

City of Biddeford
City Council
December 20, 2022 6:00 PM Council Chambers

Please click this URL to join.:

<https://biddeford.zoom.us/j/95357433291?pwd=ZUVUMnBGbmlCM3BieGtYNWVGR0c5QT09>

Webinar ID: 953 5743 3291

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+13126266799,,95357433291# US (Chicago)

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Or join by phone:

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US: +1 312 626 6799 or +1 646 558 8656 or +1 646 931 3860

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Status: In-Person and via Zoom; Council Chambers; 6:00 p.m.

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Game of Chance**
 - 4a. 20221220 Gaming License Approval - York County Veteran's Alliance
[Gaming License Approval - York County Veterans Alliance](#)
- 5. Public Hearing**
 - 5a. Liquor License - 404 Elm Otto LLC
[404 Elm Otto LLC](#)
- 6. Liquor License Consideration**
 - 6a. Approval/Liquor License
[20221220 Liquor License Approval - 404 Elm Otto LLC](#)
- 7. Public Addressing the Council...(3 minute limit per speaker for up to a total of 15 minutes)**
- 8. Consideration of Minutes:**
 - 8a. Approval of Minutes from December 6, 2022
[Council Meeting Minutes Dec. 6, 2022](#)
- 9. Recognition**
 - 9a. Swearing in of Fire Department Officers
- 10. Second Reading: (Public Comment - 3 minute limit)**
 - 10a. 20221206 Shoreland Zoning Amendment

[20221206 LDR Shoreland Amendments-ORDER](#)
[20221206 Shoreland Zone Waterfront Renaissance- MEMO](#)
[Shoreland Zone - Map Boundary](#)
[2022.99\) Approval – Shoreland Zoning Amendment - First Reading Vote](#)

11. Orders of the Day

- 11a. [2022.102\) Approval/Adoption of General Assistance Model Ordinance](#)
[20221220 Adoption of General Assistance Model Ordinance - ORDER](#)
[20221220 Adoption of General Assistance Model Ordinance - MEMO](#)
[20221220 DHHS General Assistance Model Ordinance Adoption Form](#)
[20221220 CY2023 Final General Assistance Model Ordinance](#)
- 11b. [2022.103\) Donation to General Assistance for Fuel Assistance](#)
[2022.103\) Donation to General Assistance - Fuel Assistance - ORDER](#)
[20221220 Fuel Assistance donation letter](#)
- 11c. [2022.104\) Approval/Saco - Lowell Joint Development Agreement Amendment](#)
[2022.104\) Amendment to Saco-Lowell Joint Development Agreement - ORDER](#)
[20221220 Amendment to Saco-Lowell Joint Development Agreement - MEMO](#)
[20221220 AMENDMENT TO JOINT DEVELOPMENT AGREEMENT - Saco-Lowell LLC](#)
[20221220 Fully Executed JDA City of Biddeford Saco-Lowell LLC and River LLC](#)
- 11d. [2022.105\) Council meeting date changes for January 2023 - RESOLVE](#)
[2022.105\) Council Meeting Date Change - RESOLVE](#)
- 11e. [2022.106\) Approval/City Manager Contract Extension - ORDER](#)
[2022.106\) City Manager Contract Extension-ORDER](#)
[20221220 EMPLOYMENT AGREEMENT - James Bennett 2022](#)
- 11f. [2022.107\) Approval/Amendment to Art. III, Waste Flow Control and Transfer St., Div 1, Sec. 58-62 Use of Transfer Station](#)
[2022.107\) Transfer Station Hours -ORDER](#)
[20221220 Transfer Station Hours - MEMO](#)

12. Appointments: (No Public Comment)

- 12a. Leah Schaffer - Citizens Advisory Committee
[Leah Schaffer -Citizens Advisory Committee](#)
- 12b. Kaily George - Biddeford Citizen Advisory Committee
[Kaily George - Citizens Advisory Committee](#)
- 12c. Roger Hurtubise - Biddeford Housing Authority
[Roger Hurtubise - Biddeford Housing Authority](#)
- 12d. Larry Patoine - Chair of the Planning Board
[20220405 Appt-Patoine-Planning Board](#)
[20220405 Committee App-Patoine-Planning Board](#)
- 12e. Rick Laverriere - Airport Commission
[Rick Laverriere-Airport Commission](#)

13. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)

14. City Manager Report: (James Bennett)

15. Other Business: (Councilors' Comments; Updates; Announcements)

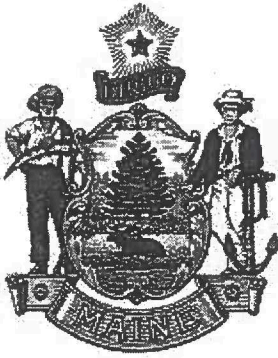
16. Council President Addressing the Council: (Councilor Norman Belanger)

- 17. Mayor Addressing the Council: (Mayor Alan Casavant)**
- 18. Adjourn**

FOR OFFICE USE ONLY

Check # _____

Amount \$ _____



Application to Register Games of Chance

MGCU - 5400

****The application (to include the organization's rules for the game(s)) and the registration fees must be received by the Gambling Control Unit at least ten business days prior to the Game(s) of Chance requested****

Games of Chance (Includes Raffles): \$15 Calendar Week (Monday through Sunday); \$60 Calendar Month; \$700 Calendar Year (January to December)

Make check payable to Treasurer, State of Maine

Return the completed and signed application to:

**Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. For what game(s) are you registering (please indicate number of games adjacent the name of the game and attach the organization's rules for the game(s) requested to the application):

Sealed Ticket 3 Dice 1 Wheel _____ Pot of Gold (Daily/Weekly Pool) 1

Queen of Hearts _____ Three Card Challenge _____ Other (Indicate Name of Game) _____

2. Organization Name: YORK COUNTY VETERANS ALLIANCE

Organization Number (NPO or NCO): 2196 Federal Tax ID # (EIN): 01-0533038

Business Address: 24 BRADBURY ST.

City: Biddeford State: ME Zip Code 04005

Mailing Address: Same Phone: 207-294-7330

City: _____ State: _____ Zip Code: _____

3. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
Linda Laverriere President	41 GRAYSON ST	Biddeford 04005	207-283-0463	8/6/23

Dolores Higgins V. President	76 GRAMM ST.	Biddeford 04005	207-571-4064	8/6/23
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JONNETTE DiPIETRANTONIO SECRETARY	5 EAST WIND COURT #11	Biddeford 04005	207-502-4159	8/6/23
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BERNADETTE GAGNE TREASURER	114 PROSPECT #16	Biddeford 04005	207-608-9583	8/6/23
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4. Location where Game of Chance is to be conducted:

YCUA 24 BRADBURY ST. Biddeford, me 04005
BUILDING ADDRESS CITY/ZIP

5. Person responsible for the conduct of the Game(s) of Chance:

Bernadette Gagne 207-294-7330 - 207-608-9583
NAME DAYTIME PHONE & EVENING PHONE

E-Mail Address: YCUA maine@gmail.com

6. Circle the day(s) of the week you will be conducting Game of Chance:

Mon Tue Wed Thu Fri Sat Sun

7. What time do the doors open? 11am What time does the game start? 11am

8. Dates – Please specify either weeks (Monday through Sunday), full calendar months or calendar year (Jan to Dec). If more space is needed attach a sheet of paper to this application listing the information. Please write your organization name and number on the sheet.

JAN 1ST 2023 To JAN 31ST 2023

9. Does the organization own all the equipment used in operating the Game of Chance? Yes ☒ No ☐

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes ☐ No ☒

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

11. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes ☐ No ☒

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

12. **Fair Association Only:** Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. Please write your organization name and number on the list.

13. The applicant agrees to obey Federal, State of Maine laws, and rules governing Games of Chance promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: Bernadette Gagne

Print Name: Bernadette Gagne Title: Treasurer

Date: 12 Age 18 or older: Yes ☒ No ☐

CITY OF BIDDEFORD
LEGAL NOTICE

Notice is hereby given that the Municipal Officers of the City of Biddeford, at their next meeting on December 20, 2022, will consider the following liquor license:

404 Elm Otto LLC:

404 Elm Street, Biddeford, ME

Restaurant: Malt; Wine; Spirits

ATTEST BY: _____
Kristy Cyr, City Clerk



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: maineliquor@maine.gov

Thank you for your interest in becoming a licensed establishment to sell and serve alcoholic beverages in Maine. To avoid any delay in the processing of your application and the subsequent issuance of your liquor license, please use the following checklist to assist you in completing the application. If you are renewing your license, this checklist is useful as well.

- ☒ Your application has been completed in its entirety and is legible. For a renewal, please submit your application 30 days prior to the expiration date of your liquor license.
- ☒ Your application is signed and dated by a duly authorized person.
- ☒ The application is signed and approved by the Town or City Municipal Officers or County Commissioners.
- ☒ The license fee submitted is for the correct fee for the license class for which you are applying and includes the \$10.00 filing fee.
 - ☒ The check must be made payable to "Treasurer, State of Maine"; both the license and filing fees can be submitted on one check.
 - ☐ If the licensee/applicant(s) is in an unorganized township, the application must be approved by the County Commissioners and the \$10.00 filing fee must be paid to them. Please be sure to include a copy of the receipt of payment with your application.
- ☐ For a renewal, the dollar amount of your gross income for food, liquor and guest rooms, if applicable must be completed – see Section I.1
- ☒ A diagram of the facility to be licensed must accompany all applications whether for a new license or the renewal of an existing license
- ☒ If you are a registered business entity with the Maine Secretary of State's office like a corporation or a limited liability company, you must complete Section VII of the application. This does not need to be completed if you are a sole proprietor.
- ☐ Have you applied for other required licensing from other state and federal agencies? See attached list.

Important – all applications whether for a new license or to renew an existing license for an on-premises liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places to have their application approved and signed prior to submitting it to the Bureau for further consideration.

The address to send your completed application to:

1. Mailing address:

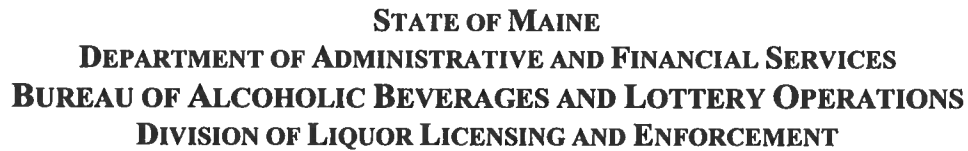
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station
Augusta, ME 04333-0008

2. Courier/overnight address:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
19 Union Street, Suite 301-B
Augusta, ME 04330

The following licenses/permits may be required prior to be licensing as an on-premises licensee with the Bureau

Obtained ✓	License/Permit	State/Federal Agency to Contact	Telephone Number	Physical Location
	Seller Certificate or Sales Tax Number	Maine Revenue Services www.maine.gov/revenue	(207) 624-9693	51 Commerce Dr, Augusta
	Health License	Health and Human Services www.maine.gov/dhhs	(207) 287-5671	286 Water St, 3 rd floor, Augusta
	Victualer's License	Municipality where premise is located.	Contact your town office or county office	Contact your town office or county office
	Shellfish License	Marine Recourses www.maine.gov/dmr	(207) 624-6550	• 32 Blossom Lane, Augusta • 194 McKown Point Rd, West Boothbay Harbor • Lamoine State Park, Lamoine • 650 State St, Bangor • 317 Whitneyville Rd, Jonesboro
	Dance or Entertainment License	Fire Marshall's Office www.maine.gov/dps/fmo	(207) 626-3882	45 Commerce Drive, Suite 1, Augusta
	Federal I.D. Number	www.irs.gov	(800) 829-4933	
	Legal business names for corporations and limited liability companies and "Doing Business As" Names (assumed names)	Secretary of State, Bureau of Corporations, Elections and Commissions www.maine.gov/sos/cec	(207) 624-7752	111 Sewall St, 3 rd Fl, Augusta
	Retail Beverage Alcohol Dealers Permit	Alcohol and Tobacco Tax and Trade Bureau (TTB) https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers	(877) 882-3277	



All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

1. New license or renewal of existing license? ☒ New Expected Start date: 1/1/2023
☐ Renewal Expiration Date:

Food: Beer, Wine or Spirits: Guest Rooms:

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- ☒ Restaurant (Class I, II, III, IV) ☐ Class A Restaurant/Lounge (Class XI) ☐ Class A Lounge (Class X)
- ☐ Hotel (Class I, II, III, IV) ☐ Hotel – Food Optional (Class I-A) ☐ Bed & Breakfast (Class V)
- ☐ Golf Course (included optional licenses, please check if apply) (Class I, II, III, IV) ☐ Auxiliary ☐ Mobile Cart
- ☐ Tavern (Class IV) ☐ Other: _____
- ☐ Qualified Caterer ☐ Self-Sponsored Events (Qualified Caterers Only)

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

404 Elm Street Biddford ME 041005

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No
7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Chris Weston	6/24/1978	Waterville ME
Anthony Allen	9/3/1962	Boston, MA
Michael Keon	5/25/1962	Lowell, MA

Residence address on all the above for previous 5 years

Name	Address:
Chris Weston	665 Saco St #258 Westbrook, ME 04091
Name	Address:
Anthony Allen	2 Stanley Ave Newburyport MA 01950
Name	Address:
Michael Keon	44 Oak St, 4th Fl Portland, ME 04101
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

404 Elm Street LLC c/o Len Kovit
401 Chandlers Wharf Portland, Maine 04101

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

restaurant serving pizza, salads, appetizers, desserts, soft drinks, beer, wine, liquor

20. 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?

Name: St Joseph Catholic Church

Distance: 1 mile

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 12/7/2022

[Signature]
Signature of Duly Authorized Person

Chris Weston
Printed Name Duly Authorized Person

[Signature]
Signature of Duly Authorized Person

Anthony Allen
Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§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 that 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.

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.

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 license that has been extended pending renewal within 120 days of the filing of the application.

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.

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;

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;

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;

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;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

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

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.

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. Repealed

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.

4. Repealed

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.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

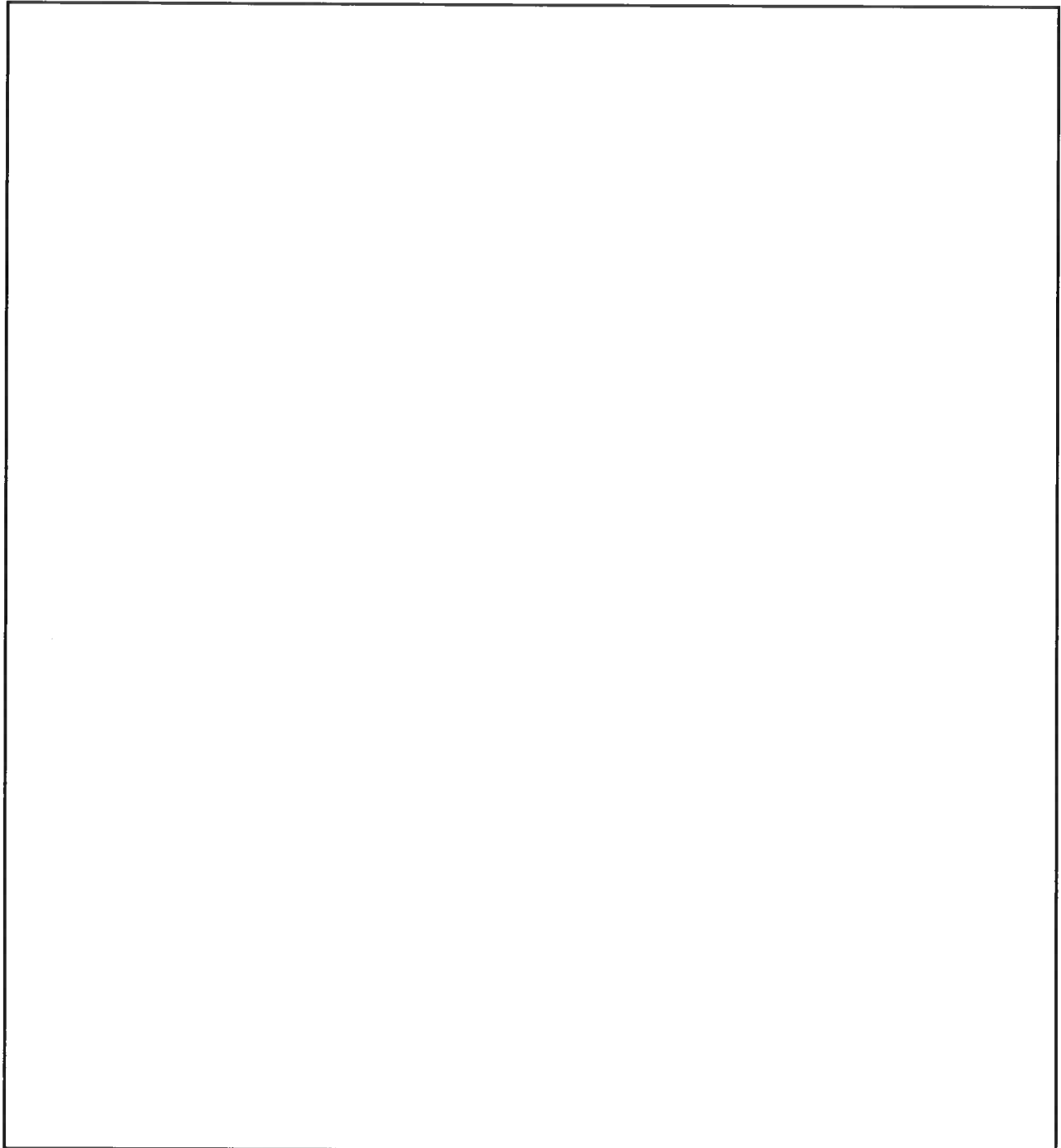
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan *See attached*

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

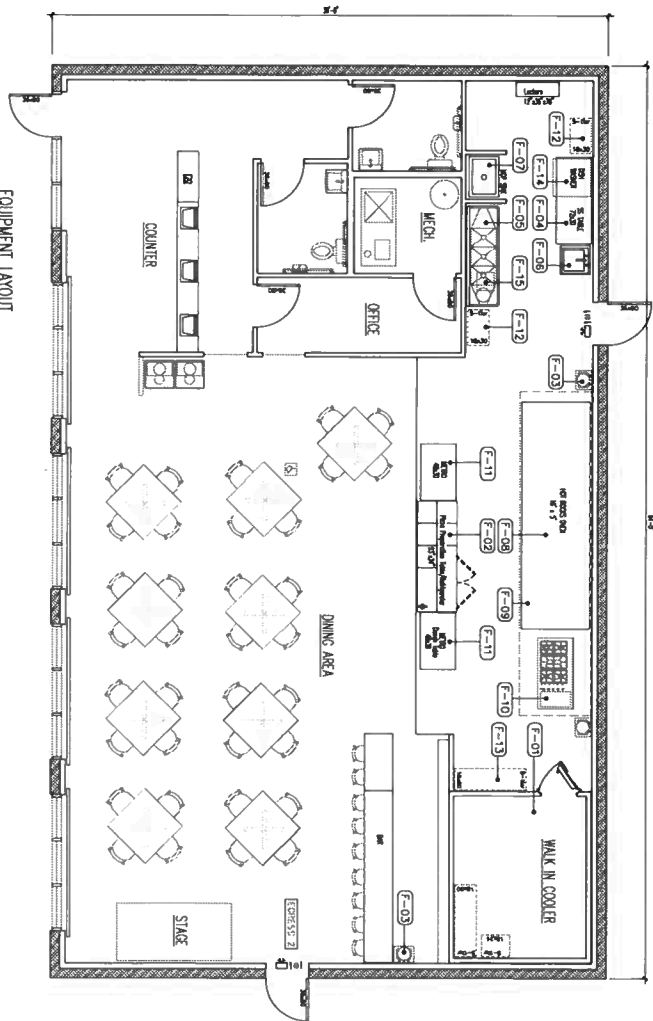
All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: 404 Elm Otto LLC
2. Doing Business As, if any: Otto
3. Date of filing with Secretary of State: 07/06/2022 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Chris Weston	665 Saco St #258 Westbrook ME 04092	6/24/78	Owner	1/3
Anthony Allen	2 Stanley Ave Newburyport MA 01950	9/3/62	Owner	1/3
Michael Keon	44 Oak St 4th Fl Portland, ME 04101	5/25/62	Owner	1/3

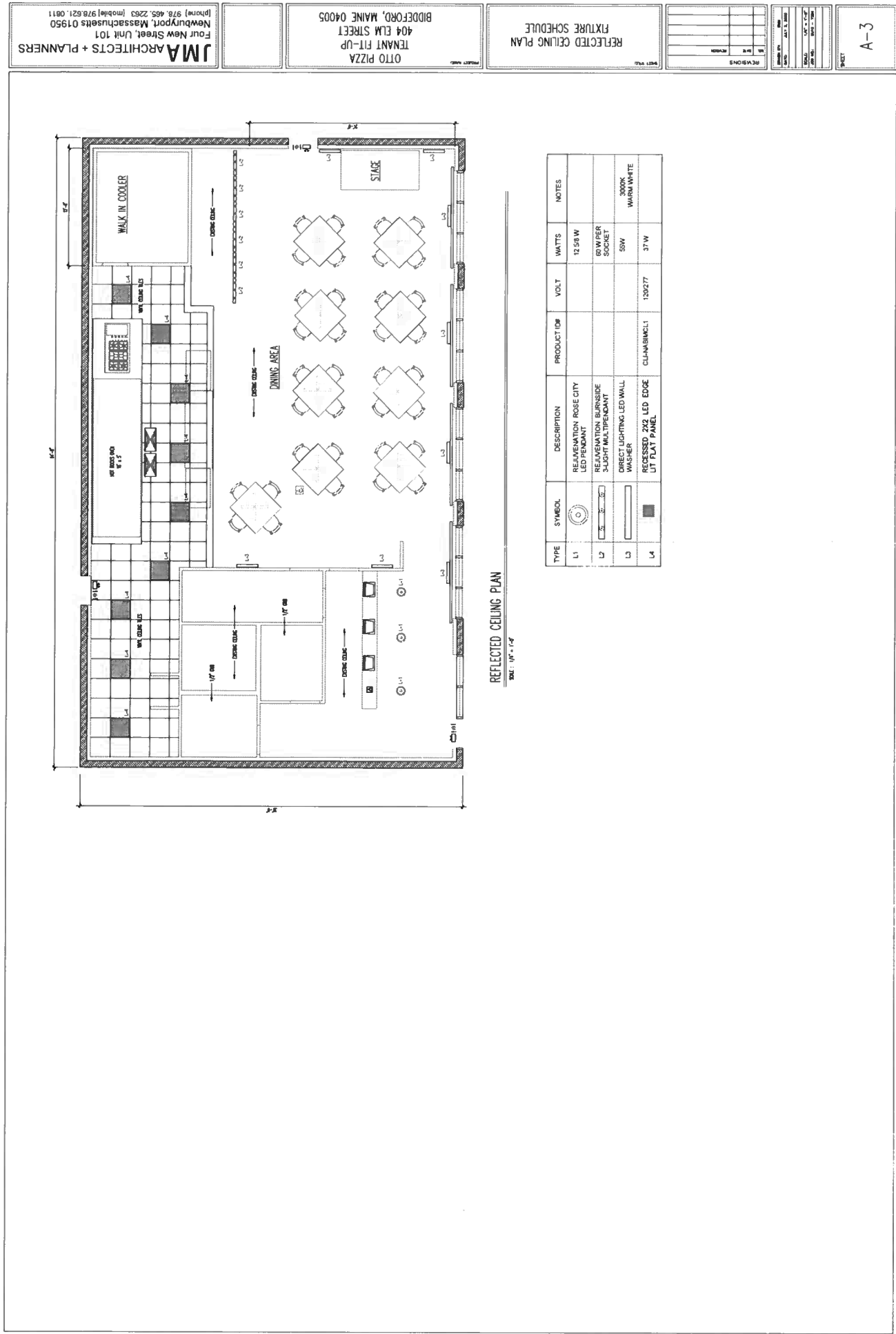
(Ownership in non-publicly traded companies must add up to 100%.)

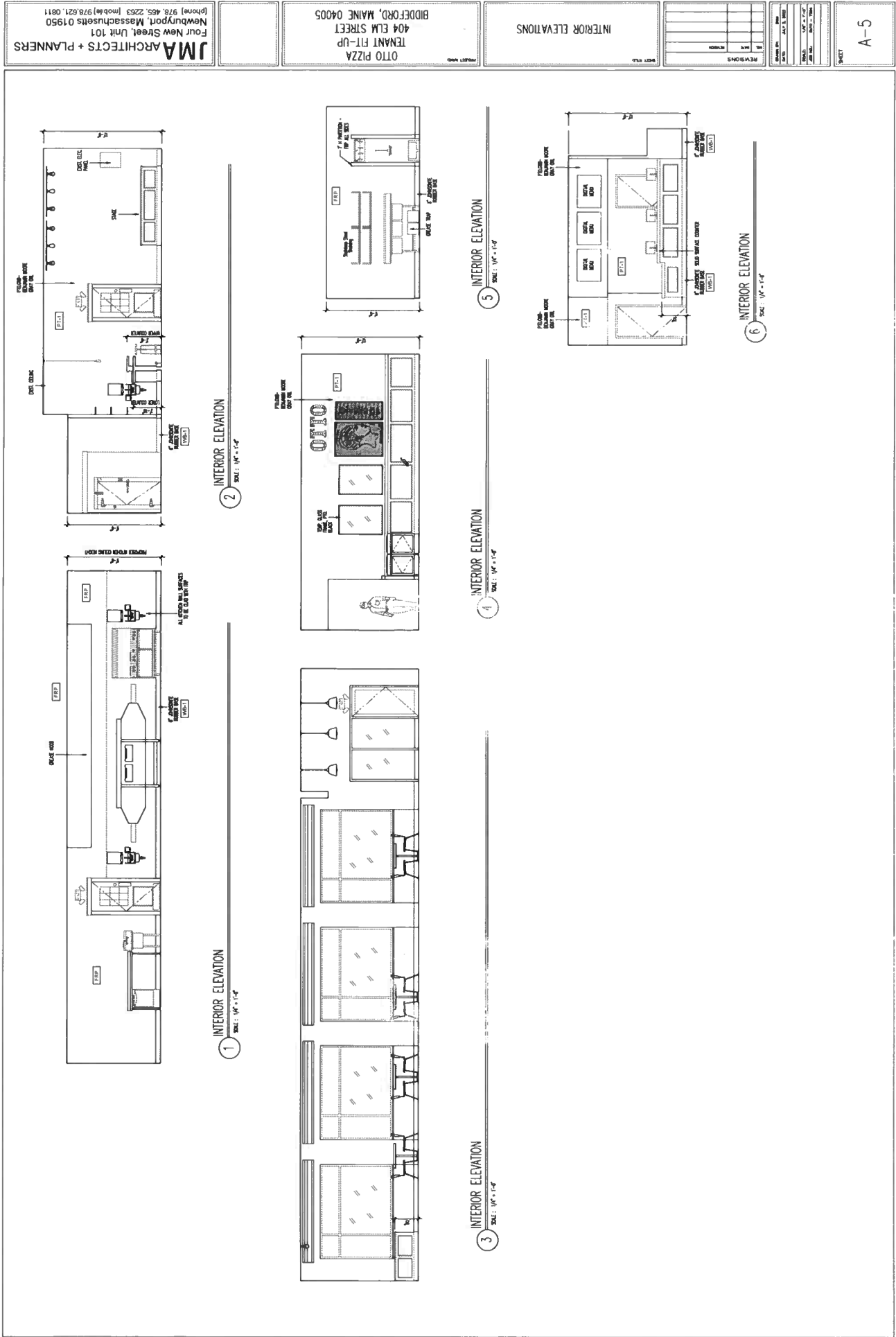


EQUIPMENT LAYOUT
SCALE: 1/4" = 1'-0"

EQUIPMENT / FIXTURE SCHEDULE

REF.	QTY	DESCRIPTION	SIZE	MANUFACTURER	MODEL NO.
F-01	1	WALK-IN COOLER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-02	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-03	3	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-04	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-05	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-06	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-07	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-08	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-09	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-10	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-11	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-12	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-13	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-14	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM
F-15	1	WALK-IN FREEZER	10'0" x 11'-7" x 6'-6"	TBD	CUSTOM





**COUNCIL MEETING
OCTOBER 4, 2022**

{The meeting was held in a hybrid model – in person and via Zoom}

Mayor Casavant called the meeting to order at 6:01p.m.

Roll Call: William Emhiser, Scott Whiting, Martin Grohman, Bobby Mills, Norman Belanger, Liam LaFountain, Doris Ortiz and Marc Lessard were present. Amy Clearwater was excused.

The Council and all that were present recited the Pledge of Allegiance

Adjustment to the Agenda:

ADDITION – Public Hearing Liquor License Maggie Murphy’s Restaurant

ADDITION – Executive session – MRS 405 (6)(D) Labor Negotiations

Game of Chance Applications:

Motion by Councilor Grohman, seconded by Councilor Lessard to recommend the issuance of the game of chance application to **Amvets Post 1**

Motion by Councilor Grohman, seconded by Councilor Lessard to recommend the issuance of the game of chance application to **Biddeford Eagles**

Public Hearing: State Liquor License Application – Maggie Murphy’s Restaurant, LLC – DBA Three Sisters Family Restaurant

The Public Hearing was opened at 6:02p.m.

There were no public comments

The Chair closed the Public Hearing at 6:02p.m.

Consideration of Liquor License: Maggie Murphy’s Restaurant LLC – DBA Three Sisters Family Restaurant

Motion made by Councilor Grohman, seconded by Councilor Lessard to recommend the issuance of a State Liquor License to Maggie Murphy’s Restaurants, LLC dba Three Sisters Restaurant.

