. The contractor shall comply with all applicable laws and ordinances.
 8. The contractor must exercise proper care in loading so that no waste or salvage material is strewn on public streets, neither during loading nor in route to the dumping site. Any material spilled on public streets will be promptly cleaned up and removed by the contractor.
- B. After the demolition and removal work have been accomplished, the site shall be cleared of all obstructions. Site shall be brought to grade as directed by the Director of Community Development.
- C. Demolition sites shall be covered as necessary with wood chip (provided by the City Public Works Department from the Public Works Facility) as directed by the Community Development Director.
- D. Demolition sites shall be secured within 30 days after the completion of demolition.
- E. When boulders are specified, one cubic yard or larger shall be placed along the street frontage of the premises at intervals of not less than six feet apart. The purpose for this provision is to discourage the unlawful use of any vacant premises for parking, storage, or related activity; however, such uses may be established subject to permitting, except for when:

2.2 CLEAN UP

- A. All debris resulting from the operation under this contract and all tools and apparatus are to be removed from the site at the completion of the work and the site left clear and free from hazards, to the satisfaction of the City.
- B. Bidders shall assume that all movable equipment and furnishings left on the premises during the bidding period shall remain the property of the occupant or owner and shall be removed by him/her prior to commencement of demolition and removal. Any such movable equipment or furnishings remaining on the premises after the date indicated shall become the property of the contractor and he/she shall remove same from premises.
- C. All fixed equipment which is on the premises during the bidding process shall become the property of the contractor and he/she shall remove same from premises.

APPENDIX A: DEMOLITION PROTOCOL

The following protocol is to be implemented for projects in the City of Sanford that involve the demolition of structures and is intended to reduce the generation and potential release of lead dust and debris into the adjacent area and secure the site:

- Due to the age of the properties being demolished presume that there is lead-based paint in the property.
- Except in emergency circumstances, the City will take steps to inform residents, businesses and other organizations within a 150 foot radius of the site of the planned demolition activities in advance of the demolition beginning. The City will print color flyers describing the precautions that are recommended to be taken to minimize lead exposure. Warning signs will be posted on the properties to be demolished during the 2 day prior to demolition and signs alerting traffic will be posted on the day of demolition.

All demolitions in the City of Sanford must comply with the following:

- The contractor shall secure the site prior to demolition.
- Prior to the commencement of demolition activity, the owner/contractor shall provide the building official with the following:
 - A completed demolition permit, including required demolition notification accompanied by the requisite fees.
 - Sign-offs for utility disconnects from the natural gas and electric companies and the municipal sewer and water districts. Sign-offs from cable and telephone companies are optional.
 - Documentation of hazardous material assessment and abatement in accordance with Maine Department of Environmental Protection regulations, if available.
- The contractor shall notify Dig-Safe seventy-two (72) hours prior to initiating any demolition activity.
- The contractor shall follow the procedures for handling and disposing of all regulated materials as required by the State of Maine. See MEDEP guidance on Asbestos Inspections.
- Demolitions shall comply with all applicable state and federal regulations.
- All demolition and debris will be removed from site in trucks that have proper covering screens.
- Wind and water erosion shall be done in accordance with the following: Temporary erosion and sediment control measures in keeping with the applicable best management practices shall be in place on premises in as necessary during and after the completion of demolition activity.
- During the course of the demolition project, when temperatures are above freezing the contractor shall practice dust control by wetting down the building and its debris during the active part of the demolition and loading the debris onto the transport vehicle.
- Temperature and other weather conditions shall be given consideration when scheduling demolitions during the winter months.
- The contractor shall prevent the accumulation of mud and fill material on streets and sidewalks from erosion and vehicles exiting the site.
- The contractor shall establish direct routes to final disposal site(s) to minimize impact on residential areas.

APPENDIX B: SITE MAP



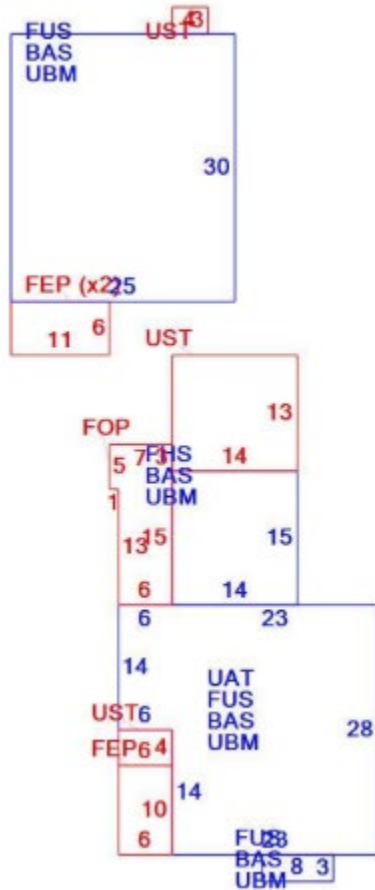
Notes:

Subject Properties – K32-56 highlighted in yellow

City Notification (2 days prior to demolition) to red shaded properties

Red circle indicates residential buildings 150 feet from subject property

APPENDIX C: PROPERTY DESCRIPTION



Notes:

Estimate \$100.00 Code Enforcement Demolition Permit

Estimate \$5.00 Public Works Permit

Wood chips – hauled from Public Works on their schedule

Demolish and remove any superstructure and basement/slab structure

Coordinate window removal (not included in bid) with City and asbestos contractor, separate disposal canister on-site

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 38 JACKSON STREET BUILDING

BID DUE: TUESDAY, SEPTEMBER 13, 2022 @ 12:30 PM

PRE-BID: TUESDAY, SEPTEMBER 6, 2022 @ 12:30 PM

PROPOSAL FORM

TO: Ian Houseal, Director of Community
Development City of Sanford
City Hall, 919 Main Street
Sanford ME 04073

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **March 17, 2022** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	38 Jackson Street Building (demolition; removal; hauling; clean fill; and site finishing with wood chips) NOT INCLUDING TIPPING FEES	\$
One time unit price for additional clean fill (/CY price)		\$ /CY
One time unit price for additional mulch (/CY price)		\$ /CY

State equipment to be used: (list all equipment)

List all Sub-Contractors:

The undersigned further agrees to complete work by:	
The undersigned acknowledges the receipt of addenda #:	

The undersigned further agrees that after notification by the City of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within five (5) days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within five (5) days after the execution of the contract unless otherwise specified in the Supplemental Specifications or directed by the City in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds **are not** required.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Sanford and of the State of Maine, in that order.

The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of Sanford is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the City Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

Accompanying this proposal is a bid security deposit in the amount of:

%	\$
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which is to become the property of the City by forfeiture if the undersigned fails, after notification by the Director of Community Development of the acceptance of his/her proposal, to execute a contract with the City within five (5) days agreed to herein; or, in case the undersigned withdraws his/her proposal within thirty (30) days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

FIRM NAME	
INDIVIDUAL NAME	
TITLE	
LEGAL ADDRESS	
PLACE OF BUSINESS	
FIRM'S IRS ID #	
DATE	
TELEPHONE #	
FAX #	
E-MAIL ADDRESS	
SIGNATURE	

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 38 JACKSON STREET BUILDING

PRE-BID: TUESDAY, SEPTEMBER 6, 2022 @ 12:30 PM

BID DUE: TUESDAY, SEPTEMBER 13, 2022 @ 12:30 PM

SAMPLE AGREEMENT

This Agreement entered into at Sanford, Maine this __ day of **September, 2022**, by and between the **City of Sanford** a municipal corporation with a principal place of business in Sanford, York County, Maine (hereinafter referred to as “**City**”, which expression shall include its successors and assigns) and Joe Gammon and Sons Excavation, a corporation with a place of business at 223 East Road, Wales Maine 04280 (hereinafter sometimes collectively referred to as “**Contractor**”, which expression shall include their heirs, successors and assigns).

