A G E N D A

MEETING - Municipal Operations & Property Manager's Conference Room

Tuesday, November 16, 2021
9:30 AM

Meeting Format

This meeting will be in conducted 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 August 3, 2021, reflecting recent recommendations of the U.S. CDC and adoption by the State of Maine CDC pertaining to the conduct of meetings indoors in the public space. Members of the public may join the meeting by phone by dialing 1 (929) 205-6099 using Meeting ID 818 5818 4446 and Password 923307, or via computer at https://us02web.zoom.us/j/81858184446?pwd=eGI2eWFKZDNFOW9qUVF4WWI3ME5qdz09. Members of the public may also submit comments by using the form on the City's Website under Email City Departments/City Council.

This is a work session of the "Sanford City Council" and not a business meeting of the City Council. The meeting is open to the public but is not a public hearing. The Chairperson shall conduct the work session with the Committee Members and may elect to call upon the public in attendance for either questions or to obtain input and information. All work products will be developed by consensus and forwarded as advisory to the full Council for any matter warranting legislative action by the City Council at a business meeting so posted and assembled.

Airport

21-528-01 ORDERED TO (1) approve a capital improvement project including infrastructure and road extensions located at the Sanford Seacoast Regional Airport and other expenses reasonably related thereto (the "Project");
(2) appropriate a sum of up to $250,000, plus any additional premium, to fund the Project;
(3) authorize the Mayor and the Treasurer to issue general obligation securities of the City (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed $250,000, plus any additional premium, to fund the appropriation; and
(4) delegate to the Mayor and Treasurer the authority and discretion to fix the dates, maturities, interest rates, denominations, calls for redemptions (with or without premium), form, refundings, agreement(s), and other details of said securities, including authority to execute and deliver the securities, certifications, and agreements, including the execution of any loan agreements, relating to the purchase and financing on behalf of the City

21-529-01 ORDERED TO direct and authorize the City Manager to enter into the specific credit enhancement agreement with the owners of the LabelTech, LLC property in substantially the form as presented to the City Council and consistent with the

terms of the Development Program.

21-530-01 ORDERED TO AUTHORIZE AND DIRECT THE CITY MANAGER to enter into the specific credit enhancement agreement with the owners of the Sumner Properties, LLC property in substantially the form as presented to the City Council and consistent with the terms of the Development Program.

Administration

21-122-01 Report on research into sidewalk snow clearing and treatment for icy conditions in the downtown

21-535-01 Discussion on licensing for use of dumpsters and enforcement of requirements.

21-533-01 Ordered, to enter into Executive Session pursuant to 1 M.R.S.A. § 405(6) (C) to discuss the disposition of City property, an offer made on 12 Proulx Ct, listed for sale.

Memo

Number:

To: Municipal Operations & Property

From: Allison Navia, Airport

Date: 2021-11-16 08:30:00

Subject: ORDERED TO (1) approve a capital improvement project including infrastructure and road extensions located at the Sanford Seacoast Regional Airport and other expenses reasonably related thereto (the "Project");
(2) appropriate a sum of up to $250,000, plus any additional premium, to fund the Project;
(3) authorize the Mayor and the Treasurer to issue general obligation securities of the City (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed $250,000, plus any additional premium, to fund the appropriation; and
(4) delegate to the Mayor and Treasurer the authority and discretion to fix the dates, maturities, interest rates, denominations, calls for redemptions (with or without premium), form, refundings, agreement(s), and other details of said securities, including authority to execute and deliver the securities, certifications, and agreements, including the execution of any loan agreements, relating to the purchase and financing on behalf of the City

RECOMMENDATION

Review and discuss Presidential Lane Extension progress items:
$250,000 bond
LabelTech LLC Credit Enhancement Agreement (separate Public Hearing and Motion)
Sumner Properties LLC Credit Enhancement Agreement (separate Public Hearing and Motion)

Background Information:

This bond helps fund Phase One of the Presidential Lane Extension project, an economic development project within the Sanford Solar Tax Increment Financing District. The purpose of the project is to create the baseline infrastructure to reduce the barrier to development for aeronautical development on the west side of the airfield. By designing, permitting, and building the access road and associated utilities to each hangar lot developers are encouraged to invest in our Airport. This is evident by the three new hangars, one completed for the housing of Life Flight of Maine, one nearing construction completion, and one set to be constructed in spring 2022. One lease option is currently executed for another hangar and two more lease options are forthcoming in the next couple week for two ten unit t-hangar buildings. This

represents millions of dollars of investment, job creation, additional based aircraft, associated fuel sales, lease revenue, and activity at the Sanford Airport. The bond will be paid for with a combination of TIF District revenue and infrastructure fees paid by each new hangar construction as it takes place. There will, therefor, be no impact to taxation for this bond. Future bonds of this nature will be required for this project to achieve completion. It is estimated that two more will be needed in the the next two years as Phases Two and Three and constructed. Phase 1 included 12" water main with domestic and fire suppression stubs to each future lot, sewer main with stubs to each lot, natural gas main with stubs to each lot, electrical vaults and conduit to accommodate single or three phase power 2/3 of the way down the total road to be built, communications and data manholes with conduit to accommodate internet and phone services (including SanfordNet Fiber should the tenant choose to tie in), and associated drainage and storm water treatment necessary for this Phase. Phase 1 was approved with this bond as part of the financing plan during the budget process for FY 21/22.

Legal Review Status:
Complete

Sub-Committee or Board Recommendation:
The Budget Committee approved the Capital Plan which includes this project. The Airport Advisory Committee has also had many presentations and discussions on the development of this project and supports it.

Administrative or Departmental Review :
The City Manager, Airport Manager, Finance Director, Treasurer, and Assessor have been working together to smoothly execute this economic development project.

Financial Impact or Review:
The bond will be paid for with a combination of TIF District revenue and infrastructure fees paid by each new hangar construction as it takes place. There will, therefor, be no impact to taxation for this bond.

ATTACHMENTS

- PUBLIC NOTICE AD PPH Sanford Airport nov 4.pdf
- Declaration of Official Intent - Sanford 2021 Airport GOB.doc
- SFM West Side Development Plan 2021.2022.pdf
- Airport TIF district - tax map.pdf

NOTICE OF PUBLIC HEARINGS CITY OF SANFORD
regarding
Credit Enhancement Agreement between the City of Sanford and LabelTech, LLC relating to the "Sanford Airport Omnibus Municipal Development and Tax Increment Financing District,"
Credit Enhancement Agreement between the City of Sanford and Sumner Properties, LLC relating to the "Sanford Airport Omnibus Municipal Development and Tax Increment Financing District"
and
General Obligation Bond Project Notice and Proposed City Council Approving Order
November 23, 2021 at 6:00 PM
VIA REMOTE MEETING *OR* IN PERSON AT CITY HALL CHAMBERS 917 MAIN STREET, THIRD FLOOR, SANFORD, MAINE AS IDENTIFIED BELOW

Notice is hereby given that the Sanford City Council will hold three public hearings for the purpose of receiving public comments on: (1) a proposed credit enhancement agreement between the City of Sanford and LabelTech, LLC, relating to the development of lots or parcels of land on or adjacent to Presidential Lane at the Airport and identified as Hangar W58, located within the Sanford Airport Omnibus Municipal Development and Tax Increment Financing District; (2) a proposed credit enhancement agreement between the City of Sanford and Sumner Properties, LLC, relating to the development of lots or parcels of land on or adjacent to Presidential Lane at the Airport and identified as Hangar W59, located within the Sanford Airport Omnibus Municipal Development and Tax Increment Financing District; and (3) a proposed City Council Order that reads:

> Shall the City Council: (1) approve a capital improvement project including infrastructure and road extensions located at the Sanford Seacoast Regional Airport and other expenses reasonably related thereto (the "Project"); (2) appropriate a sum of up to $250,000, plus any additional premium, to fund the Project; (3) authorize the Mayor and the Treasurer to issue general obligation securities of the City (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed $250,000, plus any additional premium, to fund the appropriation; and (4) delegate to the Mayor and Treasurer the authority and discretion to fix the dates, maturities, interest rates, denominations, calls for redemptions (with or without premium), form, refundings, agreement(s), and other details of said securities, including authority to execute and deliver the securities, certifications, and agreements, including the execution of any loan agreements, relating to the purchase and financing on behalf of the City?

The public hearings regarding the proposed credit enhancement agreements are proposed pursuant to the provisions of the Development Program for the Sanford Airport Omnibus Municipal Tax Increment Financing District. Copies of the proposed credit enhancement agreements are on file with the City of Sanford Airport office at 9 Presidential Lane, Sanford, ME 04073 and can be viewed on-line at www.sanfordmaine.org/airport. They can also be obtained by calling (207) 324-3172 during normal business hours and requesting that a copy be mailed to you. All interested persons are invited to participate in these three public hearings and will be given an opportunity to be heard.

The Sanford City Council will hold these public hearings in person at City Hall Chambers at the address stated above unless there is an emergency due to the U.S. CDC Community Transmission levels for SARS-CoV-2 Rates as mapped by County Level reaching "Substantial" or "High" for York County, Maine, in which case the the public hearings will be held remotely using Zoom. Virtual meetings are allowed pursuant to 1 M.R.S. §403-B and Section 6-B of the City of Sanford City Council Rules and Order of Business.

Instructions for joining the meeting are found on the City's website at https://www.sanfordmaine.org/meetings.

Public comments will be taken at the meeting and written comments should be submitted to anavia@sanfordmaine.org Written comments will be accepted until Noon on November 15, 2021.

CITY OF SANFORD, MAINE
2021 GENERAL OBLIGATION BOND

DECLARATION OF OFFICIAL INTENT

WHEREAS, the City of Sanford, Maine (the "Issuer") currently intends to proceed with the design and construction of various capital improvement projects consisting of infrastructure and road extensions located at the Sanford Seacoast Regional Airport (the "Project");

WHEREAS, the Issuer intends to finance the costs of the Project through the issuance of tax-exempt bonds (the "Obligation");

WHEREAS, the Issuer anticipates making certain expenditures with respect to the Project prior to the issuance of the Obligation;

WHEREAS, the Issuer intends to allocate certain proceeds of the Obligation to reimburse the Issuer for any such expenditures made with respect to the Project; and

WHEREAS, Treasury Regulation Section 1.150-2 requires that the Issuer declare its official intent to reimburse any expenditure with respect to the Project no later than sixty (60) days after the payment of such expenditures;

NOW THEREFORE, the Issuer does hereby declare its official intent as follows:

1. Declaration of Intent. This declaration is a Declaration of Official Intent under Treasury Regulation Section 1.150-2. The Issuer intends to reimburse any expenditures made on the Project with the proceeds of the Obligation. All expenditures to be reimbursed will be made prior to the date of the issuance of the Obligation.