Vote: Unanimous

Public Addressing the Council: No public comments

Consideration of Minutes: **November 15, 2022**

Motion made by Councilor Whiting, seconded by Councilor Lessard to approve the minutes as printed.

Vote: Unanimous

Second Reading:

**2022.98) Approval/Amendment/Ch. 30, Administration, Public Safety, Article III Fire Prevention
2022.98 IN BOARD OF CITY COUNCIL...First Reading November 15, 2022**

BE IT ORDERED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 30, Public Safety, Article III FIRE PREVENTION BUREAU, **Section 30-147 Fire Lanes**, be amended by adding or ~~deleting~~ text to read as follows:

Sec. 30-147 Fire lanes.

(a) Purpose. Fire lanes are established for the purpose of promoting the public health, safety and welfare by recognizing that there exist, and will in the future exist, buildings and other areas within the City within which and to which the public will be invited, served or housed. These buildings or other areas must be provided prompt, adequate emergency services, including access by fire fighters and firefighting equipment and other emergency personnel and equipment, in order to accomplish such purposes and effect the saving of life and property in emergency situations.

(b) Applicability.

The provisions of this article shall, in order to accomplish the stated purpose, be applicable to all proposed developments, subdivisions, buildings and other premises as defined by the Planning Board; or, in any other areas within the City that the Fire Chief deems access to public land is necessary in order to accomplish its mission.

(c) Establishment of fire lanes.

(1) Each application for residential or nonresidential subdivision approval and each application for site plan review submitted to the Planning Board shall be reviewed by the Chief of the Fire Department and/or the State Fire Marshal within which such development or building is located. The Fire Chief and/or Fire Marshal shall review each such application to determine the location of such fire lanes as are necessary and report his finding, recommendations and suggested designation of fire lanes to the Planning Board, in writing, which findings, recommendations and suggested designations of fire lanes shall be made a part of the record of proceedings before the Planning Board on each such subdivision site plan review application. In such cases, the decision of the Planning Board shall govern the requirement and designation of such fire lanes.

(2) Within existing developments and premises to which this article is applicable, the Fire Chief shall designate fire lanes by written order and shall notify in writing both the Planning Board and the owner, owners or agents of such development or premises by certified mail of such designation and of any specific requirements for compliance with this article, and shall publish notice of such establishment of such fire lanes once in a newspaper having general circulation within the City. The Fire Chief shall file one copy of any order of designation of any such fire lanes with the City Clerk. Any person aggrieved by such order may file with the Clerk within 30 days after the date of the receipt of such order written notice of appeal, setting forth therein reasons for aggrievement. A public hearing shall be held by the Planning Board, after which the board must affirm, modify or rescind such order within 30 days of the public hearing. The Board shall notify the Fire Chief, as may be applicable, by written communication, any and all action taken relative to the establishment of a fire lane.

(3) Excepting any fire lane ordered by the Planning Board, a person aggrieved by the creation of

a fire lane otherwise designated within this section may file a written appeal. Said appeal shall be consistent with section 30-147(c)(2) above, excepting that the appeal shall be filed with the City Manager or their official designee.

(4) Fire department access roads require 20 feet of unobstructed width, 13.5 feet of unobstructed vertical clearance and an appropriate radius for turns in the roads and dead ends for the vehicles apparatus to turn around.

(d) Compliance. Notice of establishment of fire lanes shall prescribe a reasonable time for compliance, such compliance time being 30 days from time of notification by certified mail. If compliance is not obtained within such time, then the owner, owners or agents receiving such notice shall be subject to a fine in accordance with Section **1-12**. Each day following such specified time for compliance shall constitute a new and separate violation.

(e) Parking prohibited; notice of violation; towing of vehicles.

(1) No person shall park or permit to stand unattended a motor vehicle in any fire lane established in accordance with this article, except when actually picking up or discharging passengers or actively engaged in loading or unloading a motor vehicle.

(2) Whenever any vehicle ~~shall be~~ is found parked in violation of this

shall constitute a new and separate violation.

(e) Parking prohibited; notice of violation; towing of vehicles.

(1) No person shall park or permit to stand unattended a motor vehicle in any fire lane established in accordance with this article, except when actually picking up or discharging passengers or actively engaged in loading or unloading a motor vehicle.

(2) Whenever any vehicle ~~shall be~~ is found parked in violation of this section, any police officer or parking enforcement official shall attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of these regulations. Any motor vehicle found parked or standing in a fire lane that has been established in accordance with this article, in addition to the foregoing, may be towed upon the direction of a police officer or parking enforcement official to any public or private parking facility or area; and all expense of such towing and any subsequent storage shall be borne by the registered owner or operator of such vehicle.

Motion made by Councilor Whiting to Approval/Amendment/Ch. 30, Administration, Public Safety, Article III Fire Prevention , seconded by Councilor Lessard

Vote: Unanimous

2022.88) Approval / Biddeford Climate Task Force Race to Zero Pledge – First Reading November 15, 2022

Motion made by Councilor Whiting, seconded by Councilor Emhiser

Vote: 6/2 – Councilor Lessard and Mills Opposed. Councilors Emhiser, Belanger, Whiting, LaFountain, Grohman and Ortiz in Favor.

Resolution Passes as Amendment

Resolution Requesting the Endorsement of 'Race to Zero' Pledge to Reduce Carbon Emissions in Biddeford

WHEREAS, climate change is a global issue with severe local ramifications; and

WHEREAS, addressing climate change is critical to the health of the people, the economy, and the planet; and

WHEREAS, limiting overall global warming to 1.5 degrees Celsius will avert the worst impacts of climate change, and

WHEREAS, the City declared a Climate Emergency in October, 2020, creating the Biddeford Climate Task Force, and

WHEREAS, ICLEI is an international non-profit organization that provides technical support to local governments' efforts toward sustainable development; and

WHEREAS, ICLEI's Race to Zero is a global campaign established by United Nations Climate and UK COP26 Climate Champions during Fall 2020 in order to rally ambitious leadership from all sectors of society — businesses, cities, regions, investors — in order to secure a future of warming that exceeds no more than 1.5 °C.

WHEREAS, the Biddeford Climate Task Force is working with ICLEI and Southern Maine Planning and Development Commission and the towns of Kennebunk, Kennebunkport, and Kittery to prepare a climate action plan by September, 2023 that will set forth measureable goals and actions related to climate mitigation, climate adaptation, and climate resilience to an immediate, just transition and urgent effort to restore a safe climate;

WHEREAS, The Maine Climate Council developed the State's climate action plan, *Maine Won't Wait* commits to reducing greenhouse gas emission in the State by 45% below 1990 levels by 2030 and 80% below those levels by 2050, achieving net-zero emissions by 2045; and

NOW, THEREFORE, BE IT RESOLVED that in accordance with the ICLEI's Race to Zero campaign, the City of Biddeford does hereby ~~commit~~ adopt a ~~to~~ community-wide goal of net-zero emissions by 2050, with a reduction of 62.6% below the 2019 emissions baseline by 2030.

BE IT FURTHER RESOLVED that the Biddeford City Council intends to ~~to~~ adopt a Climate Action Plan, when such is presented by the Biddeford Climate Task Force, and which may be subject such amendments deemed advisable amended after public comment and thoughtful deliberation, such Plan to include ~~with~~ specific policies and implementation actions aimed to achieve the interim goal of 62.6% emission reduction by 2030 and ~~align with~~ the net-zero 2050 goal.

Motion made by Councilor Belanger to amend the Resolution Requesting the Endorsement of Race to Zero Pledge to Reduce Carbon Emissions in Biddeford, seconded by Councilor Whiting

Vote: Unanimous

Amendment Passes

Motion made by Councilor Lessard to offer an amendment that the numbers would be reviewed every two years on anniversary date, seconded by Councilor Mills

Vote: 6/2 – Councilors Lessard and Mills in Favor. Councilors Emhiser, Belanger, Whiting, LaFountain, Grohman, and Ortiz Opposed.

Amendment Defeated

Orders of the Day:

2022.99) Approval – Shoreland Zoning Amendment

2022.99 IN BOARD OF CITY COUNCIL..December 6, 2022

BE IT ORDAINED by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford by [adding](#) or ~~deleting~~ as follows:

Part III (Land Development Regulations), Article XIV (Shoreland Zoning Ordinance:

Section 9. Overlay Districts and Zoning Map.

A. Official Zoning Map.

The areas to which this Ordinance is applicable are hereby divided into the following overlays as shown on the Official Zoning Map which is made a part of this Ordinance:

- A. Resource Protection (RP)
- B. Resource Protection-1 (RP-1)
- C. Limited Residential (LR)
- D. Limited Commercial (LC)
- E. General Development 1 (GD-1)
- F. General Development 2 (GD-2)
- G. Commercial Fisheries/Maritime Activities (CFMA)
- H. Stream Protection (SP)
- I. [Waterfront Renaissance \(WR\)](#)

Section 13. Establishment of Overlay Districts

I. Waterfront Renaissance (WR) District. The Waterfront Renaissance District includes targeted areas of Biddeford's former industrialized waterfront located along the Saco River and immediately adjacent to the City's urban core. Intensive redevelopment here is critical to the ongoing revitalization of downtown, with this district supporting a mixture of new commercial, residential and open space development. The Waterfront Renaissance District shall include areas within 250 feet of the Saco River, horizontally measured from the normal high water line.

Table 1. Land Uses in the Shoreland Zone

LAND USES	OVERLAY DISTRICT								WR
	SP	RP	GD-1	GD-2	RP-1	LR	LC	CFMA	
1. Non-intensive recreational uses not requiring structures such as hunting, fishing and hiking	yes	yes	yes	yes	yes	yes	yes	yes	yes
2. Motorized vehicular traffic on existing roads and trails	yes	yes	yes	yes	yes	yes	yes	yes	yes
3. Forest management activities except for timber harvesting & land management roads	yes	yes	yes	yes	yes	yes	yes	yes	yes
4. Timber harvesting	yes	CEO1	yes	yes	CEO1	yes	yes	yes	yes
5. Clearing or removal of vegetation for activities other than timber harvesting	CEO	CEO1	yes	yes	CEO1	yes	yes	yes	yes
6. Fire prevention activities	yes	yes	yes	yes	yes	yes	yes	yes	yes
7. Wildlife management practices	yes	yes	yes	yes	yes	yes	yes	yes	yes
8. Soil and Water conservation practices	yes	yes	yes	yes	yes	yes	yes	yes	yes
9. Mineral exploration	no	yes2	yes2	yes2	yes2	yes2	yes2	yes2	yes2
10. Mineral extraction including sand and gravel extraction	no	PB3	PB	PB	PB3	PB	PB	PB	PB
11. Surveying and resource analysis	yes	yes	yes	yes	yes	yes	yes	yes	yes
12. Emergency Operations	yes	yes	yes	yes	yes	yes	yes	yes	yes
13. Agriculture	yes	PB	yes	yes	yes	yes	yes	yes	yes
14. Aquaculture	PB	PB	yes	yes	PB13	PB	yes	yes	yes
15. Principal structures and uses									
A. One and two-family residential, including driveways	PB4	no	CEO	CEO	no	CEO	CEO	no	CEO
B. Multi-unit residential	no	no	PB	PB	no	PB	PB	no	PB
C. Commercial	no	no10	PB	PB	no	no10	PB	PB5	PB

D. Industrial	no	no	PB	PB	no	no	no	PB5	PB
E. Governmental and Institutional	no	no	PB	PB	no	PB	PB	PB5	PB
F. Small nonresidential facilities for educational, scientific, or nature interpretation purposes	PB4	PB	PB	PB	PB	CEO	CEO	PB5	PB
16. Structures accessory to allowed uses	PB4	PB	yes	yes	PB	CEO	CEO	yes	yes
17. Pier docks, wharfs, bridges and other structures and uses extending over or below the normal high-water line or within a wetland									
A. Temporary	CEO11	CEO11	CEO11	CEO11	CEO11	CEO11	CEO11	CEO11	CEO11
B. Permanent	PB	PB	PB5	PB5	PB	PB	PB	PB5	PB5
18. Conversions of seasonal residences to year-round residences	LPI	LPI	no	no	no	LPI	LPI	no	no
19. Home occupations	PB	PB	yes	yes	no	PB	CEO	yes	yes
20. Private sewage disposal systems for allowed uses	LPI	LPI	LPI	LPI	LPI	LPI	LPI	LPI	LPI
21. Essential services									
A. Roadside distribution lines (34.5kV and lower)	CEO6	CEO6	yes12	yes12	CEO6	yes12	yes12	yes12	yes12
B. Non-roadside or cross-country distribution lines involving ten poles or less in the shoreland zone	PB6	PB6	CEO	CEO	PB6	CEO	CEO	CEO	CEO
C. Non-roadside or cross-country distribution lines involving eleven or more poles in the shoreland zone	PB6	PB6	PB	PB	PB6	PB	PB	PB	PB
D. Other Essential Services	PB6	PB6	PB	PB	PB6	PB	PB	PB	PB
22. Service drops, as defined, to allowed uses	yes	yes	yes	yes	yes	yes	yes	yes	yes

23. Public and private recreational areas involving minimal structural development	PB	PB	CEO	CEO	PB	PB	CEO	CEO5	CEO
24. Individual, private campsites	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO
25. Campgrounds	no	no7	no	no	no	PB	PB	no	no
26. Road & driveway construction	PB	no8	PB	PB	no8	PB	PB	PB5	PB
27. Land management roads	yes	PB	yes	yes	PB	yes	yes	yes	yes
28. Parking facilities	no	no7	PB	PB	no	PB	PB	PB5	PB
29. Marinas	PB	no	PB	PB	no	PB	PB	PB	PB
30. Filling and earth moving of less than 10 cubic yards	CEO	CEO	yes	yes	CEO	yes	yes	yes	yes
31. Filling and earth moving of greater than 10 cubic yards	PB	PB	CEO	CEO	PB	CEO	CEO	CEO	CEO
32. Signs	yes	yes	yes	yes	yes	yes	yes	yes	yes
33. Uses similar to allowed uses	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO
34. Uses similar to uses requiring a CEO permit	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO
35. Uses similar to uses requiring a PB permit	PB	PB	PB	PB	PB	PB	PB	PB	PB
36. Recreational Trails									
A. Primitive Trails	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO
B. Category 2 Multiple Use Non-Motorized Trails	CEO14	CEO14	CEO14	CEO14	CEO14	CEO14	CEO14	CEO14	CEO14
C. Category 1 Multiple Use Non-Motorized Trails	PB	PB	PB	PB	PB	PB	PB	PB	PB
D. Category 2 Multiple Use Trails, Including Motorized Uses	PB	PB	PB	PB	PB	PB	PB	PB	PB
E. Category 1 Multiple Use Trails, Including Motorized Uses	PB	PB	PB	PB	PB	PB	PB	PB	PB

Section 15. Land Use Standards.

All land use activities within the shoreland zone shall conform with the following provisions, if applicable.

A. Minimum Lot Standards.

	Minimum Lot Area (Sq. Ft.)	Minimum Shore Frontage (ft.)
Residential Per Dwelling Unit		
A. Within the Shoreland Zone Adjacent to Tidal Areas	30,000	150
B. Within the Shoreland Zone Adjacent to Non-Tidal Areas	40,000	200
A. C. Within the General Development 1		
District (within existing structures only)	None	None
B. <u>D. Within the Waterfront Renaissance</u>		
<u>District</u>	<u>425</u>	<u>None</u>

Governmental, Institutional, Commercial or Industrial Per Principal Structure

A. Within the Shoreland Zone Adjacent to Tidal Areas, Exclusive of Those Areas Zoned for Commercial Fisheries and Maritime Activities	40,000	200
B. Within the Shoreland Zone adjacent to Tidal Areas Zoned for Commercial Fisheries and Maritime Activities	None	None
C. Within the Shoreland Zone Adjacent to Non-Tidal Areas	60,000	300
D. Within the General Development 1 District (within existing structures only)	None	None
<u>E. Within the Waterfront Renaissance District</u>	<u>5,000</u>	<u>100</u>

Public and Private Recreational Facilities

A. Within the Shoreland Zone Adjacent to Tidal and Non-Tidal areas	40,000	200
B. Within the General Development 1 District	None	None
<u>C. Within the Waterfront Renaissance District</u>	<u>None</u>	<u>None</u>

B. Principal and Accessory Structures

1. All new principal and accessory structures shall be set back at least one-hundred (100) feet, horizontal distance from the normal high-water line of great ponds classified GPA and rivers that flow to great ponds classified GPA, and one-hundred (100) feet, horizontal distance, from the normal high-water line of other water bodies, tributary streams, or the upland edge of a wetland, [except that in the Waterfront Renaissance excluding areas west of Elm Street](#) and General Development 1 and 2 Districts the setback from the normal high water line of the wetland shall be at least 25 feet, horizontal distance, and in the Commercial Fisheries/Maritime Activities District there shall be no minimum setback. In the Resource Protection District and Resource Protection-1 District the setback requirement shall be 250 feet, horizontal distance, except for structures, roads, parking spaces or other regulated objects specifically allowed in that district in which case the setback requirement specified above shall apply.
4. With the exception of [the Waterfront Renaissance](#) and General Development Districts located adjacent to coastal wetlands and rivers that do not flow to great ponds, and Commercial Fisheries/Maritime Activities Districts, non-vegetated surfaces shall not exceed a total of twenty (20) percent of the portion of the lot located within the shoreland zone. This limitation does not apply to public boat launching facilities regardless of the district in which the facility is located.

In a [Waterfront Renaissance](#) or General Development District located adjacent to coastal wetlands, or rivers that do not flow to great ponds, or in a Commercial Fisheries/Maritime Activities District, non-vegetated surfaces shall not exceed a total of seventy (70) percent of the portion of the lot located within the shoreland zone. [In the Waterfront Renaissance District west of Route 1/Elm Street, non-vegetated surfaces shall not exceed fifty-five \(55\) percent of the portion of the lot within the shoreland zone.](#)

For the purposes of calculating lot coverage, non-vegetated surfaces include, but are not limited to the following: structures, driveways, parking areas, and other areas from which vegetation has been removed. Naturally occurring ledge and rock outcroppings are not counted as nonvegetated surfaces when calculating lot coverage for lots of record on March 24, 1990 and in continuous existence since that date.

When calculating lot coverage for lots of record on March 24, 1990 and in continuous existence since that date, the area of naturally occurring ledge and rock outcroppings not to be counted as non-vegetated surfaces in a shoreland zone shall be deducted from the total lot area before calculating the allowable lot coverage. For example, a 40,000 square foot lot located entirely in a Limited Residential district with 10,000 square feet of ledge reduces the applicable lot area to 30,000 square feet to which the twenty (20) percent maximum non-vegetated surface would be applied being 30,000 square feet times 20% equaling 6,000 square feet.

P. Clearing or Removal of Vegetation for Activities Other Than Timber Harvesting

3. At distances greater than one hundred (100) feet, horizontal distance, from a great pond classified GPA or a river flowing to a great pond classified GPA, and seventy five (75) feet, horizontal distance, from the normal high-water line of any other water body, tributary stream, or the upland edge of a wetland, there shall be allowed on any lot, in any ten (10) year period, selective cutting of not more than forty (40) percent of the volume of trees four (4) inches or more in diameter, measured four and one-half (4 ½) feet above ground level. Tree removal in conjunction with the development of permitted uses shall be included in the forty (40) percent calculation. For the purposes of these standards volume may be considered to be equivalent to basal area.

In no event shall cleared openings for any purpose, including but not limited to, principal and accessory structures, driveways, lawns and sewage disposal areas, exceed in the aggregate, twenty-five (25) percent of the lot area or ten thousand (10,000) square feet, whichever is greater, including land previously cleared. This provision applies to the portion of a lot within the shoreland zone, including the buffer area, but shall not apply to the [Waterfront Renaissance](#), General Development or Commercial Fisheries/Maritime Activities Districts.

R. Exemptions to Clearing and Vegetation Removal Requirements

5. The removal of vegetation associated with brownfields or voluntary response action program (VRAP) projects provided that the removal of vegetation is necessary for remediation activities to clean-up contamination on a site in a [Waterfront Renaissance](#), General Development, Commercial Fisheries and Maritime Activities district or other equivalent zoning district approved by the Commissioner that is part of a state or federal brownfields program or a voluntary response action program pursuant 38 M.R.S.A section 343-E, and that is located along:
 - a. A coastal wetland; or
 - b. A river that does not flow to a great pond classified as GPA pursuant to 38 M.R.S.A section 465-A.

Motion made by Councilor Belanger, seconded by Councilor Whiting

Vote: 7/1 – Councilor LaFountain Opposed. Councilors Emhiser, Belanger, Whiting, Grohman, Mills, Ortiz and Lessard in Favor.

Motion Passes

2022.100) Approval - Commercial Revaluation Award – KRT Appraisal

2022.100 IN BOARD OF CITY COUNCIL..DECEMBER 6, 2022

BE IT ORDERED, that the City Manager is authorized to sign a contract with KRT Appraisal in the amount not to exceed \$50,000 for commercial revaluation services with completion of services on or before July 14, 2023.

Motion made by Councilor Belanger, seconded by Councilor Lessard
Vote: Unanimous
Approval Passes

2022.101) Approval – Special Event Permission for Alcohol – Biddeford-Saco Chamber of Commerce

2022.101 IN BOARD OF CITY COUNCIL..DECEMBER 6, 2022

BE IT ORDERED, that in accordance with the provisions set forth under *Ch. 6, Amusements, Article V – Sales, Possession and Consumption of liquor at and during Special Events on City Public Property*, the City Council of the City of Biddeford does hereby grant approval for Biddeford Saco Chamber of Commerce to serve liquor at their Community Beach Party on May 27, 2023 at Gilbert Boucher Park in Biddeford Pool (Rain date: June 3, 2023), providing that the said Biddeford Saco Chamber of Commerce is and remains in compliance with the provisions set forth under Ch. 6, Section 6-178 et seq. Alcohol sales would be handled and managed by co-hosting partner and alcohol sales license holder, Blaze Brewing of Pearl Street Biddeford.

BE IT FURTHER ORDERED, that the City Council also approves the issuance of a Special Event Permit for the Biddeford & Saco Chamber of Commerce Community Beach Party on May 27, 2023 at Gilbert Boucher Park in Biddeford Pool. (Rain date: June 3, 2023)

Motion made by Councilor Grohman, seconded by Councilor Whiting
Vote: 5/3 – Councilors Lessard, Belanger and LaFountain Opposed. Councilors Emhiser, Belanger, Whiting, Grohman, Mills and Ortiz in Favor.
Approval Passes

Appointments:

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

**Anne Daly
Ward 1**

to the *Biddeford Housing Authority*

Motion by Councilor Belanger, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

**Gerald Bernier
Ward 7**

to the *Airport Commission*

Motion by Councilor Belanger, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

**Carolyn Southwick
Ward 4**

to the *Biddeford Police Advisory Committee*

Motion by Councilor Grohman, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

**Michael Cantara
Ward 7**

to the *Planning Board*

Motion by Councilor Grohman, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

**Paul Lariviere
Ward 1**

to the *Shellfish Conservation Committee*

Motion by Councilor Belanger, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

**Roger Hurtubise
Ward 6**

to the *Biddeford Fire Advisory Committee*

Motion by Councilor Grohman, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

**Julie Larry
Ward 7**

to the *Historic Preservation Commission*

Motion by Councilor Belanger, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby re-appoint:

**Cat Bates
Ward 5**

to the *Biddeford Citizen's Advisory Committee*

Motion by Councilor Belanger, seconded by Councilor Lessard to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

**Scott Whiting
Ward 2**

to the *General Assistance Fair Hearing Committee*

Motion by Councilor Belanger, seconded by Councilor Mills to confirm the appointment.
Vote: Unanimous.

IN BOARD OF CITY COUNCIL...DECEMBER 6, 2022

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

Marc Lessard

Ward 6

to the *General Assistance Fair Hearing Committee*

Motion by Councilor Belanger, seconded by Councilor Mills to confirm the appointment.
Vote: Unanimous.

One person from the public addressed the Council.

City Manager report:

City Manager Jim Bennett reports that the Police Chief has announced over the next 3-4 weeks there will be a concentrated effort in two areas in the community, one is running red lights and the second is violation of hands-free in terms of operation. In conversation with the Chief, what the desire is for compliance is not to write tickets so the reason they are announcing that they are doing this are with hopes everyone will comply and there will be no violations. However, everyone has been put on notice that we are having an intentional over the next 3-4 weeks direct enforcement action in those areas.

Jim also announces that the City Hall staff will be participating in the holiday decoration competition. He encourages people to come in that last week before the holidays and check out the decorations.

Other Business:

Councilor Lessard mentions that on the Eastern Trail, at the end of Thatcher Brook, between Thatcher Brook and Barra Road there is an encampment that's being built. He was making folks aware that it's there.

Councilor Mills mentioned that he did share with some folks about the Police targeted enforcement that is coming up and the response was "Just in time for Christmas." People are so excited about having target enforcement just in time for the holidays. Councilor Mills goes on to say that he knows it's needed but wanted to share that.

Councilor Mills mentions the discussion at previous meetings regarding possibly looking at Zoning changes for retail and medical cannabis operations and he's had a few people ask him if the Council is going to have any more discussions on that and was wondering if they could have that process begin. As he recalls there was unanimous approval at previous meetings to looking at that.

Jim Bennett responds to Councilor Mills request for opening up discussion on Zoning changes for retail and medical cannabis by saying that the Policy Committee had a discussion that he thinks was held in October. Staff has been doing some research on the topic and that at an upcoming Policy meeting staff will be back with them with some perimeters based on discussion.

Councilor LaFountain mentioned that the Community Meals will be coming up December 15th at the J. Richard Martin Community Center, 5:30pm-7:00pm. He is reminded last time he was there he was having conversations with constituents and one of the ideas that came forward is a more

secure bike rack at the Community Center and asked the Council if this is something they can look at. Another conversation he had at the last meal was regarding snow ban parking. He's noticed a lot of communication that has gone out from the City which is helpful but one of the questions that came up was for newer residents moving up to the North Eastern part of the country and haven't dealt with snow bans, there is less knowledge what to do after the end of the snow ban parking. He asked for that type of communication go out so people are better aware of what to do after the parking ban.

Councilor Grohman wanted to compliment everyone including the Heart of Biddeford who put together the Downtown Holiday Festival. He mentioned how nice it is to have the lights.

Council President Addressing the Council:

Council President Norman Belanger praised Councilor Ortiz commitment for spending her birthday at a Council Meeting. He wished Councilor Ortiz a Happy Birthday and told her she needs to find better ways to spend her birthday. He also asked the Council to consider moving the Council Meeting dates from January 3rd and January 17th to January 10th and January 24th.

Mayor Addressing the Council:

Mayor Casavant wanted to thank the Heart of Biddeford, the volunteers and different organizations for the Christmas/Holiday Celebration. He goes on to say that people tend to forget how much time and energy it takes for volunteers to do these things and it's really appreciated by the Council, himself and staff that they do this and he encourages people to want to volunteer because he thinks it makes the community stronger. He states how important it is to shop and dine locally and in downtown Biddeford itself especially during the holiday season to keep these businesses afloat. Lastly, Mayor Casavant mentions with the holidays approaching, that it's so important with traffic and stuff like that, that people just be kind. He sees a lot of road rage and people being upset he feels it's important that everyone reflects on that.

Motion made by Councilor Belanger to enter into Executive Session, seconded by Councilor Whiting

Vote: Unanimous

Time: 7:37p.m.

Executive Session

MRS 405(6)(A) – Personnel Matter

MRS 405(6)(C) – Real Estate Matter

MRS 405(6)(D) – Labor Negotiations

Motion made by Councilor Mills to come out of Executive Session, seconded by Councilor Emhiser

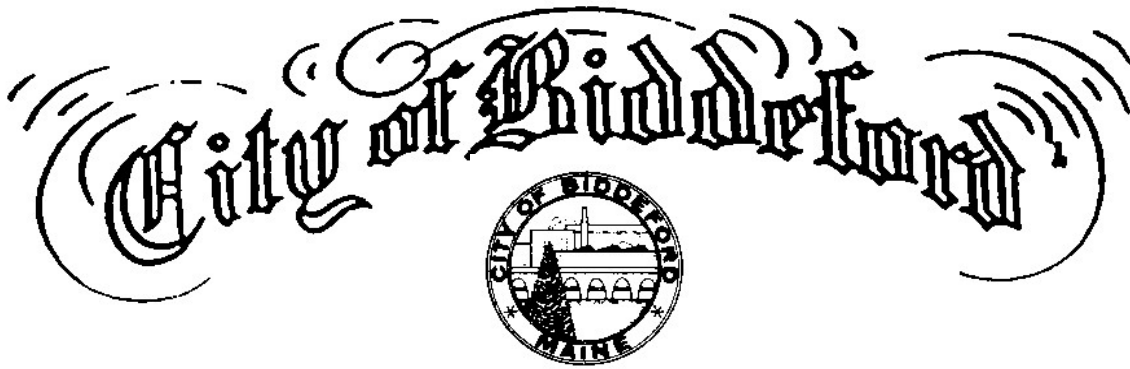
Vote: Unanimous

Time: 8:31p.m.

Motion made by Councilor Mills to adjourn, seconded by Councilor Lessard

Vote: Unanimous

Adjourn: 8:31p.m.



2022.99

IN BOARD OF CITY COUNCIL..December 6, 2022

BE IT ORDAINED by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford by [adding](#) or [deleting](#) as follows:

Part III (Land Development Regulations), Article XIV (Shoreland Zoning Ordinance:

Section 9. Overlay Districts and Zoning Map.

