



Sanford City Council

City Council Meeting Minutes – October 30, 2017

The Sanford City Council met at 6:00 p.m. in the Chambers of the Sanford City Hall Annex on Tuesday, October 23, 2017. **Mayor:** Thomas P. Cote **COUNCILORS:** Deputy Mayor Maura A. Herlihy, Councilor Joseph Hanslip, Councilor Fred W. Smith, Councilor Lucas Lanigan, Councilor John L. Tuttle, Jr. and Councilor Robert G. Stackpole **CITY STAFF:** City Manager, Steven Buck; Executive Assistant, Sherry Lord; Director of Community Development, Ian P. Houseal.

Mayor Cote called the meeting to order at 5:02 pm.

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

Roll Call:

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

New Business

17-161.01 Ordered, to receive, review, and act upon Bids for the demolition, removal, and disposal of fire damaged structures at 33 Island Avenue Map I28 Lot 123 and 35 Island Avenue Map I28 Lot 124A, pursuant to Council Orders as Dangerous and hazardous Buildings under 17 M.R.S.A. §§ 2851-2859. Councilor Tuttle moved to approve a bid from Peter Petit Landscaping Inc. for the project based on low-bid of \$39,996.00, seconded by Deputy Mayor Herlihy. Ian Houseal, Director of Community Development addressed the Council and gave an overview of the fire that devastated the properties listed above. On Monday, October 23rd there was an emergency meeting that declared the properties as dangerous and hazardous. (Hearings and notifications attached). The City Council voted 6-0 to approve.

Council Member Comments

Councilor Stackpole: None

Councilor Lanigan: Get out and vote next Tuesday

Councilor Tuttle: the property next to Percy Tire has become a dumping ground.

Councilor Smith: Salvation Army box that people dropped ripped mattresses etc.

Councilor Hanslip: absent

Deputy Mayor Herlihy: None

Mayor Cote: None

Future Agenda Items Councilor Tuttle: Circuit Breaker program for elderly.

Adjournment

Mayor Herlihy moved to adjourn regular meeting at 5:37pm

Respectfully submitted by Sherry Lord, Executive Assistant

ISLAND AVENUE FIRE

35 ISLAND AVENUE

33 ISLAND AVENUE

28 THOMPSON STREET



39 ISLAND AVE

44 ISLAND AVE

40 ISLAND AVE

0 ISLAND AVE

34 ISLAND AVE

18 THOMPSON ST

24 THOMPSON ST

27 THOMPSON ST

29 THOMPSON ST

31 THOMPSON ST

20 NORTH AVE

22 NORTH AVE

21 NORTH AVE

25 NORTH AVE

26 NORTH AVE

0 NORTH AVE

0 NORTH AVE

30 NORTH AVE

28 NORTH AVE

32 NORTH AVE

34 NORTH

29 NORTH AVE

27 NORTH AVE

42 THOMPSON ST

35 ISLAND AVE

35

33

33 ISLAND AVE

28

28 Thompson St

32 THOMPSON ST



2

3

3

1

3

3-unit

3-unit

4

1-unit

2

4

2

2

2

1

1

2





SANFORD & SPRINGVALE

EMERGENCY
9-1-1





SANFORD
EMERGENCY SERVICE

CENTRAL STATION





CUNNINGHAM















DANGEROUS BUILDING

35 ISLAND AVENUE

Notice of Hearing

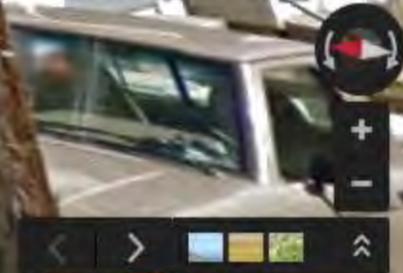
Acknowledgement of Service

Consent to Removal



PRIVATE PROPERTY

30



Vision ID: 2231

Account #

Bldg #: 1 of 1

Sec #: 1 of 1

Card 1 of 1

Print Date:08/16/2017 13:21

CURRENT OWNER	TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			
YORK COUNTY COMMUNITY ACTION					Description	Code	Appraised Value	Assessed Value
% SANFORD HOUSING AUTHORITY					RESIDNTL	1050	159,300	159,300
PO BOX 1008					RES LAND	1050	28,900	28,900
SANFORD, ME 04073					RESIDNTL	1050	6,500	6,500
Additional Owners:								

4524
SANFORD, ME

VISION

SUPPLEMENTAL DATA

Other ID:	Note 6
Note 1	Note 7
Note 2	TIF
Note 3	Note 9
Note 4	MVR EX COI
Note 5	
GIS ID: 2231	ASSOC PID#

Total	194,700	194,700
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RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
YORK COUNTY COMMUNITY ACTION CORP	8627/ 46	02/05/1998	Q	I	87,000	W	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
UNKNOWN	3686/0065	10/01/1985	Q	I	48,000	00	2016	1050	127,700	2015	1050	127,700	2015	1050	127,700
							2016	1050	28,800	2015	1050	28,800	2015	1050	28,800
							2016	1050	4,300	2015	1050	4,300	2015	1050	4,300
							Total:		160,800	Total:		160,800	Total:		160,800

This signature acknowledges a visit by a Data Collector or Assessor

Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
EXEMPTIONS								
OTHER ASSESSMENTS								
Total:								

NBHD/ SUB	NBHD Name	Street Index Name	Tracing	Batch
0001/A				

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	159,300
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	6,500
Appraised Land Value (Bldg)	28,900
Special Land Value	0
Total Appraised Parcel Value	194,700
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	194,700

NOTES

ASSESSING NEIGHBORHOOD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result
BUILDING PERMIT RECORD														
VISIT/ CHANGE HISTORY														

LAND LINE VALUATION SECTION

B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing Spec Use	Special Pricing Spec Calc	S Adj Fact	Adj. Unit Price	Land Value			
1	105R	THREE FAM MDL-01	UB				7,300	SF	4.65	1.0000	5	1.0000	1.00	IA	0.85			1.00	3.95	28,900			
Total Card Land Units:							0.17	AC	Parcel Total Land Area:							0.17	AC	Total Land Value:					28,900

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

York County Community Action Corporation
6 Spruce Street
Sanford Maine 04073

35 ISLAND AVENUE, SANFORD, MAINE

You are hereby notified that the City Council of the City of Sanford, Maine will hold a hearing on:

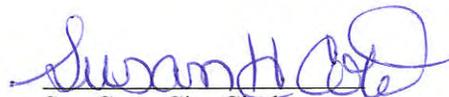
October 23, 2017
5:00 pm
Sanford City Hall, 919 Main Street, Sanford, Maine

This hearing is to determine whether the residential structure at 35 Island Avenue, Sanford, Maine identified as Lot 124A, on Tax Map I28, and further described in a Quitclaim Deed with Covent recorded in the York County Registry of Deeds at Book 8627, Page 46, is a dangerous building or nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, securing the structure, demolition, and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorney's fees and costs, by means of special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

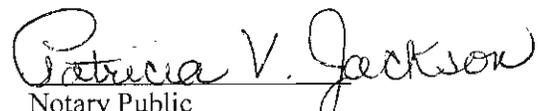
Dated: October 20, 2017


Sue Cote, City Clerk

STATE OF MAINE
YORK, ss

Date: 10/20/2017

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


Notary Public

Patricia V. Jackson
Notary Public, Maine
My Commission Expires August 10, 2022



City of Sanford, Maine

Office of Community Development
919 MAIN STREET, SANFORD, MAINE 04073
(207) 608-4101



ACKNOWLEDGEMENT OF SERVICE

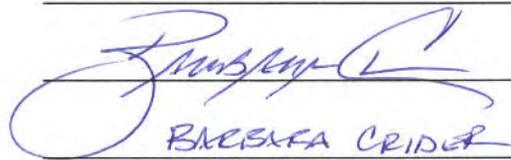
NOTICE OF HEARING PURSUANT TO 17 M.R.S.A §§ 2851-2859
35 ISLAND AVENUE, SANFORD MAINE

Due and sufficient service of the Notice of Hearing Pursuant to 17 M.R.S.A §§ 2851-2859 for 35 Island Avenue Sanford is hereby acknowledged for an on behalf of York County Community Action Corporation. All formal service of process is hereby waived.

Dated:

10-20-2017

Signature:


BARBARA CRIDER

Name:

assignment or subletting thereof, in whole or in part, without Grantee's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

Grantee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any such Leases, or under or by reason of this assignment, and Grantor shall and does hereby agree to indemnify and to hold Grantee harmless of and from any and all liability, loss or damage which it may or might incur under any such Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against Grantee by reason of any alleged obligations or undertaking on Grantee's part to perform or discharge any of the terms, covenants or agreements contained in any such Lease. Should Grantee incur any such liability, loss or damage under any such Lease or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney and paralegal fees, shall be secured hereby, and Grantor shall reimburse Grantee therefor immediately upon demand.

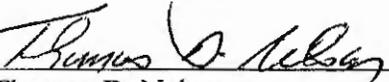
21. Additional Representations and Warranties. Grantor represents and warrants that (i) the Premises are not located in an "area of special flood hazard", as that term is defined in the National Flood Insurance Act of 1968 (as amended and supplemented by the Flood Disaster Protection Act of 1973); (ii) the Premises are, and will continue to be, in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12117 and 12181-12213, as may be amended from time to time) and any comparable state or local law or regulation (collectively the "ADA"); and (iii) to the best of Grantor's knowledge, after diligent inquiry, do not contain any hazardous substances, asbestos or any underground storage tanks. The term "hazardous substance" as used herein shall include all hazardous wastes, hazardous substances, hazardous materials, toxic substances or toxic pollutants, as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act and the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, or any similar state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law (collectively, the "Hazardous Substance Laws"). Grantor covenants to strictly comply with the requirements of the ADA, all Hazardous Substance Laws, and all state and federal laws governing hazardous substances, asbestos and underground storage tanks and to promptly notify Grantee of Grantor's receipt of any environmental regulatory notices, litigation papers or administrative orders relating to the Premises; the existence of underground storage tanks, asbestos, or a spill or release of hazardous substances affecting the Premises; or the discovery of any circumstances suggesting the presence of any such substances, asbestos and/or tanks at the Premises. Grantor hereby covenants to protect, reimburse, indemnify, and hold Grantee harmless from and against all loss, cost, expense, damage and liability, including reasonable attorney and paralegal fees and costs of litigation, suffered or incurred by Grantee on account of any lack of compliance under the ADA and on account of the presence of any hazardous substance, asbestos or underground storage tanks in or on the mortgaged Premises, including, without limitation, any such loss, cost, damage or liability arising from a violation of any laws in connection with any circumstances now or hereafter obtaining on the Premises or the use or occupation thereof by Grantor or any other person. The obligations of the Grantor under this indemnity shall survive the discharge of the

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed this 17th day of August, 1998.