2. Intention to Reimburse. On the date hereof, the Issuer reasonably expects to reimburse its expenditures made with respect to the Project from the proceeds of the Obligation.

3. General Description of Property to Which Reimbursement Relates. The following is a general functional description of the type of property for which the expenditures to be reimbursed are paid: See definition of the Project above.

4. Statement of Expected Debt. The maximum principal amount of debt expected to be issued for the Project is $250,000.

5. Identification of Source of Funds. Expenditures made on the Project shall be paid from the Issuer's general fund.

6. Public Availability of Official Intent. This Declaration of Official Intent shall be maintained as a public record of the Issuer and shall be maintained and otherwise supervised by the Clerk of the Issuer. This Declaration of Intent shall be continuously available for public inspection at the office of the Clerk during normal business hours of the Issuer until the date of

the issuance of the Obligation.

7. Reimbursement Period. The Issuer intends to reimburse expenditures made with respect to the Project within three (3) years of the later of the date on which the expenditure was paid or the date on which the Project is placed in service. Moreover, the Issuer intends that any expenditure to be reimbursed will be a capital expenditure as defined in Treasury Regulation Section 1.150-(b).

8. Reasonableness Standard for Declaring Official Intent. The Issuer believes that this Declaration of Official Intent is consistent with its budgetary and financial circumstances. None of the expenditures on the Project have been budgeted by the Issuer or otherwise provided for by reserves or other long-term holdings established by the Issuer. Moreover, the Issuer has not developed a pattern of failing to reimburse expenditures subject to other Declarations of Official Intent.

9. Miscellaneous Restrictions. This Issuer intends that none of the proceeds from the Obligation shall be used directly or indirectly in violation of the "anti-abuse rules" set forth in Treasury Regulation Section 1.150-2(h).

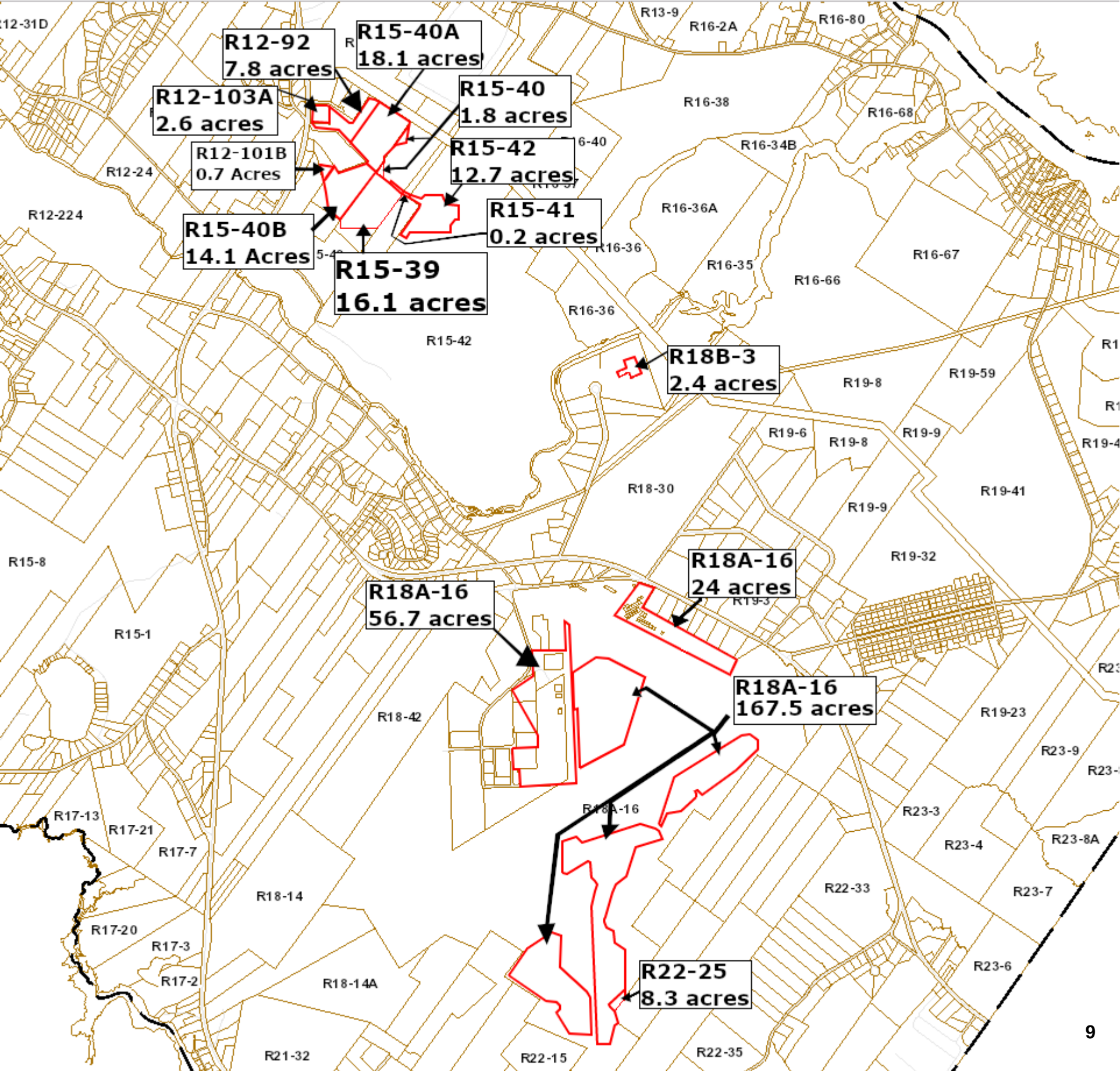
10. Authority of Declaration. This Declaration of Official Intent is adopted pursuant to approvals of the Project duly adopted by the legislative body of the Issuer.

DATED: _____

CITY OF SANFORD, MAINE

By:_____
Treasurer

SANFORD SEACOAST REGIONAL AIRPORT: WEST SIDE DEVELOPMENT 2021/ 2022


R12-92
7.8 acres
R15-40A
18.1 acres
R12-103A
2.6 acres
R15-40
1.8 acres
R12-101B
0.7 Acres
R15-42
12.7 acres
R15-41
0.2 acres
R15-40B
14.1 Acres
R15-39
16.1 acres
R18B-3
2.4 acres
R18A-16
24 acres
R18A-16
56.7 acres
R18A-16
167.5 acres
R22-25
8.3 acres
R12-31D
R13-9
R16-2A
R16-80
R16-38
R16-68
R16-34B
R12-24
R12-224
R16-36A
R16-67
R16-35
R16-66
R16-36
R15-42
R19-8
R19-59
R19-6
R19-8
R19-9
R18-30
R19-41
R19-9
R19-32
R15-8
R15-1
R18-42
R19-23
R23-9
R17-13
R17-21
R17-7
R18-14
R23-3
R23-4
R23-8A
R22-33
R23-7
R17-20
R17-3
R17-2
R18-14A
R23-6
R21-32
R22-15
R22-35

Memo

Number:
To: Municipal Operations & Property
From: Allison Navia, Airport
Date: 2021-11-16 09:30:00

Subject: ORDERED TO direct and authorize the City Manager to enter into the specific credit enhancement agreement with the owners of the LabelTech, LLC property in substantially the form as presented to the City Council and consistent with the terms of the Development Program.

RECOMMENDATION

ORDERED TO direct and authorize the City Manager to enter into the specific credit enhancement agreement with the owners of the LabelTech, LLC property in substantially the form as presented to the City Council and consistent with the terms of the Development Program.

Background Information:

ORDERED TO direct and authorize the City Manager to enter into the specific credit enhancement agreement with the owners of the LabelTech, LLC property in substantially the form as presented to the City Council and consistent with the terms of the Development Program.

Legal Review Status:

Complete

ATTACHMENTS

- PUBLIC NOTICE AD SSN Sanford Airport nov 5.pdf
- Labeltech Council Order (CEA with Omnibus District) - Draft (002).docx
- 20211028 - LabelTech CEA.docx

NOTICE OF PUBLIC HEARINGS CITY OF SANFORD

regarding

Credit Enhancement Agreement between the City of Sanford and LabelTech, LLC relating to the "Sanford Airport Omnibus Municipal Development and Tax Increment Financing District,"

Credit Enhancement Agreement between the City of Sanford and Sumner Properties, LLC relating to the "Sanford Airport Omnibus Municipal Development and Tax Increment Financing District"

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IN CITY COUNCIL
ORDER #_____
APPROVAL OF CREDIT ENHANCEMENT AGREEMENT WITH LABELTECH, LLC

WHEREAS, the City of Sanford (the "City") designated the **Sanford Airport Omnibus Municipal Development and Tax Increment Financing District** (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 6, 2019 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development approved the District and the Development Program on August 26, 2019; and

WHEREAS, the Developer has undertaken the lease of and construction on one of the Airport hangar parcels; and

WHEREAS, the City desires to contribute toward the capital cost of the Developer's development project at the Airport in the amount of up to $47,861.20;

WHEREAS, at the Vote, the City Council also authorized the City Council to approve additional credit enhancement agreements following a public hearing; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute one such credit enhancement agreement contemplated by and described in the Development Program.

ORDERED AS FOLLOWS:

The City Manager is hereby authorized and directed to enter into the specific credit enhancement agreement with the owners of the LabelTech, LLC property in substantially the form as presented to the City Council and consistent with the terms of the Development Program.

Dated:

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF SANFORD, MAINE

and

LabelTech, LLC

DATED: _____, 2021

TABLE OF CONTENTS

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____ __, 2021, between the City of Sanford, Maine (the "City"), a municipal corporation and political subdivision of the State of Maine, and LabelTech (the "Developer"), a formed under the laws of the State of Delaware.

