The following are minutes of the Council Meeting held on June 15, 2009.

I. CALL TO ORDER – On Monday, June 15, 2009 at 7:00 p.m. a Council Meeting was held in the City Hall auditorium.

II. ROLL CALL OF MEMBERS - Mayor Roland Michaud conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith Jr., Ronald E. Morton, Sandra Bastille, Arthur Tardif, Eric Cote and Marston Lovell. Mr. Richard R. Michaud, City Administrator and Lucette S. Pellerin, City Clerk were also in attendance this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL:

V. APPROVAL OF MINUTES: April 27, 2009; May 4, 2009; May 11, 2009; May 18, 2009; June 1, 2009

The above entitled minutes were all approved as written.

VI. AGENDA ITEMS:

A. AGA - Gold Certificate of Achievement in Service Efforts and Accomplishments Reporting –Fifth Annual Performance Report, Delivery of Services, Fiscal Year 2008

This award was not presented this evening, but rather at a later date.

B. Resolve – Community Garden

Councilor Mills moved, Councilor Bastille seconded, Resolve to strongly support the Saco Community Garden to be located at Haley Park. The motion passed by seven (7) yeas.

C. (Public Hearing) Riverfront Community Development Bond

The Department of Economic and Community Development has awarded the City of Saco $675,000 from the Riverfront Community Development Bond program. The expenditure of these funds will be done in conjunction with Mattson Development, and will result in the construction of a Riverfront Park and seawall repairs on Saco Island, and the completion of the River Walk Trail initiated by Saco Spirit in 2007. Among the requirements of the bond is a public hearing that gives the community an opportunity to comment on the project. Only state and private funds will be expended on this construction project.

Councilor Lovell moved, Councilor Smith seconded, to open the Public Hearing on the Riverfront Community Development Bond program and the City’s intentions to work with Mattson Development in order to repair portions of the riverfront on Saco Island; to
create public park space on Saco Island; and to complete construction of the Saco RiverWalk Trail. The motion passed with seven (7) yeas.

Mr. Robert Martin, Chief Operating Office, Island Point, encouraged the Council to accept the grant from the Department of Economic and Community Development for construction of a Riverfront Park and seawall repairs on Saco Island, and the completion of the River Walk Trail.

Councilor Lovell moved, Councilor Smith seconded, to close the Public Hearing. The motion passed with seven (7) yeas.
December 8, 2008

Richard Michaud, Administrator
City of Saco
300 Main Street
Saco, ME 04072-1583

Dear Mr. Michaud:

The Department of Economic & Community Development received twenty-three applications totaling $8,303,980 in requests for the $5,000,000 available under the Riverfront Community Development Bond (RCDB) program. The great majority of these potential projects were very competitive and the task of selecting those to be funded was a very hard one for the panel appointed for this task. After much consideration, I am pleased to inform you that DECD is inviting the City of Saco into the project development phase of the application process and $675,000 has been reserved for the RCDB project in your community. By reducing some grant requests by about 10%, DECD was able to reserve funding for 14 applicants and increase the overall program impact along Maine Rivers.

A Program Development Manager from the Office of Community Development staff will be assigned to work with your community throughout the RCDB process and will be in touch with you shortly. If you have any immediate questions please contact OCD at 624-7484.

Congratulations on your selection to proceed. Best wishes toward the successful completion of your project.

Sincerely,

Thaxter R. Trafton
Deputy Commissioner
DECD

pc: file
RCDB APPLICATION COVER SHEET

A. Applicant Identification

Applicant: City of Saco
Street/P.O. Box: 300 Main Street
Town/City: Saco ME
Zip Code: 04072  Tel: 282-3487  e-mail: pmorelli@sacomaine.org

B. The Applicant Certifies That:

1. State Certifications

   a. To the best of my knowledge and belief, the information in this Application and the Letter of Intent to Apply approved by DECD is true and correct;

   b. The governing body of the applicant has duly endorsed the document;

   c. A local cash match that directly relates to the proposed activity and is the equivalent of at least 200 percent of the project grant award will be provided if the applicant is invited to proceed. In-kind match is limited to 25% of the match total and must have been spent during the twelve months prior to the date of submission of this Application on activities directly related to the Project;

   d. It will work with the Department and the Bank to develop a detailed project if it receives a conditional award; and

   e. It will comply with all applicable State and Federal laws and regulations.

Signature of Single Applicant or Lead Applicant of a Regional Application

[Signature]

City Administrator, City of Saco  October 23, 2008

Signature and Title of Chief Executive Officer  Unit of General Local Government  Date
Riverfront Community Development Bond Program
Matching Funds Table
(Include Cash and In-Kind Commitments)

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Grant/Loan/In-Kind</th>
<th>Amount</th>
<th>Terms of borrowing or bond sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity</td>
<td></td>
<td>$2,125,000</td>
<td></td>
</tr>
<tr>
<td>TD Banknorth</td>
<td>Loan</td>
<td>$2,500,000</td>
<td>To be drawn</td>
</tr>
<tr>
<td>Completed Work</td>
<td>In-kind</td>
<td>$375,000</td>
<td></td>
</tr>
</tbody>
</table>

(Completed work on this part of project exceeds $2 million.)

|                    |                    |          |                                |
|                    |                    |          |                                |
|                    |                    |          |                                |
|                    |                    |          |                                |
|                    |                    |          |                                |
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|                    |                    |          |                                |
|                    |                    |          |                                |
|                    |                    |          |                                |
|                    |                    |          |                                |
|                    |                    |          |                                |

**TOTAL:** $5,000,000

Letters of firm commitments for all Cash Matching Funds listed must be attached to this table.

All cash commitments relating to costs associated with the purchase of property on which the Project will take place must attach a record of the property sale, including cost and documentation of ownership.

All cash commitments relating to donated non-public property on which the Project will take place must attach documentation of ownership of the property, a record of the transfer and a certified appraisal establishing fair market price.

For all in-kind commitments a written basis establishing a cash equivalent must be attached.