A. Official Zoning Map.

The areas to which this Ordinance is applicable are hereby divided into the following overlays as shown on the Official Zoning Map which is made a part of this Ordinance:

- A. Resource Protection (RP)
- B. Resource Protection-1 (RP-1)
- C. Limited Residential (LR)
- D. Limited Commercial (LC)
- E. General Development 1 (GD-1)
- F. General Development 2 (GD-2)
- G. Commercial Fisheries/Maritime Activities (CFMA)
- H. Stream Protection (SP)
- I. [Waterfront Renaissance \(WR\)](#)

Section 13. Establishment of Overlay Districts

[I. Waterfront Renaissance \(WR\) District. The Waterfront Renaissance District includes targeted areas of Biddeford's former industrialized waterfront located along the Saco River and immediately adjacent to the City's urban core. Intensive redevelopment here is critical to the ongoing revitalization of downtown, with this district supporting a mixture of new commercial, residential and open space development. The Waterfront Renaissance District shall include areas within 250 feet of the Saco River, horizontally measured from the normal high water line.](#)

Table 1. Land Uses in the Shoreland Zone

LAND USES	OVERLAY DISTRICT								WR
	SP	RP	GD-1	GD-2	RP-1	LR	LC	CFMA	
1. Non-intensive recreational uses not requiring structures such as hunting, fishing and hiking	yes	yes	yes	yes	yes	yes	yes	yes	yes
2. Motorized vehicular traffic on existing roads and trails	yes	yes	yes	yes	yes	yes	yes	yes	yes
3. Forest management activities except for timber harvesting & land management roads	yes	yes	yes	yes	yes	yes	yes	yes	yes
4. Timber harvesting	yes	CEO1	yes	yes	CEO1	yes	yes	yes	yes
5. Clearing or removal of vegetation for activities other than timber harvesting	CEO	CEO1	yes	yes	CEO1	yes	yes	yes	yes
6. Fire prevention activities	yes	yes	yes	yes	yes	yes	yes	yes	yes
7. Wildlife management practices	yes	yes	yes	yes	yes	yes	yes	yes	yes
8. Soil and Water conservation practices	yes	yes	yes	yes	yes	yes	yes	yes	yes
9. Mineral exploration	no	yes2	yes2	yes2	yes2	yes2	yes2	yes2	yes2
10. Mineral extraction including sand and gravel extraction	no	PB3	PB	PB	PB3	PB	PB	PB	PB
11. Surveying and resource analysis	yes	yes	yes	yes	yes	yes	yes	yes	yes
12. Emergency Operations	yes	yes	yes	yes	yes	yes	yes	yes	yes
13. Agriculture	yes	PB	yes	yes	yes	yes	yes	yes	yes
14. Aquaculture	PB	PB	yes	yes	PB13	PB	yes	yes	yes
15. Principal structures and uses									
A. One and two-family residential, including driveways	PB4	no	CEO	CEO	no	CEO	CEO	no	CEO
B. Multi-unit residential	no	no	PB	PB	no	PB	PB	no	PB

C. Commercial	no	no10	PB	PB	no	no10	PB	PB5	PB
D. Industrial	no	no	PB	PB	no	no	no	PB5	PB
E. Governmental and Institutional	no	no	PB	PB	no	PB	PB	PB5	PB
F. Small nonresidential facilities for educational, scientific, or nature interpretation purposes	PB4	PB	PB	PB	PB	CEO	CEO	PB5	PB
16. Structures accessory to allowed uses	PB4	PB	yes	yes	PB	CEO	CEO	yes	yes
17. Pier docks, wharfs, bridges and other structures and uses extending over or below the normal high-water line or within a wetland									
A. Temporary	CEO11	CEO11	CEO11	CEO11	CEO11	CEO11	CEO11	CEO11	CEO11
B. Permanent	PB	PB	PB5	PB5	PB	PB	PB	PB5	PB5
18. Conversions of seasonal residences to year-round residences	LPI	LPI	no	no	no	LPI	LPI	no	no
19. Home occupations	PB	PB	yes	yes	no	PB	CEO	yes	yes
20. Private sewage disposal systems for allowed uses	LPI	LPI	LPI	LPI	LPI	LPI	LPI	LPI	LPI
21. Essential services									
A. Roadside distribution lines (34.5kV and lower)	CEO6	CEO6	yes12	yes12	CEO6	yes12	yes12	yes12	yes12
B. Non-roadside or cross-country distribution lines involving ten poles or less in the shoreland zone	PB6	PB6	CEO	CEO	PB6	CEO	CEO	CEO	CEO
C. Non-roadside or cross-country distribution lines involving eleven or more poles in the shoreland zone	PB6	PB6	PB	PB	PB6	PB	PB	PB	PB

D. Other Essential Services	PB6	PB6	PB	PB	PB6	PB	PB	PB	PB
22. Service drops, as defined, to allowed uses	yes	yes	yes	yes	yes	yes	yes	yes	yes
23. Public and private recreational areas involving minimal structural development	PB	PB	CEO	CEO	PB	PB	CEO	CEO5	CEO
24. Individual, private campsites	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO
25. Campgrounds	no	no7	no	no	no	PB	PB	no	no
26. Road & driveway construction	PB	no8	PB	PB	no8	PB	PB	PB5	PB
27. Land management roads	yes	PB	yes	yes	PB	yes	yes	yes	yes
28. Parking facilities	no	no7	PB	PB	no	PB	PB	PB5	PB
29. Marinas	PB	no	PB	PB	no	PB	PB	PB	PB
30. Filling and earth moving of less than 10 cubic yards	CEO	CEO	yes	yes	CEO	yes	yes	yes	yes
31. Filling and earth moving of greater than 10 cubic yards	PB	PB	CEO	CEO	PB	CEO	CEO	CEO	CEO
32. Signs	yes	yes	yes	yes	yes	yes	yes	yes	yes
33. Uses similar to allowed uses	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO
34. Uses similar to uses requiring a CEO permit	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO
35. Uses similar to uses requiring a PB permit	PB	PB	PB	PB	PB	PB	PB	PB	PB
36. Recreational Trails									
A. Primitive Trails	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO
B. Category 2 Multiple Use Non-Motorized Trails	CEO14	CEO14	CEO14	CEO14	CEO14	CEO14	CEO14	CEO14	CEO14
C. Category 1 Multiple Use Non-Motorized Trails	PB	PB	PB	PB	PB	PB	PB	PB	PB
D. Category 2 Multiple Use Trails, Including Motorized Uses	PB	PB	PB	PB	PB	PB	PB	PB	PB

E. Category 1 Multiple Use

Trails, Including Motorized Uses PB PB PB PB PB PB PB PB [PB](#)

Section 15. Land Use Standards.

All land use activities within the shoreland zone shall conform with the following provisions, if applicable.

A. Minimum Lot Standards.

	Minimum Lot Area (Sq. Ft.)	Minimum Shore Frontage (ft.)
Residential Per Dwelling Unit		
A. Within the Shoreland Zone Adjacent to Tidal Areas	30,000	150
B. Within the Shoreland Zone Adjacent to Non-Tidal Areas	40,000	200
C. Within the General Development 1 District (within existing structures only)	None	None
D. Within the Waterfront Renaissance District	425	None

Governmental, Institutional, Commercial or Industrial Per Principal Structure

A. Within the Shoreland Zone Adjacent to Tidal Areas, Exclusive of Those Areas Zoned for Commercial Fisheries and Maritime Activities	40,000	200
B. Within the Shoreland Zone adjacent to Tidal Areas Zoned for Commercial Fisheries and Maritime Activities	None	None
C. Within the Shoreland Zone Adjacent to Non-Tidal Areas	60,000	300
D. Within the General Development 1 District (within existing structures only)	None	None
E. Within the Waterfront Renaissance District	5,000	100

Public and Private Recreational Facilities

A. Within the Shoreland Zone Adjacent to Tidal and Non-Tidal areas	40,000	200
B. Within the General Development 1 District	None	None
C. Within the Waterfront Renaissance District	None	None

B. Principal and Accessory Structures

1. All new principal and accessory structures shall be set back at least one-hundred (100) feet, horizontal distance from the normal high-water line of great ponds classified GPA and rivers that flow to great ponds classified GPA, and one-hundred (100) feet, horizontal distance, from the normal high-water line of other water bodies, tributary streams, or the upland edge of a wetland, [except that in the Waterfront Renaissance excluding areas west of Elm Street](#) and General Development 1 and 2 Districts the setback from the normal high water line of the wetland shall be at least 25 feet, horizontal distance, and in the Commercial Fisheries/Maritime Activities District there shall be no minimum setback. In the Resource Protection District and Resource Protection-1 District the setback requirement shall be 250 feet, horizontal distance, except for structures, roads, parking spaces or other regulated objects specifically allowed in that district in which case the setback requirement specified above shall apply.
4. With the exception of [the Waterfront Renaissance](#) and General Development Districts located adjacent to coastal wetlands and rivers that do not flow to great ponds, and Commercial Fisheries/Maritime Activities Districts, non-vegetated surfaces shall not exceed a total of twenty (20) percent of the portion of the lot located within the shoreland zone. This limitation does not apply to public boat launching facilities regardless of the district in which the facility is located.

In a [Waterfront Renaissance](#) or General Development District located adjacent to coastal wetlands, or rivers that do not flow to great ponds, or in a Commercial Fisheries/Maritime Activities District, non-vegetated surfaces shall not exceed a total of seventy (70) percent of the portion of the lot located within the shoreland zone. [In the Waterfront Renaissance District west of Route 1/Elm Street, non-vegetated surfaces shall not exceed fifty-five \(55\) percent of the portion of the lot within the shoreland zone.](#)

For the purposes of calculating lot coverage, non-vegetated surfaces include, but are not limited to the following: structures, driveways, parking areas, and other areas from which vegetation has been removed. Naturally occurring ledge and rock outcroppings are not counted as nonvegetated surfaces when calculating lot coverage for lots of record on March 24, 1990 and in continuous existence since that date.

When calculating lot coverage for lots of record on March 24, 1990 and in continuous existence since that date, the area of naturally occurring ledge and rock outcroppings not to be counted as non-vegetated surfaces in a shoreland zone shall be deducted from the total lot area before calculating the allowable lot coverage. For example, a 40,000 square foot lot located entirely in a Limited Residential district with 10,000 square feet of ledge reduces the applicable lot area to 30,000 square feet to which the twenty (20) percent maximum non-vegetated surface would be applied being 30,000 square feet times 20% equaling 6,000 square feet.

P. Clearing or Removal of Vegetation for Activities Other Than Timber Harvesting

3. At distances greater than one hundred (100) feet, horizontal distance, from a great pond classified GPA or a river flowing to a great pond classified GPA, and seventy five (75) feet, horizontal distance, from the normal high-water line of any other water body, tributary stream, or the upland edge of a wetland, there shall be allowed on any lot, in any ten (10) year period, selective cutting of not more than forty (40) percent of the volume of trees four (4) inches or more in diameter, measured four and one-half (4

½) feet above ground level. Tree removal in conjunction with the development of permitted uses shall be included in the forty (40) percent calculation. For the purposes of these standards volume may be considered to be equivalent to basal area.

In no event shall cleared openings for any purpose, including but not limited to, principal and accessory structures, driveways, lawns and sewage disposal areas, exceed in the aggregate, twenty-five (25) percent of the lot area or ten thousand (10,000) square feet, whichever is greater, including land previously cleared. This provision applies to the portion of a lot within the shoreland zone, including the buffer area, but shall not apply to the [Waterfront Renaissance](#), General Development or Commercial Fisheries/Maritime Activities Districts.

R. Exemptions to Clearing and Vegetation Removal Requirements

5. The removal of vegetation associated with brownfields or voluntary response action program (VRAP) projects provided that the removal of vegetation is necessary for remediation activities to clean-up contamination on a site in a [Waterfront Renaissance](#), General Development , Commercial Fisheries and Maritime Activities district or other equivalent zoning district approved by the Commissioner that is part of a state or federal brownfields program or a voluntary response action program pursuant 38 M.R.S.A section 343-E, and that is located along:
 - a. A coastal wetland; or
 - b. A river that does not flow to a great pond classified as GPA pursuant to 38 M.R.S.A section 465-A.



City Council

Meeting Date: December 6, 2022

Meeting Time: 6:00 P.M.

Agenda Item No: 9a

Item Description: 2022.99) Approval-Shoreland Zoning Amendment – Article XIV Shoreland Zone

Submitted by: Greg Mitchell, Director of Planning & Development

Supporting Information/Documentation:

Proposed Map Boundary of the Waterfront Renaissance District (Attached).

Key Terms:

Shoreland Zone: Locally adopted zoning overlay ordinance, mandated by the State which governs development activity within 250 feet of an identified water course or water body.

Waterfront Renaissance District: City proposed sub-district of the City's shoreland zone encompassing the area between Pearl Street and the Springfield Terminal Bridge aimed at facilitating new development to revitalize prominent former industrial properties in downtown Biddeford along the Saco River.

Executive Summary:

The City of Biddeford is proposing to establish a new 'special local condition' shoreland zoning sub-district, encompassing the area of the shoreland zone between Pearl Street and the Springfield Terminal Railroad bridge to facilitate new, mixed-use commercial and residential development in an area of Biddeford formerly developed for intensive industrial use.

Detailed Review:

The City of Biddeford is proposing to establish a new 'special local condition' shoreland zoning district within downtown Biddeford, encompassing areas currently zoned as either General Development 1 (GD-1) or General Development 2 (GD-2), in order to facilitate new mixed-use development on property along the Saco River within the City's urban core. The GD-1 and GD-2 are currently restricted to either very low intensity new development, or redevelopment. Biddeford's Mill District is, and has historically, been intensively developed with both commercial and industrial uses. Today, former mill facilities have been successfully converted for both residential and commercial use, which has helped to breathe new life into downtown Biddeford. At the northern end of the City's Mill District, is an area of either underutilized or vacant property along Pearl Street (former home of the MERC site), Gooch Street (Upper Falls Road), and Diamond Street (former Diamond Match Complex). All three sites were at one point fully developed, although the Diamond Match property has since

become revegetated. Amendments to Biddeford's shoreland zone are essential to facilitating new, higher-intensity mixed-use development, consistent with Biddeford's vision for downtown, and complementary of Biddeford's historic mill district.

Understanding that the GD-1 and GD-2 districts exist state-wide, and that alterations to either district could set new unwanted precedent for changes in other communities, the City of Biddeford is proposing to develop a new, stand-alone district unique to the City of Biddeford, proposed as the 'Waterfront Renaissance' (WR) District, in accordance with Title 38, Chapter 3, Subchapter 1, Article 2-B, §438-A.2, which states the following:

"When a municipality determines that special local conditions within portions of the shoreland zone require a different set of standards from those in the minimum guidelines, the municipality shall document the special conditions and submit them, together with its proposed ordinance provisions, to the commissioner for review and approval."

City staff have coordinated closely with the DEP regarding the establishment of this district, and participated in a site walk of the Diamond Match property on to better understand the geography and local conditions, and discuss the proposed amendments to the dimensional standards. In this meeting, the DEP indicated that they were supportive of staff's recommended changes, and supportive of the special local condition designation.

Overview of Proposed Amendment

As a note, *italicized* text below represents excerpts from the proposed draft amendment, with redline text, representing text being newly introduced into the City's Shoreland Zoning ordinance.

Purpose Statement

The Waterfront Renaissance District includes targeted areas of Biddeford's former industrialized waterfront located along the Saco River and immediately adjacent to the City's urban core. Intensive redevelopment here is critical to the ongoing revitalization of downtown, with this district supporting a mixture of new commercial, residential and open space development. The Waterfront Renaissance District shall include areas within 250 feet of the Saco River, horizontally measured from the normal high water line.

Land Uses:

In terms of use, the proposal would mirror the GD-1 district, in terms of allowed uses and use permissions, the City's least restrictive shoreland zoning sub-district. This can be seen in redline form in Table 1 of the attached draft.

Dimensional Requirements

With respect to new development, one of the existing limiting factors is a density requirement, which heavily restricts new residential and commercial development unless that development is occurring within an existing structure. In order to facilitate new development comparable to what exists currently in the rest of downtown Biddeford, the City offers the following recommendations:

	<i>Minimum Lot Area (Sq. Ft.)</i>	<i>Minimum Shore Frontage (ft.)</i>
<i>Residential Per Dwelling Unit</i>		
<i>A. Within the Shoreland Zone Adjacent to Tidal Areas</i>	30,000	150
<i>B. Within the Shoreland Zone Adjacent to Non-Tidal Areas</i>	40,000	200
<i>C. Within the General Development 1 District (within existing structures only)</i>	None	None
<i><u>D. Within the Waterfront Renaissance District</u></i>	<u>425</u>	<u>None</u>

Governmental, Institutional, Commercial or Industrial Per Principal Structure

<i>A. Within the Shoreland Zone Adjacent to Tidal Areas, Exclusive of Those Areas Zoned for Commercial Fisheries and Maritime Activities</i>	40,000	200
<i>B. Within the Shoreland Zone adjacent to Tidal Areas Zoned for Commercial Fisheries and Maritime Activities</i>	None	None
<i>C. Within the Shoreland Zone Adjacent to Non-Tidal Areas</i>	60,000	300

<i>D. Within the General Development 1 District (within existing structures only)</i>	<i>None</i>	<i>None</i>
<i><u>E. Within the Waterfront Renaissance District</u></i>	<i><u>5,000</u></i>	<i><u>100</u></i>

Public and Private Recreational Facilities

<i>A. Within the Shoreland Zone Adjacent to Tidal and Non-Tidal areas</i>	<i>40,000</i>	<i>200</i>
<i>B. Within the General Development 1 District</i>	<i>None</i>	<i>None</i>
<i><u>C. Within the Waterfront Renaissance District</u></i>	<i><u>None</u></i>	<i><u>None</u></i>

The proposed density limits are based upon the latest proposed program of uses for the three developments anticipated to occur within this new subdistrict; the mixed-use development proposed by Fathom Company on Pearl Street (2022.02), the mixed-use development at 10, 20, and 30 Gooch Street by Tom Watson & Co (2022.11), and the residential development proposed at the former Diamond Match property by Lord & Harrington LLC (2021.51). These proposed densities were considered acceptable by the DEP.

Lot Coverage and Setbacks

As with land uses, the City's proposal with respect to lot coverage and setback requirements is to mirror the requirements of the GD-1, with a maximum proposed lot coverage of up to 70% and a minimum setback requirement from the normal high water line of 25 feet.

In discussions with DEP, it was generally acknowledged that the area east of Elm Street/Route 1 were, at present, nearly 100% impervious surface. Noting this, it was acknowledged that new development here, compliant with the City's and State's requirements for new development, would actually significantly improve the environmental quality of these sites and reduce impervious surface. However, the area west of Elm Street/Route 1, the former Diamond Match property, has largely become revegetated. Noting this, the DEP wished to see more stringent dimensional restrictions in this location.

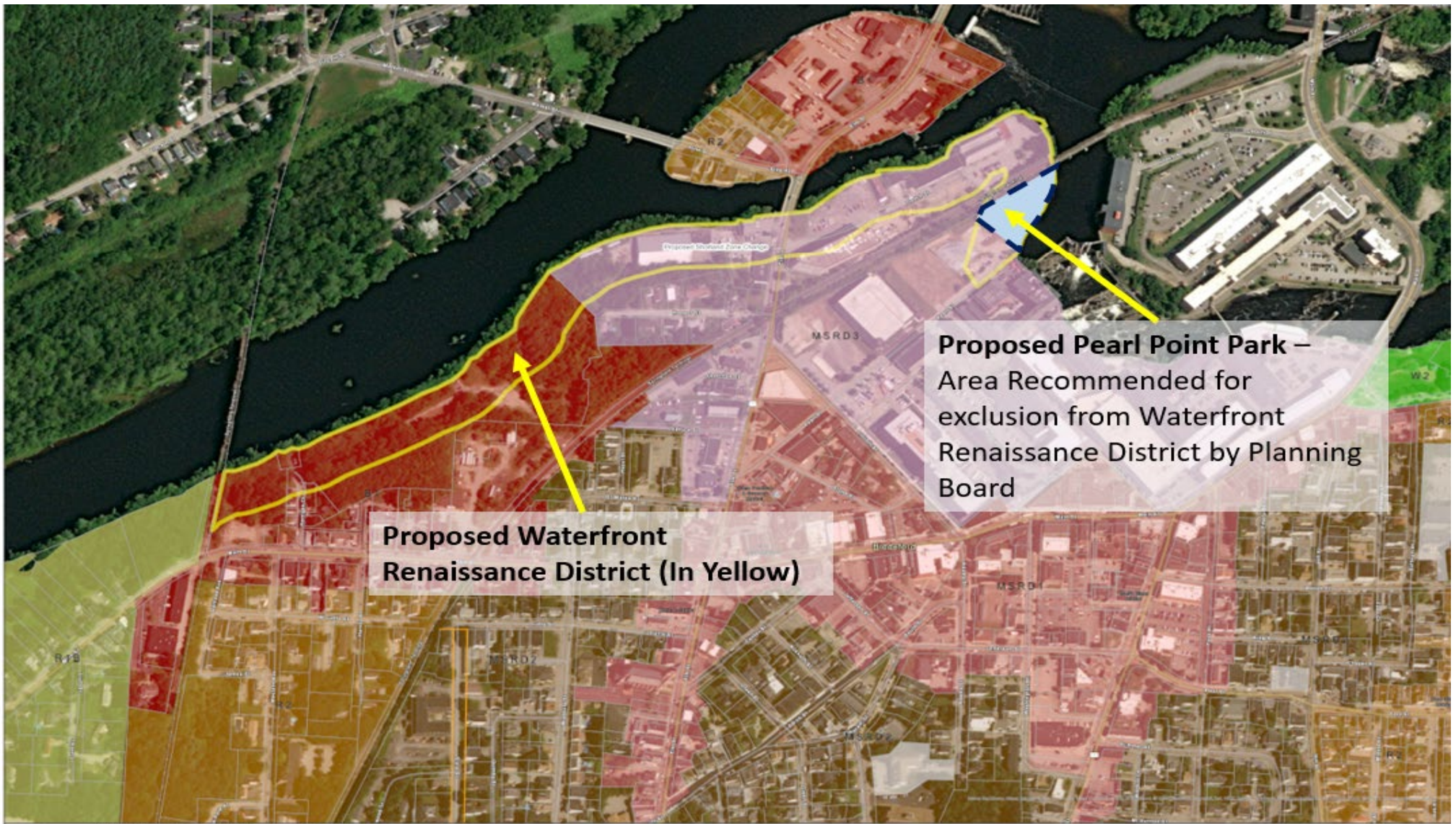
In response to DEP's concerns, staff recommended that there be a minimum setback of 100 feet for all portions of the Waterfront Renaissance District west of Route 1/Elm Street, and that lot coverage be reduced to no more than 55% of the lot. Maine DEP has indicated their support for this approach, which allows the City to proceed with adoption of these proposed amendments.

Funding Source:

N/A

Planning Board Recommendation:

The Planning voted 5-0 (Patoine and Deschambeault absent) to recommend the proposed zoning text and map amendment to the Biddeford City Council. As part of the recommendation, the Planning Board recommended that the site of the proposed Pearl Point Park, proposed Lot 4 of a new 4-lot subdivision of the Tax Map 71, Lot 2 parcel. Staff would note that the existing shoreland zoning district GD-1, does not impede the development of the park and are supportive of the Planning Board's recommendation.



The City of Biddeford, Maine
Technologies Department - GIS Mapping
205 Main Street - P.O. Box 586 - Biddeford, Maine 04005-0586
Tel. 207-571-5660 - Email gis@biddefordmaine.org

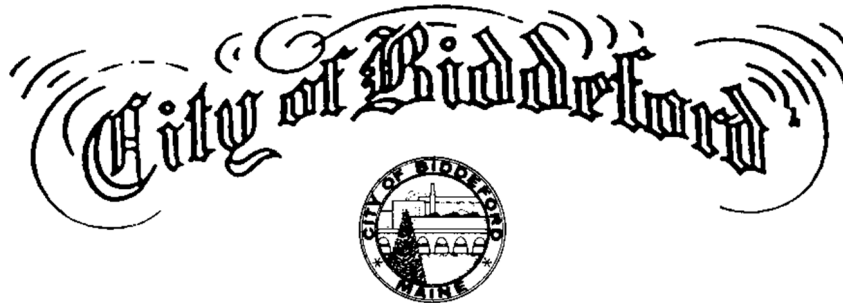


2022.99) Approval – Shoreland Zoning Amendment – First Reading Votes

Motion made by Councilor Belanger, seconded by Councilor Whiting

Vote: 7/1 – Councilor LaFountain Opposed. Councilors Emhiser, Belanger, Whiting, Grohman, Mills, Ortiz and Lessard in Favor.

Motion Passes



2022.102

IN BOARD OF CITY COUNCIL... December 20, 2022

BE IT ORDERED, that the City Council of the City of Biddeford hereby adopts the Model General Assistance Ordinance by repealing the existing ordinance and adopting the CY2023 General Assistance Model Ordinance.

BE IT FURTHER ORDERED, that the City Clerk be authorized to sign the DHHS Model Ordinance Adoption Form on behalf of the City Council.

Note: The Biddeford City Council adopted the appendices to the Model Ordinance at its November 15, 2022 regular meeting under Order 2022.95.



City Council

Meeting Date: December 20th, 2022

Meeting Time: 6:00 PM

Agenda Item No: 11.A

Item Description: 2022.102 Approval/Adoption of General Assistance Model Ordinance

Submitted by: JJ Bennett, General Assistance Administrator

Supporting Information/Documentation:

- 2023 updated General Assistance Ordinance
- DDHS Adoption Form

Key Terms:

- Key terms are defined within the Ordinance, in Section 2.1 and Section 2.2

Executive Summary:

- The DHHS General Assistance Hotline provided the updated 2023 General Assistance Ordinance. The Ordinance has had revisions to Section 2.2 "Special Definitions Section", and a new "Recovery Residence Housing Maximums guide".

Detailed Review:

DHHS has provided, the updated General Assistance Ordinance for CY2023. The General Assistance Ordinance has had updates to Section 2.2 "Special Definitions Section", defining terms in relation to how they are applied to the administration of General Assistance.

The updated General Assistance Ordinance. Also now contains the revision to include General Assistance will not be provided for recovery residences that have not been certified in accordance with 5 M.R.S. § 20005(22) or MARR certified. There is an exception to the rule, that a person may receive 30 days of assistance with an uncertified residence, and could potentially remain eligible for other Basic Needs, provided they remain eligible for General Assistance.

As you may recall the City Council adopted the new General Assistance Maximums at the November 15th meeting. At that time the State had not yet prepared the accompanying model ordinance guidelines and subsequently MMA was not able to provide the model ordinance. The ordinance is now available. The appendices shall be those adopted on November 15th under Order 2022.95.

Funding Source:

- Fiscal Year 2023 Health and Welfare Budget allocation.

Staff Recommendation:

Staff recommends adoption of the updated ordinance.

MUNICIPALITY OF City of Biddeford
GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305(1), the municipal officers of the Municipality of
City of Biddeford, after notice and hearing, hereby enact the attached General Assistance
Ordinance with appendices in its entirety. This Ordinance shall supersede and replace all previous
Ordinance versions. A copy of this Ordinance will be filed with the Maine Department of Health &
Human Services (DHHS) pursuant to 22 M.R.S. § 4305(4), and shall be available for public inspection at
the municipal office along with a copy of 22 M.R.S. chapter 1161.

Signed this _____ day of _____, 2022, by the municipal officers:

_____ (Print Name)	_____ (Signature)
_____ (Print Name)	_____ (Signature)
_____ (Print Name)	_____ (Signature)
_____ (Print Name)	_____ (Signature)
_____ (Print Name)	_____ (Signature)

[Send a copy of the enactment page and ordinance to DHHS, 109 Capitol Street, SHS 11, Augusta, ME 04330-0011]

Rev. 8-2021

ARTICLE I – Statement of Policy

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

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

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

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

The Administrator will post notice stating the day(s) and hours the Administrator will be available. The Administrator, or other designated person/entity, will be available to take applications in the event of an emergency at all other times. A copy of this ordinance and Maine General Assistance law will be available to any member of the public upon request. Notice to this effect will be posted.

ARTICLE II – Definitions

Section 2.1—Common Meaning of Words

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

Section 2.2—Special Definitions

Administrator. See “General Assistance Administrator,” below.

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

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

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

“Basic necessities” do not include:

- Phone bills
- Cable or satellite dish television
- Mail orders
- Vehicle payments
- Credit card debt**
- Furniture
- Loan re-payments**
- Cigarettes
- Alcohol
- Pet care costs

- Vacation costs
- Legal fees
- Late fees
- Key deposits
- Security deposits for rental property (except when no other permanent lodging is available unless a security deposit is paid, and a waiver, deferral or installment arrangement cannot be made between landlord and tenant to avoid need for immediate payment of the security deposit in full). (22 M.R.S. § 4301(1)).

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

Case Record. An official file containing application forms; correspondence; narrative records and all other communications pertaining to an applicant or recipient; written decisions regarding eligibility including reasons for those decisions and types and amounts of assistance provided; records concerning an applicant's request for fair hearing; and fair hearing decisions.

Categorical Assistance. All state and federal income maintenance programs.

Claimant. A person who has requested a fair hearing.

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

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

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

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

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

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

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

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

General Assistance (“GA”) Administrator. A municipal official designated to receive applications, make decisions concerning an applicant’s right to receive assistance, and

prepare records and communications concerning assistance. He or she may be an elected overseer or an authorized agent such as a town manager, welfare director, or caseworker. (22 M.R.S. § 4301(12)).