WITNESSETH THAT

WHEREAS, the City designated the Sanford Airport Omnibus Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 6, 2019 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development approved the District and the Development Program on August 26, 2019; and

WHEREAS, the Developer has undertaken the lease of and construction on one (1) of the Airport hangar parcels (the "Hangar Parcel", as hereinafter identified); and

WHEREAS, the City desires to contribute toward the capital cost of the Project (hereinafter defined) in the amounts up to the total verified costs to the Developer of the extension of utilities needed for the Project that will also benefit other hangar tenants in the future;

WHEREAS, at the Vote, the City Council also authorized the City Council to approve additional credit enhancement agreements following a public hearing; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute one such credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

"Captured Assessed Value" means all (100%) of the Increased Assessed Value retained in the District in each Fiscal Year during the term of the District.

"CEA Years" shall have the meaning given such term in Section 2.3 below.

"City" shall have the meaning given such term in the first paragraph hereto.

"City Project Cost Subaccount" means the City Project Cost Subaccount of the Project Cost Account established and maintained according to Article II hereof.

"Commissioner" means the Commissioner of the Department.

"Current Assessed Value" means the then current assessed value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

"Department" means the Maine Department of Economic and Community Development.

"Developer" shall have the meaning given such term in the first paragraph hereto.

"Development Program" shall have the meaning given such term in the recitals hereto.

"Development Program Fund" means the Sanford Airport Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A § 5227(3)(A). The Development Program Fund shall consist of the Project Cost Account and a Sinking Fund Account, if necessary.

"District" shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 333 acres of land and identified on Exhibit F to the Development Program.

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"Fiscal Year" means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

"Hangar Parcel" means the lots or parcels of land on or adjacent to Presidential Lane at the Airport and identified as follows: Hangar W58.

"Increased Assessed Value" means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Fiscal Year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means $103,690, the taxable assessed value of the District as of March 31, 2019 (April 1, 2018).

"Project" means development project undertaken by the Developer at the Hangar Parcel.

"Project Cost Account" means the project cost account of the Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof, which includes the LabelTech Project Cost Subaccount and the City Project Cost Subaccount.

"Property Tax" means any and all *ad valorem* property taxes levied, charged or assessed against real property or personal property located in the District by the City, or on its behalf.

"LabelTech Project Cost Subaccount" means the LabelTech Project Cost Subaccount of the Project Cost Account and established and maintained pursuant to Article II hereof.

"State" means the State of Maine.

"Tax Increment Revenues" means that portion of all Property Taxes assessed and paid to the City in any Fiscal Year, in excess of any state or special district tax, upon the Captured Assessed Value.

"Tax Increment Revenues (Developer Share)" means all Tax Increment Revenues paid on property owned or leased by the Developer in the District at the Hangar Parcel subject to the total maximum payment amount identified in Section 2.3 hereof.

"Tax Payment Date" means the later of the date(s) on which Property Taxes are due and payable from the owners of property located within the City, or are actually paid by or on behalf of the Developer to the City.

"Tax Year" shall have the meaning given such term in 30-A M.R.S.A. §5222(18), as amended, to wit: April 1 to March 31.

Section 1.2 Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein, "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons means and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing, and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1 Creation of Development Program Fund.

Within sixty (60) days after the date hereof, the City shall create and establish a segregated fund in the name of the City designated as "The Sanford Airport Omnibus Municipal Development and Tax Increment Financing District Fund" (hereinafter the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of the Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall also contain a new subaccount designated as the "LabelTech Project Cost Subaccount." The Project Cost Account already contains the City Project Cost Subaccount.

Section 2.2 Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the LabelTech Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3 Deposits into Development Program Fund; LabelTech Project Cost Subaccount.

(a) Each year during the term of this Agreement, commencing with the City's 2022-2023 Fiscal Year and continuing thereafter for 15 years through and including the City's 2036-2037 Fiscal Year (collectively the "CEA Years"), the City shall deposit

into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement, an amount equal to one hundred percent (100%) of that portion of the Tax Increment Revenues. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below. Contemporaneously therewith, in each CEA Year, the City shall also deposit all Tax Increment Revenues (Developer Share) into the LabelTech Project Cost Subaccount any TIF Revenues paid on property owned or leased by the Developer in the District up to a total maximum payment amount of $47,861.20 which is the total verified costs to the Developer of the extension of utilities needed for the Project that will benefit other hangar tenants in the future.

(b) Notwithstanding anything to the contrary contained herein, all allocations to the LabelTech Project Cost Subaccount shall cease at the conclusion of the CEA Years.

(c) Notwithstanding anything to the contrary contained herein, the City shall have the authority to decide to discontinue all or a portion of the City Project Cost Subaccount deposits and instead make those deposits to the City's general fund without further action or consent required by the Developer.

(d) Notwithstanding anything to the contrary contained herein, to the extent the Developer has not complied fully with the infrastructure fee payment obligations to the City as identified below by their respective due dates, then the City shall have no deposit or payment obligations under Article II or III hereof.

Infrastructure Payment Installment	Due Date
$15,953.73	12/31/2021
$15,953.73	12/31/2022
$15,953.73	12/31/2023

Section 2.4 Use of Monies in LabelTech Project Cost Subaccount.

All monies in the Development Program Fund that are allocable to and/or deposited in the LabelTech Project Cost Subaccount shall in all cases be used and applied to fund fully the City's payment obligations to Developer described in Articles II and III hereof.

Section 2.5 Monies Held in Segregated Account

All monies required to be deposited with or paid into the LabelTech Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the City for the benefit of the Developer.

ARTICLE III PAYMENTS OBLIGATIONS

Section 3.1 Developer Payments.

(a) The City agrees to pay Developer, within thirty (30) days following each Tax Payment Date, all amounts then on deposit in the LabelTech Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against District remain unpaid, because of a valuation dispute or otherwise, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Value, to be applied first to payment in full of the applicable City percent share of the Tax Increment Revenues for the year concerned; and third, to the extent of funds remaining, to payment of the Developer's share of the Tax Increment Revenues for the year concerned, to be deposited into the LabelTech Project Cost Subaccount.

Section 3.2 Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of payments to the Developer at the time and in the amount required under the foregoing provisions of this Article III, including in the event that the amount deposited into the LabelTech Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the LabelTech Project Cost Subaccount and its obligation to make payment out of the LabelTech Project Cost Subaccount to the Developer.

Section 3.3 Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the City.

Section 3.4 Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make payments described in the Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgement by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5 Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from the Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the LabelTech Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefore, or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1 Pledge of and Grant of Security Interest in LabelTech Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge the LabelTech Project Cost Subaccount hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2 Perfection of Interest.

(c) To the extent deemed necessary or desirable by the Developer, the City will at such time and from time to time as requested by Developer establish the LabelTech Project Cost Subaccount as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(d) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated

by the Developer. The City shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3 Further Instruments.

The City shall, upon the reasonable request of the Developer and the undertaking of the Developer to defray the City's reasonable and related costs of counsel, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of the Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City.

Section 4.4 No Disposition of LabelTech Project Cost Subaccount.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the LabelTech Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5 Access to Books and Records.

All nonconfidential books, records and documents in the possession of the City or the Developer relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the LabelTech Project Cost Subaccount shall at all reasonable times be open to inspection by the City and the Developer, their agents and employees.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1 Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default";

(a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into the LabelTech Project Cost Subaccount as and when due;

(c) Any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the

part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the City's affairs shall have been entered against the City or the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the City or the failure by the City to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2 Remedies on Default.

Subject to the provisions contained in Section 8.12, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3 Remedies Cumulative.

Subject to the provisions of Section 8.12 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or

by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4 Agreement to Pay Attorneys' Fees and Expenses.

Subject to the provisions of Section 8.12 below concerning dispute resolution and the Commercial Arbitration Rules of the American Arbitration Association, in the event the City or the Developer should default under any of the provisions of this Agreement, and the nondefaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Developer herein contained, the defaulting party shall, on demand therefor, pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by the non-defaulting party.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1 Effective Date and Term.

This Agreement shall remain in full force from the date hereof and shall expire upon the later of the expiration of the CEA Years or the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City hereunder, unless sooner terminated pursuant to Section 6.3 or Section 6.4 or any other applicable provision of this Agreement.

Section 6.2 Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of the Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPERS INTEREST

Section 7.1 Consent to Pledge and/or Assignment.

The City hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing improvements by or on behalf of the Developer within the District, although no obligation is hereby imposed on

the Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The City agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein. The Developer shall defray the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2 Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, and except for the purpose of securing financing for improvements by or on behalf of the Developer within the District or for an assignment to a successor entity or an affiliate entity, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without consent of the City, which consent shall not be unreasonably withheld.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, or the sale of all or a portion of the assets or equity of the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2 Parties-In-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3 Severability.

Except as otherwise provided herein, in case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall

not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4 No Personal Liability of Officials of the City.

No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Commissioners or any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5 Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6 Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7 Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:
City Manager
City of Sanford
919 Main St.
Sanford, Me. 04073

If to the Developer:
LabelTech, LLC

With a copy to:

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8 Amendments.

This Agreement may be amended only with the concurring written consent of both the parties hereto.

Section 8.9 Benefit of Assignees or Pledgees.

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for improvements by or on behalf of the Developer within the District and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.10 Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.11 Indemnification.

Developer shall at its own expense defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments relating in any manner to, or arising out of the Development Program or this Agreement, except to the extent that such liability, claims, damages, penalties, losses, expenses, or result from any negligent act or omission of the City, its officers, agents, employees or servants. Developer shall, at its own cost and expense, defend any and all suits or actions, just or unjust which may be brought against the City upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which the City is a party, the City shall have the right to participate at its own discretion and at its own expense and no such suit or action shall be settled without prior written consent of the City. Notwithstanding any other provision of this Agreement, this section shall service any termination of this Agreement.

Section 8.12 Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party provides written notice of the dispute to the other party, then either party may refer the dispute for resolution by one arbitrator in an arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in

Sanford, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. This arbitration clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.13 Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF SANFORD

_____

By:_____
Name:_____
Its City Manager, authorized pursuant to City Council votes on August 6, 2019 and April 20, 2021

LABELTECH, LLC

_____

By:_____
Name:_____
Its _____

Memo

Number:

To: Municipal Operations & Property

From: Allison Navia, Airport

Date: 2021-11-16 09:30:00

Subject: ORDERED TO AUTHORIZE AND DIRECT THE CITY MANAGER to enter into the specific credit enhancement agreement with the owners of the Sumner Properties, LLC property in substantially the form as presented to the City Council and consistent with the terms of the Development Program.