I. WHEREAS:

- A. The City desires to have certain buildings demolished at the following locations;
 - **38 Jackson Street;**
- B. Contractor desires to provide demolition services to the City for the purposes of accomplishing the complete demolition of **listed locations**; and
- C. The parties have reached an agreement with respect to the same which they wish to reduce to a written memorandum.

II. NOW, THEREFORE, for consideration paid, including without limitations the mutual covenants and undertaking more fully hereinafter expressed, the parties do hereby agree as follows:

- A. **Scope of Services:** Contractor agrees and undertakes to demolish **listed locations** in its entirety, according to the Request for Proposals including the specifications, proposal form, and notice to contractors, and all associated appendices attached hereto. The scope of Contractor’s undertaking includes the following:
 - 1. Demolition of the aforesaid structures located upon land in the City of Sanford;
 - 2. Securing all demolition permits from the State of Maine, or the City of Sanford and paying for any fees required with respect to such permit;
 - 3. Removal of all obstructions and debris from the site;
 - 4. Any Asbestos Containing Materials has been properly identified or treated as suspect and if found shall be properly handled and disposed according to State Law;
 - 5. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the City, in accordance with the laws of the United States and the State of Maine and ordinances of the City of

Sanford; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account, as set forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage;

6. The Contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement. The contractor shall identify all sites and fee estimates to be used prior to contract signing.
7. Disconnection and capping of any water or sewer service(s) currently connected at **listed locations** approximately 6 feet from the foundation edge;
8. Foundation walls, footers and floors shall be completely removed and disposed of. The foundation hole shall be filled with clean soil as part of the Base Bid;
9. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the City of Sanford, including, without limitations, conformity with all the reasonable demands of the Fire Department;
10. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Sanford Police Department and Building Official. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the City any permit for the temporary closing of such streets.
11. Buildings will be demolished in a safe and orderly way and comply with all State and Federal regulations. Neighbors' areas must be policed every day for any debris on his/her properties.
12. During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles.
13. The contractor shall maintain control of the site from the start of demolition until complete. The perimeter of the site shall be demarcated for No Entry and signs to that effect shall be posted.

B. Time and Sequence of Demolition: Demolition and removal shall be completed within 20 days from Notice to Proceed. In the event during the course of the demolition project, hazardous waste, chemicals, toxic or otherwise, are found to exist, which are known to Contractor at the time of execution of this Contract, the Contractor shall immediately notify the City. The Contractor shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the

hazardous removal parties are required to return and be upon the premises for the removal of any “after discovered” materials. Contractor shall commence demolition within five (5) business days after the date of execution of this Agreement.

- C. **Contract Price and Payment:** The City agrees to pay Contractor for the services called for in this Contract. Contractor shall be solely responsible for collection of any sales tax upon sale of salvage, and for remittance of the same to the State of Maine and shall hold the City harmless from and indemnify the City against any liability for the collection of such tax.
- D. **Compliance with Laws:** The bidder’s attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, City Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the City and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulations by themselves or by their employees.
- E. **INSURANCE:** The Contractor shall furnish proof of coverage with adequate insurance of the types- and to the limits specified below naming the City of Sanford as additional insured. Certificate of such insurance shall be filed with the Director of Community Development within 5 days from Notice of Award.
WORKERS’ COMPENSATION: Workers’ Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$500,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter’s employees unless such employees are covered by the protection afforded the Contractor.
AUTOMOTIVE LIABILITY INSURANCE: Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.
GENERAL LIABILITY INSURANCE: General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.
- F. **Indemnity:** Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims and/or liabilities for (1) injury to person or property arising on or adjacent to the premises proximately caused by Contractor’s negligence during the period of Contractor’s services; (2) the unlawful, improper or negligent disposal of debris from **listed locations**; (3) the assertion of a lien or right to a lien, whether at law or in equity by any sub-contractor of the Contractor, claiming such lien to have arisen, in whole or in part, by reason of the services contemplated under the terms of this Contract on behalf of Contractor. This obligation of indemnity shall include the payment of costs and attorney’s fees reasonably incurred by the City in connection with the defense of any action or proceeding arising from such claims and/or liabilities.

The Contractor shall be responsible for all damages to property, or injury to persons arising out of their actions or failure to act. The Contractor shall defend, indemnify and hold harmless the City from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract. The Contractor shall have no liens or encumbrances which would adversely affect the ability of the Contractor to perform as stipulated under this agreement, its terms and conditions.

- G. **Assignment:** Contractor may not assign or delegate this Contract or their obligations hereunder without the prior express written permission of the City of Sanford.
- H. **Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the City; the City makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any warranty of any kind whatsoever. The City is aware of no competing claims of liens which may encumber the property or personal property interests therein.
- I. **Bond Requirements:** Not required for this project.
- J. **Termination:** the City may terminate this Agreement for convenience upon thirty (30) days' written notice to the Contractor, in which case, the City shall pay the Contractor for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the City terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.
- K. **Default:**
 - 1. In Contractor fails to timely perform its obligation hereunder and written notice of such failure shall be sent to Contractor by the City and such defaults is not cured within ten (10) days after receipt of said notice, or if such default shall be of the character that it cannot be completely cured within ten (10) days after receipt of said notice, if Contractor shall not within this period commence to cure such failure and thereafter proceed with reasonable diligence to cure same, the City may terminate this Contract without further obligations to the Contractor. No materials may be removed from the City premises after receipt by Contractor of such ten (10) day notice, unless cure be effectuated.
 - 2. In the event that the letter of credit furnished pursuant to the provisions of Paragraph I above shall fail to have been renewed for an additional one (1) year term and the expiry date of the letter of credit shall be reached within thirty (30) days, the City shall have the right to draw upon the letter of credit.
 - 3. In the case where Contractor is required to do any act under the terms of this Agreement, delays which are caused by or resulting from an act of God, war, civil unrest, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, or other causes beyond Contractor's reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time or a reasonable time.

- L. **Notices:** In the event it becomes necessary for any party to this Contract to give written notice to the other party, such notice shall be sent via U.S Postal Service, postage prepaid, first class mail, and such notice shall be deemed to have been received on the third day following the date of mailing of such notice. The notice may also be hand-delivered, in which case it shall be deemed to have been received on the day so delivered. In the event any notices are required by or useful under the terms of this Contract, such notices shall be given in the case of:

City to: City of Sanford
Ian Houseal, Director of Community Development
City Hall, 919 Main Street
Sanford ME 04073

the Contractor to: Joseph R. Gammon
Joe Gammon and Sons Excavation
223 East Road
Wales, Maine 04280

- M. **Integration and Modification:** This Agreement contains and expresses the entire contractual relationship between the parties and there are no other promises, undertakings, representations or obligations of any kind existing between the parties which do not appear on the face hereof. This Agreement may not be modified or abrogated except by means of a writing signed by both parties.
- N. **Remedies:** Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters in question between the City and the Contractor arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.
- O. **Force Majeure:** Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.
- P. **Severability:** Any term or provision of this Agreement that is declared invalid by any court of competent jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- Q. **Miscellaneous:**
1. Any components of **listed locations** which Contractor wishes to sell for salvage must be removed from the premises by Contractor on or before the expiration of the time for completion of Contractor's services hereunder. At the time of such removal of each component from the City's premises, title to such component

shall immediately vest in Contractor and responsibility for lawful disposal (or sale) of such components shall thereafter remain solely Contractor;

2. Time is of the essence with regard to this Agreement;
3. Contractor agrees to attend pre-demolition meetings with such officials as may be designated by the Director for such purpose by the City. At that time, Contractor shall submit to the City a progress schedule;
4. Contractor shall provide for maintenance of traffic in accordance with Subsection 104.04 and 107.11 of the Maine State Highway Commission Standards Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:
 - a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
 - b. Contractor shall make arrangements with the Chief of Police, the Chief of the Fire Department, and other City officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
 - c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the City of Sanford. All such temporary traffic controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel, a 48 hour notice will be given by Contractor to the City of Sanford, the Chief of the Fire Department, the Chief of Police and the Public Works Director. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Engineer. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.
 - d. The City of Sanford or any of their duly authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall preserve all such records for a period of three (3) years after the final payment and all other pending matters are closed.
 - e. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this

Agreement, or to any benefit to arise from the same. No member, officer, or employee of the City of Sanford or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract with the program assisted under this Agreement.

