Pledge of Allegiance

Moment of Silence

Roll Call

Minutes

Regular Meeting: October 14, 2017

Mayor’s Report/City Council Sub-Committee Reports

City Manager’s Report

Communications/Presentations

Public Participation

Public Hearings

The City Council will take public comment on the following:

1. A public hearing for a liquor license renewal for CG Pizza Hut, LLC., D/B/A: Pizza Hut, 1364 Main Street, Sanford, Maine.

2. A public hearing to discuss proposed amendments to Chapter 149: Licensing Article I: Business Licensing.

Consent Agenda

17-174.01 Ordered, to approve the following license requests:

1. An application for liquor license renewal for GC Pizza Hut, LLC., D/B/A: Pizza Hut, 1364 Main Street, Sanford, Maine.
Old Business
None

New Business

17-175.02 Ordered, to appoint Jeannie Wood as the City of Sanford Code Enforcement Officer and Constable for a period expiring June 30, 2018.

17-176.03 Ordered, to approve a Contract for Services with Sebago Technics for the design, layout, and permitting for a sidewalk from Main St. to the New High School along Alumni Drive as an addendum to Proposal for Civil Engineering/Surveying Services Circumferential Access Road dated July 27, 2017.

17-177.04 The City Council of the City of Sanford hereby ordains amendments to Chapter 149: Licensing, Article I: Business Licensing.

Council Member Comments
Future Agenda Items
Adjournment
The Sanford City Council met at 6:00 p.m. in the Chambers of the Sanford City Hall Annex on Tuesday, November 14, 2017. **Mayor:** Thomas P. Cote **COUNCILORS:** Deputy Mayor Maura A. Herlihy, Councilor Joseph Hanslip, Councilor Fred W. Smith, Councilor Lucas Lanigan, Councilor John L. Tuttle, Jr. and Councilor Robert G. Stackpole **CITY STAFF:** City Manager, Steven Buck; Executive Assistant, Sherry Lord; City Treasurer, Paula Simpson; Police Chief, Thomas P. Connolly and Sanford Regional Economic Growth Council Director, James F. Nimon.

Mayor Cote called the meeting to order at 6:02 pm.

The session began with the Pledge of Allegiance and a moment of silence.

**Roll Call:**
Deputy Mayor Herlihy performs the Council Roll call: Councilor Stackpole, present; Councilor Tuttle, present; Councilor Lanigan, absent w/notice; Councilor Smith, present; Councilor Hanslip, present; Deputy Mayor Herlihy, present and Mayor Cote, present.

**Minutes**

Regular Meeting: October 17, 2017; Councilor Smith moved to approve, seconded by Councilor Tuttle. The City Council voted 6-0 to approve.
Emergency Meeting: October 23, 2017; Councilor Smith moved to approve, seconded by Deputy Mayor Herlihy. The City Council voted 6-0 to approve.
Emergency Meeting: October 30, 2017; Councilor Hanslip moved to approve, seconded by Councilor Tuttle. The City Council voted 5-0 to approve. (Councilor Stackpole abstained).

**Joint Council / Budget Committee Public Hearing:**
(See Attached)

**Mayor’s Report/City Council Sub-Committee Reports**
Mayor Cote thanked the students and staff at Lafayette School for hosting him.

**City Manager’s Report**
(See attached)

**Communications/Presentations**

**Public Participation**

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

1. A public hearing for a new application for new liquor license for Gold Pine Tree LLC., D/B/A: El Mexicano, 1364 Main Street #16, Sanford Maine. Mayor Cote declared the public hearing open at 6:19pm. There was no one to speak for or against. The public hearing was declared closed at 6:19pm.

2. A public hearing for liquor license renewal for the Wolves Social Club, 40 High Street, Sanford, Maine. Mayor Cote declared the public hearing open at 6:19pm. There was no one to speak for or against. The public hearing was declared closed at 6:19pm

3. A public hearing for liquor license renewal for the Third Alarm Diner LLC., 47 Washington Street, Sanford, Maine. Mayor Cote declared the public hearing open at 6:19pm. There was no one to speak for or against. The public hearing was declared closed at 6:19pm

4. A public hearing for liquor license renewal for the Springvale Social Club, 22 Bridge Street, Springvale, Maine. Mayor Cote declared the public hearing open at 6:19pm. There was no one to speak for or against. The public hearing was declared closed at 6:20pm

5. A public hearing to discuss proposed amendments to Chapter 178: Noise. Mayor Cote declared the public hearing open at 6:20pm. Dianne Connolly of Springvale addressed a section of the ordinance and asked what the City is going to do about people with PTSD disabilities and subsection B of the ordinance. Ian Houseal, Director of Community Development addressed the concern. There was no one else to speak for or against. The public hearing was declared closed at 6:23pm

6. A public hearing to receive public comments on the development program for the municipal tax increment financing district known as the Marland Hall Municipal Development and Tax Increment Financing District (the “District”), pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statues, as amended. The District consists of 1.15 acres of property located at 31 Bradeen Street in the Village of Springvale. Mayor Cote declared the public hearing open at 6:23pm. James F. Nimon, Sanford Regional Economic Growth Council Director addressed the Council to explain the project. Rob Rankin, owner of the project addressed the Council to give a history and request a partnership in the project. There was no one else to speak for or against. The public hearing was declared closed at 6:29pm

Consent Agenda
Mayor Cote sought comments or concerns regarding the following item. There were none. The consent agenda item was approved.

17-162.01 Ordered, to approve the following license requests:

1. An application for new liquor license for Gold Pine Tree LLC., D/B/A: El Mexicano, 1364 Main Street #16, Sanford Maine.

2. An application for liquor license renewal for the Wolves Social Club, 40 High Street, Sanford, Maine.

3. An application for approval of blanket letter to operate Game of Chance: (1) Card Playing for the Wolves Social Club, 40 High Street, Sanford, Maine.

4. An application for liquor license renewal for the Third Alarm Diner LLC., 47 Washington Street, Sanford, Maine.

5. An application for liquor license renewal for the Springvale Social Club, 22 Bridge Street, Springvale, Maine.

6. An application for approval of blanket letter to operate game of chance: (1) card playing for the Springvale Social Club, 22 Bridge Street, Springvale, Maine.

Old Business

New Business

17-163.02 Ordered, to authorize the closure of Main Street from approximately Lenox Street to St. Ignatius Street from 5:15 p.m. until 6:30 p.m. on Friday December 1, 2017 for the 2017 ‘Holly Daze’ Parade. Councilor Hanslip moved to approve, seconded by Councilor Smith. The City Council voted 6-0 to approve.

17-164.03 Ordered, to discuss and take action on abating real estate taxes from 2015 through 2017 for a dilapidated mobile home identified as Tax Map R12 Lot 90A Sublot 58. Councilor Tuttle moved to approve, seconded by Councilor Stackpole. City Manager Buck explained that the Council has done a waiver of foreclosure for the past 3 years. The owner of the park would like to demolish the trailer. Abatement amount is $911.83 total. The City Council voted 6-0 to approve.

17-165.04 Ordered, to accept a bid for a 10-Wheel Plow Truck with Wing and Sander with proposed trade-in from O’Connor Motor Company of Portland, ME in the amount of $181,844.00. Councilor Tuttle moved to approve, seconded by Deputy Mayor Herlihy. The property sub-committee is recommending this purchase. The City Council voted 6-0 to approve.
Ordered, to discuss and accept bids for the West Side Plowing services. Councilor Tuttle moved to approve, seconded by Deputy Mayor Herlihy. Matt Hill, Public Works Director explained that there are 3 bids. The bids exceed the programmed budget by $52,000.00. The City Council voted 6-0 to approve.

Ordered, to accept a bid from Stuart, Torno, & Stuart Inc. of Lebanon, Maine for the reconstruction of rail road bed between Route 224 and the power lines in the amount of $6,584.00. Councilor Tuttle moved to approve, seconded by Deputy Mayor Herlihy. Councilor Smith voiced his concerns about ATV traffic on trails. Lee Burnett of the Trails Committee addressed the Council and gave a brief explanation of the project. Dianne Connolly voiced her opinion about the trail as an abutter. The City Council voted 6-0 to approve.

Ordered, to approve as follows:

(1) That a Capital Acquisition Project (the "Project") consisting of the lease of a 2017 Ford F-550 4x4 with 171 feet superliner body Ambulance, is hereby approved; and

(2) That the financing for the Project in the principal amount of $234,694 is awarded to PNC Equipment Finance, LLC with a term of five (5) years and at an interest rate of 2.96% and annual payments shall be subject to annual appropriation; and

(3) That the Treasurer and City Manager of the City are hereby authorized, acting jointly or individually, to execute the Lease Purchase Agreement and all other documents reasonably necessary to accomplish the purpose of this vote, as the documents may require; and

(4) That said Lease is NOT hereby designated a “bank qualified tax-exempt obligation” of the Town for the 2017 calendar year under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Councilor Smith moved to approve, seconded by Councilor Tuttle. City Manager Buck explained this agenda item. The City Council voted 6-0 to approve.

Ordered, to approve as follows:

(1) That a Capital Acquisition Project (the "Project") consisting of the lease of a 2018 Pierce Velocity Mid-Mount Quint, is hereby approved; and

(2) That the financing for the Project in the principal amount of $1,244,500 is awarded to PNC Equipment Finance, LLC with a term of ten
(10) years and at an interest rate of 2.55% and annual payments shall be subject to annual appropriation; and

(3) That the Treasurer and City Manager of the City are hereby authorized, acting jointly or individually, to execute the Lease Purchase Agreement and all other documents reasonably necessary to accomplish the purpose of this vote, as the documents may require; and

(4) That said Lease is NOT hereby designated a “bank qualified tax-exempt obligation” of the Town for the 2017 calendar year under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Councilor Smith moved to approve, seconded by Councilor Tuttle. City Manager Buck explained this agenda item. The City Council voted 6-0 to approve.

17-170.09 The City Council of the City of Sanford hereby ordains amendments to Chapter 178: Noise. (This item must be read on two separate days. This is the first reading). There was no action taken on this item.