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

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

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

- Net remuneration for services performed;
- Cash received on either secured or unsecured credit;

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

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

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

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

- Benefits received pursuant to public benefit programs that are specifically exempt from being counted as income for purposes of GA. These programs include:

- Supplemental Nutrition Assistance Program (SNAP) (7 U.S.C. § 2017(b))
- Li-Heap (42 U.S.C. § 8624)
- Family Development Accounts (22 M.R.S. § 3762)
- AmeriCorp VISTA program benefits (42 U.S.C. § 5044 (f))
- Property tax rebates issued under the Maine Property Tax Fairness Credit program, but only if the money is spent on basic necessities (22 M.R.S. § 4301(7))
- ASPIRE Support Service Payments (10-144 CMR Chapter 323)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Potential resources include, but are not limited to, state or federal assistance programs, employment benefits, governmental or private pension programs, available trust funds, support from legally liable relatives, child support payments, and jointly held resources where the applicant or recipient share may be available to the individual. (22 M.R.S. § 4317). Potential resources include the TANF (previously known as AFDC) program, Food Stamps, fuel assistance (HEAP), subsidized housing, and similar programs.

Available resources include resources which are immediately available to the applicant or which can be conveniently secured by the applicant without delay, such as cash on hand or in bank accounts, assets for which there is an immediate and available market,

or support from relatives which is being made available at the time of application and for which the applicant does not have to take any unreasonable steps to secure (e.g., relocation beyond the immediate region). At the discretion of the Administrator, a minimum balance required by a financial institution in order to obtain free checking or in order to maintain the account shall not be considered an available resource.

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

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

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

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

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

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

ARTICLE III – Administrative Rules and Regulations

Section 3.1—Confidentiality of Information

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

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

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

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

representation of a material fact to the Administrator commits a Class E crime. (22 M.R.S. §§ 4314, 4315).

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

Section 3.2—Maintenance of Records

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

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

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

- Supplemental Security Income (SSI) interim assistance reimbursement authorization forms; and
- vendor forms

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

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

ARTICLE IV – Application Procedure

Section 4.1—Right to Apply

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

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

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

Applications Accepted; Posted Notice. Application forms will be available during regular business hours at the municipal office and when the Administrator is conducting interviews with applicants. Completed applications will be accepted and interviews given only during the regular hours established and posted by the Administrator. In an emergency, however, the Administrator or his or her designee will be available to accept applications for assistance whenever necessary.

The municipality will post notice stating the times and location where people may apply for assistance and contact information for the Administrator available to take emergency applications at all other times. In addition, the posted notice shall state that the municipality must issue a written decision on all applications within 24-hours and will include the DHHS toll-free telephone number for reporting alleged violations or complaints. (22 M.R.S. § 4304).

Section 4.2—Application Interview

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

Section 4.3—Contents of the Application

An application must contain the following information:

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

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

a prorated amount of GA (e.g., five days' worth), while the applicant attempts to obtain the required information.

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

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

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

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

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

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

- review the municipal GA ordinance and Maine GA statute and regulations;
- apply for assistance;
- receive a written decision concerning eligibility within 24-hours after application;

- confidentiality of the application and other records;
- contact the DHHS with complaints;
- challenge the Administrator's decision by requesting a fair hearing.

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

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

Section 4.5—Responsibilities of the Applicant at Time of Application

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

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

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

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

Section 4.6—Action on Applications

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

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

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

Section 4.7—Withdrawal of an Application

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

Section 4.8—Temporary Refusal to Accept Application

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

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

Section 4.9—Emergencies

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

income and resources to meet the emergency need and also have not had sufficient income and resources to avert the emergency. (22 M.R.S. § 4308).

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

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

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

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

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

Telephone Applications. If a person has an emergency need and cannot apply in person due to illness, disability, lack of transportation, or other good cause, and if there is no

authorized representative who can apply on behalf of the applicant, the Administrator shall accept an application over the telephone. (22 M.R.S. § 4304).

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

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

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

- a) The applicable time period shall be the 30 days preceding the application for emergency assistance, except in those cases where the emergency was created by a negative account balance for a commodity or service (such as rent, mortgage, or utility payments), and the negative account balance was created over a longer period of time. In such cases, the applicable time period shall be the consecutive length of time the account balance has been in the negative.
- b) The Administrator shall seek from the applicant all information pertinent to the applicant's ability to provide for his or her basic necessities for the applicable time period, including evidence of all income and resources received over that period of time.
- c) The Administrator shall calculate all costs per month for the household's basic necessities during the applicable time period, consistent with the maximum levels

established by this ordinance for the specific basic necessity or the actual monthly cost, whichever is less, including all costs associated with averting the particular emergency situation for which the applicant is seeking assistance.

- d) From the total household costs for basic necessities during the applicable time period, the Administrator shall subtract the total income and lump sum payments available to the household for the applicable time period, as well as the total general assistance actually received during the applicable time period.
- e) The Administrator may restrict the issuance of emergency assistance to the difference yielded by the computation in subsection (d), even when such a grant will not totally alleviate the emergency situation.
- f) The Administrator may waive this limitation on emergency assistance in life threatening situations or for initial applicants; that is, persons who have never before applied for general assistance.
- g) Nothing in these criteria may be construed as prohibiting a municipality from electing to alleviate an emergency situation in the most cost-effective manner available, provided such a determination of eligibility for emergency assistance is in conformance with general assistance law.

Section 4.10—Residence

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

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

Moving/Relocating. The municipality will not consider moving or transporting an applicant or recipient into another municipality unless the person requests assistance to relocate to another municipality. If the Administrator determines the applicant is eligible and grants

financial assistance to help with the requested relocation, this municipality will be responsible for providing assistance to the applicant for 30 days after he/she moves provided the recipient remains eligible.

Institutions. If a resident of this municipality enters an institution located in another municipality (such as a group home, shelter, rehabilitation center, nursing home, or hospital) and requests assistance while at the institution, he/she will be the responsibility of this municipality for up to 6 months after he/she enters the institution if the conditions of 22 M.R.S. § 4307 and § 4313 are met. The municipality thereafter retains responsibility for an applicant in an institution only if the applicant has maintained a home in this municipality to which he/she intends to return. The municipality also recognizes its responsibility for applicants residing in an institution in this municipality if such an applicant had no residence prior to entering the institution. (22 M.R.S. § 4307(4)).

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

Note: A municipality which illegally denies housing assistance will be responsible for the applicant for up to 6 months if, as a result of the denial, the applicant stays in temporary lodging. The municipality may also be subject to other penalties. (22 M.R.S. § 4307(4)).

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

ARTICLE V – Eligibility Factors

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

Section 5.1—Initial Application

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

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

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

Section 5.1A – Presumptive Eligibility

A person who is provided shelter in an emergency shelter for the homeless located in the municipality shall be presumed to be an eligible person. Presumed eligibility may not exceed 30 days within a 12-month period. After the period of presumed eligibility, full eligibility must be verified before assistance will be issued. When presumptive eligibility

is determined under this section, no other municipality may be determined to be the municipality of responsibility during that 30-day period.

Section 5.1B – Recovery Residences

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

Section 5.2—Eligibility for Categorical Assistance

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

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

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

Section 5.3—Personal Property

a) Liquid Assets.

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

b) Tangible Assets.

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

c) Automobile Ownership.

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

virtue of such a trade down must be used for his or her basic necessities. Failure to liquidate or trade down the excess value of any automobile asset can result in disqualification. (22 M.R.S. § 4317).

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

d) Insurance.

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

e) Transfer of Property.

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

Section 5.4—Ownership of Real Estate

a) Principal Residence.

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

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

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

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

b) Other Property.

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

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

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

Section 5.5—Work Requirement

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

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

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

Verification. Unemployed applicants or applicants employed on a part-time basis must provide verifiable documentation of their pursuit of employment at the time of each

application. At a minimum, such documentation will consist of a list of the employers contacted, the date and time of the application contact, and the name of the employer representative contacted. "Pursuit of Employment" means actually submitting a written application or applying for a job in person when reasonable or submitting a written application or letter of inquiry to employers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

classroom participation in a degree-granting program operated under the control of the DOL.

Section 5.6—Municipal Work Program

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

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

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

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

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

- 1) No person shall, as a condition of eligibility, be required to perform any amount of work that exceeds the value of the net GA that the person receives under municipal GA standards. Any person performing work under this subsection shall be provided with net GA, the value of which is calculated at a rate of at least the prevailing minimum wage under state or federal law at the time the workfare was performed.
- 2) No workfare participant shall be required to work for a nonprofit organization if that work would violate the participant's basic religious beliefs.
- 3) In no case shall eligible persons performing work under this subsection replace regular municipal employees.
- 4) In no case will work performed under this subsection interfere with an eligible person's:
 - a) existing employment;
 - b) ability to follow up on a bona fide job offer;
 - c) attendance at an interview for possible employment;
 - d) classroom participation in a primary or secondary educational program intended to lead to a high school diploma; or
 - e) classroom or on-site participation in a training program which is approved by the Department of Labor (DOL) or determined by the DOL to be reasonably expected to assist the person in securing employment, or classroom participation in a degree-granting program administered by the DHHS or the DOL.
- 5) In no case may an eligible person be required to work more than 40 hours per week. An eligible person who has full or part-time employment shall be exempt from the work requirement to the extent that the work requirement in combination with his or her regular employment would result in the person working more than 40 hours per week.
- 6) In no case will an eligible person be required to perform work beyond his or her capabilities. However, when an illness or disability is claimed, an eligible

person may be required as a condition of receiving assistance to present a doctor's statement detailing the extent of the disability or illness. (22 M.R.S. § 4309).

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

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

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

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

That written decision must include:

- a) a specific description of the amount of GA being conditionally granted to the household, and for which basic needs;
 - b) the period of eligibility for which the GA grant is being issued (in days or weeks, but not to exceed 30 days);
 - c) the rate, at a dollar-per-hour basis (but not less than the prevailing minimum wage), upon which the duration of the workfare assignment is calculated;
 - d) the actual duration of the workfare assignment that must be performed, in hours, before the GA grant will be actually issued;
 - e) the specifics of the workfare assignment(s), including the general nature of the type of work being assigned, location(s) of worksite, date(s) and time(s) of assigned workfare, workfare supervisors' names and contact telephone numbers; and
 - f) any other pertinent information related to the workfare assignment(s) the recipient will be expected to perform.
- 3) As previously provided in this section, all workfare participants must sign a consent form that informs the participant of his or her workfare-related rights and responsibilities, including the consequences of failing to perform all or part of the workfare assigned without just cause.
- 4) If a portion of the workfare-first assignment is satisfactorily performed but there has been a failure to perform the remainder of the assignment, without just cause, the Administrator shall issue a grant of GA benefits corresponding to the number of workfare hours satisfactorily performed multiplied by the hourly rate used to calculate the workfare assignment. In addition to any disqualification penalty that may apply, the remaining value of the conditionally issued GA grant shall be terminated, and notice of the partial termination, together with the reasons; therefore, will be issued to the workfare participant in accordance with Ordinance § 6.10.
- 5) If any part of the workfare assignment is not performed because the workfare participant was temporarily unable to perform the assignment for just cause reasons, it shall be reassigned or excused at the discretion of the Administrator.

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

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

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

- Recipients who fail to complete the first municipal work assignment they have been given will be disqualified from receiving assistance during the next 120 days, although dependents in the household may be eligible (*see Ordinance § 5.5, "Dependents"*).
- If during the 120-day disqualification period the recipient requests an opportunity to perform the work assignment which he or she, without just cause failed to perform, the disqualified recipient will be given one opportunity to regain eligibility. The Administrator will give the recipient a work assignment as soon as possible.
- If a recipient under a 120-day disqualification has an emergency need and the Administrator is unable to schedule a work assignment in time to alleviate the emergency, the Administrator will provide sufficient assistance to the recipient to avert the emergency. However, the provision of emergency assistance will not bar the Administrator from subsequently enforcing the previously issued 120-day disqualification if the recipient fails to regain eligibility by satisfactorily performing the work assignment. The amount of emergency assistance granted will be

considered in the computation of the total number of hours the recipient must work.

- Recipients who have asked for the opportunity to regain their eligibility during a 120-day disqualification period and who agreed to fulfill the assignment which they previously failed to perform but who, without just cause, fail to fulfill their municipal work assignment will be considered to have acted in bad faith. In such a circumstance, the Administrator will enforce the 120-day disqualification for the term of its initial duration.
- If a workfare participant regains eligibility under this section but is subsequently disqualified within the initial 120-day period of ineligibility for failing to comply with the municipal work program, that participant will be ineligible for a new 120-day period beginning with the new disqualification date but will be provided no opportunity to requalify.
- Any recipient who intentionally causes damage to property, harasses or harms other employees or who otherwise conducts themselves in a disruptive manner and is discharged by the work supervisor will not be entitled to regain eligibility by returning to the work program. Eligibility may be regained by otherwise becoming employed and meeting the definition of need.

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

Section 5.7—Use of Resources

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

Minors. A minor under the age of 18 who has never married and is applying independently for GA and who is pregnant or has a dependent child or children will be eligible to receive GA only if the minor is residing in the home of his or her parent, legal guardian or other

adult relative, in which case the entire household will be evaluated for eligibility. Exceptions to this limitation on eligibility will be made when:

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

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

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

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

Written Notice; Disqualification. The Administrator will give each applicant written notice whenever the applicant is required to utilize any specific potential resource(s). Any applicant who refuses to utilize potential resources, without just cause, after receiving written 7-day notice will be ineligible for further assistance until he/she has made a good faith effort to utilize or obtain the resources. GA will not be withheld from the applicant pending receipt of a resource if the applicant has made, or is in the process of making, a good faith effort to obtain the resource.

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

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

Section 5.8—Period of Ineligibility

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

Work Requirement. Applicants/recipients who do not comply with a work requirement are disqualified from receiving assistance for a period of 120 days (unless they regain their eligibility) (*see Ordinance §§ 5.5, 5.6*). If an applicant/recipient is provided assistance and

does not comply with the work requirement, the applicant/recipient shall be disqualified for 120 days following the end of the period covered by the grant of assistance. The Administrator shall give recipients written notice that they are disqualified as soon as the Administrator has sufficient knowledge and information to render a decision of ineligibility.

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

Section 5.9 – Unemployment Fraud

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

ARTICLE VI – Determination of Eligibility

Section 6.1—Recognition of Dignity and Rights

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

Section 6.2—Determination; Redetermination

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

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

Section 6.3—Verification

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

Applicant's Responsibilities. Applicants and recipients for GA are responsible for providing to the Administrator all information necessary to determine eligibility. If further information or documentation is necessary to demonstrate eligibility, the applicant must have the first opportunity to provide the specific information or documentation required by

the Administrator. When such information is unavailable, the Administrator must accept alternative available information, which is subject to verification.

Each applicant and recipient has the responsibility at the time of application and continuing thereafter, to provide complete, accurate, current information and documentation concerning his/her:

- Need
- Income
- Employment
- Use of income
- Expenses
- Assets & liabilities
- Use of available resources
- Household composition

Initial Applicants. Persons who have not applied for assistance in this or any other municipality are considered initial applicants and must have their eligibility determined solely on the basis of need. Initial applicants are not subject to eligibility conditions placed on repeat applicants (*see below*). However, such applicants must still provide the GA Administrator with reasonably obtainable documentation adequate to verify that there is a need for assistance. In addition, initial applicants must also comply with both lump sum and relevant work rules (i.e., quit job).

Repeat Applicants. All applicants for GA who are not initial applicants are repeat applicants. The eligibility of repeat applicants must be determined on the basis of need and all other conditions of eligibility established by law and this municipal ordinance.

The Administrator will require documentation of a repeat applicant's income, use of income, assets and resources plus actual bills and receipts for rent, utilities, fuel, telephone, medical services, and other basic necessities. In addition, repeat applicants instructed to seek employment shall verify their work search results, (e.g., provide a list of the employers contacted, the date and time of the application contact, and the name of the employer representative contacted) as required by the Administrator.

Repeat applicants must provide updates to information reported on previous applications, including changes in his/her household or income that may affect his/her eligibility.

Unforeseen Repeat Applicants. Unforeseen repeat applicants are applicants who have not applied for assistance within the last twelve months and who have been regularly employed or receiving support from a public benefit or private source but who have unexpectedly become unemployed through no fault of their own or whose income and/or benefits (e.g., through an available resource) have ceased through no fault of their own. Such unforeseen repeat applicants may be considered initial applicants for purposes of verification requirements and misspent income if the Administrator finds that imposing the general verification requirements and misspent income rules imposed on repeat applicants would be unreasonable or inappropriate.

Administrator's Responsibilities. In order to determine an applicant's eligibility for GA, the Administrator first must seek information and documentation from the applicant. Once the applicant has presented the necessary information, the Administrator must determine eligibility. The Administrator will seek verification necessary to determine eligibility and may contact sources other than the applicant for verification only with the specific knowledge and consent of the applicant – except that the Administrator may examine public records without the applicant's knowledge and consent.

Appropriate sources, which an Administrator may contact, include, but are not limited to:

- DHHS, any other department or agency of the state, or non-profit organizations
- financial institutions
- creditors
- utility companies
- employers
- landlords
- physicians
- persons with whom the applicant/recipient is a cohabitant
- legally and non-legally liable relatives

Assistance will be denied or terminated if the applicant is unwilling to supply necessary information, documentation, or permission to make collateral contacts, or if the Administrator cannot determine that eligibility exists based on information supplied by the applicant or others.

Redetermination of Eligibility. The Administrator may redetermine a person's eligibility at any time during the period that person is receiving assistance if the Administrator is informed of any change in the recipient's circumstances that may affect the amount of assistance to which the recipient is entitled, or that may make the recipient ineligible, provided that once a determination of eligibility has been made for a specific time period, a reduction in assistance for that time period may not be made without prior written notice to the recipient stating the reasons for the action and an opportunity for the recipient to receive a fair hearing upon the proposed change.

Penalty for Refusing to Release Information. Any person governed by 22 M.R.S. § 4314 who refuses to provide necessary information to the Administrator after it has been requested must state in writing the reasons for the refusal within 3 days of receiving the request. Any such person who refuses to provide the information, without just cause, commits a civil violation and may be subject to a fine of not less than \$25 nor more than \$100 which may be adjudged in any court of competent jurisdiction. Any person who willfully renders false information to the Administrator is guilty of a Class E crime. (22 M.R.S. §§ 4314(5), 4314(6), 4315).

Section 6.4—Fraud

It is unlawful for a person to knowingly and willfully make a false representation of a material fact to the Administrator in order to receive GA or cause someone else to receive GA. (22 M.R.S. § 4315). A person who commits fraud in an effort to receive GA benefits may be prosecuted for this offense.

False representation means any individual who knowingly and willfully:

- a) makes a false statement to the Administrator, either orally or in writing, in order to obtain assistance to which the applicant or the applicant's household is not entitled;
- b) conceals information from the Administrator in order to obtain assistance to which the applicant or applicant's household is not entitled; or
- c) uses GA benefits for a purpose other than the purpose for which they were intended.

No person may be denied assistance solely for making a false representation prior to being given an opportunity for a fair hearing.

Period of Ineligibility. When the Administrator finds that a person has knowingly and willfully misrepresented material facts for the purpose of making himself or herself eligible for GA, the Administrator shall notify that applicant in writing that he or she must reimburse the municipality for the assistance he or she was not entitled to receive and that he/she is ineligible for assistance for the longer of: (a) a period of 120 days; (b) until he or she reimburses the municipality for the assistance; or (c) until he or she enters a reasonable written agreement to reimburse the municipality. (22 M.R.S. § 4315).

For the purpose of this section, a material misrepresentation is a false statement about eligibility factors in the absence of which some or all of the assistance would not be or would not have been granted.

The notification of ineligibility issued by the Administrator shall inform the applicant of his or her right to appeal the Administrator's decision to the fair hearing authority (FHA) within 5 working days of receipt. The period of ineligibility shall commence on the day following the end of the period covered by the grant of assistance fraudulently received or upon the date of notification of ineligibility, whichever is later.

Right to a Fair Hearing. Any applicant who is denied assistance for making a false representation will be afforded the opportunity to appeal the decision to the fair hearing authority (FHA) in accordance with Article VII of this Ordinance. No recipient shall have his or her assistance reduced or revoked during the period of eligibility before being notified and given the opportunity to appeal the decision. Any person who is dissatisfied with the decision of the FHA may appeal that decision to the Superior Court pursuant to Rule 80-B of the Maine Rules of Civil Procedure. (22 M.R.S. § 4309(3)).

Reimbursement. If a recipient does not appeal the decision or if the FHA determines that a recipient made a false representation, the recipient will be required to reimburse the municipality for any assistance received to which he/she was not entitled. The recipient may enter a reasonable written agreement to reimburse the municipality over a period of time.

Dependents. In no event will the ineligibility of a person under this section serve to disqualify any eligible dependent in that household. (22 M.R.S. § 4309(3)). In the event one or more members of a household are disqualified and assistance is requested for the remaining dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

Section 6.5—Period of Eligibility

The Administrator will grant assistance to all eligible persons for a period that is sufficient to meet their need but in no event may a grant of assistance cover a period in excess of one month. (22 M.R.S. § 4309). Upon receiving a completed and signed application the Administrator will determine the applicant's eligibility on the basis of a 30-day prospective analysis.

When an applicant submits an incomplete or unsigned application, due to the 24-hour decision requirement placed on the GA Administrator, the GA Administrator shall render a notice of "ineligibility" and advise the applicant that he or she has a right to reapply as soon as he or she has the necessary information and/or as soon as is practicable for the applicant.

Although eligibility is determined on a 30-day basis, for reasons of administrative efficiency, the Administrator may elect to disburse an applicant's assistance for shorter periods of time, such as weekly, throughout the 30-day period of eligibility. When the Administrator elects to disburse GA for a period of time less than 30 days, subsequent grants of assistance during that 30-day period may be issued pursuant to the initial determination of need unless the applicant's financial situation changes substantially enough to warrant a redetermination of eligibility.

Section 6.6—Determination of Need

The period of time used to calculate need will be the next 30-day period from the date of application. (22 M.R.S. § 4301(7)). The Administrator will calculate applicants' expenses according to the actual expense of the basic necessity or the maximum levels for the specific necessities allowed in Ordinance § 6.8, whichever is less. The sum of these

expenses, as calculated for a prospective 30-day period, is the applicant's 30-day need. Applicants will not be considered eligible if their income and other resources exceed this calculation except in an emergency. (22 M.R.S. § 4308(2)) (*see Ordinance § 4.9*).

Applicants will also not be considered in need of GA if their income, property, credit, assets or other resources available to provide basic necessities for their household are greater than the applicable overall maximum level of assistance set forth in the beginning of Ordinance § 6.8. (22 M.R.S. §§ 4301(10), 4305(3-B)). The difference between the applicant's income and the overall maximum levels of assistance established by this Ordinance is the applicant's deficit.

Once an applicant's deficit has been determined, the specific maximum levels of assistance for each basic necessity shall guide Administrator's distribution of assistance for which the applicant is eligible. (*See Ordinance Appendices A-H*). The specific maximum levels of assistance for each basic necessity are intended to be reasonable and sufficient to help recipients maintain a standard of health and decency. (22 M.R.S. § 4305(3-A)).

Income for Basic Necessities. Applicants are required to use their income for basic necessities. Except for initial applicants, no *applicant* is eligible to receive assistance to replace income that was spent within the 30-day period prior to an application for assistance on goods and services that are not basic necessities. All income spent on goods and services that are not basic necessities will be considered available to the applicant and combined with the applicant's prospective 30-day income for the purposes of computing eligibility. (22 M.R.S. § 4315-A). Applicants who have sufficient income to provide their basic necessities but who use that income to purchase goods or services which are not basic necessities will not be considered eligible for assistance. Persons who exhaust their income on basic necessities and who still need assistance with other basic necessities will be eligible, provided that their income does not exceed the overall maximum level of assistance.

Use-of-Income Requirements. The Administrator may require that anyone applying for GA provide documentation of his or her use of income. This documentation can take the

form of cancelled checks and/or receipts which demonstrate that the applicant has exhausted all household income received over the last 30-day period. Except as is deemed appropriate by the Administrator for “unforeseen” repeat applicants (*See Ordinance § 6.3*); repeat applicants may be required to verify that expenditure of income was for basic necessities. Income expended that cannot be verified will generally be considered available and in such case will be added to the 30-day prospective income.

Allowable expenditures include reasonable shelter costs (rent/mortgage); the cost of heating fuel, electricity, and food up to the ordinance maximums; telephone costs at the base rate if the household needs a telephone for medical reasons, the cost of non-elective medical services as recommended by a physician which are not otherwise covered by medical entitlement, Hospital Free Care or insurance; the reasonable cost of essential clothing and non-prescription drugs, and the costs of any other commodity or service determined essential by the Administrator.

Items not considered to be basic necessities and thus will not be allowed in the budget computation include:

- Internet services
- Cable or satellite television
- Cellular phones, except when deemed essential by the overseer for medical or work related purposes
- Cigarettes/alcohol
- Gifts purchased
- Pet care costs
- Costs of trips or vacations
- Paid court fines
- Repayments of unsecured loans
- Legal fees
- Late fees
- Credit card debt

The municipality reserves the right to apply specific use-of-income requirements to any applicant, other than an initial applicant, who fails to use his or her income for basic necessities or fails to reasonably document his or her use of income. (22 M.R.S. § 4315-A). Those additional requirements will be applied in the following manner:

- 1) The Administrator may require the applicant to use some or all of his or her income, at the time it becomes available, toward specific basic necessities. The

Administrator may prioritize such required expenditures so that most or all of the applicant's income is applied to housing (i.e., rent/mortgage), energy (i.e., heating fuel, electricity), or other specified basic necessities;

- 2) The Administrator will notify applicants in writing of the specific use-of-income requirements placed on them;
- 3) If upon subsequent application it cannot be determined how the applicant's income was spent, or it is determined that some or all of the applicant's income was not spent as directed and was also not spent on basic necessities, the applicant will not be eligible to receive either regular or emergency general assistance to replace that income; and
- 4) If the applicant does not spend his or her income as directed but can show with verifiable documentation that all income was spent on basic necessities up to allowed amounts, the applicant will remain eligible to the extent of the applicant's eligibility and need.

Calculation of Income and Expenses. When determining eligibility, the Administrator will subtract the applicant's net income from the overall maximum level of assistance found at the beginning of Ordinance § 6.8. If income is greater than the overall maximum level of assistance, the applicant will not be eligible except in an emergency (*see Ordinance § 4.9*). If income is less than the overall maximum level of assistance, the applicant has a deficit.

The municipality will provide assistance in an amount up to the deficit to the extent the applicant also has an unmet need and is in need of basic necessities. The municipality will not grant assistance in excess of the maximum amounts allowed in Ordinance § 6.8 for specific basic necessities except in an emergency or when the Administrator elects to consolidate the applicant's deficit, as provided immediately below.

Consolidation of Deficit. As a general rule, and to the extent of their deficit, applicants will be eligible for assistance for any basic necessity up to, but not exceeding, the maximum amount allowed for that necessity in this ordinance or the actual 30-day cost of the necessity, whichever is less. Under certain circumstances, however, and in accordance with the following conditions, the Administrator may consolidate the applicant's deficit and

apply it toward a basic necessity in an amount greater than the ordinance maximum for that necessity.

- 1) The practice of consolidating the deficit and applying it toward a basic necessity in amounts greater than the ordinance maximum shall be the exception rather than the rule;
- 2) The total GA grant cannot exceed the total deficit unless the applicant is in an emergency situation; and
- 3) The need for the application of the recipient's consolidated deficit toward a basic necessity was not created by the recipient mispending his or her income or resources in violation of the use-of-income requirements of this ordinance.

Section 6.7—Income

Income Standards. Applicants whose income exceeds the overall maximum level of assistance provided in Ordinance § 6.8 shall not be eligible for GA except in an emergency. Each time an applicant applies, the Administrator will conduct an individual factual inquiry into the applicant's income and expenses.

Calculation of Income. To determine whether applicants are in need, the Administrator will calculate the income they will receive during the next 30-day period commencing on the date of application and identify any assets or resources that would alleviate their need. For all applicants other than initial applicants, the Administrator will also consider as available income any income that was not spent during the previous 30-day period on basic necessities as well as any income that was spent on basic necessities in unreasonable excess of the ordinance maximums for specific basic necessities. If a household's income exceeds the amount of the household's need for basic necessities, up to the maximum levels contained in Ordinance § 6.8, applicants will not be considered in need.

Exceptions will be made in emergency situations, which may necessitate that the maximum levels be exceeded. (22 M.R.S. § 4308) (*see Ordinance § 4.9*). To calculate weekly income and expenses, the Administrator will use actual income received or actual anticipated income.

Types of Income. Income that will be considered in determining an applicant's need includes:

- a) **Earned Income.** Income in cash or in kind earned by the applicant through wages, salary, commissions, or profit, whether self-employed or as an employee, is considered earned income. If a person is self-employed, total income will be computed by subtracting reasonable and actual business expenses from gross income. When income consists of wages, the amount computed will be the income available after taxes, social security and other payroll deductions required by state, federal, and local law. Rental income and profit from produce that is sold is considered earned income. Income that is held in trust and unavailable to the applicant or the applicant's dependents will not be considered as earned income.

Note: Actual work-related expenses such as union dues, transportation to and from work, special equipment or work clothes, and childcare costs will be deducted from an applicant's income. (22 M.R.S. § 4301(7)).