1)	38 Jackson Street Building (demolition; removal; hauling; clean fill; and site finishing with wood chips) NOT INCLUDING TIPPING FEES	\$
One time unit price for additional clean fill (/CY price)		\$ /CY
One time unit price for additional mulch (/CY price)		\$ /CY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Owner
CITY OF SANFORD, MAINE

By:

Witness

Steven R. Buck, City Manager

Contractor:

By:

Witness

**FINDINGS AND ORDER**

Pursuant to 17 M.R.S.A. §§ 2851-2859

Dangerous Buildings

DANIEL MACGREGOR
409 BACK RD
SHAPLEIGH, ME 04076

38 JACKSON STREET, SANFORD MAINE

On October 19, 2021 the City Council of the City of Sanford, Maine held a hearing to determine whether 38 Jackson Street, identified as Tax Map K32, Lot 56 and further described in a Deed recorded in the York County Registry of Deeds at Book 3317, Page 348 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. Notice of this hearing was duly served on the owner and advertised in the newspaper on September 24, October 1, and October 8 as required by law when an owner or party in interest is unknown or is not ascertainable with reasonable diligence. The owner or parties in interest did not communicate to the City of Sanford prior to the hearing that they intended to be present and testify at the hearing.

The following persons were present and testified:

- A. City of Sanford Director of Community Development, Ian Houseal
- B. City of Sanford Code Enforcement Officer, Aaron Lederer
- C. Property Owner/Representative: none

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. The owner has owned the three-dwelling-unit building (the property) since 1984, but abandoned the property, allowing a three family dwelling to be used for inappropriate uses including as a nuisance to the surrounding neighborhood.
- B. The building is abandoned as defined in 30-A M.R.S.A. § 3106-B and City Code §149-6.3 and as evidenced by:
 - A newspaper in the mailbox of Unit C is dated May 10, 2018, indicating no habitable occupancy for at least that period of time.
 - Doors and windows are open and broken, and elements pass freely through the building.
 - The property is generally unmanaged and is therefore inviting to trespassers and vandals and therefore unsafe and a fire hazard;
 - Personal property and furnishings indicating habitable occupancy are absent from the building and any remaining personal property is damaged or unusable and generally describable as junk, debris, household trash, and possibly hazardous, and is a fire hazard and is unsanitary;
 - The property is deteriorating and dilapidated including collapsing porches and exterior stairs, and plants grow up the side of the building and through window and door openings, breaks in the walls, so as to constitute a threat to public health and safety;

3pgs → City of Sanford

- Electrical power remains connected to the building with electrical meters present on the building, an unsafe situation and a fire hazard.
- C. The building is dilapidated as evidenced by plant overgrowth, broken and open windows, collapsing decks and exterior stairs and visibly poor conditions on the interior of the building.
- D. The property is unmanaged and unsanitary as evidenced by plant overgrowth and accumulation of junk and an unregistered vehicle and vehicle parts.
- E. An inspection on September 22, 2021 found violations of City Code § 90-13B(5), *2015 International Property Maintenance Code* as adopted by reference:
 - Exterior walls have holes, breaks, loose, and rotting material. § 304.6.
 - Multiple broken windows are throughout. § 303.13.1.
 - Exterior deck/porch are not structurally sound and visibly collapsing. § 304.1.1.
 - Exterior of property is not maintained and overgrown. § 304.1.
 - The roof appears to have defects such that rain is rotting the interior. § 304.7.
 - Overgrown vegetation surrounds the building and passes into the building through breaks and openings. § 302.4.
 - Dangerous structure and premises. The property is neglected, damaged exterior, dilapidated porch, unsecure, open or broken windows and is an attractive nuisance. § 108.1.5.

Based on the foregoing findings, the Municipal Officers adjudge that the property is a dangerous building and nuisance because the building is unsafe and unsanitary; constitutes a fire hazard; is improper for the occupancy to which it is put; constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, and abandonment; and is otherwise dangerous to life and property because the abandoned building and unmanaged and uncared for condition of the property contributes to blight, acts as an attractive nuisance for vandalism and other illegal acts, all of which also negatively impact the property value, health, safety, and welfare of surrounding properties and their occupants and their wellbeing.

THEREFORE IT IS ORDERED that to protect the health, safety, and welfare, 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/hazardous waste, and dangerous 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 said dangerous building and nuisance is to be immediately abated (building removed/ disposed/ secured.)

AND BE IT FURTHER ORDERED, if the owner or party in interest demonstrates the ability and willingness to satisfactorily rehabilitate the building 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 and nuisance 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 building 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 removal/ disposal/ securing) of the said dangerous building and nuisance.

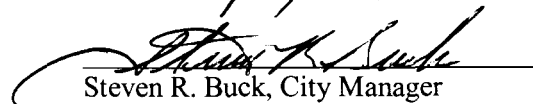
AND BE IT FURTHER ORDERED that, if this Order is not timely complied with and no timely appeal is taken, the City Manager may undertake the ordered corrective action at municipal expense and recover all expenses, including reasonable attorney's fees, by means of a special tax or civil action.

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 4 to 0 in favor of this Findings and Order at the October 19, 2021 City Council meeting.

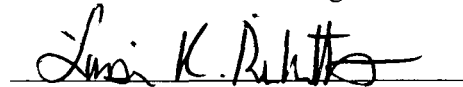
The MUNICIPAL OFFICERS OF THE CITY OF SANFORD reviewed and voted 5 to 0 in favor of the authorizing the City Manager to sign this Findings and Order, record it in the Registry of Deeds, and serve it upon the owner and parties-in-interest as required by Law, at the November 9, 2021 City Council meeting.

Dated: 11/16/2021


Steven R. Buck, City Manager

STATE OF MAINE, York County, ss.

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



Notary Public

Loris Ricketts
Notary Public, State of Maine
My Commission Expires April 16, 2022

SEAL

Memo



Number:

To: City Council

From: Ian Houseal, Community Development

Date: 2022-09-20 18:00:00

Subject: Ordered, to accept the bid for the demolition and removal of the 18 Winter Street building garage from Green Shadow Property Maintenance LLC in the firm fixed price amount of \$5,306.25.

RECOMMENDATION

Approve the bid.

Background Information:

The building was found dangerous on May 18, 2021. Since then, activities have been taken to abate the nuisance including asbestos abated from the main building under a separate activity and multiple times securing the building from entrance. Since that time, the City has been reimbursed for those expenses.

Sub-Committee or Board Recommendation:

The Land Bank Commission evaluated the building and property for demolition and determined that the garage building be demolished to improve the property's chances for rehabilitation overall.

Administrative or Departmental Review :

The garage demolition and removal requires separation of the roof membrane as it contains asbestos. The asbestos will be disposed of separately following State Rules. The slab will remain.

Financial Impact or Review:

The project is funded through the Land Bank Revolving Fund.