SIGNED, SEALED AND DELIVERED
in the presence of:



YORK COUNTY COMMUNITY
ACTION CORPORATION

By 
Thomas D. Nelson
Its Executive Director

STATE OF MAINE
COUNTY OF York

August 17, 1998

Then personally appeared the above-named Thomas D. Nelson, Executive Director of York County Community Action Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of York County Community Action Corporation.

Before me, 

Notary Public/Attorney-at-Law
Printed Name: Arthur H. Dumas

CONSENT TO REMOVAL/CORRECTIVE ACTION

Pursuant to 17 M.R.S.A. §§ 2851-2859

(Dangerous Buildings)

The York County Community Action Corporation ("YCCAC"), of 6 Spruce Street, Sanford Maine 04073 for itself, successors, heirs and assigns, hereby consent, pursuant to 17 M.R.S. §2858, to the removal or other corrective action by the City of Sanford, Maine, or its agents, of the building owned by YCCAC and located at 35 Island Avenue, Sanford, Maine and shown on Map I28, Lot 124A of the current Tax Maps of the City of Sanford, Maine on file at City Hall. The action to which the YCCAC is consenting is more specifically described as follows: to allow the City and its contracted service providers to enter the property during reasonable business hours to remove and demolish the unsafe structure within 180 days of executing this Agreement.

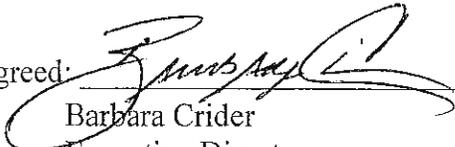
YCCAC further admit liability to the City of Sanford, Maine for all expenses reasonably related to the demolition, removal, or other corrective action including:

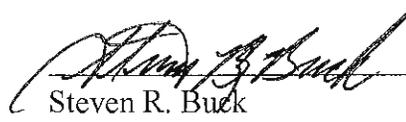
1. 50% of the cost to pull down the buildings at 35 Island Avenue and 33 Island Avenue that took place on the night Thursday October 19, 2007 as ordered by the Fire Chief due to heavy damaged to the structures that were in eminent risk of collapse upon the street.
2. 50% of the cost to remove and dispose of the building debris at the buildings at 35 Island Avenue and 33 Island Avenue because the building debris is co-mingled.
 - a. In the event that environmental hazards are discovered, YCCAC and the City will mutually agree to a fair apportionment of cost to remove and dispose as is documented or is evident.
3. 50% of the cost to secure by way of fencing, the buildings at 35 Island Avenue and 33 Island Avenue properties,

These costs are not to exceed \$50,000, and YCCAC consents to recovery of those expenses by means of a special tax as set forth in 17 M.R.S.A. §§ 2851-2859 or civil action. YCCAC further waives any claim whatsoever arising out of the removal or corrective action or relating to recovery of the expenses thereof.

Dated: 10/23/2017

Dated: 10/23/2017

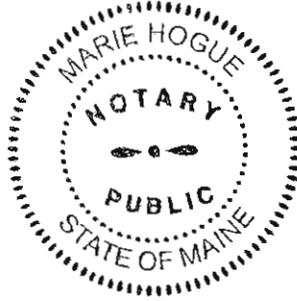
Agreed: 
Barbara Crider
Executive Director
York County Communication Action Corporation


Steven R. Buek
City Manager
Sanford, Maine

STATE OF MAINE
York County, ss.

Date: October 23, 2017

Personally appeared before me the above-named Barbara Crider, Executive Director of the York County Communication Action Corporation, and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of the York County Community Action Corporation.



Marie Hogue
Notary Public/Attorney at Law

STATE OF MAINE
York County, ss.

Date October 23, 2017

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

Sherry A. Lord
Notary Public/Attorney at Law

Sherry A. Lord
Notary Public, Maine
My Commission Expires May 22, 2020

Dated: October 24, 2017

This is a true copy of the York County Community Action Corporation's Consent to Removal/Corrective Action for the property located at 35 Island Avenue, Sanford, Maine and shown on Map I28, Lot 124A of the current Tax Maps of the City of Sanford, Maine on file at City Hall.

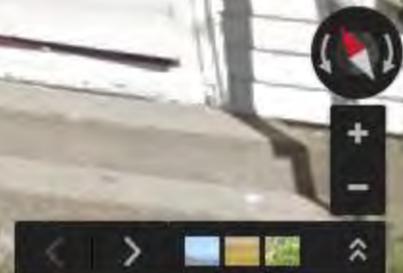
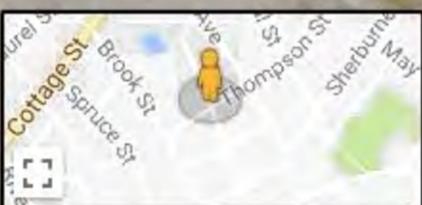
Attest: Susan H. Cote

Susan H. Cote, City Clerk for
The City of Sanford, Maine

DANGEROUS BUILDING

33 ISLAND AVENUE

Notice of Hearing
Acknowledgement of Service
Findings and Order
Service



CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				
FARRIS HARRY & GERALDINE						Description	Code	Appraised Value	Assessed Value	4524 SANFORD, ME
% CVI DEVELOPMENT INC						RESIDENTL	1010	56,300	56,300	
34 OLD NOTTINGHAM RD						RES LAND	1010	27,000	27,000	
EPPING, NH 03042						RESIDENTL	1050	89,200	89,200	VISION
Additional Owners:						SUPPLEMENTAL DATA				
Other ID:				Note 6						
Note 1				Note 7						
Note 2				TIF						
Note 3				Note 9						
Note 4				MVR EX COI						
Note 5				ASSOC PID#						
GIS ID: 2229						Total		172,500	172,500	

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)												
FARRIS HARRY & GERALDINE		15910/ 530	08/04/2010	U	I	150,000	Q	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value				
CVI DEVELOPMENT INC		15906/ 864	07/29/2010	U	I	0	Q	2017	1010	56,300	2016	1010	52,200	2015	1010	49,500				
33 ISLAND LLC		15603/ 281	04/08/2009	U	I	89,901	FS	2017	1010	27,000	2016	1010	27,000	2015	1010	27,000				
JP MORGAN CHASE BANK NA AS TRUSTEE		15421/ 45	05/22/2008	U	I	241,100	F	2017	1050	89,200	2016	1050	70,800	2015	1050	70,800				
COUTU GERALD A/CAROL A		14250/ 793	10/08/2004	Q	I	250,900	W													
MARQUIS JAMES		8528/ 55	11/14/1997	U	I	32,000	W													
Total:								172,500			Total:			150,000			Total:			147,300

EXEMPTIONS				OTHER ASSESSMENTS				
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:								

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD				
NBHD/ SUB	NBHD Name	Street Index Name	Tracing	Batch
0001/A				

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	89,200
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	0
Special Land Value	0
Total Appraised Parcel Value	172,500
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	172,500

NOTES

BUILDING PERMIT RECORD								
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

VISIT/ CHANGE HISTORY					
Date	Type	IS	ID	Cd.	Purpose/Result

LAND LINE VALUATION SECTION

B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing		S Adj Fact	Adj. Unit Price	Land Value	
																Spec Use	Spec Calc				
2	105R	THREE FAM MDL-01	UB				1 SF	0.01	1.0000	0	1.0000	1.00		0.00			SLS	1.00	.00	0.01	0

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	09		Family Flat				
Model	01		Residential				
Grade	C		Average				
Stories	3		3 Stories				
Occupancy							
Exterior Wall 1	11		Clapboard				
Exterior Wall 2							
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asph/F Gls/Cmp				
Interior Wall 1	03		Plastered				
Interior Wall 2							
Interior Flr 1	06		Inlaid Sht Gds				
Interior Flr 2	12		Hardwood				
Heat Fuel	02		Oil				
Heat Type	05		Hot Water				
AC Type	01		None				
Total Bedrooms	05		5 Bedrooms				
Total Bthrms	3						
Total Half Baths	0						
Total Xtra Fixtrs							
Total Rooms							
Bath Style							
Kitchen Style							
				Adj. Base Rate:			68.25
							234,780
				Net Other Adj:			0.00
				Replace Cost			234,780
				AYB			1912
				EYB			1966
				Dep Code			F
				Remodel Rating			
				Year Remodeled			
				Dep %			50
				Functional Obslnc			10
				External Obslnc			2
				Cost Trend Factor			
				Condition			
				% Complete			
				Overall % Cond			38
				Apprais Val			89,200
				Dep % Ovr			0
				Dep Ovr Comment			
				Misc Imp Ovr			0
				Misc Imp Ovr Comment			
				Cost to Cure Ovr			0
				Cost to Cure Ovr Comment			

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

Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	962	962	962	68.25	65,657
FOP	Porch, Open	0	1,218	244	13.67	16,653
FUS	Upper Story, Finished	1,924	1,924	1,924	68.25	131,313
UBM	Basement, Unfinished	0	1,046	209	13.64	14,264
UST	Utility, Storage, Unfinished	0	252	101	27.35	6,893