Submit a copy of this Matching Funds Table and all letters of commitment with the original and all eight copies of the application.
October 20, 2008

Michael D. Baran
Acting Director
Office of Community Development
111 Sewall Street
59 State House Station
Augusta, ME 04333-0059

Re: Riverfront Community Development Bond Application for Saco

Dear Mr. Baran:

This letter will serve to certify that Saco Island LP will provide two dollars in matching funds for each dollar derived from the RCDB program. We estimate the cost of the entire project described in our application to be approximately $5.2 million. We have access to investor equity that will support 75 percent of the applicable funds in support of this grant request. We may also draw on a construction loan from TD Banknorth for part of this project. Inasmuch as we intend to engage this project in the Spring of 2009, it is premature for us to close on any borrowed funds at this point. Without any borrowings, we would have the required “2-to-1” match.

Additionally, we have already completed some work on this project. To date, we have spent $4.45 million on this area of the Saco Island project of which $375,000 is directly related “in-kind” expenditures and qualify for the 25 percent “in-kind” contribution.

Thank you for your assistance in this project.

Very truly yours,

[Signature]

Robert A. Martin
# Riverfront Community Development Bond Program

## Budget Summary (Include Cash & In-Kind)

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
<th>Column 6</th>
<th>Column 7</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>RCDB</td>
<td>Local</td>
<td>State</td>
<td>Utility</td>
<td>Federal</td>
<td>Other (Private)</td>
<td>Cost Category Total</td>
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<tr>
<td>Land Acquisition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Trails</td>
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<td></td>
<td></td>
<td></td>
<td>57,500</td>
<td>157,500</td>
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<tr>
<td>Recreation</td>
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<td>110,500</td>
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<td>Parks</td>
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<td></td>
<td></td>
<td>165,000</td>
<td>265,000</td>
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<tr>
<td>Demolition</td>
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<td>611,300</td>
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<tr>
<td>Construction</td>
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<td>1,411,500</td>
<td>1,511,500</td>
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<tr>
<td>Inspection</td>
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<tr>
<td>Habitat Restoration</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Public Access</td>
<td>35,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>234,000</td>
<td>269,000</td>
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<tr>
<td>Parking</td>
<td>230,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>220,000</td>
<td>450,000</td>
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<tr>
<td>Building Rehab.</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL COSTS</strong></td>
<td>750,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,202,800</td>
</tr>
</tbody>
</table>

## Directions for Completing Budget Summary

1. For each applicable cost (cash and in-kind) in the Cost Category column, list the projected dollar amount for all applicable funding sources in columns 1-6.

2. List the total dollar amount for each cost category in column 7, Cost Category Total.

3. Enter the total of all Cost Category amounts in column 7 in the TOTAL COSTS box directly under column 7.

4. Submit a copy of this Budget Summary with the original and all eight copies of the application.
Items D and E were considered at the same time. Please see motion under item E.

D. (Public Hearing) Applications for Liquor License/Entertainment Permit – Kerrymen Pub

Kerry Bros Inc. d/b/a Kerrymen Pub has applied for Liquor License/Entertainment Permit for a term of one year.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with M.R.S.A., Title 28-A, Subsection 653 and in accordance with Saco City Code, Chapter 93, and Entertainment sub-section 93-2.


Geoffrey Houghton d/b/a Island Brewing, LLC, The Run of the Mill Public House & Brewery has applied for Liquor License/Entertainment Permit for a term of one year.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with M.R.S.A., Title 28-A, Subsection 653 and in accordance with Saco City Code, Chapter 93, and Entertainment sub-section 93-2.

Councilor Smith moved, Councilor Lovell seconded, to open the Public Hearing on the applications submitted by The Run of the Mill Public House & Brewery and Kerry Bros Inc. d/b/a Kerrymen Pub for their Liquor License/Entertainment Permit. The motion passed with seven (7) yeas.

There being no comments from the public Councilor Smith moved, Councilor Lovell seconded, to close the Public Hearing and Be it Ordered that the City Council grant the applications submitted by The Run of the Mill Public House & Brewery and Kerry Bros Inc. d/b/a Kerrymen Pub for their Liquor License/Entertainment Permit for a period of one year. Further move to approve the Order. The motion passed with seven (7) yeas.

F. Award Bid – 212 McKenney Road - Map 125, Lot 9

The City owns a parcel of land identified on Tax Map 125, as Lot 9; this parcel is a 28+/-acre lot located off the McKenney Road and is accessible by a 60’ right of way. This lot was one of 14 the city determined ‘surplus’ in May of 2006. The Council authorized the City Administrator to advertise the parcel for sale by process of sealed bids. According to process, the parcel was advertised for sealed bid in the local paper as well as notification sent to all abutters and property owners in the general vicinity.

Five bids were received and opened on March 26, 2009. A copy of the bids results are attached for review. The Council discussed this item at Workshop on April 6, 2009; and again at the Council Meeting on April 27, 2009 at which time the Council voted not to award the bid and tabled the item.
Councilor Mills moved, Councilor Bastille seconded, that it be Ordered that the City Council remove from the table the item Map 125, Lot 9 – Surplus Real Property Bid Results, and request that the bid process begin again with the stipulation that there be a minimum bid of $35,100 and that only 1 dwelling be built on the property.” “I move to approve the order. The motion passed with six (6) yeas and one (1) nay. Councilor Mills voted in the negative.

### Bid Opening for Map 125 Lot 9 – Dated March 26, 2009
Saco City Hall Conference Room - 3:30 pm
Present: Kate Kern, Executive Assistant; Tammy Lambert, Personnel Officer; Wayne Nelson and Kevin Champagne.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Nicholas A. Fondak</td>
<td>176 McKenney Road, Saco, ME</td>
<td>$15,500.00</td>
</tr>
<tr>
<td>2. Robert S. Thibodeau</td>
<td>22 Glenwood Avenue, Saco</td>
<td>$12,100.00</td>
</tr>
<tr>
<td>3. William &amp; Janice MacKenzie</td>
<td>P.O. Box 74, Bar Mills, ME</td>
<td>$15,529.27</td>
</tr>
<tr>
<td>4. John B. Roberge</td>
<td>P.O. Box 18, Biddeford, ME</td>
<td>$35,100.00</td>
</tr>
<tr>
<td>5. Donald R. Bragdon</td>
<td>218 McKenney Road, Saco</td>
<td>$15,200.00</td>
</tr>
</tbody>
</table>
Article I, Sale of City-owned Real Property

§ 81-1 Definitions
As used in this article, the following terms shall have the meanings indicated:

CITY-OWNED PROPERTY  -- Includes land or buildings in which the City possesses the fee interest, including any land or buildings which the City legally acquires by foreclosure of tax or sewer liens.