RECOMMENDATION

ORDERED TO AUTHORIZE AND DIRECT THE CITY MANAGER to enter into the specific credit enhancement agreement with the owners of the Sumner Properties, LLC property in substantially the form as presented to the City Council and consistent with the terms of the Development Program.

Legal Review Status:

Complete

ATTACHMENTS

- PUBLIC NOTICE AD SSN Sanford Airport nov 5.pdf
- Sumner Prop Council Order (CEA with Omnibus District) - Draft.docx
- 20211028 - Sumner Properties CEA.docx

NOTICE OF PUBLIC HEARINGS CITY OF SANFORD

regarding

Credit Enhancement Agreement between the City of Sanford and LabelTech, LLC relating to the "Sanford Airport Omnibus Municipal Development and Tax Increment Financing District,"

Credit Enhancement Agreement between the City of Sanford and Sumner Properties, LLC relating to the "Sanford Airport Omnibus Municipal Development and Tax Increment Financing District"

and

General Obligation Bond Project Notice and Proposed City Council Approving Order

November 23, 2021 at 6:00 PM

VIA REMOTE MEETING *OR* IN PERSON AT CITY HALL CHAMBERS

917 MAIN STREET, THIRD FLOOR, SANFORD, MAINE AS IDENTIFIED BELOW

Notice is hereby given that the Sanford City Council will hold three public hearings for the purpose of receiving public comments on: (1) a proposed credit enhancement agreement between the City of Sanford and LabelTech, LLC, relating to the development of lots or parcels of land on or adjacent to Presidential Lane at the Airport and identified as Hangar W58, located within the Sanford Airport Omnibus Municipal Development and Tax Increment Financing District; (2) a proposed credit enhancement agreement between the City of Sanford and Sumner Properties, LLC, relating to the development of lots or parcels of land on or adjacent to Presidential Lane at the Airport and identified as Hangar W59, located within the Sanford Airport Omnibus Municipal Development and Tax Increment Financing District; and (3) a proposed City Council Order that reads:

Shall the City Council: (1) approve a capital improvement project including infrastructure and road extensions located at the Sanford Seacoast Regional Airport and other expenses reasonably related thereto (the "Project"); (2) appropriate a sum of up to $250,000, plus any additional premium, to fund the Project; (3) authorize the Mayor and the Treasurer to issue general obligation securities of the City (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed $250,000, plus any additional premium, to fund the appropriation; and (4) delegate to the Mayor and Treasurer the authority and discretion to fix the dates, maturities, interest rates, denominations, calls for redemptions (with or without premium), form, refundings, agreement(s), and other details of said securities, including authority to execute and deliver the securities, certifications, and agreements, including the execution of any loan agreements, relating to the purchase and financing on behalf of the City?

The public hearings regarding the proposed credit enhancement agreements are proposed pursuant to the provisions of the Development Program for the Sanford Airport Omnibus Municipal Tax Increment Financing District. Copies of the proposed credit enhancement agreements are on file with the City of Sanford Airport office at 9 Presidential Lane, Sanford, ME 04073 and can be viewed on-line at www.sanfordmaine.org/airport. They can also be obtained by calling (207) 324-3172 during normal business hours and requesting that a copy be mailed to you. All interested persons are invited to participate in these three public hearings and will be given an opportunity to be heard.

The Sanford City Council will hold these public hearings in person at City Hall Chambers at the address stated above unless there is an emergency due to the U.S. CDC Community Transmission levels for SARS-CoV-2 Rates as mapped by County Level reaching "Substantial" or "High" for York County, Maine, in which case the the public hearings will be held remotely using Zoom. Virtual meetings are allowed pursuant to 1 M.R.S. §403-B and Section 6-B of the City of Sanford City Council Rules and Order of Business.

Instructions for joining the meeting are found on the City's website at https://www.sanfordmaine.org/meetings.

Public comments will be taken at the meeting and written comments should be submitted to anavia@sanfordmaine.org Written comments will be accepted until Noon on November 15, 2021.

IN CITY COUNCIL
ORDER #[_____]_____
APPROVAL OF CREDIT ENHANCEMENT AGREEMENT WITH SUMNER PROPERTIES, LLC

WHEREAS, the City of Sanford (the "City") designated the **Sanford Airport Omnibus Municipal Development and Tax Increment Financing District** (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 6, 2019 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development approved the District and the Development Program on August 26, 2019; and

WHEREAS, the Developer has undertaken the lease of and construction on one of the Airport hangar parcels; and

WHEREAS, the City desires to contribute toward the capital cost of the Developer's development project at the Airport in the amount of up to $47,861.20;

WHEREAS, at the Vote, the City Council also authorized the City Council to approve additional credit enhancement agreements following a public hearing; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute one such credit enhancement agreement contemplated by and described in the Development Program.

ORDERED AS FOLLOWS:

The City Manager is hereby authorized and directed to enter into the specific credit enhancement agreement with the owners of the Sumner Properties, LLC property in substantially the form as presented to the City Council and consistent with the terms of the Development Program.

Dated:

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF SANFORD, MAINE

and

SUMNER PROPERTIES, LLC

DATED: _____, 2021

TABLE OF CONTENTS

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____ __, 2021, between the City of Sanford, Maine (the "City"), a municipal corporation and political subdivision of the State of Maine, and Sumner Properties (the "Developer"), a formed under the laws of the State of Delaware.

WITNESSETH THAT

WHEREAS, the City designated the Sanford Airport Omnibus Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 6, 2019 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development approved the District and the Development Program on August 26, 2019; and

WHEREAS, the Developer has undertaken the lease of and construction on one (1) of the Airport hangar parcels (the "Hangar Parcel", as hereinafter identified); and

WHEREAS, the City desires to contribute toward the capital cost of the Project (hereinafter defined) in the amounts up to the total verified costs to the Developer of the extension of utilities needed for the Project that will also benefit other hangar tenants in the future;

WHEREAS, at the Vote, the City Council also authorized the City Council to approve additional credit enhancement agreements following a public hearing; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute one such credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

"Captured Assessed Value" means all (100%) of the Increased Assessed Value retained in the District in each Fiscal Year during the term of the District.

"CEA Years" shall have the meaning given such term in Section 2.3 below.

"City" shall have the meaning given such term in the first paragraph hereto.

"City Project Cost Subaccount" means the City Project Cost Subaccount of the Project Cost Account established and maintained according to Article II hereof.

"Commissioner" means the Commissioner of the Department.

"Current Assessed Value" means the then current assessed value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

"Department" means the Maine Department of Economic and Community Development.

"Developer" shall have the meaning given such term in the first paragraph hereto.

"Development Program" shall have the meaning given such term in the recitals hereto.

"Development Program Fund" means the Sanford Airport Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A § 5227(3)(A). The Development Program Fund shall consist of the Project Cost Account and a Sinking Fund Account, if necessary.

"District" shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 333 acres of land and identified on Exhibit F to the Development Program.

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"Fiscal Year" means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

"Hangar Parcel" means the lots or parcels of land on or adjacent to Presidential Lane at the Airport and identified as follows: Hangar W59.

"Increased Assessed Value" means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Fiscal Year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means $103,690, the taxable assessed value of the District as of March 31, 2019 (April 1, 2018).

"Project" means development project undertaken by the Developer at the Hangar Parcel.

"Project Cost Account" means the project cost account of the Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof, which includes the Sumner Properties Project Cost Subaccount and the City Project Cost Subaccount.

"Property Tax" means any and all *ad valorem* property taxes levied, charged or assessed against real property or personal property located in the District by the City, or on its behalf.

"Sumner Properties Project Cost Subaccount" means the Sumner Properties Project Cost Subaccount of the Project Cost Account and established and maintained pursuant to Article II hereof.

"State" means the State of Maine.

"Tax Increment Revenues" means that portion of all Property Taxes assessed and paid to the City in any Fiscal Year, in excess of any state or special district tax, upon the Captured Assessed Value.

"Tax Increment Revenues (Developer Share)" means all Tax Increment Revenues paid on property owned or leased by the Developer in the District at the Hangar Parcel subject to the total maximum payment amount identified in Section 2.3 hereof.

"Tax Payment Date" means the later of the date(s) on which Property Taxes are due and payable from the owners of property located within the City, or are actually paid by or on behalf of the Developer to the City.

"Tax Year" shall have the meaning given such term in 30-A M.R.S.A. §5222(18), as amended, to wit: April 1 to March 31.

Section 1.2 Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein, "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons means and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing, and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1 Creation of Development Program Fund.

Within sixty (60) days after the date hereof, the City shall create and establish a segregated fund in the name of the City designated as "The Sanford Airport Omnibus Municipal Development and Tax Increment Financing District Fund" (hereinafter the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of the Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall also contain a new subaccount designated as the "Sumner Properties Project Cost Subaccount." The Project Cost Account already contains the City Project Cost Subaccount.

Section 2.2 Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Sumner Properties Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3 Deposits into Development Program Fund; Sumner Properties Project Cost Subaccount.

(a) Each year during the term of this Agreement, commencing with the City's 2022-2023 Fiscal Year and continuing thereafter for 15 years through and including the

City's 2036-2037 Fiscal Year (collectively the "CEA Years"), the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement, an amount equal to one hundred percent (100%) of that portion of the Tax Increment Revenues. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below. Contemporaneously therewith, in each CEA Year, the City shall also deposit all Tax Increment Revenues (Developer Share) into the Sumner Properties Project Cost Subaccount any TIF Revenues paid on property owned or leased by the Developer in the District up to a total maximum payment amount of $47,861.20 which is the total verified costs to the Developer of the extension of utilities needed for the Project that will benefit other hangar tenants in the future.

(b) Notwithstanding anything to the contrary contained herein, all allocations to the Sumner Properties Project Cost Subaccount shall cease at the conclusion of the CEA Years.

(c) Notwithstanding anything to the contrary contained herein, the City shall have the authority to decide to discontinue all or a portion of the City Project Cost Subaccount deposits and instead make those deposits to the City's general fund without further action or consent required by the Developer.

(d) Notwithstanding anything to the contrary contained herein, to the extent the Developer has not complied fully with the infrastructure fee payment obligations to the City as identified below by their respective due dates, then the City shall have no deposit or payment obligations under Article II or III hereof.

Infrastructure Payment Installment	Due Date
$15,953.73	12/31/2021
$15,953.73	12/31/2022
$15,953.73	12/31/2023

Section 2.4 Use of Monies in Sumner Properties Project Cost Subaccount.