- b) **Income from Other Assistance or Social Services Programs.** State/federal categorical assistance benefits, SSI payments, Social Security payments, VA benefits, unemployment insurance benefits, and payments from other government sources will be considered as income, unless expressly prohibited by federal law or regulation. Federal law prohibits Food Stamps and Fuel Assistance payments made by the Home Energy Assistance Program (HEAP and EPIC) from being considered income. The value of the food stamps or fuel assistance will not be used to reduce the amount of GA the applicant is eligible to receive. Although applicants may have only a limited or reduced need for GA for heating fuel or electricity if a recently received HEAP/ECIP benefit has sufficiently credited their account or otherwise prevented the fuel-related costs for the prospective 30-day period.

The Administrator's obligation is to always compute the heating needs of an applicant who has received HEAP or ECIP as if that applicant paid for his or her total fuel costs. Accordingly, in such cases, the Administrator will budget for the

household's heating energy needs according to actual usage, up to the ordinance maximums, but the Administrator may, with written notice to the applicant, hold in reserve the heating energy portion of the applicant's deficit until such a time during the period of eligibility that the applicant has a demonstrable need for the disbursement of heating energy assistance; that is, the applicant's fuel tank can accept a minimum fuel delivery or the applicant no longer has a positive credit balance with his or her utility company. The municipality is not obligated to divert any recipient's heating energy allowance toward non-heating purposes solely on the basis of the recipient's receipt of HEAP/ECIP.

Other programs whose income cannot be counted for purposes of GA eligibility include:

- Family Development Accounts (22 M.R.S. § 3762)
- Americorp VISTA program benefits (42 U.S.C. § 5044(f))
- Property tax rebates issued under the Maine Property Tax Fairness Credit program, only so long as the money is spent on basic necessities. (22 M.R.S. § 4301(7))

- c) **Court-Ordered Support Payments.** Alimony and child support payments will be considered income only if actually received by the applicant. The Administrator will refer cases in which support payments were not actually received to the Maine DHHS Child Support Enforcement Unit. In order to be eligible for future GA benefits, applicants referred to DHHS for support enforcement assistance shall be required to follow-through with such services. Because child support payments are considered a resource, applicants must make a good faith effort to secure such payments.
- d) **Income from Other Sources.** Payments from pensions and trust funds will be considered income. Payments from boarders or lodgers will be considered income as will cash or in-kind contributions provided to the household from any other source, including relatives. (22 M.R.S. § 4301(7)).
- e) **Earnings of a Son or Daughter.** Earned income received by sons and daughters below the age of 18 who are full-time students and who are not working full-time

will not be considered income. The unearned income of a minor in the household will be considered available to the household.

- f) **Income from Household Members.** Income from household members will be considered available to the applicant, whether or not the household member is legally obligated for the support of the applicant, if the household members pool or share their income and expenses as a family or intermingle their funds so as to provide support to one another.
- g) **The Pooling or Non-Pooling of Income.** When two or more individuals share the same dwelling unit but not all members of the household are applying for GA, the Administrator shall make a finding under a rebuttable presumption that the entire household is pooling income. (22 M.R.S. § 4301(12-A)).

One or more applicants for assistance can successfully rebut the presumption that all household income is being pooled by providing the Administrator with verifiable documentation affirmatively demonstrating a pattern of non-pooling during the duration of the shared living arrangement. Such documentation would include evidence of the entire household's expenses, bank statements, cancelled checks, receipts, landlord statements or other vendor accounts clearly supporting a claim that the applicant has been and is presently solely and entirely responsible for his or her pro-rata share of household costs.

If the applicant is unable to successfully rebut the municipality's presumption that all household income is being pooled, eligibility of the entire household will be determined based on total household income. If the applicant successfully rebuts the municipality's presumption that all household income is being pooled, the applicant's eligibility will be determined on the basis of his or her income and his or her pro-rata share of actual household expenses.

- h) **Lump Sum Income.** A lump sum payment received by any GA applicant or recipient prior or subsequent to the date of application for GA will be considered as income available to the household. However, verified required payments (i.e., any third-party payment which is required as a condition of receiving the lump sum payment, or any payments of bills earmarked for the purpose for which the lump sum payment was made) and any amount of the lump sum payment which the applicant

can document was spent on basic necessities, as described below, will not be considered available income.

Where a household receives a lump sum payment at any time prior or subsequent to the date of application for GA, the Administrator will assess the need for prorating an applicant's eligibility for GA according to the following criteria. (22 M.R.S. § 4301(7), (8-A)):

- 1) identify the date the lump sum payment was received;
- 2) subtract from the lump sum payment all required payments;
- 3) subtract from the lump sum any amount the applicant can demonstrate was spent on basic necessities, including all basic necessities as defined by the GA program such as: reasonable payment of funeral or burial expenses for a family member; any reasonable travel costs related to the illness or death of a family member; repair or replacement of essentials lost due to fire, flood or other natural disaster; repair or purchase of a motor vehicle essential for employment, education, training or other day-to-day living necessities. Repayments of loans or credit, the proceeds of which can be verified as having been spent on basic necessities; and payment of bills earmarked for the purpose for which the lump sum is paid must also be subtracted. (22 M.R.S. § 4301(7), (8-A));
- 4) add to the remainder all income received by the household between the date of receipt of the lump sum payment and the date of application for GA; and
- 5) divide the sum created in subsection (4) by the verified actual monthly amounts for all of the household's basic necessities. 22 M.R.S. § 4305(3-B).

This dividend represents the period of proration determined by the Administrator to commence on the date of receipt of the lump sum payment. The prorated sum for each month must be considered available to the household for 12 months from the date of application or during the period of proration, whichever is less.

The household of an initial applicant that is otherwise eligible for emergency assistance may not be denied emergency assistance to meet an immediate need solely on the basis of the proration of a lump sum payment. (22 M.R.S. § 4308).

Section 6.8—Basic Necessities; Maximum Levels of Assistance

Overall Maximum Levels of Assistance. Notwithstanding any of the maximum levels of assistance for specific basic necessities listed in Ordinance Appendices B-H, an applicant's eligibility for GA will be first determined by subtracting his or her income from the overall maximum level of assistance designated in Appendix A for the applicable household size. (22 M.R.S. § 4305 (3-B)). The difference yielded by this calculation shall be the applicant's deficit.

Applicants will be eligible for GA up to the calculated deficit to the extent the applicant is unable to otherwise provide the basic necessities essential to maintain themselves or their families. Applicants with no deficit shall be found ineligible for GA unless they are in an emergency, in which case eligibility for emergency GA will be determined according to Ordinance § 4.9.

Maximum Levels of Assistance for Specific Basic Necessities. The municipality will grant assistance to eligible applicants for basic necessities according to the maximum levels for specific types of assistance set forth below. The Administrator, in consultation with the applicant, may apply the amount of the applicant's deficit toward assistance with any one or combination of necessities not to exceed the total deficit. These maximum levels will be strictly adhered to unless the Administrator determines that there are exceptional circumstances and an emergency is shown to exist, in which case these absolute levels will be waived in order to meet immediate needs. In all cases either the actual expenses the applicant incurs for basic necessities or the maximum amount allowed in each category, whichever is less, will be used in determining need.

In roommate situations, the applicant's need for common living expenses for rent, fuel, electricity, etc., will be presumed to be reduced by an amount equal to the other household members' proportionate fair share of the common living expenses. No applicant will be allowed to claim a need for any expense which has been or will be paid by another person. In addition, as a general rule the municipality will not provide a benefit toward a basic need by paying a bill that is issued to a person not living with the applicant's household or that has otherwise been incurred by a person who has not been found eligible to receive assistance.

Temporary exceptions to this general rule may be made by the Administrator in the following circumstances: (1) a recent, unplanned separation has occurred in the household resulting in the sustained or permanent absence of a former household member in whose name the bill was customarily issued; (2) the applicant and members of the applicant's household were or will be the sole recipients of the commodities or services covered by any bill to be paid or partially paid with GA; and (3) the applicant will make a good faith effort to direct the vendor to issue future bills in the name of the applicant or other responsible person residing in the household.

- (A) **Food.** The Administrator will provide food assistance to eligible persons up to the allowed maximum amounts designated by the U.S.D.A. Thrifty Food Plan for the appropriate household size.

For this purpose, the municipality hereby incorporates by reference the U.S.D.A. Thrifty Food Plan, as distributed by the Maine DHHS on or about October of each year. See Ordinance Appendix B for the current year's food maximums.

In determining need for food, the Administrator will not consider the value of the food stamps an applicant receives as income. (22 M.R.S. § 4301.7(A); 7 U.S.C. § 2017(b)). The municipality will authorize vouchers to be used solely for approved food products.

The Administrator will exceed the maximums when necessary for households having members with special dietary needs. The Administrator may require a doctor's statement verifying there is a special dietary need requiring an expenditure for food that is greater than the ordinance maximums.

- (B) **Housing.** The Administrator will provide assistance with rent or mortgage payments that are reasonable and/or within the allowed maximum levels. See Ordinance Appendix C for the current year's housing maximums. It is the applicant's responsibility to find suitable housing, although the Administrator may help the applicant find housing when appropriate. The Administrator will inform the applicant of the allowed housing maximums to assist the applicant in his or her search for housing. The allowed maximum for any applicant will be the categorical housing

maximum representing the minimum dwelling unit space necessary to adequately shelter the applicant household. Applicants requesting assistance for housing that contains more bedrooms than are necessary for the number of household members will be provided assistance according to the maximum level for the number of rooms actually needed.

Rental Payments to Relatives. The municipality may elect to not issue any rental payment to an applicant's relatives unless the rental relationship has existed for at least three months and the applicant's relative(s) rely on the rental payment for their basic needs. For the purpose of this section, a "relative" is defined as the applicant's parents, grandparents, children, grandchildren, siblings, parent's siblings, or any of those relative's children. (22 M.R.S. § 4319(2)).

Rental Payments to Non-Relatives. When applicants are living in private homes with the owner or sharing dwelling units with people who are not pooling income or who are not legally liable relatives, the amount allowed as the applicant's shelter expense will be the applicant's pro rata share of the actual, total shelter cost, up to the ordinance maximum. (22 M.R.S. § 4301(6)).

Any housing assistance issued to a recipient in such a circumstance will be issued, whenever reasonably possible, to the landlord or property owner with the most superior interest in the property; i.e., to a landlord before a tenant, or to a mortgagee before a mortgagor.

When the municipality issues in aggregate more than \$600 in rental payments to any landlord in any calendar year, a 1099 form declaring the total amount of rental payments issued during the calendar year will be forwarded to the Internal Revenue Service (IRS) pursuant to IRS regulation (see § 6041(a) of Internal Revenue Code).

Any landlord wishing to regularly receive rental payments from the municipality on behalf of applicants renting rooms from the landlord's own residence must, at a minimum, make a good faith effort to obtain a lodging license from the DHHS Division of Health Engineering, pursuant to 10-144A CMR, Chapter 201, as a condition of that landlord receiving future GA payments on behalf of his or her tenants.

Mortgage Payments. In the case of a request for assistance with a mortgage payment, the Administrator will make an individual factual determination of whether the applicant has an immediate need for such aid. In making this determination, the Administrator will consider the extent and liquidity of the applicant's proprietary interest in the housing. Factors to consider in making this determination include:

- (1) the marketability of the shelter's equity;
- (2) the amount of equity;
- (3) the availability of the equity interest in the shelter to provide the applicant an opportunity to secure a short-term loan in order to meet immediate needs;
- (4) the extent to which liquidation may aid the applicant's financial rehabilitation;
- (5) a comparison between the amount of mortgage obligations and the anticipated rental charges the applicant would be responsible for if he/she were to be dislocated to rental housing;
- (6) the imminence of the applicant's dislocation from owned housing because of his or her inability to meet the mortgage payments;
- (7) the likelihood that the provision of housing assistance will prevent such dislocation; and
- (8) the applicant's age, health, and social situation.

These factors shall be considered when determining whether the equity in the shelter is an available asset which may be substituted for the assistance the municipality would otherwise be required to provide.

The Administrator shall consider issuing a benefit in response to the applicant's request for mortgage assistance to the extent the applicant is otherwise eligible for GA if after review of the criteria above, the Administrator determines that:

- (1) the monthly mortgage obligation is in accordance with the maximum levels of assistance available for housing appropriate to the applicant's household size;
- (2) there is no capacity in the accumulated equity in the property, when considered in the context of the applicant's borrowing capacity with the mortgagee or the general lending community, to suspend the mortgage obligation temporarily or

re-amortize the mortgage in such a way as to suspend or reduce the mortgage obligation; and

- (3) the failure to provide a mortgage payment in a timely manner could jeopardize the applicant's continued right of possession of the property.

If a mortgage payment is necessary, the Administrator will pay the actual amount due, up to the amount allowed according to the maximum levels listed below. After an initial application, assistance with such payments will be given only after the applicant has made all reasonable efforts to borrow against the equity of his or her home. If there is not sufficient equity in the home with which to secure a loan, and if the monthly mortgage payments are not realistically in line with the rental rates for similar housing in the area that could meet the applicant's needs, the Administrator will inform the applicant that he/she is responsible for finding alternative housing within his or her ability to pay and will be obligated to make all reasonable efforts to secure such housing.

Liens. The municipality may place a lien on the property in order to recover its costs of granting assistance with mortgage payments. In addition, a municipality may claim a lien against the owner of real estate for the amount of money spent by it to make capital improvements to the real estate. (22 M.R.S. § 4320). No lien may be enforced against a recipient except upon his or her death or the transfer of the property. Further, no lien may be enforced against a person who is currently receiving any form of public assistance, or who would again become eligible for GA if the lien were enforced.

If the municipality determines that it is appropriate to place a lien on a person's property to recover its costs of providing GA for a mortgage payment or capital improvement it must file a notice of the lien with the county registry of deeds where the property is located within 30 days of making the mortgage payment. That filing shall secure the municipality's or the state's interest in an amount equal to the sum of that mortgage or capital improvement payment and all subsequent mortgage or capital improvement payments made on behalf of the same eligible person, plus interest and costs.

Not less than 10 days prior to filing the lien in the registry, the municipal officers must send notice to the owner of the real estate, the GA recipient, and any record holder of the mortgage by certified mail, return receipt requested, that a lien on the property is going to

be filed with the registry. This notice must clearly inform the recipient of the limitations upon enforcement plus the name, title, address and telephone number of the person who granted the assistance. The municipal officers must also give written notice to the recipient each time the amount secured by the lien is increased because of an additional mortgage payment. This notice must include the same information that appeared on the original intent-to-file notice sent to the recipient.

The municipality may charge interest on the amount of money secured by the lien. The municipal officers will establish the interest rate not to exceed the maximum rate of interest allowed by the State Treasurer to be charged against delinquent taxes. The interest will accrue from the date the lien is filed.

Property Taxes. In the event an applicant requests assistance with his or her property taxes, the Administrator will inform the applicant that there are two procedures on the local level to request that relief: the poverty abatement process (36 M.R.S. § 841(2)) and GA. If the applicant chooses to seek property tax assistance through GA, or if the applicant is denied a poverty tax abatement, the Administrator may consider using GA to meet this need only if:

- a) the property tax in question is for the applicant's place of residence;
- b) there is a tax lien on the property which is due to mature within 60 days of the date of application;
- c) as a matter of municipal policy or practice, or on the basis of information obtained from the applicant's mortgagee, if any, it is reasonably certain that a tax lien foreclosure will result in subsequent eviction from the residential property; and
- d) the applicant, with sufficient notice, applies for property tax relief through the Maine Property Tax Fairness Credit program, when available.

Housing Maximums. The maximum levels of housing assistance contained in this ordinance have been derived either from a locally accomplished fair market rental survey or the fair market rental values developed by the U.S. Department of Housing and Urban Development (HUD). If the maximum levels of housing are derived from the HUD values made effective as of every October 1, and adjusted to disregard the current and averaged utility allowances as developed by the Maine State Housing Authority, those levels are

hereby incorporated by reference. See Ordinance Appendix C for the current year's housing maximums.

If and when the maximum levels of housing assistance in this Ordinance are derived from a locally developed fair market rental survey, a record of that survey will be submitted to the DHHS, General Assistance Unit, and the maximum levels of housing assistance will be incorporated into this Ordinance pursuant to the ordinance adoption and amendment procedures found at 22 M.R.S. § 4305.

- (C) **Utilities.** Expenses for lights, cooking, and hot water will be budgeted separately if they are not included in the rent. Applicants are responsible for making arrangements with the utility company regarding service, including entering into a special payment arrangement if necessary.

Assistance will be granted to eligible applicants on the basis of their most recent bill. The municipality is not obligated to pay back bills or utility security deposits. Exceptions may be made in emergency situations pursuant to section 4.9.

Disconnection of utility service will not be considered an emergency in all cases. The Administrator will make an individual, factual analysis to determine if the termination of utility service constitutes an emergency. The Administrator will consider the household composition, the time of year, the age and health of the household members, and other appropriate factors in reaching a decision. Applicants who had sufficient income, money, assets or other resources to pay their utility bill when it was received, but who spent all or part of their income on items which were not basic necessities, will not be eligible to receive GA to replace those funds.

Applicants have the burden of providing evidence of their income and use of income for the applicable time period (22 M.R.S. § 4308(2)) (*see Ordinance §§ 4.9; 6.3*). The Administrator will notify applicants in writing that they must give the Administrator prompt notice if their utility service is to be terminated or if their fuel supply is low. It is the applicant's responsibility to attempt to make arrangements with the utility company to maintain their service and to notify the Administrator if assistance is needed with a utility bill prior to service being terminated.

Electricity Maximums for Households Without Electric Hot Water. See Ordinance Appendix D for the current year's electricity maximums.

Electricity Maximums for Households that Use Electrically Heated Hot Water. See Ordinance Appendix D for the current year's electricity maximums.

Non-Electric Utilities. The allowed amount for water and sewer utility service will be budgeted at a 30-day reasonable usage rate.

- (D) **Fuel.** Expenses for home heating will be budgeted according to the actual need for fuel during the heating season (September through May) provided such expenses are reasonable, and at other times during the year when the Administrator determines the request for fuel assistance is reasonable and appropriate.

Assistance will be granted to eligible applicants on the basis of their most recent bill. The municipality is not responsible for back bills except in an emergency as provided in Ordinance § 4.9. Applicants are responsible for monitoring their fuel supply and requesting assistance prior to depleting their fuel supply. When applicants who have been informed of this responsibility run out of fuel nonetheless, and can show no just cause for failing to give the Administrator timely notice of their need for fuel, the Administrator shall find that the emergency was not beyond the applicants' control, and process the emergency request accordingly, pursuant to Ordinance § 4.9. See Ordinance Appendix E for the current year's fuel maximums.

- (E) **Personal Care and Household Supplies.** Expenses for ordinary personal and household supplies will be budgeted and allowed according to the applicant's actual need for these items. Personal and household supplies include: hand soap, toothpaste, shampoo, shaving cream, deodorant, dish detergent, laundry supplies and costs, household cleaning supplies, razors, paper products such as toilet paper, tissues, paper towels, garbage/trash bags light bulbs and supplies for children under 5 years of age. See Ordinance Appendix F for the current year's personal care and household supplies maximums.

- (F) **Other Basic Necessities.** Expenses falling under this section will be granted when they are deemed essential to an applicant's or recipient's health and safety by the

Administrator and, in some cases, upon verification by a physician. Assistance will be granted only when these necessities cannot be obtained through the utilization of available resources.

- 1) **Clothing.** The municipality may assist a household with the purchase of adequate clothing. Before assistance will be granted for clothing, the general assistance Administrator must be satisfied that the applicant has utilized all available resources to secure the necessary clothing. In some circumstances, clothing will be a postponable item. Exceptions to this would be, for example, if fire, flood or unusually cold weather makes extra clothing an immediate necessity, special clothing is necessary for the applicant's employment, or a household member is without adequate clothing.
- 2) **Medical.** The municipality will pay for essential medical expenses, other than hospital bills (*see below*), provided that the municipality is notified and approves the expenses and services prior to their being made or delivered. Medical expenses include prescriptions, devices, treatments, or services that are determined to be 'medically necessary' by a licensed physician. The municipality will grant assistance for medical services only when assistance cannot be obtained from any other source and the applicant would not be able to receive necessary medical care without the municipality's assistance. The applicant is required to utilize any resource, including any federal or state program, that will diminish his or her need to seek general assistance for medical expenses. The municipality will grant assistance for non-emergency medical services only if a physician verifies that the services are essential. Provided there is no cost to the applicant, the Administrator may require a second medical opinion from a physician designated by the municipality to verify the necessity of the services.

Generally, the municipality will issue GA at the established Medicaid rates for all medical services, prescriptions, or other medical commodities. Before authorizing GA for any medical expenses, the Administrator will inform the pharmacy or medical service provider of the municipality's intention to pay for the medical service at the Medicaid rate and ask to be billed accordingly.

Ordinary medical supplies/non-prescription drugs will be budgeted at the actual amount when the applicant can demonstrate a need for such items. Allowable supplies include bandages, aspirin, cough syrup, and other generic brand, non-prescription medicines. In addition, the basic monthly rate for telephone service will be budgeted when a telephone is essential to the health and safety of the household. In order for telephone service to be considered an allowable expense the applicant must provide a written statement from a physician certifying that the telephone is essential.

- 3) **Hospital Bills.** In the event of an emergency admission to the hospital, the hospital must notify the Administrator within 5 business days of the admission. Notification must be by telephone, confirmed by certified mail, or by certified mail only. If a hospital fails to give timely notice to the Administrator, the municipality will have no obligation to pay the bill.

Any person who cannot pay his or her hospital bill must apply to the hospital for consideration under the Hospital's Free Care Program as provided in Title 22 M.R.S. § 1716. Anyone who is not eligible for the hospital's free care program may apply for GA. Applicants must apply for assistance within 30 days of being discharged from the hospital and provide a notice from the hospital certifying that he or she is not eligible for the hospital's free care program.

Before the Administrator will consider whether to allow a hospital bill as a necessary expense, the applicant must enter into a reasonable payment arrangement with the hospital. The payment arrangement will be based upon the Medicaid rate. In determining an applicant's eligibility, the municipality will budget the monthly payment to the hospital the applicant has agreed to pay. The applicant's need for assistance with a hospital bill will be considered each time he/she applies by including the amount of the bill in the applicant's monthly budget, but the recipient will be responsible for making any necessary payments to the hospital pursuant to the use-of-income requirements found at Ordinance § 6.6.

- 4) **Dental.** The municipality will pay for medically necessary dental services only. As is the case with medical services generally, the municipality will issue GA for dental services at the established Medicaid rates for those services, and before authorizing the GA benefit for dental services, the Administrator will inform the dentist or dental surgeon of the municipality's intention to pay at the Medicaid rate. If full mouth extractions are necessary, the municipality will pay for dentures provided the applicant has no other resources to pay for the dentures. The applicant will be referred to a dental clinic in the area whenever possible. The Administrator will expect the applicant to bear a reasonable part of the cost for dental services, including extractions and dentures, taking into account the applicant's ability to pay.
- 5) **Eye Care.** In order to be eligible to receive GA for eyeglasses, an applicant must have his or her medical need certified by a person licensed to practice optometry. The Administrator will provide assistance for eyeglasses to eligible persons only after the applicant has exhausted all other available resources and generally only at the Medicaid rate.
- 6) **Telephone Charge.** A payment for basic telephone will only be allowed if a telephone is necessary for medical reasons as verified by a physician. At the discretion of the GA Administrator, minimum/basic telephone services may be allowed for households with children, for households where job search or work-related reasons exist and/or for any other reasons the Administrator deems necessary.
- 7) **Work-Related Expenses.** In determining need, reasonable and actual work-related expenses will be deducted from earned income. These expenses include childcare costs, work clothes, supplies and transportation at the actual costs not to exceed the ordinance maximum. See Ordinance Appendix G for the current maximum mileage allotment. The applicant is required to provide documentation substantiating the costs and that the expenses were necessary.
- 8) **Travel Expenses.** In determining need, necessary travel which is not work-related will be budgeted if the applicant can satisfy the Administrator that the prospective need for travel is necessary. For applicants in rural areas, weekly transportation to a supermarket will be considered, as will any medically

necessary travel. See Ordinance Appendix G for the current rate at which such necessary travel will be budgeted. This rate shall be construed to subsidize all costs associated with automobile ownership and operation, including gas/oil, tires, maintenance, insurance, financing, licensing/registration, excise tax, etc.

- 9) **Burials, Cremations.** Under the circumstances and in accordance with the procedures and limitations described below (*see Ordinance § 6.9*), the municipality recognizes its responsibility to pay for the burial or cremation of eligible persons. See Ordinance Appendix H for the current maximums.
- 10) **Capital Improvements.** The costs associated with capital improvements/repairs (e.g., heating/water/septic system repair) will generally not be budgeted as a basic necessity. Exceptions can be made only when the capital improvement/repair has been pre-approved by the Administrator as a necessary expense and the monthly cost of the capital improvement/repair has been reduced as far as reasonably possible; for example, by means of the applicant entering into an installment payment arrangement with the contractor. The Administrator may grant GA for capital improvements when:
- 1) the failure to do so would place the applicant(s) in emergency circumstances;
 - 2) there are no other resources available to effect the capital repair; and
 - 3) there is no more cost-effective alternative available to the applicant or municipality to alleviate an emergency situation.

In some cases, the entire immediate cost of the capital improvement can be mitigated by the applicant entering into an installment payment arrangement with a contractor. The municipality reserves the right to place a lien on any property pursuant to 22 M.R.S. § 4320 when GA has been used to effect a capital improvement. The lien process shall be accomplished in the same manner as for mortgage payments, as described in subsection (B) “Liens”, above.

Section 6.9—Burials; Cremations

Funeral Director Must Give Timely Notice. In order for the municipality to be liable for a burial or cremation expense, the funeral director must notify the Administrator prior to the burial or cremation or by the end of three business days following the funeral director’

receipt of the body, whichever is earlier. (22 M.R.S. § 4313(2)). This contact by the funeral director shall begin the process of developing an application for burial/cremation assistance on behalf of the deceased. It is the funeral director's responsibility to make a good-faith effort to determine if the family or any other persons are going to pay all or part of the burial expenses. If family members or others are unable to pay the expenses, and the funeral director wants the municipality to pay all or part of the expenses, the funeral director must make timely contact to the Administrator. In addition, the funeral director may refer legally liable relatives to the Administrator so that a timely determination of financial capacity may be accomplished.

Application for Assistance Shall be Calculated on Behalf of the Deceased. For the purposes of determining residency, calculating eligibility and issuing GA for burial or cremation purposes, an application for assistance shall be completed by the Administrator on behalf of the deceased.

With regard to residency, the municipality of responsibility for burial expenses shall be the municipality in which the eligible deceased person was a resident at the time of death as residency is determined under Ordinance § 4.10.

Although legally liable relatives may be asked to provide information regarding their income, assets, and basic living expenses, that information will not be construed as an application for GA in as much as living persons are not eligible for burial assistance. To clarify this point of law, although legally liable relatives have a financial responsibility to pay for the burial or cremation of their relatives, that financial responsibility only exists to the extent the legally liable relatives have a financial capacity to do so. Therefore, legally liable relatives who are themselves eligible for GA, have no legal obligation to pay for the burial or cremation of their relatives. For these reasons, all GA issued for burial or cremation purposes shall be issued on behalf of, and in the name of, the deceased.

The Financial Responsibility of Certain Family Members. Grandparents, parents, children and grandchildren of the deceased whether or not living in or owning property in Maine, and the spouse or registered domestic partner of the deceased, are financially responsible for the burial or cremation of the deceased to the extent those relatives,

individually or as a group, have a financial capacity to pay for the burial or cremation either in lump sum or by means of a budgeted payment arrangement with the funeral home. Accordingly, at the request of the Administrator, all legally liable relatives must provide the Administrator with any reasonably requested information regarding their income, assets, and basic living expenses. The Administrator may also seek information from financial institutions holding assets of the deceased. Maine law requires a financial institution to disclose the amount deposited in the corporation or association when the municipality or its agents are acting in accordance with section 4313(2) and provide a written request and a notarized affidavit signed by the Administrator of the municipality or its agents stating that the named depositor is deceased.

Consideration of the Financial Responsibility of Family Members. Generally, when the Administrator can make a finding that one or more of the deceased's legally liable relatives have an obvious and demonstrable financial capacity to pay for the burial or cremation, by lump sum payment or by means of a reasonable payment arrangement, the municipality will not grant the requested burial or cremation assistance. When the Administrator is unable to make such a finding, the following proration of familial responsibility will be implemented.

Proration of Familial Responsibility. A proration of familial financial responsibility will be used when no legally liable relative possesses an obvious and demonstrable capacity to pay for the burial or cremation, but one or more of the financially liable relatives is found to have a financial capacity to make a partial financial contribution, or the Administrator is unable to determine the financial capacity of one or more of said relatives.

Under these circumstances, each legally liable relative is considered to be responsible for his or her pro rata share of the total municipal contribution that would exist if no legally liable relatives had a financial capacity to contribute. Furthermore, and as long as all other eligibility factors have been satisfied, the municipality will provide as a burial or cremation benefit the aggregate of all pro rata shares less the share of any legally liable relative who refuses to cooperate with the Administrator by providing information or documentation reasonably necessary to determine that relative's financial capacity, and less any share

or part of a share attributable to a legally liable relative who can financially contribute or partially contribute toward the burial or cremation to the extent of that relative's share.

Eight Days to Determine Eligibility. The Administrator may take up to 8 days from the date of an application for burial/cremation assistance to issue a written decision regarding the amount of the municipal contribution toward the burial or cremation. The 8-day eligibility determination period from the date of application shall be used as necessary to make third-party collateral contacts, verify the listing of legally liable family members and determine their respective financial capacities to contribute to the burial or cremation, contact the personal representative of the deceased's estate, if any, and other related administrative tasks. The Administrator shall not use this 8-day period allowed by law to unreasonably delay the municipality's decision.