17-171.10 Ordered, to deny the bid proposal for restaurant services at the Sanford Seacoast Regional Airport. Councilor Tuttle moved to deny, seconded by Deputy Mayor Herlihy. Allison Rogers, Airport Manger explained the process and the lengthy process and the reason for the denial of the bid proposal. Rene Bernier owner of the Cockpit Café addressed the Council and voiced her concerns. The City Council voted 6-0 to deny the bid proposal from the Cockpit café.

17-172.11 Ordered, to accept and authorize the City Manager to sign the amendment to the Cockpit Café lease and operating rights agreement. Councilor Tuttle moved to approve, seconded by Councilor Stackpole. Airport Manger Rogers asked the City Council amend the term from 60 days to 30 days termination. The Council recommended to keep the 60 day termination. The City Council voted 6-0 to approve.

17-173.12 Ordered, to approve a Municipal Tax Increment Financing District to be known as the Marland Hall Municipal Development and Tax Increment Financing District and to authorize the City Manager to execute required documents. Councilor Smith moved to approve, seconded by Councilor Tuttle. The City Council voted 6-0 to approve.

Council Member Comments
Councilor Stackpole: He noticed that there are still a lot of Yes on 1 signs out there.
Councilor Lanigan: absent
Councilor Tuttle: Trash being dumped at the Salvation Army bin at Percy Tire. He is also getting complaints about the traffic at Prompto. He also congratulated Joe and Maura on winning their race.
Councilor Smith: He has had a lot of people calling about the Island Ave fires and Mill. He would like an update at the next meeting.
Councilor Hanslip: Thanked everyone that voted for him during the election.
Deputy Mayor Herlihy: Thanked everyone that come out to vote and those that voted for her.
Mayor Cote: When he was at the Lafayette school there were a lot of questions about the fires in the neighborhood. He feels that both towers need to come down at Stenton Trust.

**Future Agenda Items**
Dumping trash – Zoning Sub-Committee
Ban of additional grow facilities in the Downtown – Zoning Sub-Committee

**Adjournment**
Mayor Herlihy moved to adjourn regular meeting at 7:33pm
Respectfully submitted by Sherry Lord, Executive Assistant
To: City Council  
Subject: Manager’s Report  
Date: November 14th, 2017  

**Sanford Airport Solar, LLC Permitting:**
The Solar Project achieved a milestone this week as the Director of Office of Airport Compliance, Secretary of Defense cleared the 419/4 acres of Airport Property to be used for the Solar Project as land “not currently required for aeronautical purposes.” FAA has also provided their approval of the same. This completes the process as required under the National Emergency Use Provision (NEUP).

The Final Environmental Permitting information is being submitted to DEP this week for final review and completion of the National Environmental Policy Act (NEPA) permit. Much time and resources have been extended by NextEra on completing the information for review for the pending Permit. Wetlands and Vernal Pools are completely avoided by the Project and therefore Army Corps of Engineers have approved. The lingering approvals have been contingent upon addressing the Species of Special Concern that are present on or around the Airport property to include Lepidoptera (Sleepy Dusky-winged Moths), Grasshopper Sparrows, Black Racer Snakes, Bland Turtles, and others. The Project has now submitted a combination of Conservation Lands and Easements as well as Mitigation Funds to account for any impacts pursuant to the Project for the duration that the solar panels will be on the Airport.

Today (11/14/17) at 5:00PM there is an information meeting hosted by Nextera and the Airport to inform the Airport users and other members of the public of the operational and environmental impacts measures associated with the Project.

**Opioid Multi-District Litigation:**
Administration has been in contact with several large law firms about their work on pending Multi-District Litigation Suites against the Pharmaceutical Opioid Manufacturers and Distributors for costs incurred by Municipalities for Public Safety responses related to the use/abuse of opioids. The states of Mississippi and Ohio have already begun such suites. A number of the Members of the Mayors’ Coalition are also exploring a best avenue to pursue such class action type of suites.
The City’s Legal Counsel, Attorney Philip Saucier, has been consulted. Our Counsel is examining the large Firms working on such multi-district litigation to assess which of the Firms will likely amass the largest number of clients and provide the best representation and a track record of winning litigation in these areas. The Courts typically assign the Firm representing the largest number of claimants as being the Lead Plaintiff Firm. The city’s Counsel will report back to Administration and that recommendation will be brought forward to the City Council for consideration. The Firm will take the case at no cost seeking to be compensated as part of the suite.

**Adult Use Marijuana:**
As all are aware, the State Legislature passed LD 1650 on October 23, 2017, governor LePage vetoed the same on November 3, 2017, and the State Legislature failed to override said veto on November 6, 2017. All of these actions leave the status of Adult-use Recreational Marijuana law in Maine in a state of extreme flux. Possible next actions could include:

- An Emergency Bill introduced into the Short Session starting in January
- Amendments to LD 1650 for reconsideration
- State Committee may reconvene its work
- An extension of the current Moratorium now set to expire on 2/1/18 reverting to the Law passed in November of 2017
- Governor can block any Rule making by Agencies
- Federal Attorney General may rule on or overturn the Cole Memorandum
- A combination of all of the above

Given all of this flux, Chairman Lanigan of the City Council’s Marijuana Task Force has suspended further work of the Committee pending further determination by the State of what the Law will be governing Adult-use Recreational Marijuana. Administration will continue to monitor the State’s actions to timely notify the Task Force of any new developments.

**SanfordNet Fiber:**
City is still waiting for the last three Make Ready Estimates to be produced by FairPoint then allowing CMP to respond on the same. This is the last information needed to complete the Engineered Final Cost Estimates for the complete construction of the 45 miles of fiber optic broadband network. Weekly construction design meetings continue as to weekly work on the Network Operator Agreement and Dark Fiber Lease Agreements. The last of the Network Operator Agreement elements have now been completed and a final review is ongoing between the City and GWI.

Next Steps are for EDA to perform a review of the pending Bid Documents allowing the Request for Proposals to construct to be issued in December. All is hinging on the final Make Ready estimates. All Quarterly Reports as well as the Financial Reporting have been submitted to and accepted by EDA maintaining the Projects qualifications for reimbursement as well as the City’s ability to use the EDA for 50% of the approved Project Costs. There is still no change to the anticipated start date of May of 2018 for SanfordNet Fiber.
Reminder of Council Meeting Dates:
The next City Council meeting will be Tuesday, November 21st, 2917 as the normal third Tuesday of the month but is being affirmed as the November 7th date was moved to November 14th due to Elections.

Skilled Nursing Center:
Sandy River, the developer of the newly proposed $21 Million dollar Skilled Nursing Care Center, has started the Site Plan process for the property adjacent to the current Newton Center. Conceptual layouts have been produced, a neighborhood meeting has occurred producing amendments to the Plans, and discussions with the City about a future closure of July Street is ongoing. Administration is working with our legal counsel Bernstein Shur, who also represents the developer Sandy River, to sign a waiver of dual representation to allow the single Firm to represent the Developer and City only on the matter of the Street Closure.

The City Council may be asked to pass a Resolution affirming their willingness to hold a Public Hearing and consider discontinuance of July Street from Sherburne to June pending receipt of Site Plan approval. Counsel will make a recommendation for the next meeting.

High School Sidewalk starting at Old Mill Intersection:
The City continues to work with MDOT on intersection improvements at Old Mill, Main Street, and Alumni Drive to include movement of the existing traffic light to this intersection. During the work on the intersection and given the pending designed improvements to better account for pedestrian safety, discussions have been ongoing between the City and Department of Education to put back a sidewalk along Alumni Drive that formerly was removed during value engineering.

Communications today indicate the DOE is receptive to restoring the Sidewalk into the Project provided the engineering and permitting modification would be a local expense. Administration is seeking clarification and full costing of the Contract Modification to account for Construction, Design, and Permit Modification. City would expect a fee of 6 to 7% of the constructed costs for engineering and permitting using the existing Site Engineers (Sebago) as well as current Site Contractor of Shaw Brothers to construct.

Granicus Update:
The City Council authorized the acquisition of the Granicus Peak Management software suite for use in the creation, tracking, and implementation of Committee Agenda, Item and Action Management, and Information dissemination of all associated work and materials. Administration has worked with the Platform training on setup and customization. Department Manager’s received their initial training on 11/14/17 and we anticipated going live with the December 5th, 2017 Council meeting.

Administration will work in the Peak Agenda Management Suite to create, track, approve, and move information forward through committees, Council Subcommittees, and ultimately to City Council using this platform. The resulting Agenda and support materials will be published to the Web and or disseminated to the public in bookmarked pdf format. The City Council will have the app iLegisllate added to their iPad or computer as the interface with the software.
We will present further on the use of the platform as the first Agendas and Packets are moved forward to ensure a seamless transition from the current pdf format to the new pdf and iLegislate interfaces.

CITY OF SANFORD/VILLAGE OF SPRINGVALE

PRESS RELEASE

Date: October 10, 2017
Date of Release: same
Department/Bureau: Parks and Recreation
Contact Person: Marcel Blouin
Telephone Number: 324-9130
Mailing Address: City Hall
919 Main Street
Sanford, ME 04073

Web: www.sanfordmaine.org

The Sanford Parks and Recreation Department is announcing that now is the time for groups and organizations to register for the Holly Daze Parade set for Friday evening December 1, 2017 at 5:30 p.m... The theme for the parade remains “Holly Daze” which should combine many things at this time to celebrate the season. In the past we have had representation from the Grinch who stole Christmas to Shepherds keeping watch over their flocks. Lights, lights and more lights have become a must as well and plenty of music coming from the floats makes for a very festive display. The only thing we would not want to see is Mr. and Mrs. Clause as the official real ones are in the parade as Special Guests. This Parade has become a staple in the community as people line Main Street from the Dairy Queen to the Mid Town Mall. For more information individuals and groups may find it on the Town of Sanford web site at www.sanfordmaine.org by contacting the Sanford Parks and Recreation Department at 324-9130.

Immediately following the Parade the City Christmas Tree will be lighted in Central Park. Santa will throw the switch to light the tree that is adorned by hundreds of LED lights.