All monies in the Development Program Fund that are allocable to and/or deposited in the Sumner Properties Project Cost Subaccount shall in all cases be used and applied to fund fully the City's payment obligations to Developer described in Articles II and III hereof.

Section 2.5 Monies Held in Segregated Account

All monies required to be deposited with or paid into the Sumner Properties Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the City for the benefit of the Developer.

ARTICLE III PAYMENTS OBLIGATIONS

Section 3.1 Developer Payments.

(a) The City agrees to pay Developer, within thirty (30) days following each Tax Payment Date, all amounts then on deposit in the Sumner Properties Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against District remain unpaid, because of a valuation dispute or otherwise, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Value, to be applied first to payment in full of the applicable City percent share of the Tax Increment Revenues for the year concerned; and third, to the extent of funds remaining, to payment of the Developer's share of the Tax Increment Revenues for the year concerned, to be deposited into the Sumner Properties Project Cost Subaccount.

Section 3.2 Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of payments to the Developer at the time and in the amount required under the foregoing provisions of this Article III, including in the event that the amount deposited into the Sumner Properties Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Sumner Properties Project Cost Subaccount and its obligation to make payment out of the Sumner Properties Project Cost Subaccount to the Developer.

Section 3.3 Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the City.

Section 3.4 Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make payments described in the Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgement by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5 Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from the Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Sumner Properties Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefore, or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1 Pledge of and Grant of Security Interest in Sumner Properties Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge the Sumner Properties Project Cost Subaccount hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2 Perfection of Interest.

(a) To the extent deemed necessary or desirable by the Developer, the City will at such time and from time to time as requested by Developer establish the Sumner Properties Project Cost Subaccount as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be limited to

delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The City shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3 Further Instruments.

The City shall, upon the reasonable request of the Developer and the undertaking of the Developer to defray the City's reasonable and related costs of counsel, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of the Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City.

Section 4.4 No Disposition of Sumner Properties Project Cost Subaccount.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Sumner Properties Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5 Access to Books and Records.

All nonconfidential books, records and documents in the possession of the City or the Developer relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Sumner Properties Project Cost Subaccount shall at all reasonable times be open to inspection by the City and the Developer, their agents and employees.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1 Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default";

(a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into the Sumner Properties Project Cost Subaccount as and when due;

(c) Any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

(e) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the City's affairs shall have been entered against the City or the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the City or the failure by the City to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2 Remedies on Default.

Subject to the provisions contained in Section 8.12, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3 Remedies Cumulative.

Subject to the provisions of Section 8.12 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available

remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4 Agreement to Pay Attorneys' Fees and Expenses.

Subject to the provisions of Section 8.12 below concerning dispute resolution and the Commercial Arbitration Rules of the American Arbitration Association, in the event the City or the Developer should default under any of the provisions of this Agreement, and the nondefaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Developer herein contained, the defaulting party shall, on demand therefor, pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by the non-defaulting party.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1 Effective Date and Term.

This Agreement shall remain in full force from the date hereof and shall expire upon the later of the expiration of the CEA Years or the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City hereunder, unless sooner terminated pursuant to Section 6.3 or Section 6.4 or any other applicable provision of this Agreement.

Section 6.2 Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of the Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPERS INTEREST

Section 7.1 Consent to Pledge and/or Assignment.

The City hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing improvements by or on behalf of the Developer within the District, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The City agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein. The Developer shall defray the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2 Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, and except for the purpose of securing financing for improvements by or on behalf of the Developer within the District or for an assignment to a successor entity or an affiliate entity, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without consent of the City, which consent shall not be unreasonably withheld.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, or the sale of all or a portion of the assets or equity of the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2 Parties-In-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3 Severability.

Except as otherwise provided herein, in case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4 No Personal Liability of Officials of the City.

No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Commissioners or any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5 Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6 Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7 Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:
City Manager
City of Sanford
919 Main St.
Sanford, ME 04073

If to the Developer:
Sumner Properties, LLC

With a copy to:

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8 Amendments.

This Agreement may be amended only with the concurring written consent of both the parties hereto.

Section 8.9 Benefit of Assignees or Pledgees.

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for improvements by or on behalf of the Developer within the District and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.10 Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.11 Indemnification.

Developer shall at its own expense defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments relating in any manner to, or arising out of the Development Program or this Agreement, except to the extent that such liability, claims, damages, penalties, losses, expenses, or result from any negligent act or omission of the City, its officers, agents, employees or servants. Developer shall, at its own cost and expense, defend any and all suits or actions, just or unjust which may be brought against the City upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which the City is a party, the City shall have the right to participate at its own discretion and at its own expense and no such suit or action shall be settled without prior written consent of the City. Notwithstanding any other provision of this Agreement, this section shall service any termination of this Agreement.

Section 8.12 Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party provides written notice of the dispute to the other party, then either party may refer the dispute for resolution by one arbitrator in an arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Sanford, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. This arbitration clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.13 Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

_____

CITY OF SANFORD

By:_____
Name:_____
Its City Manager, authorized pursuant to City Council votes on August 6, 2019 and April 20, 2021

SUMNER PROPERTIES, LLC

_____

By:_____
Name:_____
Its _____

Memo

Number:	
To:	Municipal Operations & Property
From:	Lorisa Ricketts, Administration
Date:	2021-11-16 08:30:00
Subject:	Report on research into sidewalk snow clearing and treatment for icy conditions in the downtown

RECOMMENDATION

Consider research into sidewalk snow clearing and treatment of icy conditions in the downtown

Background Information:

On March 9, 2021, the Committee discussed icy conditions on sidewalks in the downtown and a lack of sufficient treatment of icy conditions stemming from specific complaints made about icy conditions at or in front of certain properties. The Public Works Director presented sidewalk clearing methods and limitations of equipment, weather, and labor. Sidewalk tractors were discussed along with priorities including safe walking routes to school. The Committee requested more information of other ways that sidewalks clearing is managed in the downtown in other areas of the State in consideration of revising the City's policy if so warranted.

Administrative or Departmental Review :

The ability to balance snow clearance on streets and sidewalks is limited. So is the ability to deliver an extremely high level of service for snow removal and icy conditions on sidewalks as previously discussed. Clearing is done on an emergency basis and cannot be to a high level of service. In consideration of the Committee's request for more information regarding other ways to address winter sidewalk conditions, regulations were reviewed from six municipalities in the State that were readily searchable in E-Code. Those regulations are attached. In summary, 6 known municipalities in the State require that certain properties in certain areas clear and maintain sidewalks of snow and ice. There are variations within these standards including the means by which sidewalks should be cleared. Sometimes the regulations are specific to first floor occupants, other times, to commercial properties versus residential properties, sometimes a specific area of town regardless of the kind of property. In some situations the property may shovel the sidewalk snow into the street. There are other variations on local policy. If the Committee desires to continue to pursue the question of other ways to clear and maintain sidewalks of snow and ice, the next steps should be identification of properties and areas which would be captured under this new policy. Furthermore, inform these properties of this new policy, and time the adoption of the policy for business planning purposes. The

Post Office on School Street has been spoken with regarding the potential for a change of policy and their response was that they would like enough heads-up to plan for a change.

Financial Impact or Review:

Implementing a policy of this kind would allow renewed emphasis on sidewalk clearing efforts in other areas of the City such as providing safe routes to school.

ATTACHMENTS

- Example Ordinances - Sidewalk Snow Clearing 10-27-21.pdf
- Portland Ch 025 Streets Sidewalks.pdf

OLD TOWN

§ 17-6 Sidewalk snow removal required. [Ord. of 1-17-1983]

(a) The occupant of any business, store, shop, dwelling house, manufactory, hotel or any lot of land, bordering upon the sidewalk of any of the streets hereinafter named, and in case there shall be no occupant, the owner or any agent having the care and control of any such buildings or lot of land bordering upon the streets hereinafter mentioned, shall, after the ceasing to fall of any snow and, if in the daytime, within four hours, but if in the nighttime before 10:00 a.m. of the day succeeding, cause the same to be removed from said sidewalk including adjacent esplanade to the roadway side of curbing.

(b) This provision shall be construed to extend to the removing of snow falling from any roof upon said sidewalk.

(c) The requirements of this section shall apply to all sidewalks on Water Street between Federal Street and the City park except those sidewalks bordering on residential property, Main Street between Chester Street and Wood Street, Center Street between Water Street and Shirley Street and Middle Street between Main Street and Shirley Street except those sidewalks bordering residential property.

§ 17-7 Care of icy sidewalks. [Ord. of 1-17-1983]

Such owner, tenant or occupant as defined in § 17-6 whenever any ice shall have been formed upon the sidewalk bordering upon such business, store, shop, manufactory or hotel shall cause such ice to be removed by spreading "urea" only on brick or concrete surfaces or other commonly available deicer on other sidewalk surfaces. If necessary mechanical methods of ice removal may be used so as not to deface the sidewalk surface. Under extreme circumstances the area may be covered or strewn with sand, ashes or other substances in such a manner as to allow safe travel on such sidewalks.

§ 17-8 Street floor occupants responsible. [Ord. of 1-17-1983]

Where a building to which Sections 17-6 and 17-7 apply has more than one story, the occupant or occupants of the street floor, or the owner thereof is unoccupied, shall be responsible for the clearing of snow and the proper care of ice as provided therein.

§ 17-10 Penalty. [Ord. of 1-17-1983; Ord. of 6-15-1992]

Each such tenant, occupant or owner neglecting or refusing to comply with the provisions of this article shall be subject to a fine of not less than $25 nor more than $500 for each day he refuses or neglects to comply with the terms of this article. If the City arranges for the removal of the snow, as provided in § 17-11, the minimum fine will be not less than $100.

§ 17-11 Enforcement. [Ord. of 1-17-1983]

It shall be the duty of the Chief of Police to see that the provisions of this article are complied with and he may, after expiration of the time limits stated in § 17-6, arrange for the removal of said snow and ice at the expense of the owner or occupants thereof.

BELFAST

Sec. 50-71 Penalty. [Ord. of 10-18-1997, § 9403]

Unless a greater penalty is specifically provided in this article or in an applicable provision of the Maine Revised Statutes, any person found guilty of violating any provision of this article shall be punished by a fine of not less than $10 and not more than $100 for each offense, such fine accruing to the City.