ATTACHMENTS

- [Bids Received 09-13-22.pdf](#)
- [Pre-Bid Sign-in Sheet 09-06-22.pdf](#)
- [RFP - 18 Winter St 08-17-22.pdf](#)
- [Findings and Order - 18 Winter St 05-18-21.pdf](#)

CITY OF SANFORD BIDS RECEIVED

DEPARTMENT: Land Bank Authority

DATE OPENED: September 13, 2022

BID FOR: Demolition and Removal of the 18 Winter Street Garage Building

COMPANY	ADDRESS	BID AMOUNT	EXCEPTIONS
1. Gorham Sand and Gravel	939 Parker Farm Rd Buxton ME 04093	\$5,306.25	
2. Green Shadow Property Maintenance LLC	409 Main St. Rollinsford, NH 03869	1,000.00	

DEMOLITION AND REMOVAL OF THE 18 WINTER STREET GARAGE BUILDING

MANDATORY PRE-BID MEETING – SEPTEMBER 6, 2022 – 12:00 PM

SIGN-IN

NAME	COMPANY REPRESENTING
Joe Gammon	Joe Gammon and Sons Excavation
Eric Pooler	Gorham Sand and Gravel
Peter Petit	Peter Petit Landscaping Inc
Roger Guillemette	Guillemette Brothers Inc
Nolan Lavallee	ACM Group, Inc
Bill Tobey	Greenshadow Landscaping LLC



City of Sanford, Maine

Office of Community Development

919 MAIN STREET, SANFORD, MAINE 04073
(207) 608-4101



Demolition and Removal of the 18 Winter Street Garage Building Sanford Maine August 17, 2022

Sir/Madam:

Sealed bids will be received in the office of the City Manager on Tuesday, September 13, 2022 until 12:00 p.m. at which time they will be publicly opened and read aloud on the enclosed specifications.

Pre-bid meeting and site walk at 18 Winter Street on Tuesday, September 6, 2022 at 12:00 p.m. Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid from that contractor.

Special Attention:

- Directed to dust control requirement;
- Securing of property during demolition and removal;
- Comply with City Demolition Protocol - Appendix "A"; and
- Site map - Appendix "B"
- Property description – Appendix "C"

The City of Sanford reserves the right to accept or reject any and all bids. Please use a sealed envelope with the when submitting your bid.

Sincerely,

Ian Houseal
Director of Community Development

CITY OF SANFORD, MAINE
DEMOLITION AND REMOVAL OF THE
18 WINTER STREET GARAGE BUILDING

PRE-BID: TUESDAY, SEPTEMBER 6, 2022 @ 12:00 PM
BID DUE: TUESDAY, SEPTEMBER 13, 2022 @ 12:00 PM

NOTICE TO CONTRACTORS

Bids for the demolition and removal of garage structures at 18 Winter Street in Sanford, Maine will be accepted by:

Ian Houseal
Director of Community Development
City Manager's Office, 3rd Floor
City Hall, 919 Main Street
Sanford ME 04073

until **12:00 p.m. on Tuesday, September 13, 2022** at the City Manager's Office at City Hall, Sanford, Maine 04073 at which time bids shall be opened publicly.

SPECIAL NOTICE: Pre-bid meeting and site walk will be at **18 Winter Street on Tuesday, September 6, 2022 at 12:00 p.m.** Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid form from that contractor.

1. BID SECURITY

No proposal will be considered unless it is accompanied by a **Certified Check or Bid Bond** in the amount of **ten (10%) percent** of the bid price, made out in favor of the City of Sanford. The successful bidder **will not** be required to present a 100% Performance and Payment Bond as surety for the performance of the contract.

2. AWARD OR REJECTION OF BIDS

A. The City may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any formalities prior to the above scheduled time of opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within 30 days after the actual date of the opening thereof.

B. Award shall be based on the most responsive, advantageous and responsible bid.

3. QUALIFICATION OF BIDDERS

The City may make such investigation as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as City may request. The City reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy the owner that the bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work included therein.

4. PREPARATION OF PROPOSAL

- A. Proposals must be submitted on the actual form furnished herewith. All blank spaces for prices must be filled in, in ink or word processor.
- B. Proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope, addressed as specified in the proposal form.

5. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Director of Community Development, Sanford, Maine.

6. OBLIGATION OF BIDDERS

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Specifications and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his/her bid.

7. TIME LINE

The contractor shall prosecute the work continuously until completion. Deadline for complete demolition and removal is **20 working days from Notice to Proceed**. Designated available date to be determined by the Director of Community Development.

Pre-Bid @ 18 Winter Street	12:00 p.m. on Tuesday, September 6
Bids Due	12:00 p.m. on Tuesday, September 13
Notice of Award on or before	Wednesday, September 21
Notice to Proceed on or before	Wednesday, September 28
Completion date	Wednesday, October 26

8. CLAIMS

The City of Sanford will not be held responsible for any damages or injuries arising out of any activity with regard to this project. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the City's satisfaction or process a claim with their insurance carrier.

INSURANCE: The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the City of Sanford as additional insured. Certificate of such insurance shall be filed with the Director of Community Development within 5 days of Notice of Award. Notice to Proceed will not be issued until the Certificate of Insurance is filed to the satisfaction of the Director.

WORKERS' COMPENSATION: Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE: Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE: General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required. *"In the event of cancellation, change or expiration of any of the foregoing policies, ten (10) days written notice will be mailed to the City."*

9. TIPPING FEES

The Contractor will not be responsible for tipping fees as part of the base bid, however, all demolition materials not salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement or direct bill through a pre-authorized disposal site.

10. PAYMENTS

Progress payments shall be made on a monthly basis for work completed based on a actual work complete of the total project. Contractor may submit payment requisitions for actual work complete. Amount completed to be determined by Director of Community Development.

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 18 WINTER STREET GARAGE BUILDING

PRE-BID: TUESDAY, SEPTEMBER 6, 2022 @ 12:00 PM
BID DUE: TUESDAY, SEPTEMBER 13, 2022 @ 12:00 PM

SPECIFICATIONS

PART 1: GENERAL

- 1.1 SCOPE:** Contractor agrees and undertakes to demolish and remove the garage structure and debris at **18 Winter Street** in its entirety, including complete removal and breaking up the foundation, slab, and any under structure found and removing as needed; and additionally as part of the project as summarized:
- Coordination with the City's asbestos contractor for safe removal of the roof and any other presumed positive asbestos;
 - Applying clean soil to match the natural grade of the surroundings;
 - Applying sufficient depth of wood chips to cover the impacted area of the property provided by the City Public Works Department from the Public Works Facility, hauled by the contractor;
- A. Demolition of the aforesaid structures located upon land in the City of Sanford;
- B. **Securing all demolition permits from the State of Maine and the City of Sanford and paying for any fees required with respect to such permit;**
- C. Removal of ALL debris from the site;
- D. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, in accordance with the laws of the United States and the State of Maine and ordinances of the City of Sanford; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account, as set forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage;
- E. **The Contractor will not be responsible for tipping fees;** however, all demolition materials not salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement or billed directly to the City by a pre-approved disposal site;
- F. The City and Contractor shall identify the disposal sites to be used prior to contract signing and may pay for disposal at the pre-identified disposal site;
- G. Disconnection and capping of any water or sewer service(s) at approximately 6 feet from the foundation edge, currently connected within the project to the satisfaction of the Sewer and Water Districts;

- H. **Foundation walls, slab, underpinnings, and concrete floor shall be removed or concrete crushed to no less than 8 inch diameter sized pieces as part of the base bid;**
- I. **Any cellar holes shall be filled with clean soil as part of the base bid. The Director of Community Development must be shown the empty cellar hole, devoid of the foundation, before filling;**
- J. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the City of Sanford Code, including, without limitations, conformity with all reasonable demands of the Fire Department.
- K. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Building Official. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Public Works Department a permit for the temporary closing of such streets.
- L. **Pavement shall be removed.**

SPECIAL ATTENTION TO M, N, O & P BELOW:

- M. **Comply with the Demolition Protocol** (attached: Appendix "A") with particular attention to dust control and site security.
- N. Buildings will be demolished in a safe and orderly way and comply with all State and local regulations. Neighboring areas must be policed every day for any debris.
- O. During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles.
- P. The contractor shall maintain control of the site from the start of demolition until complete. The perimeter of the site shall be demarcated for "No Entry" and signs to that affect shall be posted.
- Q. **Applying wood chips, will be done as part of the base bid**, as directed by the Director of Community Development once demolition has been completed.