Ttl. Gross Liv/Lease Area: 2,886 5,402 3,440 234,780

BAS	26	33	UST	
UST			UST	
FUS			UST	12
FUS				
UBM				7
0				7
37			37	
				2525
				32
	26			
FOP	26			
FOP				
FOP		33		
7				



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

Harry Farris and Geraldine Farris
34 Old Nottingham Rd.
Epping, NH 03042

33 ISLAND AVENUE, SANFORD, MAINE

You are hereby notified that the City Council of the City of Sanford, Maine will hold a hearing on:

October 23, 2017
5:00 pm
Sanford City Hall, 919 Main Street, Sanford, Maine

This hearing is to determine whether the residential structure at 33 Island Avenue, Sanford, Maine identified as Lot 123, on Tax Map I28, and further described in a Quitclaim Deed with Covert recorded in the York County Registry of Deeds at Book 15910, Page 530-531, is a dangerous building or nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, securing the structure, demolition, and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorney's fees and costs, by means of special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

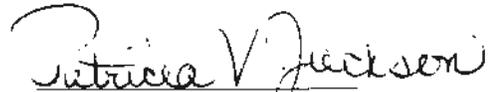
Dated: October 20, 2017


Sue Cote, City Clerk

STATE OF MAINE
YORK, ss

Date: 10/20/2017

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


Notary Public

Patricia V. Jackson
Notary Public, Maine
My Commission Expires August 10, 2022



City of Sanford, Maine

Office of Community Development
919 MAIN STREET, SANFORD, MAINE 04073
(207) 608-4101



ACKNOWLEDGEMENT OF SERVICE

NOTICE OF HEARING PURSUANT TO 17 M.R.S.A §§ 2851-2859
33 ISLAND AVENUE, SANFORD MAINE

Due and sufficient service of the Notice of Hearing Pursuant to 17 M.R.S.A §§ 2851-2859 for 33 Island Avenue Sanford is hereby acknowledged for an on behalf of Farris, Harry and Geraldine by Eric Farris with Power of Attorney attached hereto. All formal service of process is hereby waived.

Dated:

10/23/17

Signature:

Name:

Eric Farris

LIMITED DURABLE POWER OF ATTORNEY

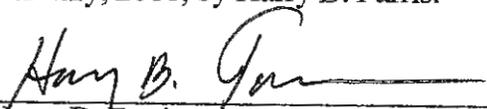
KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Harry B. Farris, hereinafter referred to as PRINCIPAL, in the County Bay, State of Michigan, being of sound mind, does appoint Christopher E. Farris as his true and lawful attorney-in-fact, for the limited purposes set forth herein with respect to real estate owned by the undersigned and described on Exhibit "A" attached hereto and incorporated herein by reference, to wit:

In the principal's name, and for the principal's use and benefit, said attorney-in-fact is authorized hereby:

- (1) Take any and all legal steps necessary to collect rent or any amount of monies due with respect to such real estate; and to deposit such amounts in any accounts designated by Principal.
- (2) Purchase and / or maintain insurance
- (3) Employ professional and business assistance as may be appropriate with respect to such real estate.
- (4) Lease, manage, insure, improve, repair, or perform any other act with respect to any of principal's said real estate, including instituting and prosecuting any legal proceedings with respect to such real estate.
- (5) Said attorney-in-fact shall not be liable for any loss that results from a judgment error that was made in good faith. However, said attorney shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.
- (6) Principal authorizes said attorney to indemnify and hold harmless any third party who accepts and acts under this document.
- (7) Giving and granting to said attorney full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of the foregoing as fully to all intents and purposes as principal might or could do if personally present.
- (8) All that said attorney shall lawfully do or cause to be done under the authority of this power of attorney is expressly approved.
- (9) This Power of attorney shall not be affected by my disability.

SIGNED AND EXECUTED this 28th day of January, 2011, by Harry B. Farris.



Harry B. Farris

EXHIBIT "A"

HARRY B. FARRIS/CHRISTOPER E. FARRIS
LIMITED DURABLE POWER OF ATTORNEY
DATED JANUARY 28, 2010

REAL ESTATE DESCRIPTIONS

Parcel 1:

A certain lot or parcel of land with the buildings thereon situated on 33 Island Avenue, Sanford, Maine being more particularly described as follows:

Beginning on the Northerly side of Thompson Street at the land now or formerly of Fred S. Sherburne, formerly of Roland and Katherine Guillemette; thence Northwesterly by the land of said Guillemette a distance of 100 feet (100') to the land now or formerly of Edward and Estelle Larouche; thence Southwesterly by the lands of said Larouche a distance of sixty feet (60') to Island Avenue; thence southeasterly by Island Avenue a distance of one hundred feet (100') to Thompson Street, thence northeasterly by said Thompson Street a distance of seventy-five feet (75') to the place begun at.

Being the same premises as conveyed to 33 Island, LLC by Bank of New York Mellon Trust Company NA by quitclaim deed with covenant dated February 5, 2009 and recorded in the York County Registry of Deeds in Book 15603, Page 0281.

Parcel 2:

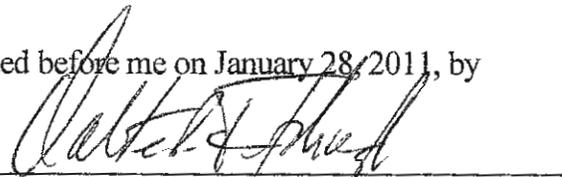
A certain lot or parcel of land with the buildings thereon situated on 43 Brook Street, Sanford, Maine being more particularly described as follows:

Beginning on the easterly side of Brook Street at its' intersection with Hammond Street; thence northerly by Brook Street fifty (50) feet; thence easterly on a line parallel with Hammond Street and fifty (50) feet distant therefrom seventy (70) feet to land now or formerly of Joseph Demers; thence southerly by land of said Demers to Hammond Street; thence westerly by Hammond Street to its intersection with Brook Street and the point of beginning.

BEING the same premises as conveyed to Bruno S. Bela by warranty deed of Marilyn C. Wallace dated April 9, 2004, recorded in the York County Registry of Deeds in Book 14041, Page 108.

STATE OF MICHIGAN)
) ss.
COUNTY OF BAY)

The foregoing instrument was subscribed and executed before me on January 28, 2011, by Harry B. Farris.



Walter P. Fitzhugh, Notary Public
Bay County, Michigan
My Commission expires: 3/3/11

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

Harry Farris and Geraldine Farris
34 Old Nottingham Rd.
Epping, NH 03042

33 ISLAND AVENUE, SANFORD, MAINE

On October 23, 2017 at 5:00 PM at City Hall, the Municipal Officers of the City of Sanford, Maine held a hearing to determine whether the residential building at 33 Island Avenue, Sanford, Maine identified as Lot 123, on Tax Map I28, and further described in a Quitclaim Deed with Covenant recorded in the York County Registry of Deeds at Book 15910, Pages 530-531, is a dangerous building or nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and if so, what the appropriate remedy would be. Notice of this hearing was duly served on and acknowledged by Christopher Eric Farris acting through Power of Attorney for the owner in person, by phone, and by email.

The following persons were present and testified:

- A. City of Sanford Code Enforcement Officer: Shirley Sheesley
- B. City of Sanford Fire Marshall: Patrick Cotter
- C. Property Owner/Representative: Christopher Eric Farris

Based on their testimony and other evidence presented and made part of the record, the Municipal Officers find the following facts:

- A. Harry and Geraldine Farris and their successors are the owners and were given, sold, and conveyed, with quitclaim covenant, the building, in 2010.
- B. The building has fallen into a state of neglect, disrepair, and inattention to maintenance.
- C. An inspection on October 17, 2017 found the following violations of the *International Property Maintenance Code, 2003 (IPMC, 2003)* as adopted as Code by the City of Sanford (see referenced sections below) and hereby attested by the Sanford City Council as follows:
 - Accumulation of trash, including household trash, discarded furniture, etc. Sections 302.1 and 307.1
 - Broken front steps. Section 304.10
- D. The violations may have contributed to the fire that destroyed the building on October 19, 2017.

- E. The resulting fire on October 19, 2017 also destroyed 35 Island Avenue in its entirety as well as severely damaged the structures of 28 Thompson Street and 34 Island Avenue.
- F. The resulting fire on October 19, 2017 also caused damage to 32 Thompson Street and 24 Thompson Street and caused property damage to other properties and to City property and equipment.
- G. 33 Island Avenue and 35 Island Avenue were pulled down on the night of October 19, 2017 per order of the Fire Chief due to heavy structural damage and imminent collapse onto the street, putting life and property at risk.
- H. The debris from the 33 Island Avenue and 35 Island Avenue buildings is comingled.
- I. The buildings inclusive of the 33 Island Avenue and 35 Island Avenue buildings are fenced as of October 20, 2017.
- J. The City will demolish the remainder of the 33 Island Avenue and 35 Island Avenue buildings and will seek to recover the expenses for the demolition, disposal and other costs incurred by the municipality reasonably related to the removal of the building, pursuant to 17 M.R.S.A. §§ 2851-2859.

Based on the foregoing findings, the Municipal Officers conclude that the building is dangerous and a nuisance because it is structurally unsafe, unstable and unsanitary; constitutes a fire hazard, is unsuitable or improper for the use to which it is put, and constitutes a hazard to health and safety and is dangerous to life and property.

THEREFORE IT IS ORDERED that to protect the health, safety, and welfare, the said building is to be immediately removed.

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

AND BE IT FURTHER ORDERED that, the City Manager is hereby authorized and directed to ask for bids for the (demolition/abatement of conditions) of said building and have said building removed and seek to recover the expenses for the demolition, disposal and other costs incurred by the municipality reasonably related to the removal of the building, pursuant to 17 M.R.S.A. §§ 2851-2859.

This decision may be appealed to Superior Court under the Maine Rules of Civil Procedures, Rule 80B. If this Order is not timely complied with and no timely appeal is taken, the Municipal Officers may undertake the ordered corrective action at municipal expense and recover all expenses, including reasonable attorney's fees, by means of a special tax or civil action.