§81-2 Procedure
Initiation. All requests for the City to consider selling any City-owned property, whether initiated by any City official or by a member of the general public, shall be submitted to the City Administrator in writing and shall specify the parcel by reference to its Tax Map and lot number. If from the general public, the application shall include the name, postal address and telephone number of the applicant and shall state the purpose for which the land is proposed to be used (if the applicant is a prospective purchaser).

B. Evaluation. The City Administrator shall refer such requests to the Planning Board for evaluation and a report to the City Council.

(1) All City-owned property shall be evaluated with regard to its present or potential usefulness to the City for streets, sewers and drains, for public buildings, for economic development purposes, for parks and natural areas or for other municipal and community uses. Factors to be examined shall include land area, overall shape, minimum dimensions, soil characteristics, slope, drainage, potential for flooding, the presence of wetlands, its potential for correcting neighborhood problems such as failing septic systems, road frontage, character of surrounding properties, economic development possibility, whether it is contiguous to other City land, future usefulness to the overall traffic circulation needs of the City and other features, as well as whether any easements should be retained across the property if it is to be sold.

(2) The Planning Board shall seek written comments on each parcel by the City Administrator, City Planner, Treatment Plant Superintendent, Code Enforcement Officer, Assessor, Finance Director, Public Works Director, Parks and Recreation Director, City Solicitor, Economic Development Director, the Conservation Commission and, if the property has commercial potential, the Economic Development Commission.

(3) The Planning Board shall integrate all of the comments submitted by the above-named City officials and shall prepare a written report to the Mayor and Council with its own recommendations.

(4) The Council shall review the report submitted by the Planning Board and any recommendation by the City Administrator and, at that point, may decide to retain the property. If the Council decides to retain a property, it may wish to consult with the City Attorney about title. If the Council has an interest in selling a City-owned property, it shall conduct a public hearing on the request to sell before any decision is taken to sell City-owned property. Written notification of the hearing shall be mailed, at least 10 days in advance, to all property owners within 200 feet of the perimeter of the subject parcel, and an advertisement shall be placed in a newspaper of general circulation at least seven days before the hearing.
### Parcel Value

<table>
<thead>
<tr>
<th>Item</th>
<th>Assessed Value</th>
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</thead>
<tbody>
<tr>
<td>Buildings</td>
<td>0</td>
</tr>
<tr>
<td>Xtra Bldg Features</td>
<td>0</td>
</tr>
<tr>
<td>Outbuildings</td>
<td>0</td>
</tr>
<tr>
<td>Land</td>
<td>32,600</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>32,600</strong></td>
</tr>
</tbody>
</table>

### Owner of Record

CITY OF SACO  
300 MAIN ST  
SACO, ME 04072

### Ownership History

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Book/Page</th>
<th>Sale Date</th>
<th>Sale Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF SACO</td>
<td>3479/ 246</td>
<td>3/11/1985</td>
<td>0</td>
</tr>
</tbody>
</table>

### Land Use

<table>
<thead>
<tr>
<th>Land Use Code</th>
<th>Land Use Description</th>
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</thead>
<tbody>
<tr>
<td>9030</td>
<td>MUNICPAL MDL:00</td>
</tr>
</tbody>
</table>

### Land Line Valuation

<table>
<thead>
<tr>
<th>Size</th>
<th>Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.54 AC</td>
<td>32,600</td>
</tr>
</tbody>
</table>

### Construction Detail

Building # 1  
STYLE: Vacant Land

### Building Valuation

<table>
<thead>
<tr>
<th>Living Area: 0 square feet</th>
<th>Replacement Cost: 0</th>
<th>Year Built:</th>
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</thead>
<tbody>
<tr>
<td>Depreciation: 100%</td>
<td>Building Value: 0</td>
<td></td>
</tr>
</tbody>
</table>
G. (First Reading) Zoning Ordinance Amendment – Urban Chickens

This proposed amendment to § 701 and Article 3 of the Zoning Ordinance would allow up to six chickens to be kept in a backyard henhouse and pen, with certain restrictions that would limit impacts on neighboring properties. A permit would be required from the Code Enforcement Office, renewed annually. Eggs would be for the homeowner’s use only, no roosters allowed, and clean, dry conditions must be maintained.

The Planning Board considered the proposed amendment on March 4, 2008, and made a positive recommendation for passage, with this added recommendation: that a 50 foot setback from all property lines be required. If not possible, then a minimum lot size of 1 acre is recommended.

Councilor Cote moved, Councilor Lovell seconded, that the City of Saco hereby approves the First Reading of the document titled, ‘Amendment to Zoning Ordinance Articles 3 and 7, §701-4, Domestic Chickens, dated June 2, 2009,” and further moves to schedule a Public Hearing for June 29, 2009. The motion passed with six (6) yeas and one (1) nay. Councilor Lovell voted in the negative.

‘Amendment to Zoning Ordinance Articles 3 and 7, §701-4, Domestic Chickens, dated June 2, 2009,”

Article 3. Definitions

**Chicken Pen**: a wire enclosure connected to a henhouse for the purpose of allowing chickens to leave the henhouse while remaining in an enclosed, predator-safe environment.

**Henhouse**: a structure for the sheltering of female chickens. An existing shed or garage can be used for this purpose if it is a conforming structure.

701-4. Domestic Chickens
The keeping or raising of a small number of domestic chickens shall be allowed on a non-commercial basis. The City recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and loose animals leaving the owner’s property. This section is intended to create standards and requirements that ensure that domestic chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept.

1) A permit is required from the Code Enforcement Office for the keeping of domesticated chickens. Additionally, a building permit is required for the construction of a henhouse and chicken pen, or the conversion of any existing structure or portion of structure. The permit is specific to the permittee, may not be assigned and shall be renewed annually. In the event that the keeping of chickens is discontinued for longer than six (6) months, the permit shall become void.

2) The maximum number of chickens allowed is six (6) per lot regardless of the number of dwelling units on the lot.

3) Only female chickens are allowed. There is no restriction on chicken species.

4) Chickens must be kept in a clean, dry and odor-free enclosure or fenced area at all times. During daylight hours, chickens may be allowed outside of the chicken pen in a securely fenced yard in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. Chickens shall be secured within the henhouse during non-daylight hours.