PART 2: EXECUTION

2.1 DEMOLITION OR RELOCATION

- A. Demolish all structures covered by this contract including all exterior steps, platforms and underpinning and foundation walls, etc. in accordance with the following terms and conditions:

Demolition shall be done in a manner to maximize the amount of material separation.

1. The structures and their components are to be demolished in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a nuisance in the area.
 2. Cellars are to be cleared of all combustible and perishable material and of all tanks and piping. Tanks used for the storage of fuel oil or other flammable materials shall be removed in accordance with the regulations of the Fire Department and Maine Department of Environmental Protection and Maine Department of Public Safety.
 3. Stone, concrete and masonry walls, chimneys, etc. shall be completely removed or concrete crushed to 8 inch diameter pieces.
 4. No structures shall be removed substantially as a whole. All structures shall be demolished completely on the premises. Masonry walls, piers, columns or chimneys shall be demolished in small sections. All floor construction over basements or cellars shall be completely removed regardless of whether they are above or below existing ground level.
 5. Contractor shall remove all tanks (water, gas, oil, etc.) and piping.
 6. Once the work of demolition is started, it shall be continued to completion, uninterrupted except for Sundays and holidays or acts beyond the contractor's control. Material shall be removed from the site as quickly as possible and not be stored on site.
 7. The contractor shall comply with all applicable laws and ordinances.
 8. The contractor must exercise proper care in loading so that no waste or salvage material is strewn on public streets, neither during loading nor in route to the dumping site. Any material spilled on public streets will be promptly cleaned up and removed by the contractor.
- B. After the demolition and removal work have been accomplished, the site shall be cleared of all obstructions. Site shall be brought to grade as directed by the Director of Community Development.
- C. Demolition sites shall be covered as necessary with wood chip (provided by the City Public Works Department from the Public Works Facility) as directed by the Community Development Director.
- D. Demolition sites shall be secured within 30 days after the completion of demolition.
- E. When boulders are specified, one cubic yard or larger shall be placed along the street frontage of the premises at intervals of not less than six feet apart. The purpose for this provision is to discourage the unlawful use of any vacant premises for parking, storage, or related activity; however, such uses may be established subject to permitting, except for when:

2.2 CLEAN UP

- A. All debris resulting from the operation under this contract and all tools and apparatus are to be removed from the site at the completion of the work and the site left clear and free from hazards, to the satisfaction of the City.
- B. Bidders shall assume that all movable equipment and furnishings left on the premises during the bidding period shall remain the property of the occupant or owner and shall be removed by him/her prior to commencement of demolition and removal. Any such movable equipment or furnishings remaining on the premises after the date indicated shall become the property of the contractor and he/she shall remove same from premises.
- C. All fixed equipment which is on the premises during the bidding process shall become the property of the contractor and he/she shall remove same from premises.

APPENDIX A: DEMOLITION PROTOCOL

The following protocol is to be implemented for projects in the City of Sanford that involve the demolition of structures and is intended to reduce the generation and potential release of lead dust and debris into the adjacent area and secure the site:

- Due to the age of the properties being demolished presume that there is lead-based paint in the property.
- Except in emergency circumstances, the City will take steps to inform residents, businesses and other organizations within a 150 foot radius of the site of the planned demolition activities in advance of the demolition beginning. The City will print color flyers describing the precautions that are recommended to be taken to minimize lead exposure. Warning signs will be posted on the properties to be demolished during the 2 day prior to demolition and signs alerting traffic will be posted on the day of demolition.

All demolitions in the City of Sanford must comply with the following:

- The contractor shall secure the site prior to demolition.
- Prior to the commencement of demolition activity, the owner/contractor shall provide the building official with the following:
 - A completed demolition permit, including required demolition notification accompanied by the requisite fees.
 - Sign-offs for utility disconnects from the natural gas and electric companies and the municipal sewer and water districts. Sign-offs from cable and telephone companies are optional.
 - Documentation of hazardous material assessment and abatement in accordance with Maine Department of Environmental Protection regulations, if available.
- The contractor shall notify Dig-Safe seventy-two (72) hours prior to initiating any demolition activity.
- The contractor shall follow the procedures for handling and disposing of all regulated materials as required by the State of Maine. See MEDEP guidance on Asbestos Inspections.
- Demolitions shall comply with all applicable state and federal regulations.
- All demolition and debris will be removed from site in trucks that have proper covering screens.
- Wind and water erosion shall be done in accordance with the following: Temporary erosion and sediment control measures in keeping with the applicable best management practices shall be in place on premises in as necessary during and after the completion of demolition activity.
- During the course of the demolition project, when temperatures are above freezing the contractor shall practice dust control by wetting down the building and its debris during the active part of the demolition and loading the debris onto the transport vehicle.
- Temperature and other weather conditions shall be given consideration when scheduling demolitions during the winter months.
- The contractor shall prevent the accumulation of mud and fill material on streets and sidewalks from erosion and vehicles exiting the site.
- The contractor shall establish direct routes to final disposal site(s) to minimize impact on residential areas.

APPENDIX B: SITE MAP



Notes:

Subject Properties – K28-67 highlighted in yellow

City Notification (2 days prior to demolition) to red shaded properties

Red circle indicates residential buildings 150 feet from subject property

APPENDIX C: PROPERTY DESCRIPTION



Notes:

60 ft. x 20 ft garage

Estimate \$100.00 Code Enforcement Demolition Permit

Estimate \$5.00 Public Works Permit

Wood chips – hauled from Public Works on their schedule

Demolish and remove any superstructure and basement/slab structure

Coordinate roof separation with City and asbestos contractor, separate disposal canister on-site

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 18 WINTER STREET GARAGE BUILDING

BID DUE: TUESDAY, SEPTEMBER 13, 2022 @ 12:00 PM

PRE-BID: TUESDAY, SEPTEMBER 6, 2022 @ 12:00 PM

PROPOSAL FORM

TO: Ian Houseal, Director of Community
Development City of Sanford
City Hall, 919 Main Street
Sanford ME 04073

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **March 17, 2022** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	18 Winter Street Garage Building (demolition; removal; hauling; clean fill; and site finishing with wood chips) NOT INCLUDING TIPPING FEES	\$
One time unit price for additional clean fill (/CY price)		\$ /CY
One time unit price for additional mulch (/CY price)		\$ /CY

State equipment to be used: (list all equipment)

List all Sub-Contractors:

The undersigned further agrees to complete work by:	
The undersigned acknowledges the receipt of addenda #:	

The undersigned further agrees that after notification by the City of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within five (5) days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within five (5) days after the execution of the contract unless otherwise specified in the Supplemental Specifications or directed by the City in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds **are not** required.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Sanford and of the State of Maine, in that order.