Dated: 10/23/17

MUNICIPAL OFFICERS OF THE
CITY OF SANFORD

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

STATE OF MAINE
York County, ss.

Dated: October 23, 2017

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

[Handwritten Signature]
Notary Public

Sherry A. Lord
Notary Public, Maine
My Commission Expires May 22, 2020

Dated: October 24, 2017

This is a true copy of the Findings and Order of the Municipal Officers for the property located at 33 Island Avenue, Sanford, Maine and shown on Map I28, Lot 123 of the current Tax Maps of the City of Sanford, Maine on file at City Hall.

Attest: [Handwritten Signature]

Susan H. Cote, City Clerk for
The City of Sanford, Maine

DANGEROUS BUILDING

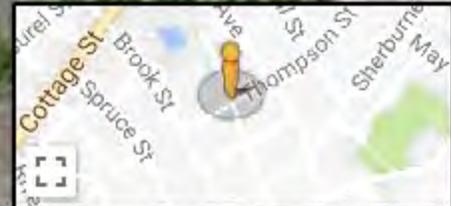
28 THOMPSON STREET

Notice of Hearing

Acknowledgement of Service

Findings and Order

Service



Vision ID: 2229

Account #

Bldg #: 1 of 2

Sec #: 1 of 1

Card 1 of 2

Print Date:08/18/2017 20:46

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				
FARRIS HARRY & GERALDINE						Description	Code	Appraised Value	Assessed Value	
% CVI DEVELOPMENT INC						RESIDENTL	1010	56,300	56,300	4524 SANFORD, ME
34 OLD NOTTINGHAM RD						RES LAND	1010	27,000	27,000	
EPPING, NH 03042						RESIDENTL	1050	89,200	89,200	

Additional Owners:

SUPPLEMENTAL DATA

Other ID: _____ Note 6
 Note 1 _____ Note 7
 Note 2 _____ TIF
 Note 3 _____ Note 9
 Note 4 _____ MVR EX COI
 Note 5 _____
 GIS ID: 2229 ASSOC PID# _____

VISION

RECORD OF OWNERSHIP					PREVIOUS ASSESSMENTS (HISTORY)										
BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	
FARRIS HARRY & GERALDINE	15910/ 530	08/04/2010	U	I	150,000	Q									
CVI DEVELOPMENT INC	15906/ 864	07/29/2010	U	I	0	Q	2017	1010	56,300	2016	1010	52,200	2015	1010	49,500
33 ISLAND LLC	15603/ 281	04/08/2009	U	I	89,901	FS	2017	1010	27,000	2016	1010	27,000	2015	1010	27,000
JP MORGAN CHASE BANK NA AS TRUSTEE	15421/ 45	05/22/2008	U	I	241,100	F	2017	1050	89,200	2016	1050	70,800	2015	1050	70,800
COUTU GERALD A/CAROL A	14250/ 793	10/08/2004	Q	I	250,900	W									
MARQUIS JAMES	8528/ 55	11/14/1997	U	I	32,000	W									
					Total:				172,500	Total:		150,000	Total:		147,300

EXEMPTIONS

Year	Type	Description	Amount	Code
Total:				

OTHER ASSESSMENTS

Description	Number	Amount	Comm. Int.
Total:			

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

NBHD/ SUB	NBHD Name	Street Index Name	Tracing	Batch
0001/A				

NOTES

Notes

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	56,300
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	27,000
Special Land Value	0
Total Appraised Parcel Value	172,500
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	172,500

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

VISIT/ CHANGE HISTORY

Date	Type	IS	ID	Cd.	Purpose/Result

LAND LINE VALUATION SECTION

B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing Spec Use	Special Pricing Spec Calc	S Adj Fact	Adj. Unit Price	Land Value
1	1010	SINGLE FAM MDL-01	UB				6,500	SF	4.89	1.0000	5	1.0000	1.00	IA	0.85			1.00	4.15	27,000

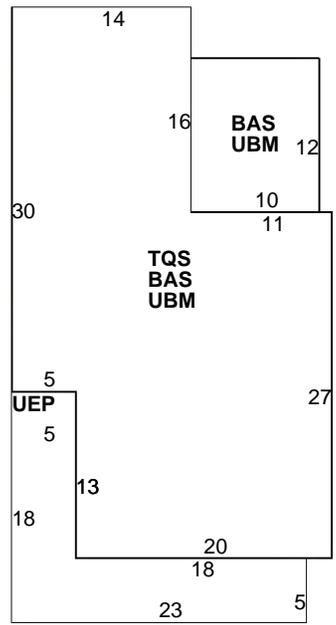
Total Card Land Units: 0.15 AC Parcel Total Land Area:0.15 AC

Total Land Value: 27,000

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)				
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	06		Conventional				
Model	01		Residential				
Grade	C		Average				
Stories	2		2 Stories				
Occupancy							
MIXED USE							
Exterior Wall 1	07		Asbest Shingle	Code	Description	Percentage	
Exterior Wall 2				1010	SINGLE FAM MDL-01	100	
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asph/F Gls/Cmp				
Interior Wall 1	03		Plastered				
Interior Wall 2							
COST/MARKET VALUATION							
Interior Flr 1	14		Carpet	Adj. Base Rate:		75.67	
Interior Flr 2						140,822	
Heat Fuel	02		Oil	Net Other Adj:		0.00	
Heat Type	05		Hot Water	Replace Cost		140,822	
AC Type	01		None	AYB		1912	
Total Bedrooms	03		3 Bedrooms	EYB		1966	
Total Bthrms	1			Dep Code		F	
Total Half Baths	0			Remodel Rating			
Total Xtra Fixtrs				Year Remodeled			
Total Rooms				Dep %		50	
Bath Style				Functional Obslnc		10	
Kitchen Style				External Obslnc			
				Cost Trend Factor		1	
				Condition			
				% Complete			
				Overall % Cond		40	
				Apprais Val		56,300	
				Dep % Ovr		0	
				Dep Ovr Comment			
				Misc Imp Ovr		0	
				Misc Imp Ovr Comment			
				Cost to Cure Ovr		0	
				Cost to Cure Ovr Comment			

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value	
BAS	First Floor	954	954	954	75.67	72,189	
TQS	Three Quarter Story	626	834	626	56.80	47,369	
UBM	Basement, Unfinished	0	954	191	15.15	14,453	
UEP	Porch, Enclosed, Unfinished	0	180	90	37.84	6,810	
Ttl. Gross Liv/Lease Area:		1,580	2,922	1,861		140,822	



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

Harry Farris and Geraldine Farris
34 Old Nottingham Rd.
Epping, NH 03042

28 THOMPSON STREET, SANFORD, MAINE

You are hereby notified that the City Council of the City of Sanford, Maine will hold a hearing on:

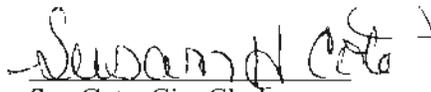
October 23, 2017
5:00 pm
Sanford City Hall, 919 Main Street, Sanford, Maine

This hearing is to determine whether the residential structure at 28 Thompson Street, Sanford, Maine identified as Lot 123, on Tax Map I28, and further described in a Quitclaim Deed with Covert recorded in the York County Registry of Deeds at Book 15910, Page 530-531, is a dangerous building or nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, securing the structure, demolition, and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorney's fees and costs, by means of special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

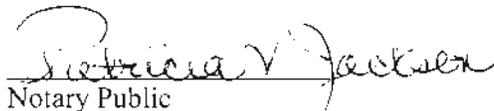
Dated: October 20, 2017


Sue Cote, City Clerk

STATE OF MAINE
YORK, ss

Date: 10/20/2017

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


Notary Public

Patricia V. Jackson
Notary Public, Maine
My Commission Expires August 10, 2022



City of Sanford, Maine

Office of Community Development
919 MAIN STREET, SANFORD, MAINE 04073
(207) 608-4101



ACKNOWLEDGEMENT OF SERVICE

NOTICE OF HEARING PURSUANT TO 17 M.R.S.A §§ 2851-2859
28 THOMPSON STREET, SANFORD MAINE

Due and sufficient service of the Notice of Hearing Pursuant to 17 M.R.S.A §§ 2851-2859 for 28 Thompson Street Sanford is hereby acknowledged for an on behalf of Farris, Harry and Geraldine by Eric Farris with Power of Attorney attached hereto. All formal service of process is hereby waived.

Dated:

10/03/17

Signature:

Name:

C. Eric FARRIS

LIMITED DURABLE POWER OF ATTORNEY

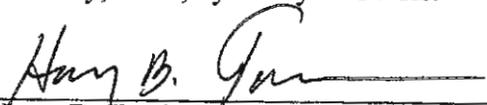
KNOW ALL MEN BY THESE PRESENTS:

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- (8) All that said attorney shall lawfully do or cause to be done under the authority of this power of attorney is expressly approved.
- (9) This Power of attorney shall not be affected by my disability.

SIGNED AND EXECUTED this 28th day of January, 2011, by Harry B. Farris.



Harry B. Farris

EXHIBIT "A"

HARRY B. FARRIS/CHRISTOPER E. FARRIS
LIMITED DURABLE POWER OF ATTORNEY
DATED JANUARY 28, 2010

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Being the same premises as conveyed to 33 Island, LLC by Bank of New York Mellon Trust Company NA by quitclaim deed with covenant dated February 5, 2009 and recorded in the York County Registry of Deeds in Book 15603, Page 0281.

Parcel 2:

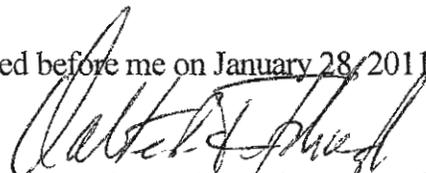
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Beginning on the easterly side of Brook Street at its' intersection with Hammond Street; thence northerly by Brook Street fifty (50) feet; thence easterly on a line parallel with Hammond Street and fifty (50) feet distant therefrom seventy (70) feet to land now or formerly of Joseph Demers; thence southerly by land of said Demers to Hammond Street; thence westerly by Hammond Street to its intersection with Brook Street and the point of beginning.