On Saturday December 2 from 10 to 2, horse drawn wagon rides will be featured in the downtown area. Activities like face painting and cookie decorating will be held at the Trafton Center. Lunch will also be available at the Trafton Center. Call the center for more information. Pictures with Santa and Mrs. Clause will take place at Get Fired Up on Main Street in Sanford. For more information you may call the Trafton Center, Get Fired Up or the Sanford Parks and Recreation Department. On Saturday evening at 7:00 p.m. the Blue Note Big Band will be performing at St. Ignatius Parish Hall on Riverside Street in Sanford. BNBB is a very professional 17 piece jazz band that plays many Big Band Era tunes and Showtunes as well. Bring your dancing shoes as space will be available to kick up your heels. There will also be some Christmas selections as well. More information will be made available at www.sanfordmaine.org
CITY OF SANFORD
PUBLIC HEARING NOTICE

Hearing will be held in the City Hall Annex Chambers 3rd Floor, 917 Main Street, Sanford, Maine on Tuesday, the 21st day of November, AD 2017 at 6:00 P.M. by the Municipal officials to consider approval of the following:

GC Pizza Hut, LLC., D/B/A: Pizza Hut, 1364 Main Street, Sanford, Maine. Application for Liquor License Renewal signed by, Paul R. Brown, Registered Agent.

All persons may appear to show cause, if any they may have, why said license application should not be approved.

Dated at Sanford, Maine this 13th day of November, AD 2017.

Susan H. Cote
City Clerk

(To run in Journal Tribune on November 15-16-17, 2017)
The City Council will open a public hearing to seek and receive comment on the proposed amendments to the following ordinance:

Chapter 149: Licensing
   - Article I: Business Licensing

The hearing will be held in the City Council Chambers at 6:00 P.M. on the date above-referenced. TDD/TTY users may call local TTY number or 711. If you are physically unable to access any of the City’s programs or services, please call Sherry Lord at (207) 324-9173 so that accommodations can be made.
NEW application: □ Yes  ■ No

PRESENT LICENSE EXPIRES 2/20/18

INDICATE TYPE OF PRIVILEGE:  ■ MALT  □ VINOUS  □ SPIRITUOUS

INDICATE TYPE OF LICENSE:
■ RESTAURANT  (Class I,II,III,IV)  □ RESTAURANT/LOUNGE  (Class XI)
□ HOTEL  (Class I,II,III,IV)  □ HOTEL, FOOD OPTIONAL  (Class I-A)
□ CLUB w/o Catering (Class V)  □ CLUB with CATERING  (Class I)
□ TAVERN  (Class IV)  □ QUALIFIED CATERING  □ OTHER: ____________________________

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

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<tr>
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<th>Email Address</th>
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<tbody>
<tr>
<td><a href="mailto:awilliams@ybk.com">awilliams@ybk.com</a></td>
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If business is NEW or under new ownership, indicate starting date: ____________________________

Requested inspection date: ____________________________  Business hours: Sun-Thu 11AM-10PM / Fri-Sat 11AM-11PM

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A

2. State amount of gross income from period of last license: ROOMS $N/A  FOOD $4,767,875  LIQUOR $1,880

3. Is applicant a corporation, limited liability company or limited partnership?  ■ YES  □ NO  □
If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you own or have any interest in any another Maine Liquor License?  ■ Yes  □ No  □
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

SEE ATTACHED SHEET  (Use an additional sheet(s) if necessary.)

License #  Name of Business

Physical Location  City / Town

On Premise Rev. 6-2017
5. Do you permit dancing or entertainment on the licensed premises?  
   YES ☐  NO ☐

6. If manager is to be employed, give name:  Crystal McFarland

7. Business records are located at:  116 Radio Circle Dr., Suite 30, Mt. Kisco, NY 10549

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

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

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

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<th>Name in Full (Print Clearly)</th>
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<th>Place of Birth</th>
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<tbody>
<tr>
<td>Crystal McFarland</td>
<td>7/15/80</td>
<td>Sanford</td>
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Residence address on all of the above for previous 5 years (Limit answer to city & state)

Sanford

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States?  
   YES ☐  NO ☒

   Name: ____________________________________  
   Date of Conviction: ________________________

   Offense: ____________________________________  
   Location: ________________________

   Disposition: ____________________________________  
   (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
   Yes ☐  No ☒  If YES, give name: ________________________

13. Has/have applicant(s) formerly held a Maine liquor license?  
   YES ☒  NO ☐

14. Does/do applicant(s) own the premises?  
   Yes ☐  No ☒  If No give name and address of owner: ____________________________________

   Christos F. Kombouras & Effie Kombouras, Trustees of Premier Commercial Properties Realty Trust 2

15. Describe in detail the premises to be licensed: (On Premise Diagram Required)  
    44' x 104' brick building

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
   YES ☒  NO ☐  Applied for: ________________________

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?  
   410 mile

   Which of the above is nearest?  Church

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

On Premise Rev. 6-2017
The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: “I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to $2,000 or both.”

Dated:  

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

FEE SCHEDULE

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

Class I  Spirituous, Vinous and Malt ........................................................................................................ $ 900.00

CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A  Spirituous, Vinous and Malt, Optional Food (Hotels Only) .............................................................. $1,100.00

CLASS I-A: Hotels only that do not serve three meals a day.

Class II  Spirituous Only ........................................................................................................................................ $ 550.00

CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III  Vinous Only ........................................................................................................................................ $ 220.00

CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV  Malt Liquor Only .............................................................................................................................. $ 220.00

CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V  Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) ........................................ $ 495.00

CLASS V: Clubs without catering privileges.

Class X  Spirituous, Vinous and Malt – Class A Lounge .................................................................................. $2,200.00

CLASS X: Class A Lounge

Class XI  Spirituous, Vinous and Malt – Restaurant Lounge ......................................................................... $1,500.00

CLASS XI: Restaurant/Lounge; and OTB.

UNORGANIZED TERRITORIES $10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.
All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008.
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:
Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: Sanford, Maine
On: November 21, 2017

The undersigned being: ☑ Municipal Officers ☑ County Commissioners
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place
of: Sanford, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

________________________________________
________________________________________

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

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

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

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

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

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

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

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

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

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

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

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

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

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

[ 2009, c. 81, §§1-3 (AMD).]

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

A. [1993, c. 730, §27 (RP).]

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

[1995,c.140,§6(AMD).]

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

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

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

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

Please be sure to include the following with your application:
Completed the application and sign the form.
Signed check with correct license fee and filing fee.
Your local City or Towns signature(s) are on the forms.
Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).
Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.
Complete the Corporate Information sheet for all ownerships except sole proprietorships.
If you have any questions regarding your application, please contact us at (207) 624-7220.
ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.

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

Please clearly complete this form in its entirety.

1. Exact legal name: GC Pizza Hut, LLC

2. Doing Business As, if any: Pizza Hut

3. Date of filing with Secretary of State: 4/17/17 State in which you are formed: Delaware

4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: 4/26/17

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS (5 YEARS)</th>
<th>Date of Birth</th>
<th>TITLE</th>
<th>Ownership %</th>
</tr>
</thead>
<tbody>
<tr>
<td>GC Legacy Trust</td>
<td>116 Radio Circle Dr., Suite 30, Mt. Kisco, NY 10549</td>
<td>N/A</td>
<td>Sole Member</td>
<td>100%</td>
</tr>
<tr>
<td>Paul R. Brown</td>
<td>Bangor, ME 04401</td>
<td></td>
<td>Registered Agent - appl representative for license applications in Maine</td>
<td>0%</td>
</tr>
</tbody>
</table>

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

6. If Co-Op # of members: _____________________ (list primary officers in the above boxes)
ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.
7. Is any principal person involved with the entity a law enforcement official?

   Yes ☐  No ☐  If Yes, Name: ____________________________  Agency: ____________________________

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

   Yes ☐  No ☐

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

   Name: __________________________________________

   Date of Conviction: __________________________

   Offense: _______________________________________

   Location of Conviction: __________________________

   Disposition: ____________________________________

   ______________________________________________

Signature:_____________________________________

Signature of Duly Authorized Person  Date 10/23/17

Paul R. Brown, Registered Agent

Print Name of Duly Authorized Person

Submit Completed Forms to:

Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220  Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>EXPIRES</th>
<th>LICENSE #</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Augusta</td>
<td>2/12/2018</td>
<td>RES-1997-5923</td>
<td>65 Western Ave., Augusta, ME</td>
</tr>
<tr>
<td>Bangor Mall</td>
<td>3/23/2018</td>
<td>RES-1997-5884</td>
<td>49 Bangor Mall Blvd, Bangor, ME</td>
</tr>
<tr>
<td>Broadway</td>
<td>2/12/2018</td>
<td>RES-1997-5918</td>
<td>611 Broadway, Bangor, ME</td>
</tr>
<tr>
<td>Brunswick</td>
<td>12/30/2018</td>
<td>RES-2000-5942</td>
<td>238 Bath Road, Brunswick, ME</td>
</tr>
<tr>
<td>Ellsworth</td>
<td>2/20/2018</td>
<td>RES-1997-7188</td>
<td>211 High Street, Ellsworth, ME</td>
</tr>
<tr>
<td>Farmington</td>
<td>2/20/2018</td>
<td>RES-1997-7020</td>
<td>564 Wilton Rd, Farmington, ME</td>
</tr>
<tr>
<td>Houlton</td>
<td>2/20/2018</td>
<td>RES-1997-5345</td>
<td>136 North St., Houlton, ME</td>
</tr>
<tr>
<td>Newport</td>
<td>11/7/2018</td>
<td>RES-2006-7498</td>
<td>18 Main Street, Newport, ME</td>
</tr>
<tr>
<td>Presque Isle</td>
<td>2/20/2018</td>
<td>RES-1997-5706</td>
<td>814 North Main St., Presque Isle, ME</td>
</tr>
<tr>
<td>Rockland</td>
<td>2/12/2018</td>
<td>RES-1997-5890</td>
<td>190 Camden St., Rockland, ME</td>
</tr>
<tr>
<td>Saco</td>
<td>2/25/2018</td>
<td>RES-1997-5320</td>
<td>507 Main Street, Saco, ME</td>
</tr>
<tr>
<td>Sanford</td>
<td>2/20/2018</td>
<td>RES-1997-5464</td>
<td>1364 Main St., Sanford, ME</td>
</tr>
<tr>
<td>Skowhegan</td>
<td>12/2/2018</td>
<td>RES-2013-7806</td>
<td>318 Madison Ave., Skowhegan, ME</td>
</tr>
<tr>
<td>Waterville</td>
<td>2/12/2018</td>
<td>RES-1998-7187</td>
<td>440 Kennedy Memorial Dr., Waterville, ME</td>
</tr>
<tr>
<td>Westbrook</td>
<td>4/16/2018</td>
<td>RES-1997-5810</td>
<td>25 Main St., Westbrook, ME</td>
</tr>
<tr>
<td>Windham</td>
<td>1/5/2018</td>
<td>RES-1997-5749</td>
<td>799 Roosevelt Trail, Windham, ME</td>
</tr>
</tbody>
</table>
ORDER APPOINTING JEANNIE WOOD AS CONSTABLE
RE: DEPARTMENT OF COMMUNITY DEVELOPMENT