5) Henhouses and chicken pens shall only be located in rear yards, and are subject to a fifty (50) foot setback from all property lines. For a corner lot or other property where no rear yard exists, a side yard may be used as long as the 50 foot setback is met. If a property is configured such that the 50 foot setback cannot be met, a henhouse and chicken pen may still be allowed only for parcels one (1) acre or larger in area. A henhouse shall not be placed in a front yard.

6) Provision must be made for the storage and removal of chicken manure to the satisfaction of the Animal Control Officer. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more
than three (3) cubic feet of manure shall be stored at one time. In addition, the
henhouse, chicken pen and surrounding area must be kept free from trash and
accumulated droppings.

7) Odors from chickens or chicken manure shall not be perceptible at the property
boundaries.

Prohibited activities: no person shall sell eggs or engage in chicken breeding or fertilizer
production for commercial purposes. The slaughtering of chickens is prohibited.

Memorandum

To: Mayor Michaud, City Council, City Administrator Michaud
From: City Planner Bob Hamblen
Re: Amendments to Articles 3 and 7; Regulation of Chickens
Date: Meeting of June 15, 2009

A couple of observations on this chicken proposal: see a quick comparison of whether annual
permits are required by the Cities of Portland, South Portland and Westbrook, below, each of
which have made chicken-keeping an allowed use in the past couple of years.

Also, the maximum number of chickens allowed by each community, and setback
requirements for henhouses/chicken pens. Westbrook’s’ setbacks are the most involved – for
lots from 10,000 s.f. to 19,999 s.f. in area, up to 6 chickens may be kept, with more chickens
possible on larger lots.

Limited feedback received from the South Portland code office: 20 permits have been issued
since September, 2007. No complaints received in that time. If 20 foot setback can’t be met,
neighbors have more than once “signed off” and allowed lesser setbacks to be used.

<table>
<thead>
<tr>
<th></th>
<th>Saco</th>
<th>Portland</th>
<th>South Portland</th>
<th>Westbrook</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Permit</td>
<td>$25</td>
<td>$25</td>
<td>$25</td>
<td>No</td>
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<tr>
<td>Max allowed</td>
<td>6</td>
<td>6</td>
<td>6</td>
<td>From 6 to no limit based on lot size</td>
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H. Falls Development Subordination Agreement

Falls Development, the owner of the 61 Riverview Apartments on Water Street is seeking additional financing for their project. In order to allow for additional financing the city would have to subordinate its surplus cash note, which is in second position to Maine State Housing Authority debt. The city’s note of $890,301 is based on a loan of federal money (Urban Development Action Grant) in 1984.

No city funds were involved. City auditors wrote off the debt as uncollectible in 1993. Interest was capped in 1995 at the time of a previous subordination. Not one payment has ever been collected. Payments would only occur if there is surplus cash, under a 1995 formula, quite unfavorable to the city.

The staff and city attorney negotiated with the firm through January and proposed that the Council consider accepting a buyout of the note for $100,000. The Council rejected that proposal on February 2, 2009. Negotiations, including a meeting with the mayor and Councilor Lovell, with Dale McCormack, director of the Maine State Housing Authority, and Aaron Bateman, of Riverview, have led to a new proposal that would pay the city $150,000 for the buyout.

Councilor Lovell moved, Councilor Mills seconded that it be ordered that the City Council authorize the City Administrator to execute the document titled ‘Settlement Agreement’ by and between the City of Saco and Falls Development Associates Limited Partnership; and to execute the document titled, ‘Mortgage Discharge’, by and between the City of Saco and Falls Development Associates Limited Partnership, which releases and forever discharges the mortgage dated June 29, 1984, recorded in Book 3650, Page 49 of the York County Registry of Deeds, together with all obligations secured thereby. It is further moved to approve the Order. The motion passed with four (4) yeas and three (3) nays. Councilors Smith, Bastille and Tardif voted in the negative.

SETTLEMENT AGREEMENT

NOW COME the Parties, the CITY OF SACO (“The City”) a municipal corporation, 300 Main Street, Saco, Maine and FALLS DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, formerly known as Falls Development Associates (“Falls Development”), a Maine Limited Partnership, P.O. Box 3572, Portland, Maine 04104, who state as follows:

WHEREAS Falls Development owns certain property in Saco, Maine (35 Water Street, 40 Water Street) (hereinafter the “Premises”) and

WHEREAS the City of Saco holds a Mortgage of and upon the Premises to secure the repayment of a certain Promissory Note executed by Falls Development dated June 29, 1984, as modified by a certain Allonge dated August 31, 1995; and

WHEREAS Falls Development has proposed energy conservation improvements to the Premises with the funding to be provided by the Maine State Housing Authority (“MaineHousing”); and
WHEREAS in the course of the negotiations, The City and Falls Development have agreed to a payoff the Mortgage and Promissory Note for a stipulated price.

NOW THEREFORE, the Parties agree as follows:

1. **Note Repayment.** The City will accept $150,000.00 upon the execution and delivery of this document in full satisfaction and payment of the above-referenced Promissory Note, which Note the City will mark as “Paid in Full” and delivered to Falls Development simultaneously with said payment.

2. **Mortgage Discharge.** Upon payment of the Promissory Note, the City will cause to be delivered to Falls Development a properly executed discharge of the Mortgage (See Book 3650, Page 49 of the York County Registry of Deeds) held by Saco upon the Premises, said discharge in materially the form attached hereto as Tab 1, together with any other releases or discharges required to clear the record of any continuing security interests of The City.

3. **City Inspection.** Falls Development has cooperated in the past when and upon those occasions the City needed to review or inspect the premises. Falls Development agrees to maintain that approach by allowing the City Code Enforcement Officer, and any Assistant Code Enforcement Officers, full access to the designated portion of the Premises within 48 hours or less of any verbal or written request made by such City official. Provided, however, that access to occupied units shall proceed only according to Maine law and with the tenant’s permission and such access may otherwise be limited by applicable Maine law or regulation beyond the control of Falls Development.

4. **Housing Mix.** The Parties want to see a strong, economically vital project at the Premises providing quality affordable housing for the City and its residents. Towards that end, the City understands and agrees that some units must remain leasable at market rates so that the owner can prosper and afford to maintain a sound mix of non-market rate units with marketable units.