Sec. 50-72 Removal from roofs and sidewalks. [Ord. of 10-18-1997, § 9402]

(a) The owners of all buildings with sloped roofs from which sliding snow or ice may fall upon a public sidewalk or public way are required to take appropriate measures to protect persons and property from injury or damage occurring from such snow or ice falling from such roof.

(b) The tenants, occupants, or persons having the care of any building adjacent to public sidewalk, or, if there is no tenant, the occupant or other person having the care of such buildings, or the owner thereof, shall, within a reasonable time after snow ceases to fall in the daytime, and before 10:00 in the morning on the first business day after a fall of snow in the night, cause to be removed from the sidewalks so much of the snow and ice as will create a reasonable passage sufficient for pedestrian traffic. If he fails to do so, the highway department may have such snow and ice removed, and such tenant, occupant, custodian, or owner of such building whose duty it is under this section to remove such snow and ice shall reimburse the City for all sums paid and expenses incurred by the highway department.

BIDDEFORD

Sec. 62-1Removal of ice and snow; responsibility. [Ord. of 12-4-1991, § 20-8]

(a) The owner of any building or parcel of land abutting any public sidewalk in the downtown business area shall be responsible for the removal of any snow and/or ice which may accumulate upon such public sidewalk. The downtown business area shall include only the following streets or portions thereof:

Adams Street, both sides, between Main Street and Jefferson Street

Alfred Street, both sides, between Main Street and Mt. Vernon Street

Elm Street, both sides, between the Saco River and Centre Street

Federal Street, both sides, for the entire length of the street

Franklin Street, both sides, for the entire length of the street

Jefferson Street, both sides, for the entire length of the street

Lincoln Street, easterly side, for the entire length of the street

Main Street, both sides, between the Saco River and Elm Street

Pool Street, both sides, between Alfred Street and Foss Street

South Street, both sides, between Jefferson Street and Adams Street

Washington Street, both sides, between Main Street and Jefferson Street

Washington Street, easterly side, between Jefferson Street and Alfred Street

Water Street, both sides, between Hill Street and Sullivan Street

Such removal of snow and/or ice shall be accomplished within six hours after the cessation of precipitation, unless such cessation of precipitation occurs during the nighttime. If so, the removal of the snow and/or ice shall be completed by 12:00 noon of the following day, unless the following day is a Sunday. If such precipitation should occur on a Sunday, the snow and/or ice shall be removed before noon on Monday. Any extra-wide sidewalk need be cleared only to a width of five feet to meet the requirements of this section.

(b) This section shall be construed to extend to the removing of snow or ice falling from any roof upon any of the public sidewalks downtown as listed in Subsection (a) of this section. The time constraints stated in Subsection (a) shall apply to this condition also.

(c) No person shall cause to be placed upon any public street or sidewalk or public parking lot any snow which did not fall thereupon in a natural manner. No person shall, after any public street, sidewalk or public parking lot shall have been cleared of snow, cause or allow any snow to be purposely

and willfully removed from any building, sign, vehicle, steps, walks, or any location which is not a part of such public street, sidewalk or public parking lot, and be deposited upon such public street, sidewalk or public parking lot, unless such snow shall be promptly removed from the previously cleared portion of the public street, sidewalk or public parking lot and relocated in such a manner so as not to impede the normal traffic thereupon.

(d) If the owner cannot remove snow and/or ice from a public street, sidewalk or public parking lot by normal procedures as required in this section, he shall cover or treat the snow and/or ice with any granular substance to provide a nonslippery surface for the pedestrian traffic, or he shall treat it with a chemical substance which will cause the snow and/or ice to melt and thus provide a safe surface for pedestrian traffic; provided, that such chemical or granular substance does not damage any paved surface.

(e) Upon failure by any property owner to comply with the requirements of this section, and upon notification by the Codes Enforcement Officer of such failure by the owner, the Director of Public Works shall cause the snow and/or ice to be removed from the public street, sidewalk or public parking lot, or shall cause such snow and/or ice to be covered with granular material, or treated by chemical substances so as to provide safe surfaces for the passage of pedestrians and other traffic. The cost of accomplishing such work shall be assessed to the owner of the property concerned.

[Amended 3-3-2015 by Ord. No. 2015.9]

BANGOR

§ 257-2 Snow and ice control and removal. [Amended 4-13-1964; 1-27-1992 by Ord. No. 92-60; 9-14-1998 by Ord. No. 98-339; 12-26-2001 by Ord. No. 02-37; 8-27-2018 by Ord. No. 18-316]

A. Applicability. This section shall apply to any owner, tenant, firm, corporation, and/or other occupant of any property located on the streets in the Downtown Parking Management District.

B. Snow removal. The owner, tenant, firm, corporation, and/or other occupant having control or management of any property bordering upon any street or square designated in Subsection A shall remove all snow and ice from any adjacent sidewalk and any adjacent alley, including private alleys, within six hours after the end of a precipitation event, except that if the precipitation ends after 6:00 p.m., then the snow and ice shall be removed before 1:00 p.m. on the following day. Additionally, the owner, tenant, firm, corporation, and/or other occupant shall have a continuing duty to keep said sidewalks and alleys free and clear of snow and ice and shall maintain adequate accessibility to said sidewalks and alleys from the street.

C. Ice control. Whenever any ice forms upon a sidewalk or private alley, the owner, tenant, firm, corporation, and/or other occupant having control or management of any property bordering upon any street or square designated in Subsection A shall cause such ice on said adjacent sidewalks or alleys to be removed or to be covered or strewed with sand or other substances in such manner as to allow safe and easy travel on such sidewalk or in such alley.

D. Prevention of rooftop snow slides. The owner, tenant, firm, corporation, and/or other occupant having control or management of any property bordering upon any street designated in Subsection A shall install roof railings or other protection satisfactory to the Code Enforcement Officer to prevent the slide of snow and ice from the roofs into the street or sidewalk.

E. Clearing by City. If any owner, tenant, firm, corporation, and/or other occupant having control or management of a property bordering upon any street designated in Subsection A fails to cause the removal of snow within the time provided in this section or fails to remove or control ice forming upon the sidewalk in front of such property, the City Manager may direct the City's Director of Operations and Maintenance to cause the removal or control of such snow or ice, and the owner, tenant, firm, corporation, and/or other occupant shall be jointly and severally liable to repay the City of Bangor all reasonable charges therefor.

F. Violations and penalties. In addition to Subsection E, any owner, tenant, firm, corporation, and/or other occupant who violates any provision of this section shall be subject to a civil fine, upon conviction, of not less than $100 per offense. For this purpose, each day on which a violation shall occur or continue shall constitute a separate offense.

AUGUSTA

§ 241-44 Duty to clear sidewalks.

Owners and occupants of property abutting on the following streets or portions thereof shall keep clear of ice and snow the abutting public sidewalks:

Name of Street	Location
Bridge Street	From the Kennebec Bridge to Commercial Street
Commercial Street	East side, entire length
Oak Street	From Water Street to Commercial Street
Water Street	Both sides, entire length
Winthrop Street	From Water Street to Commercial Street

ARTICLE VIII. REMOVAL OF SNOW AND ICE*

***Editor's note--**Ord. No. 132A-93, adopted Nov. 15, 1993, repealed former Art. VIII, §§ 25-171--25-179, of this chapter, relative to snow, ice and litter removal, and added similar new provisions in lieu thereof as herein set out. Formerly, such provisions derived from §§ 705.10 and 706.1--706.7 of the city's 1968 Code as amended by the following legislation:

Ord. No.	Section	Date	Ord. No.	Section	Date
752-74	1	11-18-74	251-88		12-12-88
165-75		2-19-75	123-89		10- 2-89

31-76	1	1- 5-76	96-91		8-19-91
574-80		3-19-80	97-91		8-19-91
530-84	1--5	4-18-84	98-91		8-19-91
250-88		12-12-88			

Sec. 25-171. Purpose.

The purpose of this article is to regulate the removal of snow and ice in the city.
(Ord. No. 132A-93, 11-15-93; Ord. No. 92-07/08 emergency passage 11-19-07)

Sec. 25-172. Definitions.

For the purposes of this article, the following words shall have the meanings set forth below:

Business-pedestrian district shall be coterminus with the Portland Downtown Improvement District as established by order # 0306 (3/16/92) of the city council, as amended by order # 0185 (2/22/95), as it may be further amended from time to time, and the map and related descriptions of that district kept on file in the city clerk's office which are hereby incorporated by reference.

Charges means penalties, fees, fines, costs or other financial levies.

Commercial property owner shall mean the owner of any real property other than a residential property owner.

Residential property owner shall mean the owner of property that contains a building with 1 to 4 residential dwelling units or a vacant lot that is in an R-zone.

Repeat Offender means any Residential Property owner or Commercial Property owner that shall receive three (3) or more Charges per snow season.

Sidewalk means the entire paved surface, intended primarily for use by pedestrians, between the boundaries of a street's public right-of-way and the curb, including any curb ramps and the area that crosses a driveway.

Street means all public ways or easements and includes courts, lanes, alleys or squares.

Snow season shall mean the period beginning November 1 and ending April 30 of the following year.
(Ord. No. 132A-93, 11-15-93; Ord. No. 194-77, § 1, 2-3-97; Ord. No. 31-04/05, 10-4-04; Ord. No. 249-17/18, 6-18-2018)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 25-173. Snow and ice to be removed from sidewalks.

(a) *Commercial property* – the following provisions apply to commercial property owners and commercial property:

(1) Commercial property owners, or the manager or any person having responsibility for any commercial building or lot of land which abuts any street where there is a sidewalk shall remove snow from the sidewalk in such a manner as to clear a path four (4) feet wide within twelve (12) hours after snow has ceased to fall and shall thereafter keep the sidewalk clear of snow from that storm including snow placed on the sidewalk as a result of subsequent snow removed by the city from the adjacent street. Property owners whose property abuts a sidewalk containing a curb cut and/or leading to an intersection shall clear a path four (4) feet wide through the curb cut or to be the curb at the intersection, giving access to the street and abutting ADA ramps.

(2) Whenever the sidewalk or any part thereof adjoining any building or lot of land on any street shall be encumbered with ice for six (6) hour or more during the daytime, it shall be the duty of the commercial property owners and any person having the responsibility for such building or lot to cause such sidewalk to be made safe and convenient by removing the ice therefrom or by covering the same with sand or some other suitable substance and reapply as needed.