ORDERED, that Jeannie Wood, Code Enforcement Officer, is hereby appointed as constable until June 30, 2018; and

BE IT FURTHER ORDERED, that this appointment shall be effective from the effective date of this order until 12:00 midnight, June 30, 2018; and

BE IT FURTHER ORDERED, that this appointment is empowered to enforce civil violations of City Code, to wit: the applicable sections of Chapters 90, 128; 149; 178; 183; 209; 220; 226; 265; 270; 275; 280; and any amendments to applicable City Code, or any applicable Emergency Ordinances, that have been approved and adopted by Council Order.

BE IT FURTHER ORDERED, that this appointment is empowered to serve civil summons for violations of City Code; and

BE IT FURTHER ORDERED, that this appointment is empowered to serve all legal process allowed under State law on behalf of and at the request of the City of Sanford, Sanford Land Bank Authority, and the Sanford Housing Authority; and

BE IT FURTHER ORDERED, that this appointment does not have any of the powers of a special police officer pursuant to 30-A M.R.S.A § 2672, except those powers specifically enumerated in this order; and

BE IT FURTHER ORDERED, that this appointment shall not wear a uniform or cap in a color or style similar to that worn by regular police officers of the City; and

BE IT FURTHER ORDERED that this appointment is not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.
Memo

To: City Council  
Subject: Sidewalk to New High School along Alumni Drive starting at Route 109/Old Mill  
Date: November 17, 2017

Objective: Construction of a sidewalk to the New High School starting at the new intersection of Alumni Drive at Route 109 and Old Mill. Cost Sharing scenario between the City (Local) and the State Dept. of Education (State).

History: The Original Design of the High School and associated roadways and ground work had included a sidewalk along the primary entrance off Route 109/Main St. As the Project further developed and costs were estimated, the Project underwent value engineering. The determination was to build the required pedestrian access along the shortest build-route of Mayflower Drive on top of the utilities corridor as constructed. The Trails Committee, Public Works, and Safe Routes to Schools all continued to advocate for a sidewalk to be constructed along Alumni Drive in conjunction with Mayflower Drive.

The Maine Department of Education (DOE) has now agreed to fund the construction cost of the sidewalk as a State Expense provided that the City fund the design and any additional environmental permitting associated with the Sidewalk. Communications with Jim Hartford, Maine Registered Architect School Construction Coordinator employed on the Project, affirmed DOE’s commitment to this funding scenario. The anticipated construction cost for the Sidewalk is $140,500 provided that the current Civil Engineers for the Project, Sebago Technics, and current Site Contractor, Shaw Brothers, are utilized.

Sebago Technic has agreed to have a Contract Amendment to the City’s current Contract for Design Services for the Circumferential Road under design to connect Rt. 109/Main Street to Burger King, KFC, and O’Reilly Auto Parts. Shaw Brothers has agreed with the State to perform the Change Order for the construction of the Sidewalk as estimated.

Action by Council: Review and Approval of the attached Contract for Professional Services with Sebago Technics for the layout design and permit for a new sidewalk extension between Main Street and the New High School in an amount not to exceed $10,000. The amount was negotiated as the allowable 6.7% of constructed value per the Project. If the Council so approves;
Ordered, to approve a Contract for Services with Sebago Technics for the design, layout, and permitting for a sidewalk from Main St. to the New High School along Alumni Drive as an addendum to Proposal for Civil Engineering/Surveying Services Circumferential Access Road dated July 27, 2017.
Date: September 27, 2017
Project No. 12233-02
Client: City of Sanford, Maine
Street: 156 School Street
City, State, Zip: Sanford, Maine 04073

Attn: Matthew Hill
Project Name: Sanford High School Sidewalk Extension
Telephone: 207-324-9135

Scope of Services
The below scope and fee are added services to the contract for circumferential road, dated, April 10, 2017.

1. Scope of Services
   - Scope of services will include layout Design and permit of a new sidewalk extension between Main Street (Route 109) and the new high school. The design will be based on existing and proposed site features associated with the school project currently under construction. A wetland area near a vernal pool will need to be spanned. A foot bridge or construction of a concrete wall will be required at the wetland crossing to avoid any additional impacts to the wetland.
   - Runoff from additional impervious area created by the sidewalk will need to be treated by utilizing stormwater BMPs associated with the high school project. We will perform calculations to confirm capacity in each stormwater BMP that will receive runoff from the sidewalk. Our scope does not include design or redesign of stormwater BMPs.
   - General coordination with Maine DEP. Prepare Maine DEP Minor Revision Application for proposed improvements related to sidewalk. We will also include related improvements with local application for circumferential road.
   - Attend up to three meetings beyond amount specified in April 10, 2017 contract.

2. Assumptions:
   - No additional survey work will be required for sidewalk.
   - Layout will not change after design is initiated. Fee does not include additional work for redesign.

3. Exclusions
   - Maine DEP Site Location of Development Amendment and Army Corps general programmatic permit.
   - Survey ground topography
   - Reimbursable expenses

Sebago Technics, Inc. hereby proposes to furnish professional services in accordance with the above scope of services and description. Client and/or representative agrees to compensate Sebago Technics for its services as follows:

☒ Time charge based on hourly rates. Estimated Cost of Project:
☒ Not to Exceed: $10,000 without prior approval.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written request and will become an extra charge over and above the estimate. Payment for services is due 30 days from billing date, unless otherwise specified.

Authorized Signature: ____________________________ Date: September 29, 2017

Company Representative: Craig Burgess, P.E., Project Manager/ Senior Project Engineer

Acceptance of Proposal: The above prices, specifications and attached Terms and Conditions are satisfactory and are hereby accepted. Sebago Technics is authorized to do the work as specified. Payment will be made as outlined above.

Date: __________________ Signature: ____________________________
Print Name: ____________________________
For: __________________________________

THE SIGNEE HEREON CERTIFIES THAT THEY ARE AUTHORIZED TO CONTRACT FOR THE SERVICES OUTLINED HEREON.
STANDARD TERMS AND CONDITIONS

GENERAL: The following Standard Terms and Conditions, listed in alphabetical order, together with the attached Proposal, Letter Agreement or Contract and Standard Fee Schedule (if included), constitute the Agreement between Sebago Technics, Inc. (“Sebago Technics”) and the entity or person to whom the Agreement is addressed (“Client”) to perform basic or additional services. As sometimes used herein, the Work performed by Sebago Technics shall include but not be limited to the Scope of Services and Additional Services performed by Sebago Technics and/or its consultants. The headings and titles of the paragraphs of these Terms and Conditions as well as any other part of this Agreement are for convenience purposes only and are not intended to define, limit or construe the contents of the various paragraphs.

1. ACCESS TO SITE
   Unless otherwise stated, Client grants Sebago Technics full access to the site for all activities necessary for the performance of the services set out in the Scope of Services. Sebago Technics will take all reasonable precautions to minimize damage due to its activities. Unless otherwise stated, Sebago Technics has not included any costs in its Compensation for any restoration.

2. ADDITIONAL SERVICES
   Additional Services are those services not specifically set forth in the Scope of Services. Sebago Technics will notify the Client of any significant change in the Scope of Services which will be considered additional services and costs for which Client agrees to pay on an hourly basis or as incurred in accordance with Sebago Technics latest fee schedule and/or as reported to the Client.

3. APPLICABLE LAW
   This Agreement shall be governed by the laws of the State for which the project is located.

4. ASSIGNMENT
   Neither party shall assign its rights and/or obligations hereunder to any other party without the prior written consent of the other party. Sebago Technics, however, reserves the right to use consultants and/or sub-contractors to complete the work described under the Scope of Services as it deems necessary.

5. BILLING/PAYMENTS
   Invoices for services and expenses incurred will be submitted monthly and are due upon receipt. An invoice shall be considered PAST DUE if payment is not received within 30 (thirty) days after the invoice date. Should payment not be received, Sebago Technics may, at its sole discretion, without waiving any claim or right against the Client and without any liability to the Client, terminate its performance of services. Interest charges may be applied to all PAST DUE amounts. Sebago Technics also reserves the right to utilize any other methods, processes or procedures available to it, under law, in order to collect charges and fees owed to it. Should Sebago Technics incur expenses to collect its outstanding fees, Client agrees to reimburse Sebago Technics for all such expenses including reasonable attorneys’ and paralegal fees, court costs and other related expenses.

6. BURIED UTILITIES
   Sebago Technics will conduct research that it deems necessary and will prepare a plan indicating the location intended for subsurface penetrations and/or proposed underground infrastructures with respect to the assumed locations of all existing subsurface utilities. Although such services will be performed by Sebago Technics, or its subcontractor, using its industry’s ordinary standard of care, the Client acknowledges that Sebago Technics’ research may not identify all existing underground utilities and that the information upon which Sebago Technics relied may contain errors and omissions. The Client therefore agrees, to the fullest extent permitted by law, to indemnify and hold Sebago Technics harmless from any and all claims, liabilities and costs of defense, including but not limited to its attorneys’ and paralegal’s’ fees and costs, whether or not actual litigation is commenced, for all liability, injury or losses arising or allegedly arising from errors or omissions related to buried utilities.