BEING the same premises as conveyed to Bruno S. Bela by warranty deed of Marilyn C. Wallace dated April 9, 2004, recorded in the York County Registry of Deeds in Book 14041, Page 108.

STATE OF MICHIGAN)
) ss.
COUNTY OF BAY)

The foregoing instrument was subscribed and executed before me on January 28, 2011, by Harry B. Farris.



Walter P. Fitzhugh, Notary Public
Bay County, Michigan
My Commission expires: 3/3/11

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

Harry Farris and Geraldine Farris
34 Old Nottingham Rd.
Epping, NH 03042

28 THOMPSON, SANFORD, MAINE

On October 23, 2017 at 5:00 PM at City Hall, the Municipal Officers of the City of Sanford, Maine held a hearing to determine whether the residential building at 28 Thompson Street, Sanford, Maine identified as Lot 123, on Tax Map I28, and further described in a Quitclaim Deed with Covenant recorded in the York County Registry of Deeds at Book 15910, Pages 530-531, is a dangerous building or nuisance within the meaning of 17 M.R.S.A. §§ 2851-2859, and if so, what the appropriate remedy would be. Notice of this hearing was duly served on and acknowledged by Christopher Eric Farris acting through Power of Attorney for the owner in person, by phone, and by email.

The following persons were present and testified:

- A. City of Sanford Code Enforcement Officer: Shirley Sheesley
- B. City of Sanford Fire Marshall: Patrick Cotter
- C. Property Owner/Representative: Christopher Eric Farris

Based on their testimony and other evidence presented and made part of the record, the Municipal Officers find the following facts:

- A. Harry and Geraldine Farris and their successors are the owners and were given, sold, and conveyed, with quitclaim covenant, the building, in 2010.
- B. The building has been vacant and unsecure for a number of years.
- C. Water service has been disconnected since July 2011.
- D. The building had fallen into a state of neglect and inattention to maintenance including:
 - Overgrown grass.
 - Siding falling off.
 - Unsecure openings.
 - Accumulation of trash, discarded furniture, and debris.
- E. The fire damaged the structure and building systems including:
 - Heavy fire damage to the upper floors and attic.
 - Charred structural members on the second floor and attic.

- Holes in the roof.
 - Severely damaged roof membrane.
 - Water damage caused by fire suppression on all floors.
- F. On October 19, 2017 the building was found to be in violation of the *International Property Maintenance Code, 2003 (IPMC, 2003)* as adopted as Code by the City of Sanford (see referenced sections below) and hereby attested by the Sanford City Council as follows:
- Broken/missing windows. Section 304.13
 - Fire Damage to walls and roof. Section 304.4
 - Holes in roof. Section 304.4 and 304.7
 - Building is not secure. Section 301.3
- G. The City will demolish the buildings and will seek to recover the expenses for the demolition, disposal and other costs incurred by the municipality reasonably related to the removal of the building, pursuant to 17 M.R.S.A. §§ 2851-2859.

Based on the foregoing findings, the Municipal Officers conclude that the building is dangerous and a nuisance because it is structurally unsafe, unstable and unsanitary; constitutes a fire hazard, is unsuitable or improper for the use to which it is put, and constitutes a hazard to health and safety because of inadequate maintenance, dilapidation, and abandonment and is dangerous to life and property.

THEREFORE IT IS ORDERED that to protect the health, safety, and welfare, the said building is to be immediately removed.

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

AND BE IT FURTHER ORDERED that, the City Manager is hereby authorized and directed to ask for bids for the (demolition/abatement of conditions) of said building and have said building demolished and seek to recover the expenses for the demolition, disposal and other costs incurred by the municipality reasonably related to the removal of the building, pursuant to 17 M.R.S.A. §§ 2851-2859.

This decision may be appealed to Superior Court under the Maine Rules of Civil Procedures, Rule 80B. If this Order is not timely complied with and no timely appeal is taken, the Municipal Officers may undertake the ordered corrective action at municipal expense and recover all expenses, including reasonable attorney's fees, by means of a special tax or civil action.

Dated: 10/23/17

MUNICIPAL OFFICERS OF THE
CITY OF SANFORD

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

STATE OF MAINE
York County, ss.

Dated: October 23, 2017

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

[Handwritten Signature]
Notary Public

Sherry A. Lord
Notary Public, Maine
My Commission Expires May 22, 2020

Dated: October 24, 2017

This is a true copy of the Findings and Order of the Municipal Officers for the property located at 28 Thompson Street, Sanford, Maine and shown on Map I28, Lot 123 of the current Tax Maps of the City of Sanford, Maine on file at City Hall.

Attest: [Handwritten Signature]

Susan H. Cote, City Clerk for
The City of Sanford, Maine

DEMOLITION AND REMOVAL

OF THE

33, 35 ISLAND AVENUE

STRUCTURES AND DEBRIS

BIDS



City of Sanford, Maine

Office of Community Development

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



October 30, 2017

RE: DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

Mayor and City Councilors,

As ordered by the City Council on Monday October 23, 2017, bids were solicited for the demolition and removal of the remaining structures and the debris at 33 Island Avenue and 35 Island Avenue. (This project does not include the structure at 28 Thompson Street.) The project includes:

- Demolishing the remaining structures of 35 Island Avenue and 33 Island Avenue.
- Removing the debris from the two properties.
- Practicing safe-handling procedures per Maine Department of Environmental Protection (MEDEP) rules for asbestos abatement during the demolition and removal process per MEDEP approval to protect the community: separating suspect Asbestos Containing Material (ACM) from non-suspect ACM and utilizing a licensed abatement contractor onsite for this purpose.
- Removing the foundations and filling the foundations holes with clean fill.
- Securing the perimeter of the properties as to prevent illegal parking and uses of the property.

The Request for Proposals followed the following procedure:

- The bid document was released on Tuesday October 24, 2017.
- A mandatory pre-bid meeting was held at the site on Wednesday October 25, 2017. There were approximately 11 prospective bidders at the meeting.
- Bids were due on Friday October 27, 2017.

There were two bids for approximately \$40,000. See the attached budget for the tabulation of the bid results.

Both the contractors that bid are reputable and recommended.

Peter Petit Landscaping Inc. is recommended for the project based on low-bid.

Sincerely,

Ian Houseal
Director of Community Development

BUDGET ESTIMATE - 33, 35 ISLAND AVENUE DEMOLITION AND REMOVAL

	Petit	Peniel
Base Bid - demolition and removal	\$ 39,996	\$ 40,000
Asbestos Abatement Plan		
Asbestos abatement consultant (4 days)	2,000	2,000
Asbestos container (2)	2,700	1,100
Asbestos tipping Fee (est. 10 ton per container)	-	2,800
Tipping Fees		
Foundation tipping fees	-	-
Balance of debris tipping fees	20,000	20,000
Contingency (10%)	6,470	6,590
Total	\$ 71,166	\$ 72,490
Est. assigned to 35 Island Ave	33,845	33,671
Est. balanced assigned to 33 Island Ave	37,321	38,819
Tipping Fee Comparison (\$/ton)		
Foundation	0	0
C&D	58	58
Asbestos	85	140
Roll-off Comparison (Minimum)		
Asbestos container (1)	1,350	550
Asbestos tipping Fee (5 ton per container)	-	700
	<u>1,350</u>	<u>1,250</u>
Roll-off Comparison (1)		
Asbestos container (1)	1,350	550
Asbestos tipping Fee (10 ton per container)	-	1,400
	<u>1,350</u>	<u>1,950</u>

Date: 10/30/2017



City of Sanford, Maine

Office of Community Development

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



Demolition and Removal of the 33, 35 Island Avenue Structures and Debris Sanford Maine October 24, 2017

Sir/Madam:

Sealed bids will be received in the office of the City Manager on Friday, October 27, 2017 until 11:00 a.m. at which time they will be publicly opened and read aloud on the enclosed specifications for the demolition and removal of the 33 and 35 Island Avenue structures and debris.

Pre-bid meeting and site walk at 33, 35 Island Avenue on Wednesday, October 25, 2017 at 11:00 a.m. Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid from that contractor.

Special Attention:

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

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

Sincerely,

Ian Houseal
Director of Community Development

CITY OF SANFORD, MAINE
DEMOLITION AND REMOVAL OF THE
33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @11:00 AM

NOTICE TO CONTRACTORS

Bids for the demolition and removal of structures at 33 and 35 Island Avenue in Sanford, Maine will be accepted by:

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

until **11:00 p.m. on Friday, October 27, 2017** at the City Manager's Office at City Hall, Sanford, Maine 04073 at which time bids shall be opened publicly.

SPECIAL NOTICE: Pre-bid meeting and site walk will be at **33, 35 Island Avenue** on **Wednesday, October 25, 2017 at 11:00 a.m.** Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid form from that contractor.

1. BID SECURITY

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

2. AWARD OR REJECTION OF BIDS

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

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

3. QUALIFICATION OF BIDDERS

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

4. PREPARATION OF PROPOSAL

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

5. ADDENDA AND INTERPRETATION

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

6. OBLIGATION OF BIDDERS

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

7. TIME LINE

The contractor shall prosecute the work continuously until completion. Deadline for complete demolition and removal is **10 days from Notice to Proceed**. Designated available date to be determined by the Director of Community Development.

Pre-Bid @ 33, 35 Island Avenue	11:00 a.m. on Wednesday, October 25, 2017
Bids Due	11:00 a.m. on Friday, October 27, 2017
Notice of Award on or before	Wednesday, November 1, 2017
Notice to Proceed on or before	Wednesday, November 8, 2017
Completion date	Wednesday, November 18, 2017

8. CLAIMS

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

INSURANCE:

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

WORKERS' COMPENSATION:

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

AUTOMOTIVE LIABILITY INSURANCE:

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

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.

"In the event of cancellation, change or expiration of any of the foregoing policies, ten (10) days written notice will be mailed to the City."