The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of Sanford is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the City Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

Accompanying this proposal is a bid security deposit in the amount of:

%	\$
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which is to become the property of the City by forfeiture if the undersigned fails, after notification by the Director of Community Development of the acceptance of his/her proposal, to execute a contract with the City within five (5) days agreed to herein; or, in case the undersigned withdraws his/her proposal within thirty (30) days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

FIRM NAME	
INDIVIDUAL NAME	
TITLE	
LEGAL ADDRESS	
PLACE OF BUSINESS	
FIRM'S IRS ID #	
DATE	
TELEPHONE #	
FAX #	
E-MAIL ADDRESS	
SIGNATURE	

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 18 WINTER STREET GARAGE BUILDING

PRE-BID: TUESDAY, SEPTEMBER 6, 2022 @ 12:00 PM

BID DUE: TUESDAY, SEPTEMBER 13, 2022 @ 12:00 PM

SAMPLE AGREEMENT

This Agreement entered into at Sanford, Maine this __ day of **September, 2022**, by and between the **City of Sanford** a municipal corporation with a principal place of business in Sanford, York County, Maine (hereinafter referred to as “**City**”, which expression shall include its successors and assigns) and Joe Gammon and Sons Excavation, a corporation with a place of business at 223 East Road, Wales Maine 04280 (hereinafter sometimes collectively referred to as “**Contractor**”, which expression shall include their heirs, successors and assigns).

I. WHEREAS:

- A. The City desires to have certain buildings demolished at the following locations;
 - **18 Winter Street;**
- B. Contractor desires to provide demolition services to the City for the purposes of accomplishing the complete demolition of **listed locations**; and
- C. The parties have reached an agreement with respect to the same which they wish to reduce to a written memorandum.

II. NOW, THEREFORE, for consideration paid, including without limitations the mutual covenants and undertaking more fully hereinafter expressed, the parties do hereby agree as follows:

- A. **Scope of Services:** Contractor agrees and undertakes to demolish **listed locations** in its entirety, according to the Request for Proposals including the specifications, proposal form, and notice to contractors, and all associated appendices attached hereto. The scope of Contractor’s undertaking includes the following:
 - 1. Demolition of the aforesaid structures located upon land in the City of Sanford;
 - 2. Securing all demolition permits from the State of Maine, or the City of Sanford and paying for any fees required with respect to such permit;
 - 3. Removal of all obstructions and debris from the site;
 - 4. Any Asbestos Containing Materials has been properly identified or treated as suspect and if found shall be properly handled and disposed according to State Law;
 - 5. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the City, in accordance with the laws of the United States and the State of Maine and ordinances of the City of

Sanford; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account, as set forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage;

6. The Contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement. The contractor shall identify all sites and fee estimates to be used prior to contract signing.
7. Disconnection and capping of any water or sewer service(s) currently connected at **listed locations** approximately 6 feet from the foundation edge;
8. Foundation walls, footers and floors shall be completely removed and disposed of. The foundation hole shall be filled with clean soil as part of the Base Bid;
9. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the City of Sanford, including, without limitations, conformity with all the reasonable demands of the Fire Department;
10. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Sanford Police Department and Building Official. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the City any permit for the temporary closing of such streets.
11. Buildings will be demolished in a safe and orderly way and comply with all State and Federal regulations. Neighbors' areas must be policed every day for any debris on his/her properties.
12. During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles.
13. The contractor shall maintain control of the site from the start of demolition until complete. The perimeter of the site shall be demarcated for No Entry and signs to that effect shall be posted.

B. Time and Sequence of Demolition: Demolition and removal shall be completed within 20 days from Notice to Proceed. In the event during the course of the demolition project, hazardous waste, chemicals, toxic or otherwise, are found to exist, which are known to Contractor at the time of execution of this Contract, the Contractor shall immediately notify the City. The Contractor shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the

hazardous removal parties are required to return and be upon the premises for the removal of any “after discovered” materials. Contractor shall commence demolition within five (5) business days after the date of execution of this Agreement.

- C. **Contract Price and Payment:** The City agrees to pay Contractor for the services called for in this Contract. Contractor shall be solely responsible for collection of any sales tax upon sale of salvage, and for remittance of the same to the State of Maine and shall hold the City harmless from and indemnify the City against any liability for the collection of such tax.
- D. **Compliance with Laws:** The bidder’s attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, City Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the City and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulations by themselves or by their employees.
- E. **INSURANCE:** The Contractor shall furnish proof of coverage with adequate insurance of the types- and to the limits specified below naming the City of Sanford as additional insured. Certificate of such insurance shall be filed with the Director of Community Development within 5 days from Notice of Award.
WORKERS’ COMPENSATION: Workers’ Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$500,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter’s employees unless such employees are covered by the protection afforded the Contractor.
AUTOMOTIVE LIABILITY INSURANCE: Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.
GENERAL LIABILITY INSURANCE: General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.
- F. **Indemnity:** Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims and/or liabilities for (1) injury to person or property arising on or adjacent to the premises proximately caused by Contractor’s negligence during the period of Contractor’s services; (2) the unlawful, improper or negligent disposal of debris from **listed locations**; (3) the assertion of a lien or right to a lien, whether at law or in equity by any sub-contractor of the Contractor, claiming such lien to have arisen, in whole or in part, by reason of the services contemplated under the terms of this Contract on behalf of Contractor. This obligation of indemnity shall include the payment of costs and attorney’s fees reasonably incurred by the City in connection with the defense of any action or proceeding arising from such claims and/or liabilities.

The Contractor shall be responsible for all damages to property, or injury to persons arising out of their actions or failure to act. The Contractor shall defend, indemnify and hold harmless the City from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract. The Contractor shall have no liens or encumbrances which would adversely affect the ability of the Contractor to perform as stipulated under this agreement, its terms and conditions.

- G. **Assignment:** Contractor may not assign or delegate this Contract or their obligations hereunder without the prior express written permission of the City of Sanford.
- H. **Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the City; the City makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any warranty of any kind whatsoever. The City is aware of no competing claims of liens which may encumber the property or personal property interests therein.
- I. **Bond Requirements:** Not required for this project.
- J. **Termination:** the City may terminate this Agreement for convenience upon thirty (30) days' written notice to the Contractor, in which case, the City shall pay the Contractor for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the City terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.
- K. **Default:**
 - 1. In Contractor fails to timely perform its obligation hereunder and written notice of such failure shall be sent to Contractor by the City and such defaults is not cured within ten (10) days after receipt of said notice, or if such default shall be of the character that it cannot be completely cured within ten (10) days after receipt of said notice, if Contractor shall not within this period commence to cure such failure and thereafter proceed with reasonable diligence to cure same, the City may terminate this Contract without further obligations to the Contractor. No materials may be removed from the City premises after receipt by Contractor of such ten (10) day notice, unless cure be effectuated.
 - 2. In the event that the letter of credit furnished pursuant to the provisions of Paragraph I above shall fail to have been renewed for an additional one (1) year term and the expiry date of the letter of credit shall be reached within thirty (30) days, the City shall have the right to draw upon the letter of credit.
 - 3. In the case where Contractor is required to do any act under the terms of this Agreement, delays which are caused by or resulting from an act of God, war, civil unrest, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, or other causes beyond Contractor's reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time or a reasonable time.