7. COMPENSATION/BUDGET
   Unless stated as a lump sum, the total fee set forth shall be understood to be an estimate, based upon the stated Scope of Services, Sebago Technics’ understanding of the work being requested by the Client and Sebago Technics’ best estimate and understanding of the work that is actually required. The Compensation/Budget shall not be exceeded by more than ten percent (10%) without further authorization from the Client. If the Compensation/Budget is based on an hourly basis, the rates shall be those that prevail at the time the services are rendered. Rates are subject to change without prior notification. Reimbursable expenses shall include, but are not limited to those for travel, survey supplies, equipment use, telephone, photocopies, prints and copies including black and white, fax, and postage and shall be incurred during overnight travel be required, lodging and per diem for meals and other reasonable expenses.

8. CONFIDENTIALITY
   Sebago Technics agrees to keep confidential and will not disclose to any person or entity other than its employees and sub-consultants any data and information furnished to Sebago Technics stated to be or is marked “Confidential” by the Client. Sebago Technics will not disclose such information without Client’s prior consent except to the extent required for: 1) performance of services under this Agreement; 2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; 3) compliance with any court order, statute, law, or governmental directive; and/or 4) protection of Sebago Technics from the performance of services under this Agreement. Sebago Technics’ obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

9. CORPORATE PROTECTION
   Client agrees that Sebago Technics’ services performed pursuant to the Scope of Services and any Additional Services rendered for Client’s project shall not subject any of Sebago Technics’ individual employees, officers, directors or agents to any personal legal liability. Client agrees that its sole and exclusive remedy for any claim, demand or suit with respect to the Scope of Services and any Additional Services shall be directed and asserted only against Sebago Technics, which is a Maine corporation. The Client further agrees to extend this limitation to Sebago Technics’ corporate sub-consultants.

10. COUNTERPARTS AND DUPLICATE ORIGINALS
    This Agreement may be executed in one or more counterparts which, when combined, shall constitute one complete original and may be executed in duplicate originals.

11. DISPUTE RESOLUTION
    Sebago Technics and Client agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

12. ELECTRONIC MEDIA
    Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional. Accordingly, documents provided to Client in electronic media form are for informational purposes only and are not an end product. Making electronic information available to the Client in no way implies that the recipient is required by Sebago Technics to use it. Use of electronic information supplied by Sebago Technics in this form is at the sole risk and liability of the user. Client agrees to defend, indemnify, and hold harmless Sebago Technics from any claims, liabilities, losses or damages arising out of the use, reuse or alteration of electronic media. Sebago Technics makes no warranties or representations, either expressed or implied, regarding the fitness or suitability of the electronic media.

All clients shall be required to sign Sebago Technics’ Electronic File Confidentiality and Transfer Disclaimer form. Any electronic files submitted by Sebago Technics to the Client have an acceptance deadline of forty-five (45) days. During this period, any defects reported by the Client to Sebago Technics will be corrected pursuant to its original Scope of Services. However, upon the expiration of this acceptance period, any defects claimed by the Client and reported to Sebago Technics shall be addressed by Sebago Technics, which shall be compensated therefore as Additional Services.

13. ENTIRE AGREEMENT
    This Agreement constitutes the entire agreement between the Client and Sebago Technics with respect to the subject matters stated herein and this Agreement supersedes all previous negotiations, discussions and agreements between the Client and Sebago Technics as to the subject matter of this Agreement. These conditions shall survive the completion of Sebago Technics’ services under this Agreement and the termination of any services for cause.

14. ENVIRONMENTAL SITE ASSESSMENTS (ESAs)
    Should Sebago Technics be hired to perform any ESA services, the Client agrees to the fullest extent permitted by law to indemnify and hold Sebago Technics harmless from any and all claims, liabilities and costs of defense, including but not limited to its attorneys’ and paralegal’s’ fees and costs, whether or not actual litigation is commenced, for all liability, injury or losses arising or allegedly arising in any way to the existence, release or disposal of toxic or hazardous substances as they may now or in the future be determined under any and all local, state or federal laws except and unless Sebago Technics is found to have engaged in any willful misconduct related thereto.

15. FORCE MAJURE
    Except for Client’s obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated site or subsurface conditions, explosion, war, request or intervention of a governmental authority, court order, labor relations, accidents, delay or inability to obtain materials, equipment, fuel or transportation.

16. HIDDEN CONDITIONS
    A condition is hidden if concealed by existing conditions or is not capable of investigation by reasonable visual observation. If Sebago Technics has reason to believe that such a condition may exist, the Client agrees to authorize and pay for all costs associated with the reasonable investigation of such condition and, if necessary, all costs to correct the condition. If the Client either fails to authorize such investigation or correction after due notification or should Sebago Technics have reasonable belief no such condition exists, the Client agrees to be solely responsible for all risks associated with the condition and agrees that Sebago Technics shall not be responsible for the condition nor shall it have any liability with respect thereto as to the Client and all third parties.

17. INDEMNIFICATION
    The Client agrees to indemnify and hold harmless Sebago Technics, its officers, directors, employees and agents from and against any and all claims, damages, losses and expenses (including reasonable attorneys’ and paralegals’ fees and costs whether or not formal litigation is commenced) arising out of or resulting from performance of Sebago Technics work provided that any such claims, damages, losses and expenses are caused in whole or in part by the negligent act or omission or strict liability of the Client or anyone directly or indirectly engaged by the Client (other than Sebago Technics) or anyone for whose acts any of them may be liable.

18. INFORMATION PROVIDED BY OTHERS
    After Sebago Technics has advised the Client about the information required for Sebago Technics to adequately perform its Scope of Services and any Additional Services, Client shall provide Sebago Technics with all requested information available to the Client and its consultants, agents and contractors and Sebago Technics shall be entitled to rely upon the accuracy and completeness of such information. Because it is impossible to assure the accuracy, completeness and sufficiency of information due to errors or omissions which may have occurred in assembling the information the Client and/or its agents are providing to Sebago Technics, the Client agrees, to the fullest extent permitted by law, to indemnify and
hold Sebago Technics and its sub-consultants harmless from any and all claims, liability and costs of defense, including but not limited to its attorneys' and paralegals' fees and costs, whether or not actual litigation is commenced, for all liability, injury or losses arising or allegedly arising from all errors, omissions or inaccuracies in all documents, specifications and information provided to Sebago Technics by the Client and/or its agents.

19. INSOLVENCY/AVOIDANCE OF PAYMENTS
In the event of a filing under the Federal Bankruptcy Code of a case by or against Client or in the event of the commencement by or against the Client of any state law proceeding for the liquidation of its assets or for the reorganization of its debts, Sebago Technics obligations under this Agreement are immediately relieved. To the extent that the Client makes payment or payments to Sebago Technics which are in whole or in part subsequently invalidated or are declared to be a preference and are set aside and/or required to be repaid to any party under any bankruptcy or insolvency law, state or federal law, common law or equitable cause, then to the extent such payments are set aside or are repaid, they shall be reinstated and included in what Client owes Sebago Technics.

20. INSURANCE
During the term of this Agreement, Sebago Technics agrees to provide insurance coverage for Professional Liability, Commercial General Liability, Worker’s Compensation and Employer’s Liability and Automobile Liability for all of its employees. Evidence of this coverage can be provided upon request.

21. LEGAL ACTION, FEES AND COSTS
All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however expressed, shall be barred two (2) years from the day after the completion of Sebago Technics’ services. In the event the Client institutes a suit against Sebago Technics, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for Sebago Technics, Client agrees to pay Sebago Technics any and all costs of defense, including attorney's fees, experts' fees, court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Sebago Technics. In the event Sebago Technics utilizes an attorney to collect what it is owed under this Agreement, the Client agrees to pay all of Sebago Technics reasonable attorneys’ and paralegals’ fees, whether or not formal litigation is commenced, as well as all Court costs and other related expenses. The Client acknowledges that Sebago Technics may pursue remedies provided to it by law; however the Client agrees that it will first attempt to resolve any disputes arising under this Agreement by non-binding mediation.

22. LENDER’S OR OTHER PARTY’S REQUIREMENTS
Sebago Technics shall not be required to execute any documents subsequent to the execution of this Agreement that in any way in Sebago Technics’ sole judgment may increase Sebago Technics’ contractual or legal obligations or risks or the availability or cost of Sebago Technics professional or general liability insurance.

23. NOTICE
In the event that any notice is required to or may be given under this Agreement, then notwithstanding any other term or provision to the contrary, it shall be deemed given (a) two (2) business days after deposit in the United States mail, first class, postage prepaid; (b) one (1) business day after placement with an overnight courier service which provides proof of delivery; or (c) if by any facsimile transmission or email of such notice the times in either (a) or (b) above; it being required that notice shall also be given by mail or overnight courier, addressed to the recipients as follows:

To: Sebago Technics, Inc.
75 John Roberts Road, Suite 1A
South Portland, ME 04106

To Client: Client Notice Sent to Same Address as Proposal/Contract, unless otherwise noted

24. OWNERSHIP OF INSTRUMENTS OF PROFESSIONAL SERVICE.
All field data, notes, reports, plans, specifications and all other related information and documents, including CAD/graphics documents, no matter in what form they may be fixed, are prepared by Sebago Technics are considered to be Instruments of Professional Service which shall remain the sole property of Sebago Technics. Sebago Technics, however, acknowledges that the final plans and specifications generated on behalf of the Client shall become the property of the Client upon completion of the work and receipt of full payment therefor.