Both Parties are therefore mindful and accept guidance provided by MaineHousing regarding the current mix of market and non-market rate units, to wit:

“There is no plan to subsidize 100% of the units in that development or even to subsidize one more unit than is currently subsidized. MaineHousing currently has, and for financial reasons must continue to have, the flexibility to structure unit rents in such a way as best suits the needs of the development.”

5. **Final Agreement, Integration.** This Settlement contains all the terms and conditions between the Parties, and is intended as a complete and final settlement of all the existing debt owed the City of Saco. There are no other promises, terms or conditions, or obligations between the Parties other than those contained herein.
Dated at Saco, Maine this ____ day of June, 2009.

WITNESS: FALLS DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, a Maine limited partnership

By: Dictar Associates, Inc., as its General Partner

____________________________________________________
By: David H. Bateman
Its: President

Print Name

By: Dictar Associates Inc.

____________________________________________________
By: David H. Bateman
Its: General Partner

Print Name

CITY OF SACO

____________________________________________________
By: Richard Michaud
Its: City Administrator

Print Name

STATE OF MAINE CUMBERLAND, ss. June ___, 2009

Then personally appeared before me David H. Bateman, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the FALLS DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, and of its General Partners, and of his authority herein to act on their respective behalf.

Before me,

____________________________________________________
Notary Public/Attorney At Law

STATE OF MAINE YORK, ss. June ___, 2009
Then personally appeared before me Richard Michaud, City Administrator of the City of Saco, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the CITY OF SACO, and of his authority herein to act on its behalf.

Before me,

_____________________________
Notary Public/Attorney At Law

January 27, 2009
To: Mayor Michaud and City Councilors
From: Peter Morelli
Re: Riverview Apartments – Falls Development subordination request

On August 5, 2008 Aaron Bateman, president of Falls Development, asked that the city sign a subordination agreement which would allow Falls to borrow an additional $490,000 from Maine State Housing Authority in order add solar panels and energy improvements to their Riverview Apartments, which is 61 units at 35 and 40 Water Street. Falls Development is a for-profit developer and manager of low income housing. Some may be familiar with their corporate parent, Dictar.

To subordinate a loan means to allow additional debt to another party to be paid before the city’s debt is paid.

In researching the request I discovered that the city has a longstanding mortgage note for $890,301.45. This results from the city having lent the developer $750,000 of federal money from the Urban Development Action Grant Program (UDAG) in 1984. This note is in a second position to MSHA’s debt. Not one payment has been made since the original loan of federal money in 1984. The note was capped in 1995 at $890,301, which is unpaid interest and principal from 1984 to 1995. The city’s auditors wrote off the debt as uncollectible in 1993.

It should also be noted that the original 1984 mortgage note had poor terms which allowed payments on the city’s second mortgage to be deferred without interest “in any year the operating revenues of the Project are not sufficient, after payment of operating expenses” and paying the first mortgage to MSHA. The current principal balance in MSHA first mortgage is $2,910,350 with interest accruing daily.

A 1995 subordination request led to a rewrite of the loan agreed to by the City Council. At that time the project was days away from foreclosure. The City was reluctant to put the project into default because no buyer was likely to pay more for the project than MSHA’s large debt and a large amount of back taxes ($160,000) were unpaid. Finance Director Dan Watkins in 1995 characterized the City Council’s decision on whether to force foreclosure or accept an agreement to keep the city’s note in second position as “a tossup.” Watkins was prescient when he wrote that with the agreement the city “keeps its foot in the door.” The 1995 agreement anticipated some payments from surplus cash flow. However, no payments have resulted from that agreement. The project
has not generated sufficient surplus cash flow to require any payments since the 1995 rewrite.

I began negotiating with Mr. Bateman in August and was soon joined by Tim Murphy, who has been dogged for six months in representing the city’s interests. We spent much of the time trying to negotiate a deal that would pay at least a small amount periodically and that the remaining amount would become due in 30 years, when the company had paid off MSHA. Many other provisions would have protected the city’s interests. For instance, Falls (and/or MSHA) tried repeatedly to insert provisions that would allow future additional debt (beyond the solar panels) ahead of the city’s, but we would not agree. Several times we thought we were close to an agreement with Falls Development, through its attorney. But each time something in the agreement was either unsatisfactory to MSHA or attributed to MSHA by Falls Development. (MSHA has not talked directly to the City since the earliest days of the negotiation.)

Falls appealed to the city administrator and then Mayor Michaud, both of whom reviewed the case and told us to keep working at it.

Last week Mr. Bateman said that the company had become frustrated with the inability to agree on details and suggested a non-negotiable cash payment of $90,000. Of course, we continued to negotiate.

Mr. Bateman is now offering $100,000. Rick Michaud, Tim and I recommend to the Council that the City accept the $100,000 payment.

The settlement would also maintain the main non-financial provision of the 1995 agreement between MSHA and Falls Development. That limits the percentage of low income units, as follows: “Developer agrees to restrict 40% of the units of the Development to be occupied by households at 60% of area median income and an additional 20% of the units to be occupied by households at 80% of area median income.”

That was an increase from the original 1985 agreement which limited the number of low income units, although I am unclear on the exact number. Former Mayor Mark Johnston has brought that to our intention and indicates that the reason for the limit was to maintain a mixed income character in the Water Street neighborhood. It is also considered good city planning and housing practice to encourage mixed income projects, rather than large concentrations of subsidized units.

In reviewing this decision councilors should consider the following:

- The city’s debt is in second position to a large MSHA mortgage.
- The city can only collect if the developer sells or if the owner makes a voluntary payment.
- The only time that the owner is likely to agree to a voluntary payment is when he needs a subordination agreement.
- Each time the city has reviewed this, in 1989, 1993, and 1995, it has come away with nothing or value.

This is a short version of a very long story which began in 1983. Attached are a few key documents. There is 5-inch thick file of documents related to this matter if this package does not provide sufficient information for the Council’s review.
MORTGAGE DISCHARGE

NOW COMES the CITY OF SACO, a municipal corporation, 300 Main Street, Saco, Maine, which for one dollar and other good and valuable consideration paid by FALLS DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP (formerly known as Falls Development Associates), a Maine Limited Partnership with an address of P.O. Box 3572, Portland, Maine, herein remises, releases and forever discharges a certain mortgage it holds on certain parcels of land in Saco, Maine, said mortgage dated June 29, 1984, and recorded in Book 3650, Page 49 of the York County Registry of Deeds, together with all obligations secured thereby.