9. TIPPING FEES

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

10. PAYMENTS

Progress payments shall be made on a monthly basis for work completed based on a percentage of the total project. Contractor shall submit payment requisitions with an estimate on percent of completion. Amount completed to be determined by Director of Community Development.

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM

PRE-BID: Wednesday, October 25, 2017 @11:00 AM

SPECIFICATIONS

PART 1: GENERAL

1.1 SCOPE: Contractor agrees and undertakes to demolish and remove the structures and debris at **33 Island Avenue and 35 Island Avenue** in their entirety, including removal of foundations, slab, and any under structure found; and additionally as part of the project as summarized:

- Filling the cellar holes with clean soil;
 - Applying wood chips provided by the City Public Works Department from the Public Works Facility, placement of boulders and fencing the sites with split rail fence;
 - Mounting 4 signs on “U” channel to fencing. Signs to be provided by the contractor. The City shall provide the signs.
- A. Demolition of the aforesaid structures located upon land in the City of Sanford;
- B. **Securing all demolition permits from the State of Maine, or the City of Sanford and paying for any fees required with respect to such permit;**
- C. Removal of ALL debris from the site;
- D. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, in accordance with the laws of the United States and the State of Maine and ordinances of the City of Sanford; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account, as set forth below. Within thirty (30) days after completion of Contractor’s services, Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage;
- E. **The Contractor will not be responsible for tipping fees;** however, all demolition materials not salvaged must be weighed by product category at an authorized disposal site and transportation manifest and bills of lading from the disposal site provided to the City for reimbursement;
- F. The City shall identify the disposal sites to be used prior to contract signing;
- G. Disconnection and capping of any water or sewer service(s) at approximately 6 feet from the foundation edge, currently connected within the project to the satisfaction of the Sewer and Water Districts;
- H. **Foundation walls, slab, and underpinnings, shall be removed completely and the concrete floor shall be broken up, removed as part of the base bid;**

- I. **The cellar hole shall be filled with clean soil as part of the base bid. The Director of Community Development must be shown the empty cellar hole before filling;**
- J. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the City of Sanford, including, without limitations, conformity with all reasonable demands of the Fire Department.
- K. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Building Official. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Public Works Department a permit for the temporary closing of such streets.
- L. Any pavement removed shall be disposed of by the Contractor.
- M. **Comply with the Demolition Protocol** (attached: Appendix "A") with particular attention to dust control and site security.

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

- N. Buildings will be demolished in a safe and orderly way and comply with all State and Federal regulations. Neighbors' areas must be policed every day for any debris on his/her properties.
- O. During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles.
- P. The contractor shall maintain control of the site from the start of demolition until complete. The perimeter of the site shall be demarcated for "No Entry" and signs to that affect shall be posted.
- Q. **Applying wood chips, fencing, and installing 4 "U" channel sign posts and boulders placed at intervals will be done as part of the base bid**, as directed by the Director of Community Development once demolition has been completed.

PART 2: EXECUTION

2.1 DEMOLITION OR RELOCATION

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

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

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

it can be demonstrated that structures on adjoining premises, topography, existing or proposed permanent fences, or other barriers are of such a nature to achieve the purpose of this section.

- E **Demolition sites shall install a sign to be provided by the City on each street frontage, mounted on a U-channel sign post (provided by the Contractor)** mounted at eye-level and attached to a split rail fence post at the approximate center of the length of street frontage.

2.2 CLEAN UP

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

APPENDIX A: DEMOLITION PROTOCOL

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

- Due to the age of the properties being demolished presume that there is lead-based paint in the property.
- Except in emergency circumstances, the City will take steps to inform residents, businesses and other organizations within a 300 foot radius of the site of the planned demolition activities in advance of the demolition beginning. The City will print color flyers describing the precautions that are recommended to be taken to minimize lead exposure. Warning signs will be posted on the properties to be demolished during the 1 day prior to demolition and signs alerting traffic will be posted on the day of demolition.

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

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

- Temperature and other weather conditions shall be given consideration when scheduling demolitions during the winter months.
- The contractor shall prevent the accumulation of mud and fill material on streets and sidewalks from erosion and vehicles exiting the site.
- The contractor shall establish direct routes to final disposal site(s) to minimize impact on residential areas.

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

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

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

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

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

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

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

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

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @11:00 AM

AGREEMENT

This Agreement entered into at Sanford, Maine this ___ day of **October, 2017**, by and between the **City of Sanford** a municipal corporation with a principal place of business in Sanford, York County, Maine (hereinafter referred to as “**City**”, which expression shall include its successors and assigns) and _____, a corporation with a place of business at _____ (hereinafter sometimes collectively referred to as “**Contractor**”, which expression shall include their heirs, successors and assigns).

I. WHEREAS:

- A. The City desires to have certain buildings demolished at the following locations;
 - **33 Island Avenue and 35 Island Avenue;**
- B. Contractor desires to provide demolition services to the City for the purposes of accomplishing the complete demolition of **listed locations**; and
- C. The parties have reached an agreement with respect to the same which they wish to reduce to a written memorandum.

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

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

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

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

B. Time and Sequence of Demolition:

Demolition shall be completed **within 10 days from Notice to Proceed.** In the event during the course of the demolition project, hazardous waste, chemicals, toxic or otherwise, are found to exist, which are known to Contractor at the time of execution of this Contract, the Contractor shall immediately notify the City. The Contractor

shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the hazardous removal parties are required to return and be upon the premises for the removal of any “after discovered” materials. Contractor shall commence demolition within **five (5) days** after the date of execution of this Agreement.

C. **Contract Price and Payment:** The City agrees to pay Contractor for the services called for in this Contract. Contractor shall be solely responsible for collection of any sales tax upon sale of salvage, and for remittance of the same to the State of Maine and shall hold the City harmless from and indemnify the City against any liability for the collection of such tax.

D. **Compliance with Laws:** The bidder’s attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, City Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the City and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulations by themselves or by their employees.

E. **INSURANCE:**

The Contractor shall furnish proof of coverage with adequate insurance of the types- and to the limits specified below **naming the City of Sanford as additional insured**. Certificate of such insurance shall be filed with the Director of Community Development **within 5 days from Notice of Award.**

WORKERS’ COMPENSATION:

Workers’ Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$500,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter’s employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE:

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

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.

F. **Indemnity:** Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims and/or liabilities for (1) injury to person or property arising on or adjacent to the premises proximately caused by Contractor’s negligence during the period of Contractor’s services; (2) the unlawful, improper or negligent disposal of debris from **listed locations**; (3) the assertion of a lien or right to a lien, whether at law or in equity by any sub-contractor of the Contractor, claiming such lien to have arisen, in whole or in part, by reason of the services contemplated under the terms of this Contract on behalf of Contractor. This obligation of indemnity shall include the

payment of costs and attorney's fees reasonably incurred by the City in connection with the defense of any action or proceeding arising from such claims and/or liabilities.

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

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

Q. Miscellaneous:

1. Any components of **listed locations** which Contractor wishes to sell for salvage must be removed from the premises by Contractor on or before the expiration of the time for completion of Contractor's services hereunder. At the time of such removal of each component from the City's premises, title to such component shall immediately vest in Contractor and responsibility for lawful disposal (or sale) of such components shall thereafter remain solely Contractor;
2. Time is of the essence with regard to this Agreement;
3. Contractor agrees to attend pre-demolition meetings with such officials as may be designated by the Director for such purpose by the City. At that time, Contractor shall submit to the City a progress schedule;
4. Contractor shall provide for maintenance of traffic in accordance with Sub-section 104.04 and 107.11 of the Maine State Highway Commission Standards Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:
 - a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
 - b. Contractor shall make arrangements with the Chief of Police, the Chief of the Fire Department, and other City officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
 - c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the City of Sanford. All such temporary traffic controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel, a 48 hour notice will be given by Contractor to the City of Sanford, the Chief of the Fire Department, the Chief of Police and the Public Works Director. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Engineer. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.
 - d. The City of Sanford or any of their duly authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit,

examination, excerpts and transcriptions. The Contractor shall preserve all such records for a period of three (3) years after the final payment and all other pending matters are closed.

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

1)	33, 35 Island Avenue (demolition & removal)	\$
	One time unit price for additional clean fill (/CY price)	\$ /CY
	One time unit price for additional mulch (/CY price)	\$ /CY

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

Signed, Sealed and Delivered
in the presence of

Owner
CITY OF SANFORD, MAINE

By:

Witness

Stephen Buck, City Manager

Contractor:

By:

Witness

CITY OF SANFORD, MAINE
DEMOLITION AND REMOVAL OF THE
33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
MANDATORY PRE-BID: Wednesday, October 25, 2017 @11:00 AM

ADDENDUM #1

Addenda #1 hereby makes the following changes to the above mentioned bid:

1. See the attached property cards for 33 and 35 Island Avenue as requested during questions at the pre-bid
2. Water and Sewer connections will be capped as specified in the RFP dated October 24, 2017. No change.
3. See the attached and amended PROPOSAL FORM including transportation of asbestos material as necessary

Dated: Wednesday, October 25, 2017

Ian Houseal
Director of Community Development
City Manager's Office, 3rd Floor
City Hall, 919 Main Street
Sanford ME 04073
iphouseal@sanfordmaine.org
(207) 608-4101

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @11:00 AM

AMENDED PROPOSAL FORM

Addenda #1 - October 25, 2017

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

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **October 24, 2017** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	33, 35 Island Avenue (demolition; removal; hauling; clean fill; and site finishing with wood chips, fencing, and boulders) NOT INCLUDING TIPPING FEES	\$	
	One time unit price for additional clean fill (/CY price)	\$	/CY
	One time unit price for additional mulch (/CY price)	\$	/CY
	Asbestos Specific: Roll-off container, double-liner, and hauling of asbestos debris to Juniper Ridge	\$	/trip
	Asbestos Specific: 80-yard tractor-trailer, double-liner, and hauling of asbestos debris to Juniper Ridge	\$	/trip

State equipment to be used: (list all equipment)

List all Sub-Contractors:

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

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

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

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

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

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

10%	\$
-----	----

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

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

33, 35 ISLAND AVENUE DEMOLITION AND REMOVAL
MANDATORY PRE-BID MEETING – OCTOBER 25, 2017 – 11:00 AM

SIGN-IN

NAME	COMPANY REPRESENTING	PHONE NUMBER	EMAIL
Mark and James Stuart	STS Construction	207-457-1062	stsconst@myfairpoint.net
Dave W	DW Excavation	207-432-6986	dwexcavation@metrocast.net
Caleb Chessie	Caleb Chessie Excavation	207-608-1911	cchessieexcavation@icloud.com
William Plante	C.A. Plante Sons	207-324-2412	caplante@metrocast.net
John Garvin for Bob Brady	Shaw Brothers	207-839-2552	bbrady@shawbrothers.com
Matt Colton	Colton Prop Maintenance/Excavation	207-324-1311	coltonpropertymaintenance@hotmail.com
Roger Guillemette	Guillemette Bros. Inc.	207-324-5300	rguillemette@metrocast.net
David P. Allen	L. V. Allen + Sons Inc.	207-324-8891	lvallenandsons@gmail.com
Kevin Thorne	CMD	207-692-4433	kevin@centralmainedisposal.com
Kristen Leighton	SWS	207-400-0992	kristenl@shipyardwastesolutions.com
Bill Bennett	Pine Tree Waste	207-653-4426	William.bennett@casella.com
Eric Picard	Andy Picard Excavating	207-468-9932	Ericpicard1977@yahoo.com
Peter Petit	Petit Excavation	207-252-4770	egi@maine.rr.com

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @ 11:00 AM

PROPOSAL FORM

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

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **October 24, 2017** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	33, 35 Island Avenue (demolition & removal)	\$ 40,000.00	
	One time unit price for additional clean fill (CY price)	\$ 10.00	/CY
	One time unit price for additional mulch (CY price)	\$ 35.00	/CY

State equipment to be used: (list all equipment)

CAT 330
DUMP TRAILERS
SKID STEER

List all Sub-Contractors:

Perand Industries
Lawson Group Inc
Wark Management
Castella

The undersigned further agrees to complete work by:	November 18 th
The undersigned acknowledges the receipt of addenda =:	N/A

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

Performance & Payment Bonds are not required.

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

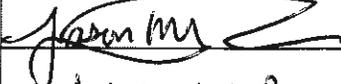
The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City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

Earl Cook Owner Peniel Environmental
Jason LaBranche Project Manager Peniel Environmental
William Bernard Demo Contractor

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

% 10	\$ 4,000.00
------	-------------

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

FIRM NAME	Peniel Environmental
SIGNATURE	
PRINTED/TYPED NAME	Jason M. LaBranche
TITLE	Project Manager
LEGAL ADDRESS	778 Elm Street Milford NH
PLACE OF BUSINESS	Same New Hampshire
FIRM'S IRS ID #	
DATE	10/27/2017
TELEPHONE #	603-654-1062
FAX #	
E-MAIL ADDRESS	jlaBranche@penielenv.com

Tipping fees not included in cost to be paid for by city of Sanford
 Traffic control not included
 Cut and caps on property line only
 no asbestos disposal included
 no hazardous material included
 water to be supplied by city of Sanford
 no asbestos testing included
 Mass Maint DEP must approve work before loading of material

13166



PENIEL ENVIRONMENTAL SOLUTIONS, LLC.
1032 MASON ROAD
WILTON, NH 03086
603-801-6526

LAKE SUNAPEE BANK
A DIVISION OF BAR HARBOR BANK & TRUST
52-175/112

10/27/2017

PAY TO THE ORDER OF City OF Sanford

\$ ****4,000.00**

Four Thousand and 00/100***** DOLLARS

City OF Sanford



TWO SIGNATURES REQUIRED OVER \$10,000.00
VALID FOR 90 DAYS

[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO

Security features. Details on back.



CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @11:00 AM

AMENDED PROPOSAL FORM

Addenda #1 - October 25, 2017

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

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **October 24, 2017** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	33, 35 Island Avenue (demolition; removal; hauling; clean fill; and site finishing with wood chips, fencing, and boulders) NOT INCLUDING TIPPING FEES	\$ 40,000.00
One time unit price for additional clean fill (/CY price)		\$ 10.00 /CY
One time unit price for additional mulch (/CY price)		\$ 35.00 /CY
Asbestos Specific: Roll-off container, double-liner, and hauling of asbestos debris to Juniper Ridge turnkey		\$ 550.00 /trip
Asbestos Specific: 80-yard tractor-trailer, double-liner, and hauling of asbestos debris to Juniper Ridge		\$ 700.00 /trip

* I get 5-ton minimum on disposal

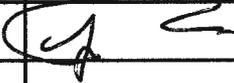
State equipment to be used: (list all equipment)

CAT 330 w/ hydraulic thumb

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

10%	\$ 4,600.00
-----	-------------

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

FIRM NAME	Peniel Environmental
SIGNATURE	
PRINTED/TYPED NAME	Jason M. LaBranche
TITLE	Project Manager
LEGAL ADDRESS	778 Elm Street Milton, NH 03055
PLACE OF BUSINESS	Milton, NH
FIRM'S IRS ID #	
DATE	10/27/2017
TELEPHONE #	603-657-1062
FAX #	
E-MAIL ADDRESS	JLaBranche@penielenv.com

List all Sub-Contractors:

Renaud Industries
Waite management

The undersigned further agrees to complete work by:	Nov. 18, 2017
The undersigned acknowledges the receipt of addenda #:	1

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

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

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

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

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @ 11:00 AM

AMENDED PROPOSAL FORM

Addenda #1 - October 25, 2017

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

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **October 24, 2017** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	33, 35 Island Avenue (demolition; removal; hauling; clean fill; and site finishing with wood chips, fencing, and boulders) NOT INCLUDING TIPPING FEES	\$ 39,996.00 37,996.00
	One time unit price for additional clean fill (/CY price)	\$ 14.00 /CY
	One time unit price for additional mulch (/CY price)	\$ 25.00 /CY
	Asbestos Specific: Roll-off container, double-liner, and hauling of asbestos debris to Juniper Ridge	\$ 1350.00 /trip
	Asbestos Specific: 80-yard tractor-trailer, double-liner, and hauling of asbestos debris to Juniper Ridge	\$ 3530.00 /trip

State equipment to be used: (list all equipment)

excavator with Grapple
skid steer
TRUCKS

List all Sub-Contractors:

PINE TREE WASTE

The undersigned further agrees to complete work by:	Peter Petit
The undersigned acknowledges the receipt of addenda #:	1

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

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

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

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

Petit Landscaping INC
PINE TREE WASTE

FIRM NAME	PETER PETIT LANDSCAPING INC
SIGNATURE	<i>Peter Petit</i>
PRINTED TYPED NAME	PETER E PETIT
TITLE	PRESIDENT / OWNER
LEGAL ADDRESS	61 HARDING STREET BIDDEFORD, ME 04005
PLACE OF BUSINESS	11 COLE ROAD BIDDEFORD ME 04005
FIRM'S IRS ID #	01-0486775
DATE	10/26/2017
TELEPHONE #	2072829305
FAX #	2072861289
E-MAIL ADDRESS	PETITLANDSCAPING-1@GMAIL.COM

PETER PETIT LANDSCAPING INC
PETER E PETIT
MICHAEL A PETIT
61 HARDING STREET
BIDDEFORD, ME 04005

BIDDEFORD SAVINGS BANK
BIDDEFORD, ME 04005

18836

52-7439/2112

CHECK ARMOR

10/26/2017

PAY TO THE ORDER OF City of Sanford, Maine

\$ **3,999.60

Three Thousand Nine Hundred Ninety-Nine and 60/100***** DOLLARS

City of Sanford, Maine

MEMO

Demo 33,35 Island Avenue

R. Petit

AUTHORIZED SIGNATURE



Photo Safe Deposit®

Details on Back

TIMELINE

Island Avenue Fire

35 Island Avenue, 33 Island Avenue, 28 Thompson Street

Thursday, October 19, 2017

- Five-alarm fire on Island Avenue started at 33 Island Avenue
- Night emergency tear-down of 33 and 35 Island Avenue
- Night street clean-up of vicinity

Friday, October 20, 2017

- Fencing around 33 Island Avenue and 35 Island Avenue
- Notice of Public Hearing to responsible parties

Monday, October 23, 2017

- Dangerous Building Hearing
- Findings and Order to immediately demolish:
 - 35 Island Avenue,
 - 33 Island Avenue, and
 - 28 Thompson Street

Tuesday, October 24, 2017

- Fencing around 28 Thompson Street

Wednesday, October 25, 2017

- Mandatory pre-bid meeting – demolition and removal of 33 and 35 Island Avenue buildings

Friday, October 27, 2017

- Bid opening

Monday, October 30, 2017

- Emergency City Council meeting to act on bids for the demolition and removal of buildings and debris

Thursday, November 2, 2017

- Site preparation for demolition and removal begins

Tuesday, November 7, 2017

- Waste hauling to begin



City of Sanford, Maine

Office of Community Development

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



October 30, 2017

RE: DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

Mayor and City Councilors,

As ordered by the City Council on Monday October 23, 2017, bids were solicited for the demolition and removal of the remaining structures and the debris at 33 Island Avenue and 35 Island Avenue. (This project does not include the structure at 28 Thompson Street.) The project includes:

- Demolishing the remaining structures of 35 Island Avenue and 33 Island Avenue.
- Removing the debris from the two properties.
- Practicing safe-handling procedures per Maine Department of Environmental Protection (MEDEP) rules for asbestos abatement during the demolition and removal process per MEDEP approval to protect the community: separating suspect Asbestos Containing Material (ACM) from non-suspect ACM and utilizing a licensed abatement contractor onsite for this purpose.
- Removing the foundations and filling the foundations holes with clean fill.
- Securing the perimeter of the properties as to prevent illegal parking and uses of the property.