The Client agrees that it will not reuse or modify the plans and specifications in any way without first receiving written authorization from Sebago Technics. The Client agrees to, to the fullest extent permitted by law, to indemnify and hold Sebago Technics harmless from any and all claims, liability and costs of defense including but not limited to its attorneys’ and paralegals’ fees, whether or not actual litigation is commenced, arising or allegedly arising out of any unauthorized reuse or modification by the Client, its agents or any person or entity that acquires or obtains the plans and specifications from or through the Client and reuses or modifies them. In no event shall Sebago Technics be liable for any damages, including any claim of lost profits by the Client or any third party.

25. RECORD DOCUMENTS
Upon completion of the Client’s project and/or Sebago Technics’ work, Sebago Technics may be asked to compile and deliver to the Client a reproducible set of Record Documents that conform to the marked up prints, drawings and data provided to the Client and/or its agents. This set of Record Documents will show the reportable work performed by Sebago Technics and significant changes that were made while the project progressed. Because these Record Documents may be based in whole or in part on information provided by others, not independently verified by Sebago Technics but assumed to be true and accurate, Sebago Technics does not warrant in any way that they are accurate.

26. REPRESENTATIONS
The Client hereby represents and warrants that all of its agreements, representations, recitals and acknowledgements made in this Agreement are true and correct and that it is duly authorized to enter into and execute and deliver this Agreement and all related documents and to perform all acts contemplated hereby and that this Agreement and all related documents are its legally valid and binding obligations as well as its respective successors and assigns and are enforceable in accordance with their terms.

27. RISK ALLOCATIONS
In recognition of the relative risks, rewards and benefits of the Client’s project both to itself and to Sebago Technics, the Client hereby agrees, to the fullest extent permitted by law, to limit Sebago Technics total liability to the Client and all third parties for all claims, losses, injuries, expenses and damages due to Sebago Technics’ performance of its work, including that of its sub-contractors to the greater of Sebago Technics fees or $50,000.00.

28. SCOPE OF SERVICES
The services and work set forth in the document to which these Terms and Conditions are attached. These services are based upon the requests of Sebago Technics’ client and Sebago Technics’ best estimate of what services are being recommended or required based upon those requests.

29. SEVERABILITY OF PROVISIONS
In the event the any one or more provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by any Court having valid jurisdiction, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired and to this end, the provisions of this Agreement shall be deemed severable.

30. SITE AND SUBSURFACE INVESTIGATIONS
Client agrees to furnish right of entry and permission for Sebago Technics, its employees and/or subcontractors, to perform surveys, borings, and other investigations, including subsurface explorations, pursuant to the scope of services. Sebago Technics will take reasonable precautions to minimize damage to the property. If Sebago Technics is required to restore the property or subsurface conditions or structures to its former condition, the cost plus fifteen (15) percent will be added to the fee. Client shall indemnify, defend, and hold harmless Sebago Technics, its employees and subcontractors from any and all claims, damages, losses, and expenses (including attorney’s fees), arising out of or resulting from any such damage, except to the extent caused by Sebago Technics’ negligence.

31. STANDARD OF CARE
The services provided by Sebago Technics will be performed in accordance with generally accepted practices of engineers, surveyors, landscape architects and/or scientists (as applicable) providing similar services at the same time, in the same locale, and under like circumstances.

32. SUCCESSORS AND ASSIGNS
This Agreement shall be binding upon and inure to the benefit of the Client and Sebago Technics and their respective successors and assigns, including without limitation, any trustee in bankruptcy or any receiver or trustee or similar entity appointed on behalf of the Client or its respective properties or estates. However, nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Sebago Technics.

33. SUSPENSION/TERMINATION OF SERVICES
The Agreement between the Client and Sebago Technics may be terminated upon ten (10) days written notice received by either party from the other, should either party fail to perform its obligations under the Agreement. In the event of termination by either party, Client shall pay Sebago Technics for all services rendered and costs incurred up to and including the date of termination plus any post termination work that in Sebago Technics’ sole discretion may be required.

If Client fails to make payment when due for services and reimbursable expenses, Sebago Technics may, upon seven (7) days written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Sebago Technics within seven (7) days after the date of the notice, the suspension shall take effect without further notice. In the event of a filing under the Federal Bankruptcy Code, Sebago Technics shall have no liability to Client for delay or damage to Client or others because of such suspension of services.

34. WAIVER
No failure to exercise and no delay in exercising any right, power or remedy hereunder shall impair any right, power or remedy which Sebago Technics may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence to any breach or default under this Agreement, nor shall any such act or failure to act by Sebago Technics constitute a waiver of any subsequently occurring default or breach by Client.

35. WAIVER OF CONSEQUENTIAL DAMAGES
Client and Sebago Technics waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation to all claims for consequential damages due to either party’s termination in accordance with the provisions set forth in the terms and conditions of the Agreement.

Effective Date: January 2015
Chapter 149: Licensing

Article I: Business Licensing

§ 149-1.1 Definitions

For the purposes of this chapter, the following definitions shall apply unless the content clearly implies otherwise.

Contamination of processes or products The act of rendering or making a process or product impure, unsuitable, or unusable by introducing harmful or undesirable elements, whether biological or chemical.

§ 149-1.2 License required.

No person shall carry on any business described in this chapter, within the City, without a license. The City Clerk shall have authority to issue Category 1 licenses and the City Council only shall have authority to issue Category 2 licenses. Any person, corporation or partnership carrying on such a business through an agent shall be deemed a violator of this prohibition. All licenses shall be kept on site for inspection.

§ 149-1.3 Taxes and fines owed.

No license shall be issued unless the applicant has paid all outstanding fines, penalties and personal property taxes owed to the City by the applicant.

§ 149-1.4 Fees.

[Amended 11-25-2008; 12-30-2008]

No license shall be issued until the fee required therefore and set out in this section shall have been paid including reimbursement of the City’s expenditure for notification of public hearings, required by state or local regulations. If the fee set forth in this section shall differ from that which is required by state law, the statutory fee shall prevail.

**Category 1 Licenses**

<table>
<thead>
<tr>
<th>Category</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcades</td>
<td>$100 per year</td>
</tr>
<tr>
<td>Auctioneer, nonresident</td>
<td>$10 per day or $25 for 3 days</td>
</tr>
<tr>
<td>Boxing, wrestling, body building and other indoor sporting exhibitions</td>
<td>$100 per exhibition</td>
</tr>
<tr>
<td>Circuses</td>
<td>$100 per day</td>
</tr>
<tr>
<td>Carnivals</td>
<td>$50 per day</td>
</tr>
<tr>
<td>Coin-operated entertainment devices</td>
<td>$50 per year</td>
</tr>
<tr>
<td>Itinerant vendors</td>
<td>$20 per day</td>
</tr>
<tr>
<td>Lunch wagons</td>
<td>$50 per year</td>
</tr>
<tr>
<td>Peddlers (including dispensing and vending machines, except farmers distributing only &quot;their&quot; products)</td>
<td>$100 per year</td>
</tr>
<tr>
<td>Victualers</td>
<td>$50 per year</td>
</tr>
<tr>
<td>Off premises catering permit</td>
<td>$25 per application</td>
</tr>
</tbody>
</table>
Category 2 Licenses
Liquor hearing and liquor advertisement $75 per application
Beano-bingo (to City) $100 per year
Games of chance (to City) $50 per game per year
Transfer of liquor licenses (to City) $25 per application
Mental health and abuse clinics $100 per clinic
Electronic video machines $150 per machine
Medical marijuana production facility $100 per year

§ 149-1.5 Duration of license.
All licenses, except licenses for medical marijuana production, shall expire on December 31, except as otherwise provided by the general laws of the State of Maine. Licenses for medical marijuana production shall expire on March 31.

§ 149-1.6 Issuance of new liquor licenses.
Upon receipt of an application for a new liquor license, the City Clerk and City Council shall follow the procedure required by 28-A M.R.S. §§ 651 to 654, as amended.

§ 149-1.7 Authority to issue licenses.
The City Clerk shall have the authority to issue all licenses shown as Category 1 licenses in this chapter to qualified applicants. The City Council only shall have authority to issue Category 2 licenses and shall follow the procedures outlined in state law for their issuance.

§ 149-1.8 Licensing application requirements.
149-1.8.1 All applications for licenses under this chapter shall be filed with, and in a form satisfactory to, the City Clerk, together with such supporting documents and information, as the City Clerk may prescribe.

149-1.8.2 All applications for licensing shall require the approval of the City Council subject to the procedures outlined in this chapter.

149-1.8.3 Such application shall include but is not limited to the following:

149-1.8.3.1 Name, address, and contact information, including phone number and email address, of the applicant, all other persons having a legal interest in the facility and property, and the individual(s) designated by the applicant to manage operation of the facility, if any.

149-1.8.3.2 Location within the premises for which a license is sought, identified by both City tax map and lot number and street address.

149-1.8.3.3 Dimensions and acreage of the property.
149-1.8.3.4 Copy of an approved site plan, if required under Chapter 280: Zoning.

149-1.8.3.5 Description of the use and facility and how the location and improvements associated with the proposed facility comply with the requirements of Chapter 280: Zoning and this chapter.

149-1.8.3.6 Type, location, and total cubic feet and equivalent pounds of carbon dioxide, gas, super cooled liquid, pesticide, fertilizer, or other chemical stored or used in the operation of the facility, if any, and location of all alarms and shut offs.

149-1.8.3.7 Any other approvals required by city, state, or federal agencies.

149-1.8.3.8 Other information specified in Article II: Mental Health and Abuse Clinics; Outpatient Addiction Treatment Clinics, Article III: Electronic Video Machines, and Article IV: Medical Marijuana Production Facilities.

149-1.8.3.9 Two (2) copies of the license application and all supporting documentation and a CD containing pdf files for the application and each piece of supporting documentation.

§ 149-1.9 Administration.

149-1.9.1 City Clerk review. A license application shall be filed with and reviewed by the City Clerk to determine if it is complete. If the application is not deemed complete, the application shall be returned to the applicant and shall be considered to be denied. If the application is deemed to be complete, and the facility has not secured site plan, conditional use, or other required permits under Chapter 280: Zoning, the applicant shall be directed to schedule a meeting with the Planning Department.