(3) Either the Director of Public Works, or the Director of

the Permitting and Inspections Department, or their respective designees, may arrange for the removal of snow or removal or covering of ice which exists in violation of the provisions of subsections (1) and (2) above. If the city removes the snow or ice which exists in violation of subsections (1) and (2) above, or arranges for its removal, a commercial property owner shall also be charged the cost of removal of the snow or ice, plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the abutting property as soon as practicable after the charges are incurred. For the purposes of this Article, the record owner of each such abutting property shall be the owner of record as of April 1st of that year as designated in the office of the city tax assessor.

(4) In addition to any cost of removal charged under subsection (3) above, penalties shall accrue for violations of subsections (1) and (2). The penalty for a first offense shall be two hundred fifty dollars ($250.00). The penalty for a second offense in the same winter season shall be five hundred dollars ($500.00). The penalty for any subsequent offense in the same winter season shall be one thousand dollars ($1,000.00).

(b) *Residential property owner* – the following provisions apply to residential property owners and their properties:

(1) Residential property owners, or the manager or any person having the responsibility for any residential property building or lot of land which abuts a street where there is a sidewalk shall remove snow from the sidewalk in such a manner as to clear a path four (4) feet wide within eighteen (18) hours after snow has ceased to fall or within eighteen (18) hours after the city conducts its last snow clearing for that storm on the adjacent street, whichever is later. In cases where a sidewalk is less than four (4) feet wide, the entire sidewalk shall be cleared. Property owners whose property abuts a sidewalk containing a curb cut and/or leading to an intersection shall clear a path four (4) feet wide through the curb cut or to the curb at the intersection, giving access to the street and abutting ADA ramps.

(2) Whenever the sidewalk or any part thereof adjoining any building or lot of land on any street shall be encumbered with ice for eighteen (18) hours or more, it shall be the duty of the residential property owner and any person having the responsibility for such building or lot to cause such sidewalk to be made safe and convenient by removing the ice therefrom or by covering the same with sand or some other suitable substance and reapply as needed, so that the sidewalk is suitable for pedestrian use, to a width of four (4) feet. In cases where a sidewalk is less than four (4) feet wide, ice on the entire sidewalk shall be cleared or covered.

(3) Either the Director of the Public Works Department, or the Director of the Permitting and Inspections Department, or their respective designees, may arrange for the removal of snow or removal or covering of ice which exists in violation of the provisions of subsections (1) and (2) above. If the City removes snow or ice which exists in violation of the provisions of subsections (1) or (2) above or arranges for its removal, such owner shall be responsible for the cost of removal of the snow or ice plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the abutting property as soon as practicable after the charges are incurred. For the purposes of this Article, the record owner of each such abutting property shall be the owner of record as of April 1st of that year as designated in the office of the City Tax Assessor.

4) In addition to any cost of removal charged under subsection (3) above, penalties shall accrue for violations of subsections (1) and (2). The penalty for a first offense shall be seventy-five dollars ($75.00). The penalty for a second offense in the same winter season shall be one hundred and twenty-five dollars ($125.00). The penalty for any subsequent offense in the same winter season shall be two hundred and fifty dollars ($250.00).

(Ord. No. 132A-93, 11-15-93; Ord. No. 31-04/5, 10-4-04; Ord. No. 92-07/08-emergency passage 11-19-07; Ord. No. 135-08/09, emergency passage 11-17-08; Ord. 108-15/16, 11-16-2015; Ord. No. 249-17/18, 6-18-2018)

Cross reference(s) - Uniform procedures for collecting assessments, § 1-16.

Sec. 25-174 Snow or ice threatening use of streets or sidewalks.

(a) *Commercial property* – the following provisions apply to commercial property owners and commercial property:

(1) When an accumulation of snow or ice on a building poses the threat of falling onto streets or sidewalks, it shall be the duty of the commercial property owner to remove such accumulations in order to make a passage along the streets and sidewalks safe and convenient.

(2) Such removal shall begin either: (i) whenever a threatening condition occurs; or (ii) within four (4) hours after the head of building inspections or his or her designee has verbally or in writing notified the owner of the condition and ordered the owner to remove such accumulations, whichever occurs first. Whenever snow or ice accumulates in such a manner as to hang over a street or sidewalk, such a condition shall constitute prima facie evidence that the condition is a threatening condition. A determination by the building inspector or his or her designee that an accumulation of snow or ice is a threatening condition shall be conclusive and not subject to challenge or appeal until after the building owner has removed the snow or ice. Notice shall be given to the owner or to an owner's agent who has maintenance responsibility for such building.

(3) The Director of the Permitting and Inspections Department or his or her designee may arrange for the removal of snow and ice accumulations which exist in violation of subsection (2) above.

(4) The penalty for an offense shall be two hundred fifty dollars ($250.00), plus attorney’s fees and costs. When the city removes or arranges for the removal of snow or ice accumulations the owner shall also be charged the costs of removal, plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the building as soon as practicable after the charges have been incurred. The record owner of each such building shall be deemed to be the owner as of April 1st that year as designated in the office of the city tax assessor.

(5) Pursuant to 30-A M.R.S.A. § 3007, after a building owner or lessee has been given one (1) notice and order under subsection (2) above and failed to comply and the city has removed the snow or ice, or when a building has been the subject of three (3) or more notices within an eighteen-month period, the head of building inspections or his or her designee may require the owner of a building to install roof guards, or take other measures approved by the building inspector or his or her designee, at the owner's expense to prevent the fall of snow or ice.

(b) Residential property:

(1) This section (25-174) shall not apply to residential property owners or residential property.

(Ord. No. 194-77, § 2, 2-3-97; Ord. No. 31-04/05, 10-4-04; Ord. No. 92-07/08, emergency passage 11-19-07; Ord. No. 249-17/18, 6-18-2018)

Sec. 25-175. Regulations relating to snow storage and removal from specified areas.

(a) When snow is to be plowed or removed from privately owned or operated expansive parking, storage or other open areas, such as, but not limited to, filling stations, parking lots, used car lots, hospitals and truck terminals, no such snow shall be placed within the area reserved for sidewalk or street purposes. All snow plowed or removed from such areas shall either be stored within the boundaries of the premises for which it is plowed or removed or hauled to the city snow dump or other location suitable to the public works authority.

(b) Either the Either the Director of Public Works, or the Director of the Permitting and Inspections Department, or their respective designees, may arrange for the removal of snow which exists in violation of the provisions of subsection (a) above.

(c) The penalty for an offense shall be two hundred fifty dollars ($250.00), plus attorney’s fees and costs. When the City removes or arranges for the removal of snow or ice accumulations the owner shall also be charged the costs of removal, plus a ten (10%) percent charge for administration. A separate bill for each such removal shall be submitted to the record owner of the building as soon as practicable after the charges have been incurred. The record owner of each such building shall be deemed to be the owner as of April 1st that year as designated in the office of the city

tax assessor.
(Ord. No. 132A-93, 11-15-93; Ord. No. 92-07/08, emergency passage 11-19-07; Ord. No. 135-08/09, emergency passage 11-17-08; Ord. 108-15/16, 11-16-2015; Ord. No. 249-17/18, 6-18-2018)

Sec. 25-176. Snow removal provided by city; when and under what conditions.

In the business-pedestrian district and in other areas where snow is removed and hauled away by the city, the city will move any and all snow removed from private property, except in the cases covered by section 25-175, which has been placed within the street area from curb to curb, provided that such snow has not been piled in one (1) spot or area but spread evenly within such street area abutting property from which it was removed before removal operations by the city are commenced. On those portions of streets from which the city removes snow by loading and hauling away, snow may be removed from roofs of buildings or sidewalks and deposited evenly within the street area where it shall be accessible for removal by the city, provided that such depositing is done prior to commencement of removal operations by the city and provided that such snow is spread in the manner provided above.
(Ord. No. 132A-93, 11-15-93)

Sec. 25-177. Snow not to be stored within street and sidewalk areas; exception.

In all cases, after a street area has been plowed or cleared of snow, no snow shall be placed therein beyond the windrowed accumulation along the curbline, and in those areas where snow is removed by the city, no snow shall be deposited within the street or sidewalk area after completion of removal operations by the city. Snow removed from driveways shall be stored within the boundaries of the premises from which it is removed and shall not be plowed into or deposited in the area reserved for street or sidewalk purposes. In cases of driveways which do not come within the provisions of section 25-175 hereof and where there is no room on the premises for such storage, snow plowed or removed therefrom may be spread in the street area along the curb frontage of the premises from which it is plowed or removed, provided that such storage is done before the city has plowed or cleared the street. Such snow must be spread along the curb outside of the sidewalk area in such manner as not to impede traffic and must not be pushed or moved into or across the street to the opposite curb.
(Ord. No. 132A-93, 11-15-93)

Sec. 25-177.5. Rules and regulations.

(a) Prior to October 1, 2012, the public works authority shall establish rules and regulations governing exceptions to the requirement for residential property owners to clear the sidewalk abutting their property under 25-173(b)(1). Such exceptions shall take into account pedestrian safety, the city's priority snow removal areas, and whether the property is on a street where sidewalks are to be plowed by the city on at least one side.

(b) No less than 7 days before promulgating any rules or regulations under paragraph (a) above, the public works authority shall notify the public through notice to the media, posting on the city website, Facebook and other available electronic media, that the public works authority will be promulgating such rules, that a copy of the proposed rules or amendments may be obtained at the public works authority office and on the city website, and that a public hearing will be held at a specified date, time and place. A copy of the rules shall be placed upon the city council agenda as a communication after such public hearing. The rules will take effect within 15 days after being placed on the council agenda, unless disapproved or amended by the city council.

(c) The director shall review any rules promulgated under paragraph (a) annually and shall ensure that the city council and the public are notified of the rules through the media, website, Facebook and e-mail lists prior to November 1 of each year. Any amendments to such rules shall be promulgated in the same manner as provided in paragraph (b) above by October 1 of such year.
(Ord. No.28-12/13, 9-19-12; Ord. 108-15/16, 11-16-2015; Ord. No. 249-17/18, 6-18-2018)

Sec. 25-178. Enforcement.

(a) This article shall be enforced by the Director of Public Works, or the Director of the Permitting and Inspections Department or their respective designees.