The Municipal Obligation to Pay When Legally Liable Relatives or Others Can Contribute.

The figures provided in this section are the maximum benefits provided by the municipality when no contributions toward the burial or cremation are available from any other source. To the extent any legally liable relatives of the deceased have a financial capacity to pay for the burial or cremation, that financial capacity shall be deducted from the maximum burial costs allowed by this section. In addition, any other benefits or resources that are available, such as Social Security burial benefits, veterans' burial benefits, or contributions from other persons, will be deducted from the maximum amount the municipality will pay, except there will be no deduction from the municipal benefit level with respect to any contribution provided for the purpose of publishing an obituary notice up to an aggregate contribution limit for this purpose of \$75 when a paid receipt demonstrating the purchase of an obituary notice is provided to the Administrator.

Burial Expenses. The Administrator will respect the wishes of family members concerning whether the deceased is interred by means of burial or cremated. See Ordinance Appendix H for the maximum levels of burial assistance.

Cremation Expenses. In the absence of any objection by any family members of the deceased, or when neither the Administrator nor the funeral director can locate any family

members, the Administrator may issue GA for cremation services. See Ordinance Appendix H for the maximum assistance levels for cremations.

Section 6.10—Notice of Decision

Written Decision. Each time a person applies, the Administrator will provide a written decision to the applicant after making a determination of eligibility. The decision will be given to the applicant within 24 hours after a completed and signed application is received (22 M.R.S. § 4305(3)) (*see Ordinance § 4.6*).

In order to comply with the statutory requirement to issue a decision within 24 hours, if an applicant submits an incomplete or unsigned application, the Administrator may decide to issue a notice of “ineligibility” and provide the applicant with another application to submit as soon as is practicable for the applicant.

The Administrator must explain the applicant’s right to a fair hearing in the Administrator’s written notice of decision.

Contents of Decision. After an application has been completed, applicants will be given written notice of any decision concerning their eligibility for assistance. In addition to the items listed in Ordinance § 4.6, the notice of decision will include a statement that:

- a) the applicant has the right to a fair hearing and how to request a fair hearing, and;
- b) the applicant has the right to contact the DHHS if he or she believes the municipality has violated the law. The decision will include contact information for the appropriate DHHS office.

Disbursement of General Assistance. Except when the Administrator determines it is impractical, all GA will be provided as a voucher or purchase order payable to a vendor or through direct municipal payment to a provider of goods or services. GA will not be issued in the form of a cash payment to an applicant unless there is no alternative to the cash payment, in which case the Administrator shall document the circumstances requiring GA to be issued in the form of cash. (22 M.R.S. § 4305(6)).

ARTICLE VII – The Fair Hearing

Section 7.1—Right to a Fair Hearing

Within 5 working days of receipt of a written notice of denial, reduction or termination of assistance, or within 10 working days after any other act or failure to act, the applicant or his or her authorized representative has the right to request a fair hearing. (22 M.R.S. § 4322). The right to review a decision of the Administrator is a basic right of the applicant to a full evidentiary hearing and is not limited solely to a review of the decision.

Section 7.2—Method of Obtaining a Fair Hearing

Upon receiving notification of the decision of the Administrator, all claimants will be informed of how to request a fair hearing. All complaints that are not clear requests for a fair hearing will be answered by a personal interview or in writing by the Administrator. If the client is satisfied with the adjustment or explanation, the Administrator will make an entry in the case record and file any correspondence involved.

Written Request. To obtain a fair hearing, the claimant, or his or her authorized representative, must make a written request within 5 working days of receipt of the Administrator's decision to grant, deny, reduce or terminate assistance, or within 10 working days after any other act or failure to act. The Administrator will make a form available to request a fair hearing and will assist the claimant in completing it if necessary. On the printed form, the claimant will give the following information:

- a) the decision on which review is sought;
- b) the reason(s) the claimant is dissatisfied and why the claimant believes he/she is eligible to receive assistance; and
- c) the relief sought by the claimant.

The Administrator may not deny or dismiss a request for a hearing unless it has been withdrawn (in writing) by the claimant.

Scheduling the Fair Hearing. Upon receipt of the completed written request, the FHA must meet and hold the hearing within 5 working days. The Administrator will notify the claimant in writing when and where the hearing will be held. (22 M.R.S. § 4322). In addition to the

date, time and place of the hearing, the notice of fair hearing shall include, at a minimum, the claimant's rights to:

- a) be his or her own spokesperson at the fair hearing, or at the claimant's own expense be represented by legal counsel or another;
- b) confront and cross-examine any witnesses presented at the hearing; and
- c) present witnesses on his or her own behalf.

Arrangements for the date, time, and place of the hearing will take into consideration the convenience of the claimant and hearing authority. The claimant will be given timely notice to allow for preparation and will also be given adequate preliminary information about the hearing procedure to allow for effective preparation of his or her case.

Section 7.3—The Fair Hearing Authority

The municipal officers will appoint a fair hearing authority (FHA) that will determine, based on all the evidence presented at the fair hearing, whether the claimant(s) were eligible to receive assistance at the time they applied for GA. The FHA is charged with ensuring that GA is administered in accordance with state law and this ordinance.

The FHA may consist of the municipal officers, one or more persons appointed by the municipal officers to act as the FHA, or, if designated by ordinance, a municipal board of appeals created under 30-A M.R.S. § 2691. (22 M.R.S. § 4322). In determining the FHA, the municipal officers will ensure that all person(s) serving as FHA must:

- a) have not participated in the decision which is the subject of the appeal;
- b) be impartial;
- c) be sufficiently skilled in interviewing techniques to be able to obtain evidence and the facts necessary to make a fair determination; and
- d) be capable of evaluating all evidence fairly and realistically, explaining to the claimant the laws and regulations under which the Administrator operated, and conveying to the Administrator any evidence of unsound, unclear, or inadequate policies, practices or actions.

Section 7.4—Fair Hearing Procedure

At the time that written notice of the date, time, and place of the fair hearing is provided to a claimant, he/she will also be given adequate information about the hearing procedure to allow him/her to effectively prepare his or her case. The claimant shall be permitted to review his or her file before the hearing. At a minimum, the claimant will be provided with the following information regarding fair hearing procedures. All fair hearings will:

- a) be conducted in private, with only to the claimant, witnesses, the claimant's legal counsel, others whom the claimant wants present, and Administrator, the Administrator's agents, counsel and witnesses present;
- b) be opened with a presentation of the issue by the FHA;
- c) be conducted informally, without technical rules of evidence, but subject to the requirements of due process;
- d) allow the claimant and the Administrator the option to present their positions for themselves or with the aid of others, including legal counsel;
- e) give all participants an opportunity to present oral or written testimony or documentary evidence, offer rebuttal; question witnesses presented at the hearing; and examine all evidence presented at the hearing;
- f) result in a decision, based exclusively on evidence or testimony presented at the hearing; and
- g) be tape recorded, and result in a written decision that is given to the claimant and filed with evidence introduced at the hearing. The FHA will allow the claimant to establish all pertinent facts and circumstances, and to advance any arguments without undue interference. Information that the claimant does not have an opportunity to hear or see will not be used in the fair hearing decision or made part of the hearing record. Any material reviewed by the FHA must be made available to the claimant or his or her representative. The claimant will be responsible for preparing a written transcript if he/she wishes to pursue court action.

The FHA shall admit all evidence if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. (22 M.R.S. § 4322).

Claimant's Failure to Appear. If the claimant fails to appear at the hearing, the FHA will send a written notice to the claimant indicating that the Administrator's decision remains unchanged because of the claimant failure to appear. The notice will state that the claimant has 5 working days from receipt of the notice to provide the Administrator with information demonstrating "just cause," for failure to appear.

"Just cause" for a claimant's failure to appear at a fair hearing, may include:

- a) a death or serious illness in the family;
- b) a personal illness which reasonably prevents the party from attending the hearing;
- c) an emergency or unforeseen event which reasonably prevents the party from attending the hearing;
- d) an obligation or responsibility which a reasonable person in the conduct of his or her affairs could reasonably conclude takes precedence over the attendance at the hearing; or
- e) lack of receipt of adequate or timely notice; excusable neglect, excusable inadvertence, or excusable mistake.

If the claimant (or his/her attorney) establishes that just cause existed, the request for the hearing will be reinstated and a hearing rescheduled.

If a claimant who is represented by legal counsel fails to appear at a fair hearing, legal counsel shall not testify in place of the claimant on matters of 'fact' but may cross examine witnesses and make 'legal' arguments on behalf of the claimant.

Section 7.5—The Fair Hearing Decision

The FHA's decision will be binding on the Administrator, and will be communicated in writing to the claimant within 5 working days after completion of the hearing. Written notice of the decision will contain:

- a) a statement of the issue;
- b) relevant facts brought out at the hearing;
- c) pertinent provisions in the law or GA ordinance related to the decision; and

d) the FHA's decision and the reasons for it.

A copy of the decision will be given to the claimant. The hearing record and the case record will be maintained by the Administrator.

The written decision will state that if the claimant is dissatisfied with the fair hearing decision, he/she may appeal pursuant to Maine Rule of Civil Procedure, Rule 80B. To take advantage of this right, the claimant must file a petition for review with the Superior Court within 30 days of receipt of the fair hearing decision.

When the decision by the FHA or court authorizes assistance to the claimant, the assistance will be provided within 24 hours.

ARTICLE VIII – Recovery of Expenses

Recipients. The municipality may recover the full amount of assistance granted to a person from either the recipient or from any person liable for the recipient, or his or her executors or administrators in a civil action. However, prior to recovering assistance granted, the municipality shall “offset” the value of any workfare performed by a GA recipient against the repayment obligation, at a rate not less than minimum wage.

Before filing a court action to seek repayment of GA benefits previously provided to a recipient, the municipality will seek voluntary repayment after written notice and discussion with the recipient. However, the municipality will not attempt to recover such amounts if, as a result of the repayment, the recipient would again become eligible for GA. (22 M.R.S. § 4318).

Recipients Anticipating Workers’ Compensation Benefits. The municipality shall claim a lien on any lump sum payment under the Workers’ Compensation Act or similar law of any other state, which lien shall equal the value of all GA payments made to a recipient of any such lump sum payment. (22 M.R.S. § 4318, 39-A M.R.S. § 106). After issuing any GA on behalf of a recipient who has applied for or is receiving Workers’ Compensation, the municipality shall file a notice of the municipal lien with the GA recipient and the Maine Office of Secretary of State, Uniform Commercial Code division.

The notice of lien shall be filed on a UCC-1 form which must be signed by the GA recipient who has applied for or is receiving Workers’ Compensation. Any GA applicant who has applied for or who is receiving Workers’ Compensation benefits and who refuses to sign a properly prepared UCC-1 form will be found ineligible to receive GA until he or she provides the required signature. The municipality shall also send a photocopy of that filing to the recipient’s Worker’s Compensation attorney, if known, the applicant’s employer or the employer’s insurance company, and, at the Administrator’s discretion, to the Workers’ Compensation Board. The lien shall be enforced at the time any lump sum Workers’ Compensation benefit is issued.

Recipients of SSI. All applicants who receive GA while receipt of their Supplemental Security Income (SSI) assistance is pending or suspended (and which therefore may be

retroactively issued to the applicant at a later date), will be required to sign a statement on an Interim Assistance Agreement form distributed by the DHHS that authorizes the Social Security Administration to direct a portion of any retroactive SSI payment to the municipality and/or the state in repayment for the GA granted. Any GA applicant who has applied for or who may be applying for SSI, or who may be required to apply for SSI pursuant to 22 M.R.S. § 4317, and who refuses to sign the Interim Agreement SSI authorization form will be found ineligible to receive GA until he or she provides the required signature. (22 M.R.S. § 4318).

Relatives. The spouse of an applicant, and the parents of any applicant under the age of 25, are liable for the support of the applicant (22 M.R.S. § 4319). In addition, the grandchildren, children, parents, grandparents, the spouse and a registered domestic partner, are liable for the burial costs of each other. The municipality considers these relatives to be available resources and liable for the support of their relatives in proportion to their respective ability. The municipality may complain to any court of competent jurisdiction to recover any expenses made on behalf of a recipient if the relatives fail to fulfill their responsibility. (22 M.R.S. § 4319).

ARTICLE IX – Severability

If any provision of this ordinance is declared invalid by a court of competent jurisdiction, such decision shall not invalidate any other provision of the ordinance.

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2022-2023 GA Overall Maximums

Metropolitan Areas

Persons in Household					
COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	826	955	1,219	1,515	2,071
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	1,016	1,075	1,409	1,865	1,991
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	795	859	1,099	1,427	1,728
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	789	792	1,043	1,302	1,420
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,263	1,463	1,893	2,415	2,958
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	874	1,031	1,253	1,650	1,880

Appendix A
Effective: 10/01/22-09/30/23

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,072	1,082	1,355	1,717	1,984
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,237	1,293	1,699	2,194	2,934

*Note: Add \$75 for each additional person.

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	692	754	881	1,185	1,353
Franklin County	728	774	909	1,229	1,566
Hancock County	890	925	1,110	1,397	1,529
Kennebec County	819	835	1,038	1,360	1,451
Knox County	844	848	1,038	1,378	1,471
Lincoln County	925	941	1,178	1,463	1,912
Oxford County	814	815	993	1,400	1,627
Piscataquis County	701	752	926	1,227	1,477
Somerset County	755	790	1,017	1,323	1,416
Waldo County	970	972	1,155	1,441	1,970
Washington County	756	758	982	1,228	1,343

* Please Note: Add \$75 for each additional person.

Appendix B

Effective: 10/01/22 to 09/30/23

2022-2023 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2022, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	\$ 65.35	\$ 281.00
2	120.00	516.00
3	172.09	740.00
4	218.37	939.00
5	259.53	1,116.00
6	311.40	1,339.00
7	344.19	1,480.00
8	393.26	1,691.00

Note: For each additional person add \$211 per month.

2022-2023 GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

Non-Metropolitan FMR Areas

<u>Aroostook County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	123	528	157	676
1	126	541	171	735
2	140	604	200	859
3	197	846	270	1,159
4	218	935	308	1,323
<u>Franklin County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	131	564	165	712
1	131	564	176	755
2	147	632	206	887
3	207	890	280	1,203
4	267	1,148	357	1,536
<u>Hancock County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	176	755	204	875
1	176	755	211	908
2	205	883	253	1,089
3	260	1,120	319	1,373
4	276	1,187	349	1,500
<u>Kennebec County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	159	684	187	804
1	159	684	190	818
2	189	811	237	1,017
3	252	1,083	311	1,336
4	258	1,109	331	1,422

Non-Metropolitan FMR Areas

<u>Knox County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	165	709	193	831
1	157	673	193	831
2	189	811	237	1,017
3	256	1,101	315	1,354
4	263	1,129	335	1,442
<u>Lincoln County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	184	790	212	910
1	184	790	215	924
2	221	951	269	1,157
3	276	1,186	335	1,439
4	365	1,570	438	1,883
<u>Oxford County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	158	679	186	799
1	158	679	186	799
2	178	766	226	972
3	261	1,123	320	1,376
4	299	1,285	372	1,598
<u>Piscataquis County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	125	537	159	685
1	125	539	171	733
2	151	649	210	904
3	206	888	279	1,201
4	246	1,059	336	1,447
<u>Somerset County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	144	620	172	740
1	144	620	180	773
2	184	790	232	996
3	243	1,046	302	1,299
4	250	1,074	322	1,387

Non-Metropolitan FMR Areas

<u>Waldo County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	194	835	222	955
1	194	835	222	955
2	216	928	264	1,134
3	271	1,164	329	1,417
4	379	1,628	451	1,941
<u>Washington County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	144	621	172	741
1	144	621	172	741
2	176	755	224	961
3	221	951	280	1,204
4	233	1,001	306	1,314

Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	161	691	189	811
1	181	780	218	938
2	231	992	279	1,198
3	288	1,238	347	1,491
4	402	1,729	475	2,042
<u>Cumberland Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	205	881	233	1,001
1	209	900	246	1,058
2	275	1,182	323	1,388
3	369	1,588	428	1,841
4	383	1,649	456	1,962
<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	153	660	181	780
1	159	684	196	842
2	203	872	251	1,078
3	267	1,150	326	1,403
4	322	1,386	395	1,699

Metropolitan FMR Areas

<u>Penobscot Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	152	654	180	775
1	152	654	180	775
2	190	816	238	1,022
3	238	1,025	297	1,278
4	251	1,078	323	1,391
<u>Portland HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	262	1,128	290	1,248
1	300	1,288	336	1,446
2	387	1,666	435	1,872
3	497	2,138	556	2,391
4	608	2,616	681	2,929
<u>Sagadahoc Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	172	739	200	859
1	199	856	236	1,014
2	239	1,026	287	1,232
3	319	1,373	378	1,626
4	358	1,538	430	1,851
<u>York Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	218	937	246	1,057
1	218	937	248	1,065
2	262	1,128	310	1,334
3	335	1,440	394	1,693
4	382	1,642	455	1,955
<u>York/Kittery/S. Berwick HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	256	1,102	284	1,222
1	260	1,118	297	1,276
2	342	1,472	390	1,678
3	446	1,917	505	2,170
4	603	2,592	676	2,905

2022-2023 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2022 to September 30, 2023.**

APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
York County HMFA	1,072	1,082	1,355	1,717	1,984	2,059

NOTE: For each additional person add \$75 per month.

(The applicable figures from Appendix A, *once adopted*, should be inserted here.)

APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	\$ 65.35	\$ 281.00
2	120.00	516.00
3	172.09	740.00
4	218.37	939.00
5	259.53	1,116.00
6	311.40	1,339.00
7	344.19	1,480.00
8	393.26	1,691.00

NOTE: For each additional person add \$211 per month.

APPENDIX C - HOUSING MAXIMUMS

Number of Bedrooms	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0	218	937	246	1,057
1	218	937	248	1,065
2	262	1,128	310	1,334
3	335	1,440	394	1,693
4	382	1,642	455	1,955

(The applicable figures from Appendix C, *once adopted*, should be inserted here.)

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08/22

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$19.95	\$ 85.50
2	\$22.52	\$ 96.50
3	\$24.97	\$107.00
4	\$27.53	\$118.00
5	\$29.88	\$128.50
6	\$32.55	\$139.50

NOTE: For each additional person add \$10.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$29.63	\$127.00
2	\$34.07	\$146.00
3	\$39.67	\$170.00
4	\$46.32	\$198.50
5	\$55.65	\$238.50
6	\$58.68	\$251.50

NOTE: For each additional person add \$14.50 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

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NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

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APPENDIX G

Effective 10/01/22

Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller as may be amended from time to time. The current rate for approved employment and necessary medical travel etc., is forty-six cents (46¢) per mile.

Please refer to the Office of State Controller for changes to this rate: Telephone: 626-8420 or visit:
<http://www.state.me.us/osc/>

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **\$1,475**. The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **\$1,025**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

Appendix H

Effective: 10/01/22-9/30/23

- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

APPENDIX I – Definition of Misconduct (26 M.R.S. § 1043 (23))

23. Misconduct. “Misconduct” means a culpable breach of the employee's duties or obligations to the employer or a pattern of irresponsible behavior, which in either case manifests a disregard for a material interest of the employer. This definition relates only to an employee's entitlement to benefits and does not preclude an employer from discharging an employee for actions that are not included in this definition of misconduct. A finding that an employee has not engaged in misconduct for purposes of this chapter may not be used as evidence that the employer lacked justification for discharge.

A. The following acts or omissions are presumed to manifest a disregard for a material interest of the employer. If a culpable breach or a pattern of irresponsible behavior is shown, these actions or omissions constitute "misconduct" as defined in this subsection. This does not preclude other acts or omissions from being considered to manifest a disregard for a material interest of the employer. The acts or omissions included in the presumption are the following:

- (1) Refusal, knowing failure or recurring neglect to perform reasonable and proper duties assigned by the employer;
- (2) Unreasonable violation of rules that are reasonably imposed and communicated and equitably enforced;
- (3) Unreasonable violation of rules that should be inferred to exist from common knowledge or from the nature of the employment;
- (4) Failure to exercise due care for punctuality or attendance after warnings;
- (5) Providing false information on material issues relating to the employee's eligibility to do the work or false information or dishonesty that may substantially jeopardize a material interest of the employer;
- (6) Intoxication while on duty or when reporting to work, or unauthorized use of alcohol or marijuana while on duty except for the use of marijuana permitted under Title 22, chapter 558-C;
- (7) Using illegal drugs or being under the influence of such drugs while on duty or when reporting to work;
- (8) Unauthorized sleeping while on duty;
- (9) Insubordination or refusal without good cause to follow reasonable and proper instructions from the employer;
- (10) Abusive or assaultive behavior while on duty, except as necessary for self-defense;
- (11) Destruction or theft of things valuable to the employer or another employee;

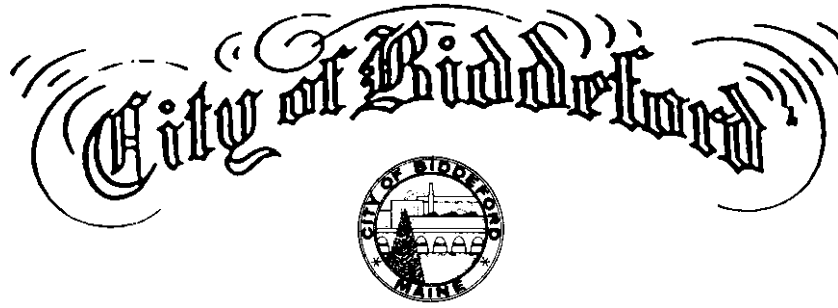
- (12) Substantially endangering the safety of the employee, coworkers, customers or members of the public while on duty;
- (13) Conviction of a crime in connection with the employment or a crime that reflects adversely on the employee's qualifications to perform the work; or
- (14) Absence for more than 2 work days due to incarceration for conviction of a crime.

[PL2019, c. 125, §1 (AMD).]

B. “Misconduct” may not be found solely on:

- (1) An isolated error in judgment or a failure to perform satisfactorily when the employee has made a good faith effort to perform the duties assigned;
- (2) Absenteeism caused by illness of the employee or an immediate family member if the employee made reasonable efforts to give notice of the absence and to comply with the employer's notification rules and policies; or
- (3) Actions taken by the employee that were necessary to protect the employee or an immediate family member from domestic violence if the employee made all reasonable efforts to preserve the employment.

[PL 2019, c. 125, §1 (AMD).]



2022.103) IN BOARD OF CITY COUNCIL..DECEMBER 20, 2022
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve a donation from Biddeford High School Class of 1972 in the amount of \$422.61 for distribution by General Assistance for fuel assistance to those in need.

K. Loranger
12 Union St.
Biddford, Me 04005
207-205-0243

Nov. 30, 2022

Mr. Bennett,

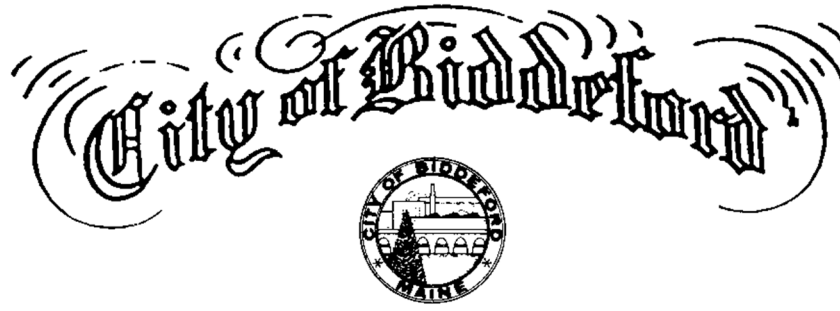
Please find enclosed a donation to the
citizens of Biddford who are in need of fuel assistance

The class of Biddford High School, 1972, recently
had its 50th reunion & would like to help its community
with the extra money in the account.

We trust you will distribute as needed.

Thank you so much -

Kim Loranger, Treasurer
Dr. Don Dube, President
Nicole Marin-Scribner - Secretary
Committee Members



2022.104

IN BOARD OF CITY COUNCIL... December 20, 2022

BE IT ORDERED, that the City Manager is hereby authorized to execute an Agreement to amend certain terms of a Joint Development Agreement between Saco-Lowell, LLC, River Lot, LLC and the City of Biddeford dated December 21, 2020 by adding or ~~deleting~~ text to the last paragraph of Article I, Section 3 of JDA as follows:

The last paragraph of Section of the Joint Development Agreement is hereby deleted in its entirety as follows:

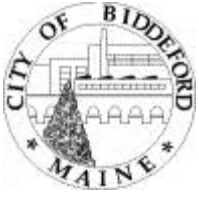
The last paragraph of Section of the Joint Development Agreement is replaced in its entirety as follows:

While the City shall contemporaneously execute the Credit Enhancement Agreement, the City's obligations thereunder are conditioned upon Saco-Lowell and/or its affiliates agreeing to: (i) file applications for a site plan approval for the re-development of the Saco-Lowell Building within one (1) year from the date of execution of this Agreement; and (ii) file applications for a site plan approval for the re-development of the adjacent property located at 20 and 30 Gooch Street (the "Gooch Street Property") within two (2) years from the date of execution of this Agreement. In addition, Saco-Lowell and/or its affiliates agree to: (A) complete construction of the re-development of the Saco-Lowell Building within two (2) years of receiving final, unappealable, City approval for the re-development of the Saco-Lowell Building; and (B) complete construction of the re-development of the Gooch Street Property within three (3) years of receiving final, unappealable, City approval for the re-development of the Gooch Street Property. In the event that Saco-Lowell and/or its affiliates fail to comply with the above-obligations, the Credit Enhancement Agreement shall terminate and the City shall have no further obligations thereunder, it being the intent hereof, however, that so long as Saco-Lowell and/or its affiliate file applications for site plan approval for the re-development of each of the Saco-Lowell Building and the Gooch Street Property within the time periods set forth above and complete the construction for the proposed re-development projects

within the time periods set forth above for each such project, then Saco-Lowell and/or its affiliates shall be deemed to have satisfied its obligations under this paragraph and the City shall have no right to terminate the Credit Enhancement Agreement pursuant to the terms and conditions of this paragraph. For the avoidance of doubt, Saco-Lowell, River Lot and/or their affiliates agree to not request a credit enhancement agreement for the re-development of the Gooch Street Property.

In addition to the foregoing, the City hereby agrees to convey to the Developer and/or its affiliates fee title to that certain parking area which is owned by the City and located at the end of Gooch Street near the existing railroad underpass (the "City Parking Area") in consideration for Developer and/or its affiliates completing certain improvements to City Parking Area and the portion of the Riverwalk which is located within the City Parking Area and which abuts the City Parking Area to the reasonable satisfaction of the City. It is the intent hereof that, other than said consideration for completing such improvements, no payment is owed to the City for said conveyance of the City Parking Area.

Saco-Lowell, River Lot and the City each reaffirm the Joint Development Agreement as amended, and all terms and conditions of the Joint Development Agreement, including all defined terms, except as specifically amended by this Amendment to Joint Development Agreement, shall have the same meaning and remain in full force and effect. No covenant or condition of the Joint Development Agreement shall be deemed waived by any action or non-action in the past.



Biddeford City Council

Meeting Date: December 20, 2022

Meeting Time: 6pm

Agenda Item No: 11.C

Item Description: 2022.104) Approval/ SACO-LOWELL LLC Joint Development Agreement Amendment

Submitted by: Greg Mitchell, Planning & Development Director

Supporting Information/Documentation:

Joint Development Agreement dated December 21, 2020 between SACO-LOWELL LLC, RIVER LOT LLC and the CITY OF BIDDEFORD.

Key Terms:

Joint Development Agreement (JDA)

Executive Summary:

JDA Amendments are needed to address Developer performance timeframes due to delays by the City to amend City Shoreland Zoning Regulations and to reassign developer responsibility to construct the RIVERWALK investments in exchange for transferring the city-owned property to the SACO-LOWELL LLC and RIVER LOT LCC Developers.

Detailed Review:

JDA Amendments are needed to address Developer performance timeframes due to delays by the City to amend City Shoreland Zoning Regulations and to reassign developer responsibility to construct the RIVERWALK investments in exchange for transferring the city-owned property to the SACO-LOWELL LLC and RIVER LOT LCC Developers.