149-1.9.2 Planning Board Review. Upon referral from the City Clerk and submission of the appropriate site plan, conditional use, or other required permits under the provisions of Chapter 280: Zoning, the Planning Department shall process applications for review. Upon approval, the Planning Department shall forward the determination to the City Manager, who shall schedule the licensing application for review by the City Council.

149-1.9.3 City Council review.

The City Council may impose conditions on the approval of any license application it deems necessary to ensure compliance with the provisions of this chapter or any other provision of law. Such conditions may include, but are not limited to, documentation of the following requirements:

149-1.9.3.1 All landscaping, screening, or other requirements imposed by the Planning Board has been installed, completed, and approved by appropriate City staff.

149-1.9.3.2 All requirements imposed by any other regulatory bodies having jurisdiction has been installed, completed, and approved.

149-1.9.3.3 All other measures required to improve the operations of the facility or minimize its impacts on the surrounding neighborhood have been constructed or implemented.
149-1.9.3.4 The applicant shall meet with the Chief of Police or other state or municipal officials, upon request, to establish a good working relationship between the City and the owner and operators of the facility and to provide for review of the operation of the facility.

§ 149-1.10 Records; disposition of fees.

A record of the issuance of such license, with the name of the licensee and the fee paid, shall be kept by the City Clerk. The fees collected by the City Clerk for all licenses provided herein shall be turned over to the City Treasurer in the same manner as tax moneys, and to be credited to the Licenses and Fees Account.

§ 149-1.11 Annual Inspections. A license shall not be granted without an annual inspection and submission of a license application shall constitute permission for entry and inspection. The Inspection Team, which consists of a representative of the Fire Department and the Code Enforcement Department, shall, at least once a year, inspect every facility to be licensed under this article located within the City for the purpose of determining if the applicant is in compliance with all applicable laws, ordinances, rules and regulations. If there are no violations or objections by the Inspection Team to the issuance of any license listed in § 149-1.4, the Inspection Team shall give signed consent for approval to the City Clerk or City Council prior to the issuance of the applicable license. Annual inspections shall take place at a reasonable time and prior to a determination on the license application. Businesses with no regularly scheduled hours shall be given twenty-four (24) hours notice for an annual inspection. When an inspection is conducted for a use that is sensitive to contamination of its processes or products, the Inspection Team shall use the following Protection from Contamination Protocols to the extent practicable:

149-1.11.1 The facility operator shall:

149-1.11.1.1 Prior to inspection, provide a floor plan of the facility which identifies, at a minimum, all walls, the layout of operations, including storage, and the location of exits, signs, key components of emergency, security, growing and other lighting, fire extinguishers, mechanical rooms, key components of the ventilation system, including but not limited to intake and exhaust vents, key components of any filtration system, key components of the sprinkler system and sprinkler heads, including clearance heights, electrical panel, storage areas for hazardous materials, including but not limited to chemicals and gases, plumbing fixtures; and

149-1.11.1.2 Maintain a Material Safety Data Sheet for any chemicals it uses in its operation and described in its Operations Manual and Safety Plan, required in Chapter 280: Zoning, which shall be make available to the Inspection Team upon request.

149-1.11.1.3. Provide a flow chart of the operation that identifies and directs the Inspection Team first to the area of the site that is cleanest and most sensitive to contamination and proceed to progressively less clean and/or sensitive areas until the inspection is complete.

149-1.11.2 The Inspection Team shall:

149-1.11.2.1 Don disposable boot covers, gowns, gloves, and hairnets if provided by the facility operator.

149-1.11.2.1.2 Provide the operator of the production facility a camera, heat-temperature gun, and a two (2)-way communication device. The facility operator will work with the Inspection Team, which will
direct the facility operator to designated areas, to provide visual access and direct feedback to allow the inspection to take place without requiring the Inspection Team to enter areas of the facility that are sensitive to potential contamination.

149-1.11.3 If the Inspection Team observes violations, modifications of the facility which required a permit which was not obtained, or cannot satisfactorily conduct the inspection through remote observation then the Inspection Team may have to enter the facility to complete the inspection. If physical entry is required, the Inspection Team shall use the Protection from Contamination Protocols described in this chapter to minimize the likelihood of contamination.

§ 149-1.12 Violations and penalties.
[Amended 11-25-2008]

149-1.12.1 The City Council shall have the power to suspend or revoke licenses issued under this chapter. Any person who violates any provision of this chapter or the terms of any license issued under this chapter may be penalized in the following manner:

149-1-12.1.1 Temporary suspension. The City Manager or the City Council is authorized to immediately and temporarily suspend any license when the City Manager or City Council determines continued operation of the licensed premises or activity presents a danger to the health, safety or the general welfare of the public.

149-1-12.1.2 Suspension or revocation. The City Council may suspend or revoke a license in accordance with the provisions of this chapter.

149-1-12.1.3 Fines. Any person violating the provisions of this chapter shall be subject to a fine assessed by the City Manager or Code Enforcement Department payable to the City as follows:

149-1-12.1.3.1 First violation: $500.
149-1-12.1.3.2 Second violation: $750
149-1-12.1.3.3 Third violation: $1,000.

149-1-12.2 Civil penalties. In addition to any fine imposed under this chapter, a violator shall be required to pay the penalties imposed in this chapter or 30-A M.R.S.A. § 4452 et seq., as amended. In any such proceeding, the City may seek a court order that the owner and/or operator of the licensed facility, abate any violations, pay a penalty between one-hundred dollars ($100) and twenty-five-hundred dollars ($2,500) per violation, per day, and pay the court costs and attorneys' and expert witness fees incurred by the City.

§ 149-1.13 Suspension and revocation of licenses; retention of fees; hearings.
[Added 11-23-2008]

149-1.13.1 Any license issued by the City may be suspended or revoked by the City Council and any license fees may be retained by the City, upon a finding by the City Council that the licensee has violated the ordinances of the City or the laws of the state, or has willfully or persistently failed to comply with any applicable rules and regulations or any order of the City with respect to the licensed premises or activities. Any action to suspend or revoke a license may be commenced upon the initiative of the City Council, upon the recommendation of the City Manager or any law enforcement officer or other City
Adopted 07192016; Revised 07202017; Proposed Revision 10182017

official charged with approving, inspecting or otherwise regulating the licensee’s business or facility, or upon complaint from any resident of the City.

149-1.13.2 Prior to suspending or revoking a license, the City Council shall hold a hearing at a regular meeting of the City Council or a special meeting thereof called for that purpose. At such a meeting, the licensee shall have the right to be heard. Notice of the hearing for suspension or revocation of a license shall be given in writing, setting forth grounds for the complaint and the time and place of the hearing. Such notice shall be mailed by the City Clerk or other City official, postage prepaid, to the licensee at his last known address, at least forty-eight (48) hours prior to the date set for hearing. The decision and order of the City Council following such hearing shall be final and conclusive.

Article II: Mental Health and Abuse Clinics; Outpatient Addiction Treatment Clinics

[Adopted 11-25-2008][1]

[1] Editor’s Note: This ordinance was adopted as Ch. 153 but was renumbered to maintain the organization of the Code.

§ 149-2. Purpose and findings.

149-2.1.1 The City Council finds that an outpatient addiction treatment clinic can be a valuable component of our health-care system if operated by qualified and responsible operators and subject to reasonable regulations to assure effective operation. The City Council also recognizes the importance of appropriately siting clinics in order to protect the public health, safety, and welfare. This requires restricting the proximity of clinics to schools, child-care providers, public parks and playgrounds, and other locations where children and young adults may frequent. It requires siting in locations accessible by public transportation, zoned to assure the compatibility of other allowed uses in the zone with and to such clinics, and selected to assure the personal safety and privacy of the patients and clients of such clinics. In addition, the City and private interests have devoted substantial resources and made significant efforts to attract retail and commercial development into the downtown sections of Sanford and the Village of Springvale, and location of a clinic in these areas may conflict with this development plan.

149-2.1.2 The City Council finds that it is in the best interests of the City to protect areas where efforts are currently being made to stimulate new business investment, and encourage focused and planned economic growth, which includes the areas identified above. The location of outpatient addiction treatment clinics in these areas could detract from these efforts without benefiting the patients and clients of such facilities. Proper locating shall also avoid adverse law enforcement impacts and the overburdening of police and rescue resources while at the same time protect the personal privacy, convenience, and interests of the patients and clients of such facilities. The City Council finds that with the reasonable and necessary location restrictions listed herein and in the City's Land Use Code, there remains sufficient suitable areas within the City to site mental health and abuse centers, including outpatient addiction treatment clinics. Licensing of these facilities shall enhance community relations with the providers of such clinics, establish lines of communications with operators of the facilities, and provide for periodic review of and reasonable control over their operations. Licensing of these facilities is appropriate and consistent with the City's policies and practices to review and license business activities that can have an adverse impact on its citizens. The licensing is not meant to conflict with the licensing done at the state level pursuant to 14-118 CMR Ch. 4, Regulations for Licensing/Certifying Substance Abuse Treatment Programs in the State of Maine, but to provide separate and additional requirements as necessitated by the above findings to protect the local interests of persons in Sanford, Maine.
149-2.1.3 In addition, the City Council has delegated to the Planning Board application of the land use development standards in Chapter 280: Zoning. Also the City Council finds that using the North American Industry Classification System to identify the activity regulated hereunder is the fairest and most equitable method available and treats all similarly classified uses the same.

§ 149-2.2 Applicability.

149-2-2.1 This article shall apply to any outpatient addiction treatment clinic which is located or to be located within the City. Notwithstanding anything to the contrary in 1 M.R.S. §302, this article applies to any application relating to the establishment or operation of a mental health and abuse center or outpatient addiction treatment clinic, whether or not such application had become a “pending proceeding” as defined in 1 M.R.S. §302 prior to the enactment of this chapter.

149-2-2.2 Allowed locations and setback requirements for an outpatient addiction treatment clinic is described in Chapter 280: Zoning. In addition, at the time of application, the applicant must demonstrate that it is not within one-thousand (1,000) feet of a child-care provider.

§ 149-2.3 Definitions.