(b) The city manager, or his or her designee, may declare a delay of enforcement of this article. Such a declaration shall be for the purpose of giving property owners additional time to clear their sidewalks of snow or ice which has accumulated, or for other good cause state in the declaration. Any such declaration shall be reduced to writing as soon as practicable thereafter, stating the reasons therefore. Such declaration shall be communicated to such

representatives of the communications media as the city manager may direct.
(Ord. No. 132A-93, 11-15-93; Ord. No. 31-04/05, 10-4-04; Ord. No. 92-07/08, emergency passage 11-19-07; Ord. No. 135-08/09, emergency passage 11-17-08; Ord. No. 28-12/13, 9-19-12; Ord. 108-15/16, 11-16-2015; Ord. No. 249-17/18, 6-18-2018)

Sec. 25-179. Penalties and liens.

In addition to other collection methods authorized by law, and the penalties provided herein and in section 1-15, charges assessed pursuant to this article shall be enforceable by lien for the benefit of the city pursuant to section 1-16 of this Code.
(Ord. No. 132A-93, 11-15-93; Ord. No. 194-77, § 3, 2-3-97; Ord. No. 139-00, §1, 1-3-00; Ord. No. 31-04/05, 10-4-04)

Sec. 25-180. Appeals.

(a) *Procedure*. An appeal to the City Manager may be taken by a person in receipt of a notice of violation of this Article within ten (10) days of the mailing of notice of the violation or receipt of written notice of the violation, whichever occurs first. The appeal shall be in writing and shall state the basis for appeal. The City Manager shall designate himself/herself or any agent or employee to act as hearing officer in the appeal. The hearing officer shall provide such person with the opportunity to be heard and to demonstrate why the decision is in error.

(b) *Notice of hearing*. Notice of the hearing shall be given by regular United States mail at least seven (7) days in advance of the hearing date.

(c) *Action by hearing officer*. The hearing officer may affirm, modify or vacate the decision of the Public Works authority. The written decision of the hearing officer shall be issued to the appellant. Any person aggrieved by a decision of the hearing officer may obtain review available by law in the superior court in accordance with the Maine Rules of Civil Procedure 80B.
(Ord. No. 249-17/18, 6-18-2018)

Sec. 25-181. Reserved.
Sec. 25-182. Reserved.
Sec. 25-183. Reserved.
Sec. 25-184. Reserved.
Sec. 25-185. Reserved.

Memo

Number:	
To:	Municipal Operations & Property
From:	Lorisa Ricketts, Administration
Date:	2021-11-16 08:30:00
Subject:	Discussion on licensing for use of dumpsters and enforcement of requirements.

RECOMMENDATION

Discussion on licensing for use of dumpsters and enforcement of requirements.

Background Information:

The City Council expressed interest in discussing dumpsters and their licensing and enforcement. Dumpsters are regulated in Chapter 220 of the City ordinances. Odor is regulated under Chapter 183. Relevant ordinances are attached.

ATTACHMENTS

- Dumpsters - 220-26.pdf
- Placement of dumpsters - 220-14.pdf
- Nuisance Control and Abatement - Chapter 183.pdf

ARTICLE IV
Dumpsters

§ 220-26. Dumpster requirements.

Any dumpster or waste compactor unit (hereinafter "dumpster"), such as those used to receive the accumulation of solid waste on premises during the interval between waste collections, must comply with the following requirements:

A. Each dumpster shall be covered at all times by a tight-fitting cover which is capable of being locked.

B. Each dumpster shall be maintained in a clean, sanitary condition at all times with no solid waste on or outside the dumpster or the surrounding premises.

C. Each dumpster shall be locked during hours of nonuse.

D. Each dumpster shall not be located in the required setback area. **[Added 5-15-2018 by Order No. 18-116-01]**

E. Each dumpster shall be visually screened from public streets and abutting residential properties by its location or by opaque fencing and/or landscaping. **[Added 5-15-2018 by Order No. 18-116-01]**

F. Each dumpster shall be permanently labeled with the waste hauler's name and an identification number unique to the waste hauler. Such permanent label shall be orderly and shall not be drawn in spray paint without a proper stencil. **[Added 5-15-2018 by Order No. 18-116-01]**

§ 220-27. (Reserved)[1]

§ 220-28. Applicability.

This article shall apply to all dumpsters, including, without limitation, those in place as of the date of adoption of this article.

1. **Editor's Note: Former § 220-27, Violations and penalties, added 5-15-2018 by Order No. 18-116-01, was repealed 6-18-2019 by Order No. 19-274-01.**

§ 220-14. Placement of dumpsters.

Waste haulers shall meet all dumpster requirements specified in this chapter when placing dumpsters in compliance with this chapter.

ARTICLE I
Nuisance Control and Abatement
[Adopted 8-2-2016 by Ord. No. 16-101.06]

§ 183-1. Statutory authority; administration and enforcement; severability.

A. Authorization. This article is adopted pursuant to 30-A M.R.S.A. § 3001 and the City's Home Rule Powers as provided for in Article VII-A of the Maine Constitution and Title 30-A M.R.S.A. §§ 2101 through 2109 and in accordance with the authority of the City to seek judicial remedies in order to protect the inhabitants of the City, the City as a municipal corporation, and individual residents of the City as provided for by the laws of the State of Maine, including, but not limited to 17 M.R.S.A. §§ 2702, 2705 and 2706; 30-A M.R.S.A. § 2002 and at common law.

B. Administration and enforcement. The Code Enforcement Officer of the City of Sanford shall administer and enforce this article.

C. Severability. If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

§ 183-2. Purpose.

The City finds that because most odorous pollutants have a complex chemical composition and may elicit a broad spectrum of responses by the receptors, special methods must be employed in their measurement and characterization. Although analytical data are more precise and may be useful in identifying a source, it is the human response or the sensory data that is most critical in determining the necessary degree of odor control. Analytical data may be used to specify permissible emission levels from a source, but sensory data must be employed to assess the impact in the surrounding community. The latter is the City's primary concern.

§ 183-3. Objectionable odor determination.

An odor will be deemed objectionable and is a public nuisance when any of the following occurs:

A. Creates a public nuisance at common law; or

B. The erection, continuance or use of any building or place for the exercise of trade, employment or manufacture which, by noxious exhalations or offensive smells, become injurious and dangerous to the health, comfort or property of individuals or the public; or

C. All members of a panel consisting of the Code Enforcement Department and four residents of the City, appointed by the Mayor to assist the Code Enforcement Department in investigating complaints and who are not aggrieved by the source,

determine following concurrent, personal observation, that the odor at the property line of the source based on City Tax Maps or elsewhere in the City is objectionable, taking into account its nature, concentration, location, and duration and are able to identify the source.

§ 183-4. Compliance required; applicability.

No odor source, land use, facility, or activity shall be exempt from complying with the odor management standards contained in this article, Chapter 149, Licensing, and Chapter 280, Zoning, because of grandfathering or because of being an existing use, facility, or activity at the time the standards were enacted. The odor standards apply to all existing and future odor sources, land uses, facilities, and activities in the City, except as otherwise provided herein.

§ 183-5. Observation procedures.

Odor observation shall be undertaken to arrive at a determination that an objectionable odor exists, shall be at or beyond the property line or at or near places where people live or work.

§ 183-6. Enforcement.

In the event that the Code Enforcement Department receives complaints that smells or odors are detectable beyond the property line, the following process shall be used to correct the odor problem:

A. Within seven days of receiving a complaint, the Code Enforcement Department shall investigate the property to assess the situation and discuss odor compliance with the business operator, including but not limited to asking the business operator what is being done to mitigate odors. If the Code Enforcement Department detects odor beyond the property lines and/or the operator indicates that odor management provisions described in its Operations Manual and Safety Plan described in Chapter 280, Zoning are not being followed, the Code Enforcement Department shall provide verbal notice of violation to the operator and instructions to comply with odor management provisions and require the operator to notify the Code Enforcement Department of conformance within 10 days.

B. If complaints persist and/or the Code Enforcement Department continues to observe an odor issue, the Code Enforcement Department shall assemble the panel authorized as described above to investigate the complaints. If the Code Enforcement Department and the panel observe odor issues after the ten-day period as described above, the Code Enforcement Department shall notify the operator of violation in writing and require notification of conformance within 10 days.

C. If complaints persist and/or the Code Enforcement Department and the panel continue to observe odor issues after the ten-day period described above, the Code Enforcement Department shall provide a second written notice of violation, assess a fine for a first violation, as specified under Chapter 149, and require the operator to prepare an Odor Control Plan that meets the requirements of § 280-15-10C(6) of

the Zoning Ordinance and submit a written report from a mechanical engineer or odor management specialist with recommendations for modification/improvement of the ventilation system within 45 days and installation of recommendations and notice of compliance within 60 days. The City may use contracted staff and peer review escrow fees to review an Odor Control Plan under § 280-3-4 of the Zoning Ordinance. **[Amended 2-20-2018 by Order No. 18-115-01]**

D. If the operator has not submitted the required report within 45 days, or if the operator has not submitted evidence of compliance within 60 days as described above, the Code Enforcement Department shall provide a third written notice of violation and assess a fine for a second violation, as specified under Chapter 149.

E. If the operator has not submitted the required report within 60 days as described above or if the operator has not submitted evidence of compliance within 75 days, the City Manager shall assess a fine for a third violation, as specified under the Chapter 149, and temporarily suspend the business license.

F. If the operator has not submitted the required report within 75 days as described above or if the operator has not submitted evidence of compliance within 90 days, the City Manager shall ask the City Council to permanently revoke the business license.

G. Upon request of the City Manager, and as directed by Chapter 149, the City Council shall undertake the required process to consider revocation of the business license.

Memo

Number:	
To:	Municipal Operations & Property
From:	Ian Houseal, Administration
Date:	2021-11-16 08:30:00
Subject:	Ordered, to enter into Executive Session pursuant to 1 M.R.S.A. § 405(6) (C) to discuss the disposition of City property, an offer made on 12 Proulx Ct, listed for sale.

RECOMMENDATION
Consider the offer made for 12 Proulx Ct, currently listed for sale.

Background Information:
The property was found dangerous. The prior owner previously died. The heir did not appropriately resolve the property. Squatters were present in the two unit building for years, impacting the neighborhood for years. The sewer district foreclosed. The squatters were evicted by the City on behalf of the sewer district during the pandemic. Asbestos was evaluated. The property exterior was cleaned-up to make it more presentable. It was determined that the property should be demolished and it was.

Administrative or Departmental Review :
This property should continue to be discussed by the land bank for redevelopment.

Financial Impact or Review:
See attached confidential offer

ATTACHMENTS