The last paragraph of Section of the Joint Development Agreement is hereby deleted in its entirety as follows:

~~While the City shall contemporaneously execute the Credit Enhancement Agreement, the City's obligations thereunder are conditioned upon Saco Lowell and/or its affiliates agreeing to file applications for a site plan approval for the re-development of the Saco Lowell Building and the adjacent property located at 20 and 30 Gooch Street (the "Gooch Street Property") within three (3) years from the date of execution of this Agreement or the Credit Enhancement Agreement, whichever is earlier. In addition, Saco Lowell and/or its affiliates agree to complete construction of the re-development of the Saco Lowell Building and the Gooch Street Property within two (2) years of receiving final City approval for each of the Saco Lowell Building and Gooch Street Property re-development projects. In the event that Saco Lowell and/or its affiliates fail to comply with the above obligations, the Credit Enhancement Agreement shall terminate and the City shall have no~~

~~further obligations thereunder, it being the intent hereof, however, that so long as Saco-Lowell and/or its affiliate file applications for a site plan approval for the re-development of each of the Saco-Lowell Building and the Gooch Street Property within said three (3) year period and complete the proposed re-development projects within two (2) years of receiving final City approval for each such project, then Saco-Lowell and/or its affiliates shall be deemed to have satisfied its obligations under this paragraph and the City shall have no right to terminate the Credit Enhancement Agreement pursuant to the terms and conditions of this paragraph. For the avoidance of doubt, Saco-Lowell, River Lot and/or their affiliates agree to not request a credit enhancement agreement for the re-development of the Gooch Street Property.~~

The last paragraph of Section of the Joint Development Agreement is replaced in its entirety as follows:

While the City shall contemporaneously execute the Credit Enhancement Agreement, the City's obligations thereunder are conditioned upon Saco-Lowell and/or its affiliates agreeing to: (i) file applications for a site plan approval for the re-development of the Saco-Lowell Building within one (1) year from the date of execution of this Agreement; and (ii) file applications for a site plan approval for the re-development of the adjacent property located at 20 and 30 Gooch Street (the "Gooch Street Property") within two (2) years from the date of execution of this Agreement. In addition, Saco-Lowell and/or its affiliates agree to: (A) complete construction of the re-development of the Saco-Lowell Building within two (2) years of receiving final, unappealable, City approval for the re-development of the Saco-Lowell Building; and (B) complete construction of the re-development of the Gooch Street Property within three (3) years of receiving final, unappealable, City approval for the re-development of the Gooch Street Property. In the event that Saco-Lowell and/or its affiliates fail to comply with the above-obligations, the Credit Enhancement Agreement shall terminate and the City shall have no further obligations thereunder, it being the intent hereof, however, that so long as Saco-Lowell and/or its affiliate file applications for site plan approval for the re-development of each of the Saco-Lowell Building and the Gooch Street Property within the time periods set forth above and complete the construction for the proposed re-development projects within the time periods set forth above for each such project, then Saco-Lowell and/or its affiliates shall be deemed to have satisfied its obligations under this paragraph and the City shall have no right to terminate the Credit Enhancement Agreement pursuant to the terms and conditions of this paragraph. For the avoidance of doubt, Saco-Lowell, River Lot and/or their affiliates agree to not request a credit enhancement agreement for the re-development of the Gooch Street Property.

In addition to the foregoing, the City hereby agrees to convey to the Developer and/or its affiliates fee title to that certain parking area which is owned by the City and located at the end of Gooch Street near the existing railroad underpass (the "City Parking Area") in consideration for Developer and/or its affiliates completing certain improvements to City Parking Area and the portion of the Riverwalk which is located within the City Parking Area and which abuts the City Parking Area to the reasonable satisfaction of the City. It is the

intent hereof that, other than said consideration for completing such improvements, no payment is owed to the City for said conveyance of the City Parking Area.

Saco-Lowell, River Lot and the City each reaffirm the Joint Development Agreement as amended, and all terms and conditions of the Joint Development Agreement, including all defined terms, except as specifically amended by this Amendment to Joint Development Agreement, shall have the same meaning and remain in full force and effect. No covenant or condition of the Joint Development Agreement shall be deemed waived by any action or non-action in the past.

Explanations of Proposed Amendments to Developer Performance Timeframes

JDA Article I, Section 3.

Saco-Lowell and/or affiliates agree to *file applications* for site plan approval for the redevelopment of the Saco-Lowell Building and the adjacent 20 and 30 Upper Falls Road (former Gooch Street) (the “Gooch Street Property”) within three (3) years (**or up to December 21, 2023**) from the date of execution of this Agreement (on **December 21, 2020**) or the Credit Enhancement Agreement (January 19, 2021), whichever is earlier. In addition, the Saco-Lowell and/or affiliated agree to *complete construction* of the redevelopment of the Saco-Lowell Building and the Gooch Street Property within two (2) years (**or up December 21, 2025**) of receiving final City approval for each of the Saco-Lowell Building and Gooch Street Property redevelopment projects.

Change One shortens the required Developer performance timeframes to require filing site plan approval for the Saco-Lowell Building within one year (or up to December 21, 2021) from the date of execution of this Agreement. The City Council approved JDA provided the Developer three (3) years.

Change Two shortens the required Developer performance timeframes to require filing site plan approval for the Gooch Street Property to within two (2) years or up to December 21, 2022. The City Council approved JDA provided the Developer three (3) years.

Change Three does not change the Saco-Lowell Building construction deadline. However, the deadline to complete construction of the Gooch Street Property is three (3) years from receiving final site plan approval due to the city’s delay on obtaining City Shoreland Zoning Amendment approval. So, based upon a Gooch Street Property final site plan approval in January, 2023 then the Developer would have until January, 2026 to complete construction. This change would result in up to a one year extension of the original Developer performance timeframe.

City Property Transaction. The City Council approved JDA includes language (Article I, Section 2.(ii)) to “reach an agreement with the City” to allow use of the city-owned property located at the end of Upper Falls Way (former Gooch Street) for parking. Also, the City

Council approved JDA includes language (Article I, Section 1.(i)) requiring the City, ***at its sole cost and expense, to construct all Riverwalk improvements through the Developer's property.*** City staff recommends that the ownership of this city property be transferred to the Developer in exchange for the Developer assuming all costs associated with the Riverwalk design and construction. The estimated costs for Riverwalk and city-owned property parking improvements is over \$1.2 million.

Funding Source:

There is no direct financial impact. However, there is a cost avoidance, to the city, related to transferring over \$1 million dollars in RIVERWALK investments in exchange for transferring the city-owned property to the SACO-LOWELL LLC AND RIVER LOT LCC Developers.

Staff Recommendation:

City staff recommends that the City Council approve the JDA Amendments as presented.

AMENDMENT TO JOINT DEVELOPMENT AGREEMENT

RECITALS

WHEREAS, Saco-Lowell LLC, a Maine limited liability company (“Saco-Lowell”), River Lot LLC, a Maine limited liability company (“River Lot”) and the City of Biddeford, Maine (the “City”) are parties to a certain Joint Development Agreement dated December 21, 2020 and duly executed by authorized individuals on behalf of each party (the “Joint Development Agreement”);

WHEREAS, the project that is the subject of the Joint Development Agreement has been subject to certain delays in securing Planning Board, City Council and Maine Department of Environmental Protection approval of the City proposed Amendments to the City Shoreland Zoning;

WHEREAS, said delays have necessitated the parties’ need to alter some original deadlines under the Joint Development Agreement; and

WHEREAS, the parties desire to clarify the rights and obligations relating to that particular provision of the Joint Development Agreement that requires the City of Biddeford to convey certain real estate to Saco-Lowell and River Lot in exchange for the construction of a portion of the Riverwalk;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby amend the Joint Development Agreement as follows:

The last paragraph of Section of the Joint Development Agreement is hereby deleted in its entirety and replaced with the following:

While the City shall contemporaneously execute the Credit Enhancement Agreement, the City’s obligations thereunder are conditioned upon Saco-Lowell and/or its affiliates agreeing to: (i) file applications for a site plan approval for the re-development of the Saco-Lowell Building within one (1) year from the date of execution of this Agreement; and (ii) file applications for a site plan approval for the re-development of the adjacent property located at 20 and 30 Gooch Street (the “Gooch Street Property”) within two (2) years from the date of execution of this Agreement. In addition, Saco-Lowell and/or its affiliates agree to: (A) complete construction of the re-development of the Saco-Lowell Building within two (2) years of receiving final, unappealable, City approval for the re-development of the Saco-Lowell Building; and (B) complete construction of the re-development of the Gooch Street Property within three (3) years of receiving final, unappealable, City approval for the re-development of the Gooch Street Property. In the event that Saco-Lowell and/or its affiliates fail to comply with the above-obligations, the Credit Enhancement Agreement shall terminate and the City shall have no further obligations thereunder, it being the intent hereof, however, that so long as Saco-Lowell and/or its affiliate file applications for site plan approval for the re-development of each of the Saco-Lowell Building and the Gooch Street Property within the time periods set forth above and complete the construction for the proposed re-development projects within the time periods set

forth above for each such project, then Saco-Lowell and/or its affiliates shall be deemed to have satisfied its obligations under this paragraph and the City shall have no right to terminate the Credit Enhancement Agreement pursuant to the terms and conditions of this paragraph. For the avoidance of doubt, Saco-Lowell, River Lot and/or their affiliates agree to not request a credit enhancement agreement for the re-development of the Gooch Street Property.

In addition to the foregoing, the City hereby agrees to convey to the Developer and/or its affiliates fee title to that certain parking area which is owned by the City and located at the end of Gooch Street near the existing railroad underpass (the "City Parking Area") in consideration for Developer and/or its affiliates completing certain improvements to City Parking Area and the portion of the Riverwalk which is located within the City Parking Area and which abuts the City Parking Area to the reasonable satisfaction of the City. It is the intent hereof that, other than said consideration for completing such improvements, no payment is owed to the City for said conveyance of the City Parking Area.

Saco-Lowell, River Lot and the City each reaffirm the Joint Development Agreement as amended, and all terms and conditions of the Joint Development Agreement, including all defined terms, except as specifically amended by this Amendment to Joint Development Agreement, shall have the same meaning and remain in full force and effect. No covenant or condition of the Joint Development Agreement shall be deemed waived by any action or non-action in the past.

IN WITNESS WHEREOF, Saco-Lowell, River Lot and the City have set their hands and seals this _____ day of December, 2022

SACO-LOWELL LLC

By: Tom Watson & Co., LLC, its Manager

By: _____

Name: John Laliberte

Title: Vice President

Witness

RIVER LOT LLC

By: Tom Watson & Co., LLC, Its Manager

By: _____

Name: John Laliberte

Title: Vice President

Witness

CITY OF BIDDEFORD

By: _____

Name: James A. Bennett

Title: City Manager

Witness

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (“Agreement”), dated December 21, 2020 is executed by and among **SACO-LOWELL LLC**, a Maine limited liability company (“Saco-Lowell”), **RIVER LOT LLC**, a Maine limited liability company (“River Lot”) and the **CITY OF BIDDEFORD, MAINE** (the “City”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, Saco-Lowell and River Lot shall be referred to collectively in this Agreement as the “Developer”; and

WHEREAS, contemporaneously herewith the Developer entered into a Credit Enhancement Agreement with the City dated as of January 19, 2021 (the “Credit Enhancement Agreement”); and

WHEREAS, Saco-Lowell seeks to re-develop the so-called Saco-Lowell building (the “Saco-Lowell Building”) which is owned by Saco-Lowell and located at 59 Elm Street in Biddeford; and

WHEREAS, River Lot owns the parcel adjacent to the property upon which the Saco-Lowell Building is located; and

WHEREAS, the property owned by Saco-Lowell and the property owned by River Lot LLC shall be referred to collectively in this Agreement as the “Property”; and

WHEREAS, the City seeks to expand its so-called Riverwalk pedestrian trail network (the “Riverwalk”) and provide access to the Riverwalk through a portion of the Property; and

WHEREAS, the Developer and the City desire to enter into various easements and other agreements for the re-development of the Saco-Lowell Building, the Property and the Riverwalk.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I
COMMITMENTS

1. Developer's Permanent Easement Commitments

The Developer agrees to grant the following permanent pedestrian easement to the City in connection with the City's completion of certain improvements to the Riverwalk (the "Riverwalk Easement"):

- (a) An easement, for use by the public, of that certain area depicted in red and identified as the "City Easement Area" on the concept plan attached hereto as Exhibit A; and
- (b) Any commercially reasonably necessary temporary construction easements to allow the City to complete the Riverwalk Easement.

The exact location and dimensions of the Riverwalk Easement shall be mutually agreed upon by the Developer and the City and the Riverwalk Easement shall contain the following terms and conditions:

- (i) That the City, at its sole cost and expense, shall construct all improvements in a good and workmanlike manner and shall be responsible for the construction and maintenance of all pedestrian connections associated with the Riverwalk Easement, including, but not limited to, all costs and expenses related to the design, permitting, survey work and signage costs; and
- (ii) That the City at all times keep such improvements and the easement areas of the Riverwalk Easement in good repair, consistent with municipal practice to the extent such areas are open to the public during the winter months and that the City further agree to develop a plan for timely winter maintenance of all such easement areas open to the public during the winter months.

By execution of this Agreement, the City Manager hereby represents that the City Council has authorized the City Manager to accept, on behalf of the City, the Riverwalk Easement on the terms and conditions set forth above.

2. Additional Developer Commitments

In addition to the foregoing, the Developer agrees to construct a pedestrian pathway on the Property that will connect with the Riverwalk, which pathway will extend from Elm Street to the existing railroad underpass located adjacent to the Property, with the exact location of such pathway to be determined by the Developer, in its reasonable discretion, but subject to the City's consent, which consent shall not be unreasonably withheld or delayed. The Developer further agrees to continue to work with the City to meet other mutual development goals for the construction of improvements around the Saco-Lowell Building, including the completion of housing and commercial development within the City's so-called "Mill District" area. In connection with the foregoing, the Developer agrees to work with the City to convey, or have its affiliate convey, that certain ten foot (10') right of way known as "Yard Drive" located on Pearl Street which conveyance, however, would be subject to: (i) the Developer and/or its affiliates retaining rights to travel over said "Yard Drive," as determined by the Developer in its sole but reasonable discretion (said retained rights shall not include the right to park on Yard Drive); and (ii) the Developer and/or its affiliates reaching an agreement with the City in which the City will make parking available at market rates on City property located at the end of Gooch Street near the existing railroad underpass for future development projects on Gooch Street. The Parties recognize and agree that the City intends to accept a public way integrating said Yard Drive into the public way. Upon the City's acceptance of said public way, the Developer agrees that its private easement rights over said Yard Drive shall terminate.

The Developer also agrees to reserve to the City: (a) the right, at the City's cost and expense and at no cost and expense to the Developer, to connect its newly constructed Pearl Street parking garage to the parking area adjacent to the Saco-Lowell Building by means of a pedestrian passageway over the existing railroad tracks; and (b) the right, at the City's cost and expense and at no cost and expense to the Developer, to construct a facility that will supplement the City's future parking garage transportation hub (the "City's Reserved Improvement Rights"), provided, however, that it is hereby agreed and acknowledged that the location, grade and height of such improvements shall be determined by the Developer subject to the City's consent which consent shall not be unreasonably withheld or delayed and, in all cases, the City shall be responsible for all costs and expenses of the completion of such proposed improvements and such improvements shall not obstruct any parking areas located on the Property, nor shall such improvements otherwise interfere with the Developer's ongoing operations at the Property. Upon the City's notice to the Developer of its intention to exercise the City's Reserved Improvement Rights, the Developer and the City shall execute a separate easement agreement to memorialize the agreed upon size, dimensions and location of the improvements to be constructed by the City (the "City's Reserved Easement"). The City's Reserved Easement shall, at a minimum, contain the following terms and conditions:

(1) That the City, at its cost and expense and at no cost and expense to the Developer, shall construct all improvements in a good and workmanlike manner and shall be responsible for the construction and maintenance of all pedestrian connections associated with the City's Reserved Easement, including, but not limited to, all costs and expenses related to the design, permitting, survey work and signage costs;

(2) That the City, at all times, shall keep such improvements and the easement areas of the City's Reserved Easement in good repair, consistent with municipal practice to the extent such areas are open to the public during the winter months and that the City further agree to develop a plan for timely winter maintenance of all such easement areas open to the public during the winter months;

(3) That the City, at its sole cost and expense, shall be responsible for providing and implementing any and all other commercially reasonable safety and general maintenance plans and protocols required or requested by the Developer or its investment partners, lenders or insurance advisors in connection with the City's Reserved Easement; and

(5) That the City shall be obligated to complete construction of the improvements described in the City's Reserved Improvement Rights on or before the earlier of (i) the date of expiration of the Credit Enhancement Agreement; or (ii) the date on which the construction is completed on the installation of a footbridge from Biddeford Pearl Park to the Saco Amtrak station.

3. City Commitments

The City hereby agrees to contemporaneously execute the Credit Enhancement Agreement, which provides for a twenty (20) year term based on the following reimbursement schedule, and such other terms as are more particularly described in the Credit Enhancement Agreement:

- (a) Years 1-5: 85% reimbursement to the Developer; 15% to the City;
- (b) Years 6-10: 75% reimbursement to the Developer; 25% to the City; and
- (c) Years 11-20: 50% reimbursement to the Developer; 50% to the City.

While the City shall contemporaneously execute the Credit Enhancement Agreement, the City's obligations thereunder are conditioned upon Saco-Lowell and/or its affiliates agreeing to file applications for a site plan approval for the re-development of the Saco-Lowell Building and the adjacent property located at 20 and 30 Gooch Street (the "Gooch Street Property") within three (3) years from the date of execution of this Agreement or the Credit Enhancement Agreement, whichever is earlier. In addition, Saco-Lowell and/or its affiliates agree to complete construction of the re-development of the Saco-Lowell Building and the Gooch Street Property within two (2) years of receiving final City approval for each of the Saco-Lowell Building and Gooch Street

Property re-development projects. In the event that Saco-Lowell and/or its affiliates fail to comply with the above-obligations, the Credit Enhancement Agreement shall terminate and the City shall have no further obligations thereunder, it being the intent hereof, however, that so long as Saco-Lowell and/or its affiliate file applications for a site plan approval for the re-development of each of the Saco-Lowell Building and the Gooch Street Property within said three (3) year period and complete the proposed re-development projects within two (2) years of receiving final City approval for each such project, then Saco-Lowell and/or its affiliates shall be deemed to have satisfied its obligations under this paragraph and the City shall have no right to terminate the Credit Enhancement Agreement pursuant to the terms and conditions of this paragraph. For the avoidance of doubt, Saco-Lowell, River Lot and/or their affiliates agree to not request a credit enhancement agreement for the re-development of the Gooch Street Property.

ARTICLE II INDEMNIFICATIONS

The City agrees to indemnify, defend and hold the Developer harmless from any claims, damages, costs, liabilities and expenses (including attorney's fees) arising from the City and/or the public's use of the Riverwalk Easement or the City's Reserved Easement. Each Party shall indemnify, defend, and hold the other Party harmless from any claims, damages, costs, liabilities and expenses (including reasonable attorney's fees) arising from the gross negligence, misrepresentation, fraud, fault or misconduct of the indemnifying Party or any of its agents, servants, officers, directors, employees and affiliates.

ARTICLE III LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their affiliates, by reason of any of their respective acts or omissions relating to this Agreement be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE IV MISCELLANEOUS

1. Representations and Warranties

Each Party represents and warrants to the other that:

- (a) It is duly qualified to do business and is in good standing in the State of Maine; and
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement; and
- (c) The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and
- (d) The execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.

2. Right to Require Performance

The failure of any Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce the same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

3. Governing Law

This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation, or such other method as may be mutually agreed to by the Parties shall be adjudicated within the jurisdiction of the State of Maine.

4. Relationship of Parties

- (a) This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement;
- (b) The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City, and the Developer agree to cooperate in good faith with regard to each

and every aspect required for the completion of all obligations contemplated by this Agreement; and

- (c) This Agreement shall not be interpreted or construed to independently create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

5. Breach by Developer

- (a) The City shall provide notice to the Developer of a breach in writing, identifying in detail the nature of the alleged breach and a requested remedy for the same. A breach shall be cured if remedied within thirty (30) days of receipt of such notice, or such other time as mutually agreed upon by the Parties.
- (b) If a breach is not cured as set forth above, the City may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.
- (c) If a breach is not cured as set forth above, the City by action of the City Council at a regularly scheduled City Council meeting may terminate the Credit Enhancement Agreement and the City shall have no further obligations under the Credit Enhancement Agreement.

6. Breach by City

- (a) The Developer shall provide notice to the City of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.
- (b) If a breach is not cured as set forth above, the Developer may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

7. Integration

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties,

whether oral or written regarding the matters addressed in this Agreement. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

8. No Oral Modifications; Assignment

This Agreement may not be changed or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement and any of the rights, interests or obligations under this Agreement may not be assigned or delegated by any Party, without the prior written consent of the other Party, provided, however, that it is hereby agreed and acknowledged that the Developer shall have the right to assign this Agreement to an affiliate or related entity of the Developer, without having to obtain the prior written consent of the City for such assignment. This Agreement is not intended to confer any rights or benefits to any entity other than to the City and the Developer, and their affiliates and/or assignees.

9. Notice

All notices required to be given to City or the Developer under this Agreement shall be in writing and deemed given upon the earlier of actual receipt by personal delivery or two (2) days after being mailed by U.S. Express, registered or certified mail, return receipt requested, or a reputable overnight courier as follows:

City: City of Biddeford
 c/o James A. Bennett, (or the then current) City Manager
 P.O. Box 586
 205 Main Street
 Biddeford, Maine 04005

With a copy to: Keith R. Jacques, Esq.
Woodman Edmands Danylik Austin Smith & Jacques, P.A.
234 Main Street
P.O. Box 468
Biddeford, ME 04005

The Developer: c/o Port Property Management, Inc.
82 Hanover Street, Suite 5
Portland, ME 04101

With a copy to: Hawley R. Strait, Esq.
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, ME 04104

10. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

11. Survival

All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

12. Mediation/Arbitration

The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

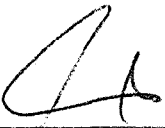
13. Consents

The Developer shall use commercially reasonable efforts to obtain all necessary consents of its mortgage holders and other lien holders to this Agreement and the easements contemplated herein.

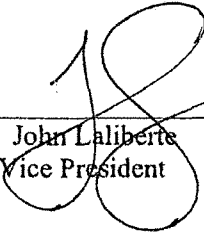
IN WITNESS WHEREOF, Saco-Lowell, River Lot and the City have set their hands and seals as of the day, month and year first above written.

SACO-LOWELL LLC

By: Tom Watson & Co., LLC, its Manager



Witness

By: 

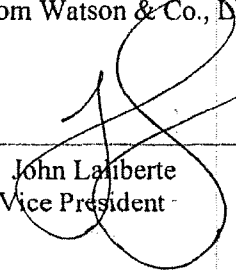
Name: John Laliberte
Title: Vice President

RIVER LOT LLC

By: Tom Watson & Co., LLC, its Manager

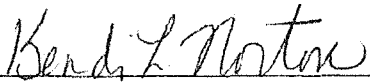


Witness

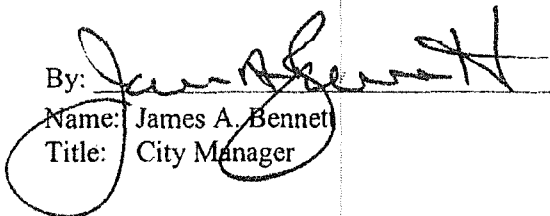
By: 

Name: John Laliberte
Title: Vice President

CITY OF BIDDEFORD

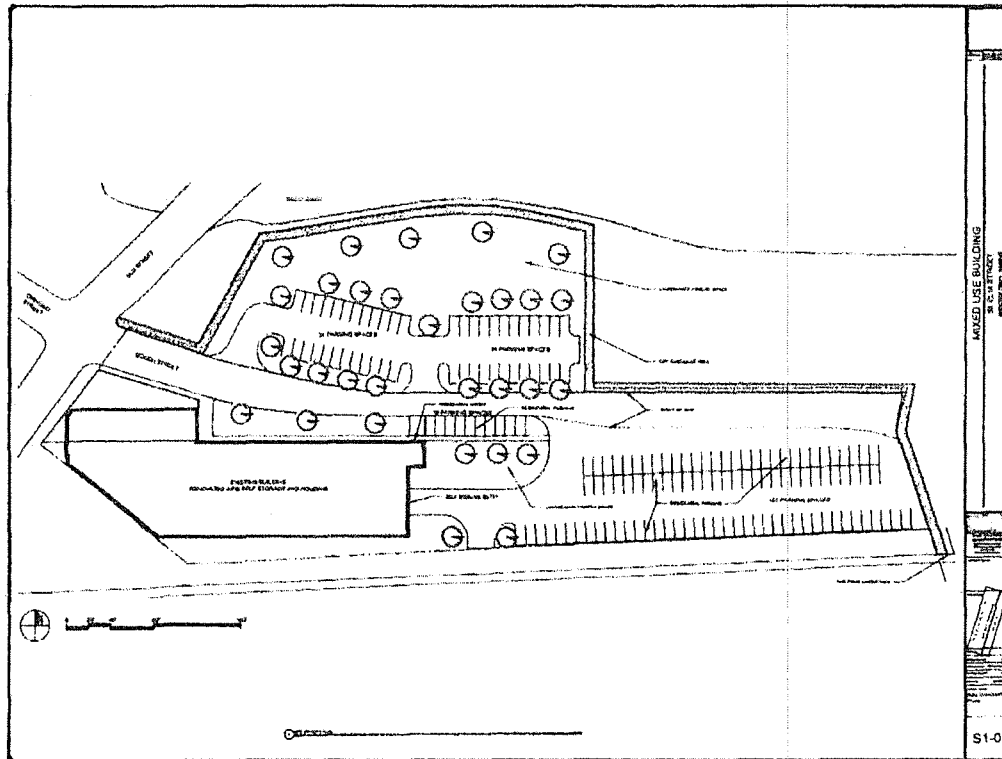


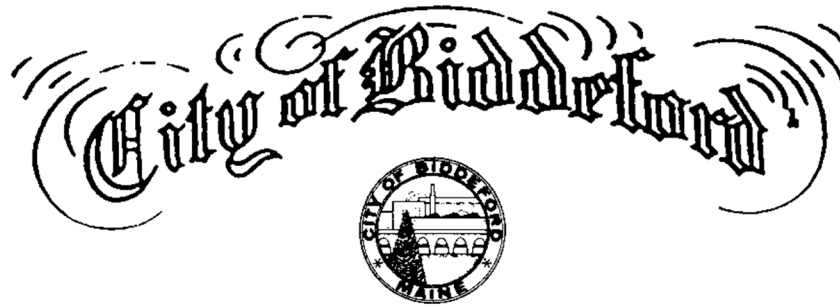
Witness

By: 

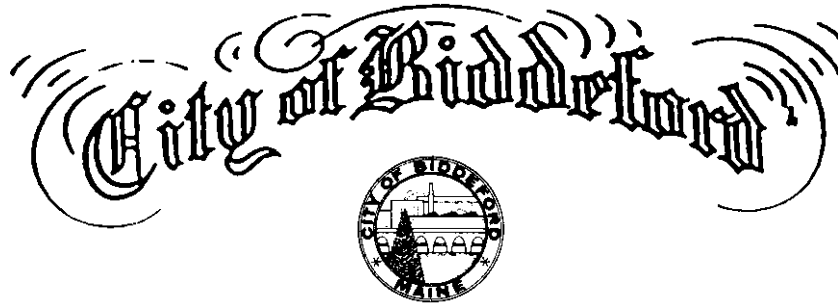
Name: James A. Bennett
Title: City Manager

Exhibit A





2022.105 **IN BOARD OF CITY COUNCIL..DECEMBER 20, 2022**
BE IT RESOLVED, that the regularly scheduled city council meetings of January 3, 2022 and January 17, 2022 held in the Chambers be re-scheduled for January 10, 2022 and January 24, 2022, respectively.



2022.106) IN BOARD OF CITY COUNCIL..DECEMBER 20, 2022
BE IT ORDERED, that the City Council of the City of Biddeford does hereby
approve the extension of the City Manager Employment Contract with James
Bennett ending on the last day of July 2025.

EMPLOYMENT AGREEMENT

THIS AGREEMENT originally made as of this 30th day of June 2015, and last amended on December 20, 2022 by and between **JAMES A. BENNETT** (hereinafter **Bennett**) and the **CITY OF BIDDEFORD**, Maine, a body politic and corporate located in York County, Maine (hereinafter **City**).

I. WHEREAS,

- A. **City**, acting through its City Council (hereinafter Council), desires to appoint and thereafter employ **Bennett** as its City Manager, in accordance with the provisions of the Biddeford City Charter (Charter);
- B. **Bennett** desires to be so appointed and employed;
- C. It is the desire of the **City** and **James A. Bennett** to specify the terms and conditions of his employment and tenure as City Manager;
- D. The Parties have reached an agreement with respect to the same which they wish reduced to a writing.

II. NOW, THEREFORE, for consideration paid, each to the other, including without limitation the mutual covenants and undertakings more fully hereinafter expressed, the parties do hereby agree as follows:

- A. **Appointment and Duties:** By official action, the Council has appointed **Bennett** as City Manager, to perform those duties imposed upon the City Manager under the terms of the City's Charter, Revised Code of Ordinances, and such other action as may lawfully be promulgated by Council.

- B. **Tenure:**

- (1) **Initial and Extended Term:** The **City** acting through its City Council, initially appointed **Bennett** as its City Manager on June 30, 2015, for a term of three years, commencing August 17, 2015 and ending the last day of August 2018 (the "Initial Term"). On August 16, 2016, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of August 2019. On July 18, 2017, the City, acting through its City Council, amended the term of this

Employment Agreement to end on the last day of July 2020. On July 17, 2018, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2021. On July 2, 2019, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2022. . On September 1, 2020, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2023. On October 19, 2021, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2024. On December 20, 2022, the City, acting through its City Council, amended the term of this Employment Agreement to end on the last day of July 2025.

- (2) **Continuation of Previous Agreement:** Insofar as it relates to compensation and terms of employment, this Agreement shall remain in effect for a period of (3) years, unless otherwise terminated pursuant to the terms herein. The term of this Agreement as amended shall be for a period of three (3) years, beginning August 1, 2022, and ending on the last day of July 2025.
- (3) **Biannual Renewal and Extension.** Prior to the end of the second year of the term of this Agreement and any extensions hereof, the Council shall act to renew and extend this Agreement for an additional two years. For the avoidance of doubt, during the term of this Agreement as extended, on or before July 31, 2024, the Council shall vote to extend the Agreement for an additional two years to July 31, 2026. Likewise, during any extension terms of this Agreement, Council shall vote by July 31 of the second year of the extended term (and before the final year of the Agreement) to extend the Agreement for an additional two years. Should Council fail to so extend this Agreement, **Bennett** may presume that Council does not intend to renew or extend said Employment Agreement and **Bennett** shall be free, within the remaining time of the Agreement, to pursue alternate employment to take effect at a time of **Bennett's**

convenience after July 31, 2024; provided, however, that if **Bennett** intends to or does obtain other employment, **Bennett** must give the **City** not less than thirty (30) days written notice prior to the date **Bennett** resigns as City Manager. **Bennett** shall be entitled to severance pay from the date **Bennett** resigns. Said severance shall be equal to (1/2) of the amount due in the event that the Council elected to terminate this Agreement without cause.