The Request for Proposals followed the following procedure:

- The bid document was released on Tuesday October 24, 2017.
- A mandatory pre-bid meeting was held at the site on Wednesday October 25, 2017. There were approximately 11 prospective bidders at the meeting.
- Bids were due on Friday October 27, 2017.

There were two bids for approximately \$40,000. See the attached budget for the tabulation of the bid results.

Both the contractors that bid are reputable and recommended.

Peter Petit Landscaping Inc. is recommended for the project based on low-bid.

Sincerely,

Ian Houseal
Director of Community Development

BUDGET ESTIMATE - 33, 35 ISLAND AVENUE DEMOLITION AND REMOVAL

	Petit	Peniel
Base Bid - demolition and removal	\$ 39,996	\$ 40,000
Asbestos Abatement Plan		
Asbestos abatement consultant (4 days)	2,000	2,000
Asbestos container (2)	2,700	1,100
Asbestos tipping Fee (est. 10 ton per container)	-	2,800
Tipping Fees		
Foundation tipping fees	-	-
Balance of debris tipping fees	20,000	20,000
Contingency (10%)	6,470	6,590
<hr/> Total	\$ 71,166	\$ 72,490
Est. assigned to 35 Island Ave	33,845	33,671
Est. balanced assigned to 33 Island Ave	37,321	38,819
 Tipping Fee Comparison (\$/ton)		
Foundation	0	0
C&D	58	58
Asbestos	85	140
 Roll-off Comparison (Minimum)		
Asbestos container (1)	1,350	550
Asbestos tipping Fee (5 ton per container)	-	700
	<hr/> 1,350	<hr/> 1,250
 Roll-off Comparison (1)		
Asbestos container (1)	1,350	550
Asbestos tipping Fee (10 ton per container)	-	1,400
	<hr/> 1,350	<hr/> 1,950

Date: 10/30/2017

TIMELINE

Island Avenue Fire

35 Island Avenue, 33 Island Avenue, 28 Thompson Street

Thursday, October 19, 2017

- Five-alarm fire on Island Avenue started at 33 Island Avenue
- Night emergency tear-down of 33 and 35 Island Avenue
- Night street clean-up of vicinity

Friday, October 20, 2017

- Fencing around 33 Island Avenue and 35 Island Avenue
- Notice of Public Hearing to responsible parties

Monday, October 23, 2017

- Dangerous Building Hearing
- Findings and Order to immediately demolish:
 - 35 Island Avenue,
 - 33 Island Avenue, and
 - 28 Thompson Street

Tuesday, October 24, 2017

- Fencing around 28 Thompson Street

Wednesday, October 25, 2017

- Mandatory pre-bid meeting – demolition and removal of 33 and 35 Island Avenue buildings

Friday, October 27, 2017

- Bid opening

Monday, October 30, 2017

- Emergency City Council meeting to act on bids for the demolition and removal of buildings and debris

Thursday, November 2, 2017

- Site preparation for demolition and removal begins

Tuesday, November 7, 2017

- Waste hauling to begin

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @ 11:00 AM

PROPOSAL FORM

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

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **October 24, 2017** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	33, 35 Island Avenue (demolition & removal)	\$ 40,000.00	
	One time unit price for additional clean fill (CY price)	\$ 10.00	/CY
	One time unit price for additional mulch (CY price)	\$ 35.00	/CY

State equipment to be used: (list all equipment)

CAT 330
DUMP TRAILERS
SKID STEER

List all Sub-Contractors:

Perand Industries
Lawson Group Inc.
Wark Management
Castella

The undersigned further agrees to complete work by:	November 18 th
The undersigned acknowledges the receipt of addenda =:	N/A

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

Performance & Payment Bonds are not required.

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

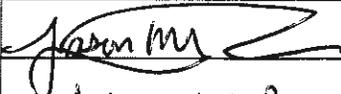
The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City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

Earl Cook Owner Peniel Environmental
Jason LaBranche Project Manager Peniel Environmental
William Bernard Demo Contractor

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

% 10	\$ 4,000.00
------	-------------

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

FIRM NAME	Peniel Environmental
SIGNATURE	
PRINTED/TYPED NAME	Jason M. LaBranche
TITLE	Project Manager
LEGAL ADDRESS	778 Elm Street Milford NH
PLACE OF BUSINESS	Same New Hampshire
FIRM'S IRS ID #	
DATE	10/27/2017
TELEPHONE #	603-654-1062
FAX #	
E-MAIL ADDRESS	jlaBranche@penielenv.com

Tipping fees not included in cost to be paid for by city of Sanford
 Traffic control not included
 Cut and caps on property line only
 no asbestos disposal included
 no hazardous material included
 water to be supplied by city of Sanford
 no asbestos testing included
 Mass Maint DEP must approve work before loading of material

13166



PENIEL ENVIRONMENTAL SOLUTIONS, LLC.
1032 MASON ROAD
WILTON, NH 03086
603-801-6526

LAKE SUNAPEE BANK
A DIVISION OF BAR HARBOR BANK & TRUST
52-175/112

10/27/2017

PAY TO THE ORDER OF City OF Sanford

\$ ****4,000.00**

Four Thousand and 00/100***** DOLLARS

City OF Sanford

TWO SIGNATURES REQUIRED OVER \$10,000.00
VALID FOR 90 DAYS

[Handwritten Signature]

AUTHORIZED SIGNATURE

Security features. Details on back.

MEMO



CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @11:00 AM

AMENDED PROPOSAL FORM

Addenda #1 - October 25, 2017

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

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **October 24, 2017** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	33, 35 Island Avenue (demolition; removal; hauling; clean fill; and site finishing with wood chips, fencing, and boulders) NOT INCLUDING TIPPING FEES	\$ 40,000.00
	One time unit price for additional clean fill (/CY price)	\$ 10.00 /CY
	One time unit price for additional mulch (/CY price)	\$ 35.00 /CY
	Asbestos Specific: Roll-off container, double-liner, and hauling of asbestos debris to Juniper Ridge turnkey	\$ 550.00 /trip
	Asbestos Specific: 80-yard tractor-trailer, double-liner, and hauling of asbestos debris to Juniper Ridge	\$ 700.00 /trip

* I get 5-ton minimum on disposal

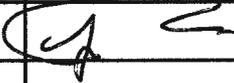
State equipment to be used: (list all equipment)

CAT 330 w/ hydraulic thumb

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

10%	\$ 4,600.00
-----	-------------

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

FIRM NAME	Peniel Environmental
SIGNATURE	
PRINTED/TYPED NAME	Jason M. LaBranche
TITLE	Project Manager
LEGAL ADDRESS	778 Elm Street Milton, NH 03055
PLACE OF BUSINESS	Milton, NH
FIRM'S IRS ID #	
DATE	10/27/2017
TELEPHONE #	603-657-1062
FAX #	
E-MAIL ADDRESS	JLaBranche@penielenv.com

List all Sub-Contractors:

Renaud Industries
Waite management

The undersigned further agrees to complete work by:	Nov. 18, 2017
The undersigned acknowledges the receipt of addenda #:	1

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

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

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

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

CITY OF SANFORD, MAINE

DEMOLITION AND REMOVAL OF THE 33, 35 ISLAND AVENUE STRUCTURES AND DEBRIS

BID DATE: Friday, October 27, 2017 @ 11:00 AM
PRE-BID: Wednesday, October 25, 2017 @ 11:00 AM

AMENDED PROPOSAL FORM

Addenda #1 - October 25, 2017

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

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **October 24, 2017** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

1)	33, 35 Island Avenue (demolition; removal; hauling; clean fill; and site finishing with wood chips, fencing, and boulders) NOT INCLUDING TIPPING FEES	\$ 39,996.00 37,996.00
	One time unit price for additional clean fill (/CY price)	\$ 14.00 /CY
	One time unit price for additional mulch (/CY price)	\$ 25.00 /CY
	Asbestos Specific: Roll-off container, double-liner, and hauling of asbestos debris to Juniper Ridge	\$ 1350.00 /trip
	Asbestos Specific: 80-yard tractor-trailer, double-liner, and hauling of asbestos debris to Juniper Ridge	\$ 3530.00 /trip

State equipment to be used: (list all equipment)

excavator with Grapple
skid steer
TRUCKS

List all Sub-Contractors:

PINE TREE WASTE

The undersigned further agrees to complete work by:	Peter Petit
The undersigned acknowledges the receipt of addenda #:	1

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

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

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

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

Petit Landscaping INC
PINE TREE WASTE

FIRM NAME	PETER PETIT LANDSCAPING INC
SIGNATURE	<i>Peter Petit</i>
PRINTED TYPED NAME	PETER E PETIT
TITLE	PRESIDENT / OWNER
LEGAL ADDRESS	61 HARDING STREET BIDDEFORD, ME 04005
PLACE OF BUSINESS	11 COLE ROAD BIDDEFORD ME 04005
FIRM'S IRS ID #	01-0486775
DATE	10/26/2017
TELEPHONE #	2072829305
FAX #	2072861289
E-MAIL ADDRESS	PETITLANDSCAPING-1@GMAIL.COM

Peter Petit Landscaping, Inc.

61 Harding Street
Biddeford, ME 04005
(p) 207-282-9305
(f) 207-286-1488

Date: 10/26/2017

To: City of Sanford, Maine

Re: 33,35 Island Avenue

If asbestos is found, abatement by other and machine time will be handled per hour.

Thank you - Peter Petit

PETER PETIT LANDSCAPING INC
PETER E PETIT
MICHAEL A PETIT
61 HARDING STREET
BIDDEFORD, ME 04005

BIDDEFORD SAVINGS BANK
BIDDEFORD, ME 04005

18836

52-7439/2112



10/26/2017

PAY TO THE ORDER OF City of Sanford, Maine

\$ **3,999.60

Three Thousand Nine Hundred Ninety-Nine and 60/100***** DOLLARS

City of Sanford, Maine

MEMO

Demo 33,35 Island Avenue

R. Petit

AUTHORIZED SIGNATURE



Details on Back

Photo Safe Deposit