MEANING AND INTENDING to forever waive, release and discharge any and all claims against said party and said property, which relate to or arise from a certain Promissory Note dated on June 29, 1984, which Note was modified by an Allonge dated August 31, 1995, and the herein above referenced mortgage, executed as security therein.

NOW WITNESS the hand and seal of its City Administrator, Richard Michaud, this ___ day of May, 2009.

WITNESS: CITY OF SACO:

__________________________________________
___________________________
Richard Michaud
City Administrator

Print Name

STATE OF MAINE May ___.
2009
YORK, ss.

Then personally appeared before me Richard Michaud, who gave oath and acknowledged the foregoing to be his free act and deed, and the free act and deed of the CITY OF SACO, and of his authority herein to act on its behalf.

Before me,

_________________________________________
Notary Public/Attorney At Law
I. Municipal Solid Waste Contract Renewal

The city’s contractor for recycling and Municipal Solid Waste (MSW) curbside collection has offered to extend the current contract through fiscal year June 30, 2016. The current contract will expire in January of 2010. Staff has redrafted the contract to correct language and conditions as they exist today.

Staff has added language for the following:

- Cart damaged by the contractor will be reimbursed
- Language for the future addition of Recycle Bank
- Change of disposal site to ecomaine
- CPI language
- Fuel cost adjustments
- Initial service area

Councilor Cote moved, Councilor Mills seconded that it be Ordered that the City Council authorize the City Administrator to execute the document titled, “City of Saco Contract for Curb-side Waste and Recycling Collection Services, dated July 1, 2009. It is further moved to approve the Order. The motion passed with six (6) yeas and one (1) nay. Councilor Tardif voted in the negative.

CO CONTRACT FOR CURB-SIDE WASTE AND RECYCLING COLLECTION SERVICES

This Contract made and entered into this July 1, 2009, by and between the City of Saco, Maine, a municipal corporation in the County of York, State of Maine (hereinafter called the “City”), and Blow Bros. d/b/a BBI Waste Industries, Inc., a Maine corporation with a principal place of business in Old Orchard Beach, Maine (Hereinafter called the “Contractor”).

Witnesseth:

WHEREAS, the City desires a long term contract with Contractor for the curbside collection of solid waste and recycling materials; and,

WHEREAS, the parties hereto have negotiated an agreement for curbside collection of solid waste and recyclable materials in the City which Contract is advantageous to both parties;

NOW THEREFORE, the Contractor and the City for and upon the conditions, covenants and consideration stated herein, agree as follows;

ARTICLE I: DEFINITIONS
**Acceptable Waste:** That residential solid waste customarily produced by households but excluding all “unacceptable waste” as defined hereunder.

**Bankruptcy:** Shall mean the voluntary or involuntary filing by or against either party of any matter, action or proceeding in U.S. Bankruptcy Court under any code or chapter of the United States Code, including those governing insolvency and protection from creditors.

**City:** Shall mean the City of Saco, its City Council, its Administrator, and its employees.

**Containers:** Shall mean certain solid plastic receptacles used for holding solid waste and certain recyclables.

**Contract:** Shall mean the City’s Request for Proposal, any Contract Specifications, this Contract and referenced exhibits and any addenda or changes to the foregoing documents agreed to, in writing alone, by the City and the Contractor.

**Contractor:** Blow Bros. d/b/a BBI Waste Industries of Old Orchard Beach, Maine.

**Disposal Site:** The disposal site for both MSW and Recyclable Materials is ecomaine, located at 64 Blueberry Rd, Portland, ME 04101

**Execution Date:** Shall mean the date this document is executed by the City Administrator following approval and vote by the City of Saco City Council.

**Existing Contracts:** The current agreement between the parties dated November 25, 2002.

**Flow Control:** An ordinance enacted by the City regulating the collection and disposal of solid waste.

**Hazardous Waste:** Waste with inherent properties which make such waste dangerous to manage by ordinary means, including, but not limited to, chemicals, explosives, Pathological Waste, radioactive waste, toxic wastes and other wastes defined as hazardous or “special” at any time during the term of this Agreement by the State of Maine or under the Resource Conservation and Recovery Act of 1976, as amended, or other Federal State or local laws, regulations, orders, or other actions promulgated or taken at any time and from time to time; or any material which, if transported and disposed, would be deemed hazardous at any time during the terms of this Agreement by the State of Maine or under the Resource Conservation and Recovery Act of 1976, as amended, or other Federal, State or local laws, regulations, orders, or other governmental actions promulgated or taken at any time and from time to time.
**Initiation Date:** Shall mean the date upon which the Contractor begins the performance of collections hereunder, which date shall be fixed for the purposes of this Contract as July 1, 2009.

**Insolvency:** Shall mean a party’s inability to pay its debts as they mature.

**Overflow:** Waste set out for collection that exceeds the capacity of City supplied containers; but shall only apply to those residential uses within the service area.

**Pathological Waste:** Waste consisting of human and/or animal remains, body parts, tissues, organs, blood, excrements, secretions or bodily fluids, and/or so-called red bag or biomedical wastes or products, waste which contains infectious materials, waste which contains any disease producing or carrying agent, material or organism, isolation wastes, cultures and stock of etiological agents, waste generated by surgery or autopsy performed on any animal or human, sharps, dialysis waste and any wastes that were in contact with pathogens, waste biological such as vaccine materials, animal agents or bedding or equipment or other equipment, parts or specimens and fomites, any disease causing material whether or not defined as an etiological agent. Pathological waste shall be defined as all of the above regardless whether such materials have been treated, pre-treated, sanitized, disinfected, auto-claved, irradiated, microwaved or otherwise rendered inert, it being the express intent of the parties that no such waste be collected.

**Recyclable Materials:** All paper, metals, glass and plastics identified in the City’s mandatory recycling program as set forth in Exhibit 1, made a part hereof.

**RecycleBank:** RecycleBank is a rewards program that awards residents for participation in the curbside recycling program.

**Residential Uses:** For the purpose of both curbside solid waste collection and for recycling collection, residential uses shall include single family, duplex and multi-family dwellings of up to and including six (6) units which are located on public ways, any condominium association having a collection agreement with the City, or other residential groups that may be added during the course of this agreement.