- (4) **Council's Right of Termination without Cause.** Council shall have the right to terminate the Agreement without cause. In the event of such termination, City Manager shall be paid an aggregate lump-sum payment equal to six (6) months aggregate salary. Said aggregate lump-sum payment shall increase by one (1) month for each year of service, or part thereof, up to a maximum of twelve (12) months. Payment shall be made in full at time of termination if so desired by **Bennett** or on any other schedule he elects. At the same time, **Bennett** shall be compensated for any vacation accrued to date of termination, calculated at the rate of pay in effect upon termination. In addition, **City** will pay **Bennett** any accrued and unpaid retirement benefits to time of termination; and shall provide health insurance coverage for a period of six (6) months from date of termination plus one (1) month for each year of service, or part thereof, for a maximum of twelve (12) months. **Bennett** shall also be entitled to all other economic benefits due under this Agreement for the severance period.
- (5) **Council's Right of Termination for Cause.** Council shall have the right to terminate this Agreement for cause as provided in the Charter or state and federal law. In the event **Bennett's** employment is terminated for cause, the **City's** only obligation to **Bennett** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.
- (6) **Manager Incapacity.** Should **Bennett** be disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health (verified by his attending physician) for a period of

(6) six months, beyond any accrued leave, the Council shall have the right to terminate this Agreement and the **City's** only obligation to **Bennett** is to pay all compensation and benefits accrued, but unpaid, at the time of termination.

(7) **City Manager Resignation:** **Bennett** shall have the right to resign, upon a thirty (30) day written notice. Upon said resignation, the **City's** only obligation to **Bennett** is to pay all compensation and benefits accrued, but unpaid, as of the effective date of the resignation.

- C. **Compensation.** Commencing August 1, 2022, **City** shall pay **Bennett** an annual salary of one hundred forty eight thousand two hundred dollars (\$148,200.00) per year. (The term year as used in this Agreement shall mean from August 1, 2022 through July 31, 2023.) The **City** may adjust the annual salary upward or provide a bonus at its sole discretion as a performance adjustment. **Bennett's** salary effective July 1, 2023 shall be one hundred fifty three thousand four hundred dollars (\$153,400.00). **Bennett's** salary effective July 1, 2024 shall be established by the **City**, however, it shall not be reduced unless mutually agreed to..
- D. **Retirement.** The **City** shall provide **Bennett** with an amount up to twelve percent (12%) of his gross base salary to be allocated at **Bennett's** sole discretion between the ICMA Retirement Corporation and the MePERS retirement program. Effective July 1, 2021, said amount shall be equal to fifteen (15%) of his gross salary.
- E. **Health Insurance Coverage.** Consistent with **City** policy, **City** shall provide health insurance coverage to **Bennett** and his family, life insurance and income protection, as provided to other non-union employees of the **City**, effective the date of this agreement.
- F. **Professional Development.** The **City** shall pay for **Bennett's** professional dues for his continued professional growth and for the good for the **City** in the International City/County Management Association (ICMA), the Alliance for Innovation and Maine Town and City Management Association (MTCMA). **City** supports and encourages **Bennett's** involvement with leadership roles in such organizations. The **City** may also pay for any other dues, memberships and subscriptions in other

professional organizations or local service or civic organizations, subject to approval by the City Council.

City recognizes the importance of on-going professional development for **Bennett** and his requirement to meet or exceed at least forty (40) hours of significant professional development to continue his ICMA Credentialed Manager status and his MTCMA Certified Manager status; which, at the time of this contract, provides a discount for the **City** on their public officials liability insurance when purchased through the MMA Risk Pool. To that end, the **City** agrees to budget and pay for the travel and subsistence expenses for professional and official travel, meetings and occasions adequate to meet these obligations. At a minimum, the **City** shall pay for **Bennett's** attendance to The Maine Municipal Association Annual Convention, ICMA Northeast Regional Meeting, the New England Management Institute, programs offered by the Alliance for Innovation and the ICMA Annual Conference. Subject to the limitation of the available funding, the **City** may pay for other national, regional, state or local professional development activity. **Bennett** shall be encouraged to attend higher level of intense executive trainings of his choosing, subject to approval by the City Council. Examples of such training are the Harvard JFK School of Government, ICMA's Senior Executive Institute, and other similar programs. The costs shall be paid for by the **City**.

- G. **Vacation, Holidays, Sick Leave, and Other Benefits.** **Bennett** shall accrue twenty (25) days per year of vacation per year, with such accumulation of vacation time occurring annually on his anniversary date. The use of extended vacation time (one week or greater) accrued must be approved by the Mayor, and such approval will not be unreasonably withheld except for legitimate business needs. Carrying over vacation time from one year to the next is discouraged. However, **Bennett** shall be allowed to carry over vacation time at his sole discretion subject, however, to the understanding that the City shall not pay out any more than ten additional days beyond his annual allocation, regardless of the amount of time that has been carried over. **Bennett** shall be entitled to all other benefits afforded non-union

employees, consistent with the personnel policy, that are not otherwise covered by this Agreement.

- H. **Automobile Allowance.** The **City** shall provide a monthly stipend for five hundred dollars (\$500.00) for use of his personal vehicle. Said amount shall be adjusted whenever the applicable IRS allowable rate changes, by the percentage changed (both positive and negative), effective the next month after the change. Payment shall be made during the first pay period of each month.
- I. **Residency.** **Bennett** may establish his residency outside of the City of Biddeford city limits so long as it is within a reasonable commuting distance identified as forty-five minutes to City Hall.
- J. **Fidelity Bond.** **City** shall bear the full cost of the Fidelity Bond required of **Bennett** under the terms of the Charter and Ordinances. In the event that **Bennett** shall become ineligible for continued bonding, such ineligibility shall constitute just cause for dismissal under the terms of this Agreement and the Charter.
- K. **No Reduction in Benefits.** **City** shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of **Bennett** except in the event of an across-the-board reduction of all salaried employees of **City**. In such event, **Bennett's** salary, compensation and other benefits shall be reduced by the same percentage as all salaried employees of the **City**.

- L. **Indemnification.** The **City** shall defend, save harmless, and indemnify **Bennett** against any tort, professional liability claim or demand or other legal action, whether or not it appears to have merit, arising out of an alleged act or omission occurring in the performance of **Bennett's** duties as Manager, except as prohibited by law. **City** will either litigate or compromise and settle any such claim or suit and pay the amount of any judgment or settlement rendered thereon, whether levied against the **City** or **Bennett** personally. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to **Bennett**, by the City of Biddeford, as described herein, for any acts undertaken or committed in **Bennett's** capacity as Manager, regardless of whether the notice or filing of such a claim or lawsuit occurs during or after **Bennett's** employment with **City**.
- M. **Conflict of Interest Prohibition.** It is further understood and agreed that because of the duties of the City Manager within and on behalf of the City of Biddeford and its citizenry, **Bennett** shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of Biddeford, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior approval of the Council. For and during the term of this Agreement, **Bennett** further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or real property improvements within the corporate limits of Biddeford, without the prior consent of the Council.
- N. **Ethical Commitments:** **Bennett** will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, **Bennett** shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund- raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information.

City shall support **Bennett** in keeping these commitments by refraining from any order, direction or request that would require **Bennett** to violate the ICMA

Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request **Bennett** to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

- O. **Notices.** Notices, pursuant to the Agreement, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **City:** City of Biddeford

Attention: Mayor
City Hall
205 Main Street
Biddeford, ME 04005

With a copy to City Clerk
City of Biddeford City Hall
205 Main Street
Biddeford, ME 04005

Bennett: James A. Bennett
9 Sky Oaks Dr.
Biddeford, Maine 04005
or the current address on file

Alternatively, notices given pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice in the State of Maine. Notice shall be deemed given as of the date of personal service or as of the date of deposit in the United States Postal Service.

- P. **General Expenses.** **City** recognizes that certain expenses of a non-personal and job-related nature will be incurred by **Bennett**, and hereby agrees to reimburse or to pay such general expenses, and the finance director, after receipt of, review of, and approval of appropriate expenses or petty cash vouchers, receipts, statements, or personal affidavits, is hereby authorized to disburse such moneys. In addition, a monthly stipend of three hundred fifty dollars (\$350.00) shall be paid **Bennett** for the cost of such items as monthly home internet service for access to **City** computer

systems after hours, a personally owned and paid for hand held smartphone (which he is required to have), other unreimbursed expenses occurred for professional development activities and attendance at ‘official’ events (such as retirement parties, gatherings and other similar events). No vouchers documenting these expenses shall be required by the **City**; however, **Bennett** reserves the right to turn in documentation for IRS purposes. In the event such expenses exceed the allowance, **Bennett** at his sole discretion may apply those additional expenses against the allowance allowed in Section II.H (Automobile Allowance) of this Agreement. Said amount shall be paid during the first pay period each month.

- Q. **Annual Evaluation.** **Bennett** shall receive annual performance reviews by the City Council.
- R. **Outside Employment.** **Bennett** agrees to remain in the exclusive employment of the City of Biddeford for the term of this Agreement. The term “exclusive employment”, however, shall not be construed to preclude the Manager from occasional teaching, writing or speaking engagements on personal time off, even if outside the City of Biddeford, Maine, provided that no such activity presents a conflict of interest with the **City** or detracts from the Manager’s ability to execute the duties of City Manager.

In addition, he shall be allowed to offer his services in a paid teaching role or as a consultant so long as such services are not considered inconsistent with his primary responsibility to serve as Biddeford’s City Manager. **Bennett** agrees to not accept any consultant work that would be, or appears to be, contrary to the best interest of the **City** or in direct competition with the **City**. **Bennett** will notify the Mayor and Council President of all proposed consultant engagements in writing, and upon receipts of which, any concerns about those proposed engagements must be objected to in writing with seven (7) days. If said concern is raised, **Bennett** may appeal to the City Council for final determination. This provision is subject to satisfactory job performance review by the City Council.

- S. **Technology:** Recognizing the importance of constant communication and maximum productivity, **City** shall provide **Bennett**, a laptop computer, software,

and/or tablet computer for business and personal use required for **Bennett** to perform his duties and to maintain communication with **City**'s staff and officials as well as other individuals who are doing business with **City**. At **Bennett**'s discretion, during his tenure, said equipment can be turned in after three years to be replaced by the **City**. Upon termination of **Bennett**'s employment, the equipment described herein shall become the property of **Bennett**, however all intellectual property belonging to the **City** shall be returned to the **City**.

T. **Miscellaneous.**

- (1) This Agreement, supplementing the provisions of the Charter, constitutes the entire agreement between the parties and there are no other promises, covenants or undertakings between the parties with respect to the subject matter of this Agreement which do not appear on the face hereof.
- (2) This Agreement may be amended only by a mutual written agreement authorized by Council and executed by the **City** and **Bennett**.
- (3) If any of the provisions or portions thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected by such determination and shall remain in full force and effect.
- (4) **Hours of Work.** Both parties recognize that the City Manager job requires that **Bennett** work many hours outside the normal working hours of City Hall. It is understood that **Bennett** must dedicate many hours beyond the normal forty (40) hour work week in order to provide excellent leadership in performing the job. It is further understood that in some ways the job requirement represents a twenty-four (24) hour commitment, day in and day out. Hence, **City** recognizes that **Bennett** may take compensating time off during the normal work hours as he deems appropriate provided that he notify the Mayor before taking such time off. **Bennett** recognizes that such compensating time has no economic value.

In Witness Whereof, the **City of Biddeford** has caused this Agreement to be signed and sealed, in duplicate originals, by its Mayor, on the day and year first above written.

Witness:

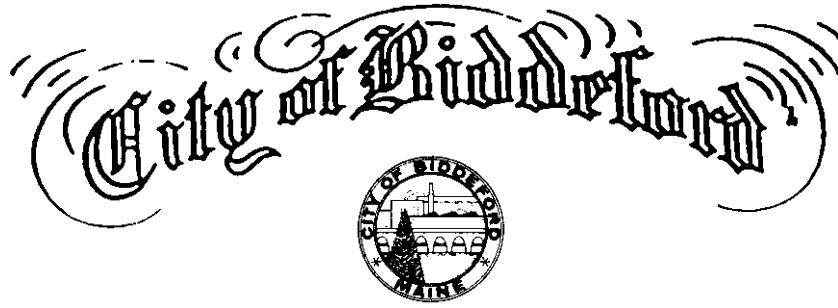
CITY OF BIDDEFORD

Alan Casavant, Mayor

Signed and executed by **James A. Bennett**, in duplicate originals, on the day and year first above written.

Witness:

James A. Bennett



2022.107

IN BOARD OF CITY COUNCIL.. December 20, 2022

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize that business hours for the Recycling / Transfer center be set at Wednesday 7:00am to 4:45pm, Thursday 7:00am to 4:45pm, Friday 7:00am to 4:45pm, Saturday 6:00am to 3:45pm. Closed Sunday, Monday and Tuesday.

Attest by: _____
Kristy Cyr, City Clerk



City Council

Meeting Date: 12/20/22

Meeting Time: 6:00 PM

Agenda Item No: 2022.107

Item Description: Amendment to article III, Waste flow control and transfer station division, Section 58-62, use of transfer station.

Submitted by: Jeff Demers - Public Works Director/Waste Water

Supporting Information/Documentation:

N/A

Executive Summary:

Contained within this document is the recommendations for changes to the Recycling-Transfer Station hours of operation. As the council is aware, over the last several months, staff leadership has been exploring the changing employment market conditions.

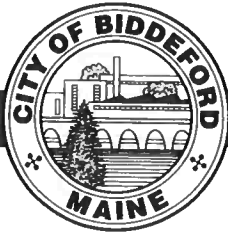
The recommendation to change the union work hours is an initial step in moving the City of Biddeford further on the work place of choice spectrum. The recommendation is designed to accommodate the services the City provides. This will in no way effect emergency services. While it is driven for making the work place more attractive, serving the public continues to be a high priority. This has been agreed on by the union and City as a pilot program for both sides.

Detailed Review:

1. Jim and I had several discussions with the union that we then shared with the entire public works staff. A survey of the employees following the general meeting was conducted. Jeff then had a sit down with each individual employee that wanted the opportunity to provide their feedback as to how this may or may not effect there every day lives. Public works staff has moved to 4-10 hour days. Monday through Thursday from 6:30am through 4:30pm.
2. The recycling center requires an ordinance change. The city council has authority over the change of schedule. The specific recommendation is to move forward with the following changes to the recycling center hours.
 - a) Wednesday 7:00 am to 4:45 pm
 - b) Thursday 7:00 am to 4:45 pm
 - c) Friday 7:00 am to 4:45 pm
 - d) Saturday 6:00 am to 3:45 pm
3. Employees will continue to receive a paid lunch period of no more than 30 minutes.
4. Closed Sunday, Monday and Tuesday
5. This does not include The waste water operations due to Maine Department of Environmental license being a 5-day permit 7 days a week

Staff Recommendation:

Recommends Council to approve the new transfer station hours.



CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: 12.5.22

Name: Leah Schaffer

Street Address: 5 Washington Street, Unit 201
Biddeford, ME 04005

**Mailing Address:
(if different)**

Phone Number(s): 757-927-5324

Email Address: leah.r.schaffer@gmail.com

Which City Committee, Board or Commission do you request to be appointed to:

- | | | | |
|-------------------------------------|---|--------------------------|---|
| ☐ | • Airport Commission | ☐ | • Harbor Commission |
| ☒ | • Biddeford Citizens Advisory Committee | ☐ | • Historic Preservation Commission |
| ☐ | • Biddeford Fire Advisory Committee | ☐ | • Planning Board |
| ☐ | • Biddeford Housing Authority | ☐ | • Policy Committee |
| ☐ | • Biddeford Police Advisory Committee | ☐ | • Project Canopy Committee |
| ☐ | • Board of Assessment Review | ☐ | • Recreation Commission |
| ☐ | • Cable T.V. Committee | ☐ | • Recycling & Solid Waste Management Commission |
| ☐ | • Capital Projects Committee | ☐ | • Shellfish Conservation Committee |
| ☐ | • Conservation Commission | ☐ | • Wastewater Management Commission |
| ☐ | • Diversity, Equity and Inclusion Committee | ☐ | • Zoning Board of Appeals |
| ☐ | • Downtown Development Commission | ☐ | • Other: |
| ☐ | • Economic Improvement Commission | | |

CITY OF BIDDEFORD
Committee Application

| Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

Biddeford Historic Commision (2016-Present), Biddeford Citizen Advisory Committee (2020-Present), Heart of Biddeford Board (2016-Present)

| Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

This will be my 3rd year serving on this comittee. I have previously worked as an AmeriCORP Vista member working with city grants and funding in Milwaukee at a neighborhood level.

| Please provide a brief statement describing your interest in serving the City of Biddeford.

I feel it is important to be engaged in the city you live in and value the opportunity to be a part of how CDBG funds are distributed.

Attach any additional information to this application and return it to the City Clerk's Office.

From: noreply@civicplus.com
Sent: Wednesday, December 14, 2022 10:05 AM
To: Carmen Bernier
Subject: Online Form Submission #17906 for Committee, Board, and Commission Application Form

EXTERNAL: This email originated from outside of the City of Biddeford email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Committee, Board, and Commission Application Form

Name	Kaily George
Street Address	46 Sullivan S.t. Apt 201 Biddeford Maine 04005
Mailing Address (If Different)	Field not completed.
Phone Number(s)	2072291190
Email Address	Kaily.George@gmail.com

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?	Biddeford Citizens Advisory Committee
If other, please list below.	Field not completed.
Why are you interested in serving the City of Biddeford?	It's the town my family and I live in. We really enjoy it here. I want to help the city grow and create positive changes.
Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve.	Field not completed.
Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates).	Field not completed.

CITY OF BIDDEFORD

**Application for
City Committees, Commissions and Boards**

Date: DECEMBER 1, 2022

Name: ROGER HURTYBISE

Street Address: 9 VILLAGE LANE
BIDDEFORD, MAINE 04005

Mailing Address: _____
(if different) _____

Phone Number(s): 207-284-6480

Email Address: ROGERSFRENCHHOUR @ GMAIL.COM

Which City Committee, Board or Commission do you request to be appointed to:

- | | |
|---|--|
| ☐ Airport Commission | ☐ Harbor Commission |
| ☐ Biddeford Fire Advisory Committee | ☐ Historic Preservation Commission |
| ☒ Biddeford Housing Authority | ☐ Planning Board |
| ☐ Biddeford Police Advisory Committee | ☐ Policy Committee |
| ☐ Board of Assessment Review | ☐ Project Canopy Committee |
| ☐ Cable T.V. Committee | ☐ Recreation Commission |
| ☐ Capital Projects Committee | ☐ Shellfish Conservation Committee |
| ☐ Conservation Commission | ☐ Solid Waste Management Commission |
| ☐ Downtown Development Commission | ☐ Wastewater Management Commission |
| ☐ Economic Improvement Commission | ☐ Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

FORMER CITY COUNCILOR UNDER 2 DIFFERENT CITY ADMINISTRATION
 CURRENTLY I AM SERVING BIDDEFORD FIRE ADVISORY COMMITTEE I ALSO HAVE
 SERVED ON THE 2012 CITY CHARTER REVIEW COMMISSION PERSONAL COMMITTEE
 PDC, CABLE TV COMMITTEE WASTE WATER MANAGEMENT COMMISSION
 SOLID WASTE MANAGEMENT COMMISSION, GENERAL ASSISTANCE BOARD OF REVIEW

Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

UNDER 2 DIFFERENT CITY ADMINISTRATION I SERVED AS CITY
 COUNCILOR IN WARD 6 I WAS ON DIFFERENT BOARDS AND COMMITTEES
 WHERE I PUT THE PEOPLE THAT I WORKED WITH FIRST AS WELL
 AS MY CONSTITUENTS.

Please provide a brief statement describing your interest in serving the City of Biddeford.

I BELIEVE COMMUNITY SERVICE IS A GREAT WAY OF PAYING
 BACK TO THE COMMUNITY WE LIVE IN ALSO I BELIEVE EVERYBODY
 SHOULD DO THE SAME IN ONE WAY OR OTHER I LOOK FORWARD
 IF APPOINTED TO THE BIDDEFORD HOUSING AUTHORITY, WHICH
 I KNOW WILL BE A GREAT EXPERIENCE AND CHALLENGE I WILL
 DO MY VERY BEST LIKE I HAVE DONE ON ALL COMMITTEES AND
 COMMISSIONS I HAVE SERVED ON IN THE PAST. I WILL DO
 EVERYTHING TO HELP AFFORDABLE HOUSING IN OUR COMMUNITY
 WHICH IS LONG OVERDUE I WILL LOOK AND DO EVERYTHING I CAN
 TO HELP THOSE IN NEED.

Attach any additional information to this application and return it to the City Clerk's Office.

BHA Board of Commissioners Prospective Board Member Application

The purpose of this questionnaire is to enable the BHA Nominating Committee to make appropriate recommendations for inclusion on the board.

I am interested in serving on the Biddeford Housing Authority Board of Commissioners. I have read and understand the expectations of Board Membership on reverse side and would be willing to be nominated for a position whose term is defined in the By-Laws.

Information:

Name: ROGER HURTUBISE

Email Address: ROGERSFRENCHHOUR @ GMAIL.COM

Home Address: 9 VILLAGE LANE

City BIDDEFORD State MAINE Zip Code 04005

Home Phone: 207-284-6480 Cell Phone: 651-3397

A. Please list your work and/or volunteer experience.

CURRENTLY I AM DOING COMMUNITY SERVICE FOR PORT BROADCASTING FOR SOUTHERN MAINE AND NEW HAMPSHIRE FOR THE FRANCO AMERICAN COMMUNITY I WILL BE STARTING MY EIGHTH YEAR IN 2023 WITH THEM I AM DOING RESEARCH WORK FOR THE LAKERMESSE ORGANIZATION ETC.

B. Please list any special interests you may have in specific Board areas/activities:

I HAVE SERVED ON DIFFERENT BOARDS AND COMMISSION AS WELL AS DIFFERENT ORGANIZATIONS LISTENING TO THE PEOPLE AND MAKING RECOMMENDATION FOR NOW AND THE FUTURE

C. Please list any Boards of Directors on which you currently serve or have served:

I HAVE SERVED CHAIRMAN OF PUBLIC ACCESS AS WELL AS THE BIDDEFORD FIRE COMMISSION PAST PRESIDENT AND VICE PRESIDENT OF THE FREMONT CLUB.

D. Do you have any experience in Housing? If yes, please describe:

NO, I WILL DO MY BEST IN LEARNING ALL OF THE ASPECTS OF BIDDEFORD HOUSING AUTHORITY AFFORDABLE HOUSING ONE OF MY CHIEF GOALS FOR OUR COMMUNITY

E. Please list skills, expertise and community contacts that you would bring to the Board

THE SKILLS AND EXPERTISE I WOULD BRING IS WHAT I EXPERIENCE LISTENING TO THE PEOPLE THINKING OUTSIDE OF THE BOX AND MAKING DECISION WHICH IS NEEDED IN OUR COMMUNITY AND FOR OUR CITIZENS

By signing below, I attest that the information I have provided is true and correct. Additionally, my signature represents that I understand and agree to participate pursuant to the policies and procedures of the Biddeford Housing Authority Board of Commissioners By-laws.

Signature: Roger Hurtubise Date: 12-1-2022

Biddeford Housing Authority Board Member Expectations:

Work as a part of a cohesive team with common goals.
 Support the Mission Statement of the BHA
 Share his/her skills and expertise.
 Dedicate time to board and committee meetings.
 Volunteer and assist in community education efforts .
 Remain aware of the activities that are planned and make yourself available whenever and wherever the need arises.

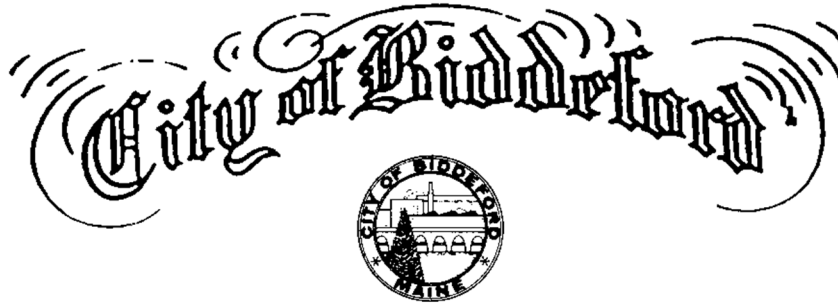
Be prepared for meetings by reading through the minutes of the previous meeting.
 Respect and support the majority decisions of the Board.
 Recognize that all authority is vested in the full Board only when it meets in legal session.
 Keep well informed of developments relevant to issues that may come before the Board.
 Participate actively in Board meetings and events.
 Bring any issues you believe will have an adverse effect on the residents we serve, the organization or its members, to the attention of the Board.

Refer complaints to the proper level on the chain of command.
 Represent all those whom this organization serves and not a particular interest group.
 Consider yourself a "trustee" of the organization and its mission and do your best to ensure that it is well-maintained, financially secure, growing and always operating in the best interest of the residents served.

Declare conflicts of interest between your personal life and your position on the Board and abstain from voting when appropriate.

There will be no criticizing of fellow Board members or their opinions in or out of the Board meetings.

There will be no use of the organization for personal advantage or that of friends or relatives.
 There will be no discussion of the confidential proceedings of the Board outside meeting.
 There will be no promise of how you will vote on any issue before a meeting



IN BOARD OF CITY COUNCIL...APRIL 5, 2022
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

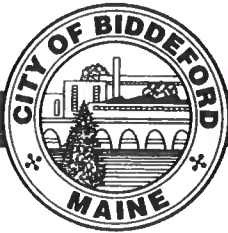
Larry Patoine
12 Shepherds Way
Ward 6

to the *Planning Board*, as an Associate Member, for a term to expire in December 2025.

April 5, 2022

Motion by Councilor Belanger, seconded by Councilor Whiting to confirm the
appointment.
Vote: Unanimous.

Attest by: _____
Carmen J. Bernier, City Clerk



CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

Name:

Street Address:

Mailing Address:
(if different)

Phone Number(s):

Email Address:

LARRY J. Patoine

12 Shepherds Way

Biddeford, Maine 04005

207-283-9272

ljpat1@MAINE.RR.COM

Which City Committee, Board or Commission do you request to be appointed to:

- | | |
|--|--|
| ☐ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Citizens Advisory Committee | ☐ • Historic Preservation Commission |
| ☐ • Biddeford Fire Advisory Committee | ☒ • Planning Board |
| ☐ • Biddeford Housing Authority | ☐ • Policy Committee |
| ☐ • Biddeford Police Advisory Committee | ☐ • Project Canopy Committee |
| ☐ • Board of Assessment Review | ☐ • Recreation Commission |
| ☐ • Cable T.V. Committee | ☐ • Recycling & Solid Waste Management Commission |
| ☐ • Capital Projects Committee | ☐ • Shellfish Conservation Committee |
| ☐ • Conservation Commission | ☐ • Wastewater Management Commission |
| ☐ • Diversity, Equity and Inclusion Committee | ☐ • Zoning Board of Appeals |
| ☐ • Downtown Development Commission | ☐ • Other: |
| ☐ • Economic Improvement Commission | |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

Planning board 2007 to 2020

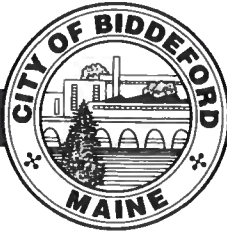
Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

Served as chair

Please provide a brief statement describing your interest in serving the City of Biddeford.

I believe in giving back to a city that makes it a great place to live.

Attach any additional information to this application and return it to the City Clerk's Office.



CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date:

12/9/2022

Name:

Rick LAVERRIERE

Street Address:

371 South St.

Mailing Address:
(if different)

Phone Number(s):

207-286-6269

Email Address:

rick.laverriere@outlook.com

Which City Committee, Board or Commission do you request to be appointed to:

- | | |
|--|--|
| ☒ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Citizens Advisory Committee | ☐ • Historic Preservation Commission |
| ☐ • Biddeford Fire Advisory Committee | ☐ • Planning Board |
| ☐ • Biddeford Housing Authority | ☐ • Policy Committee |
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| ☐ • Conservation Commission | ☐ • Wastewater Management Commission |
| ☐ • Diversity, Equity and Inclusion Committee | ☐ • Zoning Board of Appeals |
| ☐ • Downtown Development Commission | ☐ • Other: |
| ☐ • Economic Improvement Commission | |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

CITY COUNCILOR 10 YEARS FINE ^{COMMISSION} ~~COMMISSION~~
AIRPORT (6 OR 7 YEARS)

Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

HAVE BEEN CHAIR OF THE AIRPORT COMMISSION 6-7 YEARS

Please provide a brief statement describing your interest in serving the City of Biddeford.

I HAVE BEEN VOLUNTEERING ^{AND} OR SERVING THE
CITY OF BIDDEFORD FOR APP. 20 YEARS

Attach any additional information to this application and return it to the City Clerk's Office.