- L. **Notices:** In the event it becomes necessary for any party to this Contract to give written notice to the other party, such notice shall be sent via U.S Postal Service, postage prepaid, first class mail, and such notice shall be deemed to have been received on the third day following the date of mailing of such notice. The notice may also be hand-delivered, in which case it shall be deemed to have been received on the day so delivered. In the event any notices are required by or useful under the terms of this Contract, such notices shall be given in the case of:

City to: City of Sanford
Ian Houseal, Director of Community Development
City Hall, 919 Main Street
Sanford ME 04073

the Contractor to: Joseph R. Gammon
Joe Gammon and Sons Excavation
223 East Road
Wales, Maine 04280

- M. **Integration and Modification:** This Agreement contains and expresses the entire contractual relationship between the parties and there are no other promises, undertakings, representations or obligations of any kind existing between the parties which do not appear on the face hereof. This Agreement may not be modified or abrogated except by means of a writing signed by both parties.
- N. **Remedies:** Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters in question between the City and the Contractor arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.
- O. **Force Majeure:** Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.
- P. **Severability:** Any term or provision of this Agreement that is declared invalid by any court of competent jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- Q. **Miscellaneous:**
1. Any components of **listed locations** which Contractor wishes to sell for salvage must be removed from the premises by Contractor on or before the expiration of the time for completion of Contractor's services hereunder. At the time of such removal of each component from the City's premises, title to such component

shall immediately vest in Contractor and responsibility for lawful disposal (or sale) of such components shall thereafter remain solely Contractor;

2. Time is of the essence with regard to this Agreement;
3. Contractor agrees to attend pre-demolition meetings with such officials as may be designated by the Director for such purpose by the City. At that time, Contractor shall submit to the City a progress schedule;
4. Contractor shall provide for maintenance of traffic in accordance with Subsection 104.04 and 107.11 of the Maine State Highway Commission Standards Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:
 - a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
 - b. Contractor shall make arrangements with the Chief of Police, the Chief of the Fire Department, and other City officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
 - c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the City of Sanford. All such temporary traffic controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel, a 48 hour notice will be given by Contractor to the City of Sanford, the Chief of the Fire Department, the Chief of Police and the Public Works Director. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Engineer. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.
 - d. The City of Sanford or any of their duly authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall preserve all such records for a period of three (3) years after the final payment and all other pending matters are closed.
 - e. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this

Agreement, or to any benefit to arise from the same. No member, officer, or employee of the City of Sanford or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract with the program assisted under this Agreement.

1)	18 Winter Street Garage Building (demolition; removal; hauling; clean fill; and site finishing with wood chips) NOT INCLUDING TIPPING FEES	\$
One time unit price for additional clean fill (/CY price)		\$ /CY
One time unit price for additional mulch (/CY price)		\$ /CY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Owner
CITY OF SANFORD, MAINE

By:

Witness

Steven R. Buck, City Manager

Contractor:

By:

Witness



FINDINGS AND ORDER

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

BRADLEY ESTABOOK
 15 WILLIAMSBURG CIRCLE, UNIT B
 LACONIA, NH 03246

NEW RESIDENTIAL MORTGAGE LLC
 1100 VIRGINIA DRIVE
 FORT WASHINGTON, PA 19034

FIRST COMMUNITY BANK
 PO BOX 989
 BLUEFIELD, VA 24605

18 WINTER STREET, SANFORD MAINE

On May 18, 2021 the Municipal Officers of the City of Sanford, Maine held a hearing to determine whether 18 Winter Street, Sanford identified as Tax Map K28, Lot 67 and further described in a Deed recorded in the York County Registry of Deeds at Book 17371, Page 287 and Mortgages recorded at Book 14314, Page 300 and Book 14314, Page 326, 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. Notice of this hearing was duly served on the owner and parties in interest and advertised in the newspaper on April 23, 30, and May 7 as required by Law when an owner or party in interest is unknown or is not ascertainable with reasonable diligence. In addition, notice of the option to participate in this hearing was communicated to the owner by email. Parties in interest did not communicate to the City of Sanford prior to the hearing that they intended to be present and testify at the hearing.

The following persons were present and testified:

- A. City of Sanford Director of Community Development, Ian Houseal
- B. City of Sanford Code Enforcement Officer, Aaron Lederer
- C. Property Owner/Representative: none

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. The owner has owned the two-dwelling-unit building (the property) since 2004.
- B. The building is abandoned as evidenced by:
 - No water service to the building since July 2017, and therefore no habitable occupancy since that time;
 - Doors and windows are broken, left unlocked, open, and missing and generally unsecured and the property is unmanaged and is therefore inviting to trespassers and vandals;
 - Personal property and furnishings indicating habitable occupancy are absent from the property and any remaining personal property is damaged or unusable and generally describable as junk, debris, and household trash and is a fire hazard and is unsanitary;
 - The building and property is deteriorating so as to constitute a threat to public health and safety;
 - A mortgagee initiated foreclosure proceedings in December 2018 and has taken steps to take possession of the property, but has not completed that process;
 - Vandalism and other illegal acts were committed on the premises;

- Electrical power is disconnected with no electrical meters present on the building.
- C. The building is dilapidated as evidenced by plant overgrowth, missing siding, broken windows, missing windows, broken doors, deteriorated decks.
- D. Inspections on May 16, 2019 and February 2, 2021 found violations of City Code § 90-13B(5), *2015 International Property Maintenance Code* as adopted by reference:
 - Unsecure building and trespassing reported from the Police. § 108.1.5.7.
 - Deteriorated and unmaintained exterior. § 304.1.
 - Deteriorating and sagging garage roof. § 304.1.1.8.
 - Chimney falling down. § 304.11.
 - Utilities disconnected. § 108.1.5.
 - Structure in disrepair and lacks maintenance. § 108.1.3.
 - Squatters found living in property. § 108.1.5.
 - Exterior walls have holes, breaks, loose or rotting material. § 304.6.
 - Decks are deteriorated and inadequately supported or anchored. § 304.1.1.12.
 - Weed growth on exterior and through windows. § 302.4.
- E. Reports of trespassing were followed-up upon by the Police in eight instances between 2019 and May 2021 and other complaints illegal acts being committed on the premises have been made to local law enforcement agencies.
- F. The building was secured pursuant to 17 M.R.S.A. § 2856 and posted no trespassing on March 25, 2021 with Notice recorded in the Registry of Deeds at Book 18647, Page 108.

Based on the foregoing findings, the Municipal Officers adjudge that 18 Winter Street is a dangerous building and nuisance because the building is unsafe and unsanitary; constitutes a fire hazard; is improper for the occupancy to which it is put; constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, and abandonment; and is otherwise dangerous to life and property because the abandoned building and unmanaged and uncared for condition of the property contributes to blight, acts as an attractive nuisance for vandalism and other illegal acts, all of which also negatively impact the property value, health, safety, and welfare of surrounding properties and their occupants and their wellbeing.

THEREFORE IT IS ORDERED that to protect the health, safety, and welfare, 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/hazardous waste, and dangerous 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 said dangerous building and nuisance is to be immediately abated (building removed/ disposed/ secured.)

AND BE IT FURTHER ORDERED, if the owner or party in interest demonstrates the ability and willingness to satisfactorily rehabilitate the building 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 and nuisance 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 building 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 removal/ disposal/ securing) of the said dangerous building and nuisance.

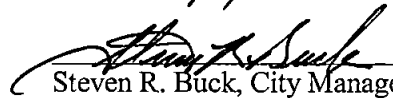
AND BE IT FURTHER ORDERED that, if this Order is not timely complied with and no timely appeal is taken, the City Manager may undertake the ordered corrective action at municipal expense and recover all expenses, including reasonable attorney's fees, by means of a special tax or civil action.

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 6 to 0 in favor of this Findings and Order at the May 18, 2021 City Council meeting.

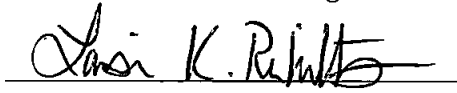
The MUNICIPAL OFFICERS OF THE CITY OF SANFORD reviewed and voted 5 to 0 in favor of the authorizing the City Manager to sign this Findings and Order, record it in the Registry of Deeds, and serve it upon the owner and parties-in-interest as required by Law, at the June 1, 2021 City Council meeting.