For purposes of this article, the following definitions shall apply unless the content clearly implies otherwise:

Child-care Provider For purposes of this chapter, this term is defined in Chapter 280: Zoning.

Mental Health and Abuse Clinic For purposes of this chapter, this term is defined in Chapter 280: Zoning.

Outpatient Addiction Treatment Clinic For purposes of this chapter, this term is defined in Chapter 280: Zoning.

Sanford Downtown Area That area identified by the Sanford Downtown Legacy and shown on the map entitled “Sanford Downtown,” as it may hereafter be amended, and it also includes the area identified by the Lafayette Circle, which includes all property within one-thousand-three-hundred-twenty (1,320) feet of the Lafayette School.

School A building, together with its contiguous accessory buildings and grounds and uses, for the education and learning of children. Uses within the meaning of this definition shall include, but are not limited to, private and public preschool, elementary, middle and high school.

Springvale Village That area defined in the study prepared by Kent Associates and referenced in the Springvale Design Guidelines in Chapter 280: Zoning, as it may be hereafter amended.

§ 149-2.4 Licensing application requirements.

149-2.4.1 All applications for licenses under this article shall be filed in accordance with § 149-1.8.

149-2.4.2.1 In addition to the information specified in § 149-1.8, an application for a mental health and abuse clinic or outpatient addiction treatment clinic shall provide:
149-2.4.2.1.1 The social security number of a person designated by the applicant as the responsible operator, and shall include the written consent of such person to a full background and reference check by the City.

149-2.4.2.1.2 A detailed description of the proposed outpatient addiction treatment clinic to include the following: population to be served, client services, methods of treatment, identification of controlled substances to be kept on site and how the applicant shall prevent their theft or misuse, staffing requirements, security provisions, hours of operation, anticipated parking demand, peak-hour traffic, and identification and copies of other required licenses.

149-2.4.2.1.3 A nonrefundable application fee of five-hundred dollars ($500).

§ 149-2.5 Administration. The application shall be administered under the provisions of § 149-1.9, except as noted below.

149-2.5.1 City Clerk review. When a license application for an outpatient addiction treatment clinic is filed with the City Clerk, the Clerk shall order a background check from the Police Department for the applicant, individuals with a legal interest in the facility, and any individual(s) hired to manage operation of the facility. The license application with the background check shall then be reviewed by the City Clerk to determine if the application is complete.

149-2.5.2 City Council review.

149-2.5.2.1 The City Council shall conduct two (2) public hearings on the application to allow adequate time for public comment and review.

The City Council may require the applicant to construct or implement other measures when those measures are designed to improve the operations of the clinic or minimize the impact of the clinic on the surrounding neighborhood.

149-2.5.2.2.3 That the applicant meet with the Chief of Police or other state or municipal official semiannually. The purpose of said meetings is to establish a good working relationship between the City and the owner and operators of clinics and to provide for review of the operation of the clinic on a regular basis.

§ 149-2.6 Nonconforming uses.

Any mental health and abuse center or outpatient addiction treatment clinic in lawful existence on the effective date of this article may remain in operation in its present location without applying for or obtaining the license required hereunder until the later of December 31 of the calendar year in which this article is adopted or twelve (12) months following the effective date of this article. Thereafter, such clinics shall be required to comply with all the licensing provisions of this article. A clinic in lawful existence and operation on the effective date of this article may continue as sited and being operated on that date but shall be considered a lawful nonconforming use subject to all restrictions and regulations on nonconforming uses in this article and Chapter 280: Zoning as from time to time amended.
Article III. Electronic Video Machines
[Adopted 12-30-2008[1]]
[1] Editor’s Note: This ordinance was adopted as Ch. 154 but was renumbered to maintain the organization of the Code.]

§ 149-3.1 Purpose.

The City Council has determined that the regulation of electronic video machines promotes the health, safety, and welfare of Sanford’s citizens by assuring that all electronic video machines in Sanford are licensed and operated in conformance with the laws of the State of Maine and of the City.

§ 149-3.2 Definitions.

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

Electronic Video Machine A machine, however operated, which has a video screen featuring an electronically simulated game or games, and delivers or entitles the person playing or operating it to receive the privilege of playing the electronic video machine, but does not deliver or entitle the person playing or operating the electronic video machine to receive any cash, premiums, merchandise, tickets or something of value other than the privilege of playing the electronic video machine without charge.

§ 149-3.3 License required.

Establishments which operate electronic video machines must be licensed in accordance with state law and in accordance with this chapter.

§ 149-3.4 Licensing information; affidavit.

In addition to the requirements of § 149-3.3 and Article I of this chapter, each applicant must annually submit the following information with an application for licensing each electronic video machine:

The following affidavit must be signed by each member of the governing board of the applicant and by the applicant’s manager and shall be duly notarized.

"I ____________________(Name) do declare under the penalties of false swearing, pursuant to 17-A M.R.S. § 452 (2008), and/or the revocation of any licenses granted pursuant to Chapter 149: Licensing of the Code of the City of Sanford, Maine, that in my capacity as an officer or manager of the ________________ (Name of Not-for-Profit) I am familiar with the laws, both state and local, which govern the operation of electronic video machines. I am unaware of any illegal activity, including but not limited to illegal gambling as defined in Title 17-A M.R.S. Part 2, Chapter 39, regarding our electronic video machines, and should I become aware of any illegal activity I will immediately notify the Maine State Police, Bureau of Non-Profit Gaming Licenses."

§ 149-3.5 Posting of affidavit.

All affidavits required by § 149-3.4 of this Code shall be posted in a prominent location within twenty-five (25) feet of the electronic video machines licensed under this article.
Article IV: Medical Marijuana Production Facilities

§ 149-4.1 Purpose and findings.

149-4.1.1 The City Council finds that a medical marijuana production facility can be a valuable component of the City's health care system if operated by qualified and responsible operators and subject to reasonable regulations to assure effective operation. The City Council also recognizes the importance of appropriately siting medical marijuana production facilities in order to protect the public health, safety, and welfare, including but not limited to security and preventing the impacts of medical marijuana production from extending beyond the residential/commercial property line of the housing unit or suite of units in which the production activity is taking place.

149-4.1.2 The City Council finds that with the reasonable and necessary location restrictions and performance standards listed in the Chapter 280: Zoning, there remains sufficient suitable areas within the City to site medical marijuana production facilities. Licensing of these facilities shall provide for periodic review of and reasonable control over their practices to ensure that life safety concerns are addressed. Licensing is not intended to conflict with M.R.S. Title 22, Chapter 558-C, Maine Medical Use of Marijuana Act, or 10-144 CMR Chapter 122, Maine Medical Marijuana Administrative Rules, but provides separate and additional requirements as necessitated by the above findings to protect the interests of persons in the City.

149-4.1.3 In addition, the City Council has delegated to the Planning Board application of the land use development standards of Chapter 280: Zoning.

§ 149-4.2 Applicability. This article shall apply to all medical marijuana production facilities which are located or proposed to be located within the City. Notwithstanding anything to the contrary in 1 M.R.S. § 302, this article applies to any application relating to the establishment or operation of a medical marijuana production facility, whether or not such application had become a “pending proceeding” as defined in M.R.S. § 302 prior to the enactment of this article.

§ 149-4.3 Definitions.

For purposes of this article, the following terms, which are defined in this chapter or Chapter 280: Zoning, shall apply unless otherwise indicated:

Medical Marijuana

Medical Marijuana Production Facility

Medical Marijuana Registered Primary Caregiver

§ 149-4.4 Licensing application requirements.

149-4.4.1 All applications for licenses under this article shall be filed in accordance with §149-1.8.

149-4.4.2 In addition to the information specified in § 149-1.8, an application for a medical marijuana production facility shall provide:
149-4.4.2.1 Documentation of the registered caregiver(s) valid Maine state issued medical marijuana primary caregiver registry identification card(s).

149-4.4.2.2 Accurate vicinity map drawn to scale showing the location of any existing private or public school, child-care provider, playground and/or church within five (500) feet of the proposed medical marijuana production facility.

149-4.4.2.3 Location within the facility where a copy of the medical marijuana production facility’s Operations Manual and Security Plan is stored.

149-4.4.2.4 For any new operation, certification, by a mechanical engineer or other qualified professional, registered in the State of Maine, of the adequacy of the proposed ventilation system to prevent odors from being detected beyond the boundaries of the property and specifications and/or capacity for which the system is designed.

§ 149-4.5 Administration. The application shall be administered under the provisions of § 149-1.9.

§ 149-4.6 Pre-existing medical marijuana production facilities.

Any medical marijuana production facility in lawful existence on the effective date of this article may remain in operation in its present location without applying for or obtaining a license required hereunder until December 31, 2018 or twelve (12) months following the effective date of the original adoption of this article, whichever is later. [Amended 06/20/2017] Thereafter, such facilities shall be required to comply with all the licensing provisions of this article. A medical marijuana production facility in lawful existence and operation on the effective date of this article may continue as sited and operated on that date if a licensing application is submitted in accordance with this article, until such time as the valid Maine state issued medical marijuana primary caregiver registry identification card or local licensing application is denied or revoked.

No person shall have any entitlement or vested right to licensing under this article. To lawfully engage in operating a medical marijuana production facility, all persons must obtain a license under these regulations.

A pre-existing business operating under this article must cease operation within forty-five (45) days after the issuance of a denial letter or revised denial letter, as applicable.

§ 149-4.7 Confidentiality for medical marijuana registered caregivers.

An individual who possesses a valid Maine state issued medical marijuana primary caregiver registry identification card need not identify himself or herself in an application for a license for a medical marijuana production facility. The cardholder must identify himself or herself and provide the relevant cards to the City Clerk for examination, but the identity of the cardholder shall not be a public record and the City Clerk shall not share the identity of the cardholder, except as necessary by law in the performance of his or her duties. At the time of application the cardholder may appoint a representative to appear before the City Council on his or her behalf. Advertisements for public hearing shall contain the location of the proposed medical marijuana production facility and the identity of the owner of the real estate and the identity of the designated representative. The City Clerk may certify to the City Council that the applicant meets the necessary legal requirements as a cardholder(s).