**Service Area:** Those areas of the City of Saco as set forth in Exhibit 2, where Contractor is authorized and required hereunder to pick up solid waste and recyclable materials.

**Unacceptable Waste:** All waste listed below:

1. Abandoned or junk vehicles, trailers, agricultural equipment, boats and parts thereof.
2. Tires
3. Hazardous Waste as defined above
4. Demolition or construction debris
5. Putrefied Waste
6. Pathological Waste as defined above
7. Water treatment residues or by products of any kind.
8. Tree stumps
9. Universal Waste including electronics, mercury or lead containing waste, agricultural pesticides that have been recalled or banned from use, nickel-cadmium or lead-sealed batteries, lamps (fluorescent, neon, high density discharge, mercury vapor, metal halide, and high pressure sodium) cathode ray tubes (television and computer monitors), mercury thermometers and thermostats.
10. Those wastes listed as unacceptable pursuant to the City’s Contract dated July 1, 2007 with ecomaine, a copy of which has been provided to the Contractor.

ARTICLE II: SPECIFIC TERMS

Term: This contract shall run for a term of seven (7) years. The Initiation Date shall mark the yearly anniversary of the Contract, as well as the date upon which payment obligations shall be set for each year of the Contract. Following the execution of this Contract, the Parties shall remain bound by the terms and conditions of their existing Contract until July 1, 2009. The Initiation Date shall mark the time at which the terms and conditions of this Contract shall first take effect, and the time at which the Existing Contract shall forever cease to bind the parties.

Extension of contract: This Contract may be extended upon an affirmative vote of the Saco City Council and agreement from the Contractor.

Price: For performance of the services and covenants contained and set forth herein, City shall pay Contractor the sum of five hundred and eighty-one seven-hundred and forty five dollars. $581,745 per annum for municipal solid waste and recycling collection subject to the price adjustment set forth below.

Said fee shall be payable on a monthly basis payable through the submission of invoices as detailed hereunder.

Basic Method of Payment: The Contractor shall bill the City within thirty (30) days of the end of each contract month for an amount calculated at one-twelfth (1/12) the annual contract rate. The City shall remit payment within thirty (30) calendar days of the invoice date.

Price Adjustment: The price paid to Contractor hereunder shall be adjusted annually by 95 percent of the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. The five percent taken out of the CPI-U Northeast B shall represent the changes in fuel prices that will be compensated in the fuel surcharge. Notwithstanding the preceding, no single, annual adjustment will exceed 7% in any one year.
The parties will negotiate reasonable contract modifications, including modifications of cost, should the City add or detract from the list of rights of way set forth in Exhibit 2; should the City alter the scope or definition of the “residential services”; should the ecomaine facility close operations or become unavailable for disposal of the City’s waste for any reason; or should the parties determine the methods of collection described herein are not advantageous to the City or the Contractor.

**Additional Streets**: Additional households on streets that are added after the start date of this contract shall cost eighty five dollars and fifty four cents ($85.54) per household per year and will be added into the bill to the City. These streets will be agreed upon by the Contractor and the City and will require a written amendment from the City to the Contractor when a new street is accepted. This price will hold for the first year of the contract and will adjust annually based on the increase in the CPI.

**Fuel Surcharge**: See Exhibit 3 for a full definition of the Fuel Surcharge.

**Petition for unusual or unanticipated costs or savings**: The Contractor may petition the City for rate increases on the basis of unusual or unanticipated changes in the cost of operations. A petition for a rate increase for unusual or unanticipated costs shall be based solely on new or revised laws, ordinances or regulations.

**Exclusive Right**: During the term of the Contract, and as long as the Contractor is not in default, Contractor shall enjoy the exclusive right to collect and dispose of the City’s residential solid waste and residential recyclable materials located within the service area described herein.

**Exclusive Title**: During the term of the Contract and as long as Contractor is not in default, title to all solid waste and recyclables collected pursuant to these terms and this Contract shall remain with the City until such material is tipped and disposed of at the facility designated by the City for such disposal.

**Compliance with Applicable Laws**: The Contractor shall fully comply with all applicable federal, state and municipals laws, statues, ordinances, acts, regulations and permits, including the City’s Flow Control Ordinance.

**Change in Ownership**: In the event that the Contractor’s business assets are sold, the City maintains the right to terminate this Agreement without fee, penalty or condition. Such decision is solely within the discretion of the City.

**Bankruptcy**: The parties agree the Contractor’s insolvency, voluntary or involuntary bankruptcy, shall constitute repudiation, unwillingness and inability to perform hereunder and an immediate default of this Agreement. The default shall not be abated until the Contractor provides adequate assurances and guarantees sufficient to the City that all required performances hereunder shall be met on a regular and timely basis.
**Force Majeure:** Neither Contractor nor the City shall be liable for the failure to perform their duties nor for any damage, loss, etc. if such failure is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar contingency beyond the reasonable control of the Contractor or City.

If such circumstances persists for more than ten (10) days or if after their cessation the Contractor is unable to render substantial performance for a period of thirty (30) days, the City may terminate the Contract upon written notice, and all obligations hereunder shall cease.

**Indemnity:** The Contractor will defend, indemnify and hold harmless the City, as well as its officials, officers, agents and employees, from any and all suits, actions, legal proceedings, claims, causes of action, demands, damages, and costs, including but not limited to attorney’s fees, related to, arising from, or in any way pertaining to Contractor’s performance of this contract or its obligations hereunder.

**Insurance:** The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits of Liability</th>
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<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
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<tr>
<td>Employer’s Liability</td>
<td>$1,000,000</td>
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<tr>
<td>General Liability</td>
<td></td>
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<tr>
<td>Bodily Injury</td>
<td>$2,000,000 (in the aggregate)</td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
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<tr>
<td>Motor Vehicle Liability</td>
<td>$1,000,000</td>
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<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage</td>
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All insurance will be placed with insurers acceptable to the City and authorized to do business in the State of Maine. Prior to the commencement of work, the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. The City shall be carried as a named insured on all applications and policies.

**Impermissible Collection:** Contractor may not collect or commingle any solid waste or recyclables gathered within the service area with waste, solid waste, recyclables or any other materials, from outside the service area, or from any other municipality, town or city. The tipping of any such commingled waste shall constitute a breach of this Contract and shall be subject to the agreed upon liquidated damages.