Dated: 6/4/2021


Steven R. Buck, City Manager

STATE OF MAINE, York County, ss.

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


Notary Public

Lorisa Ricketts
Notary Public, State of Maine
My Commission Expires April 16, 2022

SEAL

Memo



Number:

To: City Council

From: Lorisa Ricketts, Administration

Date: 2022-09-20 18:00:00

Subject: Adoption of a proclamation in recognition of Constitution Week to be signed by the Mayor on behalf of Sanford City Council.

RECOMMENDATION

Adoption of a proclamation in recognition of Constitution Week to be signed by the Mayor on behalf of Sanford City Council.

Background Information:

The Rebecca Emery Chapter of the National Society of the Daughters of the American Revolution has requested Sanford's participation in this year's celebration of the 235th Anniversary of the United States Constitution.

ATTACHMENTS

- [Constitution Week Proclamation 2022.pdf](#)

Constitution Week Proclamation

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention;

and WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion;

and WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Anne-Marie Mastraccio by virtue of the authority vested in me as Mayor of the City of Sanford in the State of Maine do hereby proclaim the week of September 17 through 23 as CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this _____ day of September of the year of our Lord two thousand and twenty-two

Signed _____

SEAL

Memo



Number:

To: City Council

From: Lorisa Ricketts, Fire

Date: 2022-09-20 18:00:00

Subject: Ordered, to accept the award of an Assistance to Firefighters Grant to fund training for the rapid intervention team in the amount of \$174,545.45

RECOMMENDATION

Ordered, to accept the award of an Assistance Firefighter Grant to fund training for the rapid intervention team in the amount of \$174,545.45

Background Information:

See attached.

ATTACHMENTS

- [EMW-2021-FG-03308 - Award Package.pdf](#)

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/09/2022



Robert Arnold
SANFORD, CITY OF
919 MAIN ST
SANFORD, ME 04073

EMW-2021-FG-03308

Dear Robert Arnold,

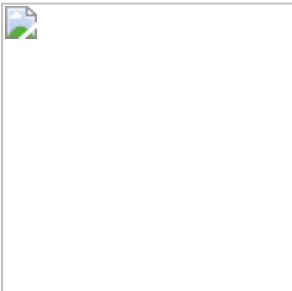
Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$174,545.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$17,454.55 for a total approved budget of \$192,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: SANFORD, CITY OF

UEI-EFT: K6BGW6B1VCD5

DUNS number: 093629723

Award number: EMW-2021-FG-03308

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$192,000.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$174,545.45
Non-federal	\$17,454.55
Total	\$192,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Training

Rescue

DESCRIPTION

This budget is intended to cover the expenses of Instructors, wages and backfill for students as needed.

QUANTITY	UNIT PRICE	TOTAL
48	\$1,000.00	\$48,000.00

BUDGET CLASS

Personnel

CHANGE FROM APPLICATION

Quantity from **75** to **48**

JUSTIFICATION

This reduction is because the number of training participants requested exceeds the number of personnel in your department.

Rescue

DESCRIPTION

This is a 40 hour class that spans 5 consecutive days with a maximum number of students each time. The intent is to host/attend multiple sessions of the program so as not to short any one agency of staff during the process.

QUANTITY	UNIT PRICE	TOTAL
48	\$3,000.00	\$144,000.00

BUDGET CLASS

Personnel

CHANGE FROM APPLICATION

Quantity from **75** to **48**

JUSTIFICATION

This reduction is because the number of training participants requested exceeds the number of personnel in your department.

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: SANFORD, CITY OF

UEI-EFT: K6BGW6B1VCD5

DUNS number: 093629723

Award number: EMW-2021-FG-03308

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplication of Benefits
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	Energy Policy and Conservation Act
Article 16	False Claims Act and Program Fraud Civil Remedies
Article 17	Federal Debt Status
Article 18	Federal Leadership on Reducing Text Messaging while Driving
Article 19	Fly America Act of 1974
Article 20	Hotel and Motel Fire Safety Act of 1990
Article 21	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article 22	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 23	Lobbying Prohibitions
Article 24	National Environmental Policy Act
Article 25	Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article	Non-Supplanting Requirement	26
Article	Notice of Funding Opportunity Requirements	27
Article	Patents and Intellectual Property Rights	28
Article	Procurement of Recovered Materials	29
Article	Rehabilitation Act of 1973	30
Article	Reporting of Matters Related to Recipient Integrity and Performance	31
Article	Reporting Subawards and Executive Compensation	32
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	33
Article	SAFECOM	34
Article	Terrorist Financing	35
Article	Trafficking Victims Protection Act of 2000 (TVPA)	36
Article	Universal Identifier and System of Award Management	37
Article	USA PATRIOT Act of 2001	38
Article	Use of DHS Seal, Logo and Flags	39
Article	Whistleblower Protection Act	40
Article	Environmental Planning and Historic Preservation (EHP) Review	41
Article	Applicability of DHS Standard Terms and Conditions to Tribes	42
Article	Acceptance of Post Award Changes	43
Article	Disposition of Equipment Acquired Under the Federal Award	44
Article	Prior Approval for Modification of Approved Budget	45
Article	Indirect Cost Rate	46
Article	Award Performance Goals	47

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	<p>Civil Rights Act of 1968</p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>
Article 10	<p>Copyright</p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
Article 11	<p>Debarment and Suspension</p> <p>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
Article 12	<p>Drug-Free Workplace Regulations</p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
Article 13	<p>Duplication of Benefits</p> <p>Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 21	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 22	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 23	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 24	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 25	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 26	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 27	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 28	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 29	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 30	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 31	<p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 32	<p>Reporting Subawards and Executive Compensation</p> <p>Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.</p>
Article 33	<p>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials</p> <p>Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or</p>

permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 36 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 37	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 38	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 39	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 40	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 41	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 42**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 43**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 44**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 45**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 46**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 47**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FG-03308	2. Amendment No. N/A	3. Recipient No. 016000355	4. Type of Action AWARD	5. Control No. WX00671N2022T		
6. Recipient Name and Address SANFORD, CITY OF 919 MAIN ST SANFORD, ME 04073		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Robert Arnold		9a. Phone No. 2073249162	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/09/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/16/2022 to 09/15/2024 Budget Period 09/16/2022 to 09/15/2024		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$174,545.45	\$174,545.45	\$17,454.55
Totals			\$0.00	\$174,545.45	\$174,545.45	\$17,454.55
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	09/09/2022

Memo



Number:

To: City Council

From: Steven Benotti, Fire

Date: 2022-09-20 18:00:00

Subject: Ordered, to authorize sale of Fire Engine 2 to the Town of Alfred.

RECOMMENDATION

Approve sale of Engine 2 for the mutually agreed upon price of \$12,000 as is with no warranty to the town of Alfred.

Background Information:

Engine 2 will soon be surplus property for the city with the delivery of the new Engine 3. Engine 2 has served the city well but now has over 300,000 miles equivalent on it. The truck is sound and has been well maintained but does have a limited life span left. This would be a great truck for Alfred to use as a stop gap measure before they can attain a new pumper which is a long process at this time. Alfred has been a good partner with automatic mutual aid for our fires and this would reward that as well gain a continued response from them.

Legal Review Status:

N/A

Sub-Committee or Board Recommendation:

This item was discussed at Property Subcommittee on 9/13/22 and moved forward with consensus for City Council action.

Financial Impact or Review:

This truck is worth about \$10-12,000. but will be hard to dispose of because of the number of used trucks available. Our last pumper was sold for \$6000 through a bid process.

ATTACHMENTS

- [engine_2.jpg](#)

216