1. First Offense $500.00
2. Second Offense $1,000.00
3. Any Offense Thereafter $5,000.00

Upon the third offense, the City reserves the additional right to terminate the Agreement.

**Damaged Carts:** BBI Waste will compensate the City for carts that are damaged during the term of the Contract. The City will send BBI a bill on a quarterly basis, including a copy of the tracking spreadsheet that states when the carts were damaged. The charge for damaged carts will be based on the most current cost for replacement from Schaefer Carts.

**RecycleBank:** The City would like to retain the option to enter into a contract with RecycleBank that may require some modifications or retrofitting of Contractor's equipment.

**ARTICLE III: SERVICES, OPERATIONS, AND PERFORMANCE**

**Service Provided:** The Contractor shall provide curb-side collection of solid waste and recyclable materials for all eligible residential units within the service area on a weekly basis, or by such other times and methods as may be approved by the City and the Contractor. It shall be the resident’s responsibility to place City-provided containers (or bags as described further herein) by 6:00 a.m. on the collection day.

**The Contractor may refuse to collect:** Any items placed in a recycling container that are not recyclable materials as defined herein, or which are contaminated. When the Contractor refuses to collect any recyclable materials, the Contractor shall leave a written notice attached to the container explaining why any particular items went uncollected.

The Contractor may also refuse solid waste which is unacceptable waste as defined hereinabove, or is sufficiently contaminated with unacceptable waste that such collection disposal would violate the terms of this Contract and the City’s agreement with ecomaine.

**Area to be Served:** The area to receive the service of residential curbside collection shall include all eligible households in the City.

**Hours of Collection:** The Contractor’s hours of collection shall run from 6:00 a.m. to 5:00 p.m. Monday through Friday. Extensions passed 5:00 p.m. may be made when the Contractor has reasonably determined that an exepction is necessary to complete collection of an existing route due to holidays, unusual circumstances or upon the mutual agreement of the City and the Contractor.

**Disposal Site:** The Contractor shall only deliver solid waste and recyclables to disposal facilities designated by the City. On the yearly anniversary of the
Contract the City shall provide written notice to Contractor as to its designated disposal site(s) for solid waste and for recyclables.

**Routes and Schedule of Collections**: The Contractor shall provide the City with maps and schedules of residential collection routes. In the event of changes approved by the Public Works Director in routes or schedules that will alter the day of pick-up, the Contractor shall publish two (2) local newspaper of general circulation notice of the change prior to implementing.

Not less than three (3) days after commencing service, the Contractor agrees to furnish for the City’s approval the initial schedules and maps of all routes to be used in service area. Any changes in routes and/or schedules will also be subject to the City’s approval.

The Contractor shall maintain the routes which existed prior to the effective date of this Contract until full notification of the change of routes can be made as required above.

**Holidays**: The following holidays will be observed as non-collection days by the Contractor: Thanksgiving Day, and Christmas Day. By December 15th of each contract year, the Contractor shall provide the City with a plan detailing the holiday pickup schedule. This plan shall be approved by the Public Works Director or his/her designee before Contractor implements it.

The suspension of collection services on any holiday in no way relieves the Contractor of it’s obligation to provide collection service at least once per week for all residents. If the Contractor chooses not to provide collection services on any other holiday, the Contractor shall so advertise these changes in at least two (2) newspapers of general circulation in the community.

**Overflow**: The Contractor shall not be obligated to collect overflow, provided however it shall be required to collect overflow on the first collection day following the Thanksgiving holiday and Christmas holiday.

**Storms/Emergencies**: In the event of a qualifying storm or emergency as declared by Saco’s Public Works Director, and following consultation with Contractor, Contractor shall institute contingency plans to collect as soon as feasible any solid waste that went uncollected during the storm or emergency including placing extra trucks on routes, extending hours of operation, and any other reasonable steps to minimize disruption of normal services.

**Complaints**: The Contractor shall receive and respond to all complaints regarding services provided under this Contract including those for missed collections. Any complaints received by the City will be directed to the Contractor’s office. Should a complaint go unresolved for longer than three (3) days, the City will have the right to demand an explanation or resolution to its satisfaction.
**Monthly Reporting**: The contractor shall provide to the Recycling Coordinator monthly performance reports. Such reports shall detail the following information:
1. All excessive wait times at ecomaine;
2. All complaints received and corrective action taken;
3. Number of stops made per date (on a semi-annual basis)

**Notification of Residents**: The Contractor shall inform all residents as to complaint procedures, services provided for as set forth in this Contract, and day(s) for scheduled refuse collection by public notice as provided above in the section Routes and Schedule of Collection.

**Collection Equipment**: An adequate number of vehicles shall be provided by the Contractor. The vehicles shall be equipped with industry-standard, American-style, semi-automated lifters for the purpose of emptying City-provided containers purchased specifically for solid waste and recycling collection. Said vehicles will be licensed in the State of Maine within ten (10) days of the date the vehicle is put in service and shall operate in compliance with all applicable state, federal, and municipal regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of the Contractor plainly visible on both cab and doors. Each vehicle shall be uniquely numbered in lettering at least six (6) inches high and four (4) inches wide. The letter shall be in a color which sharply contrasts with the color of the truck. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded.

The City covenants it shall supply to all residents within the service area containers that are compatible with Contractor’s collection equipment.

**Personnel**: The Contractor shall require his employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear clothing clearly labeled with the name of the company and employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. All personnel shall wear reflective vests or clothing when working in city streets.

The Contractor’s employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all times, carry a valid driver’s license for the type of vehicle he is driving.
The City shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties.

Handling of waste containers shall be done with respect to private property. At no time shall containers be thrown, tossed or skidded. Containers once empty, shall be placed upright in the Contractor’s preferred location for collection.

**Office**: The Contractor shall maintain a local office or other facility, not necessarily within City limits, through which the Contractor can be contacted, where service may be applied for, and complaints can be made. Such office or facility shall be equipped with adequate telephone communications (including a local phone number), shall have at least one (1) responsible person in charge and present during collection hours, and shall be opened during regular business hours.

**ARTICLE IV: SPECIAL CONCENANTS AND SEVERABILITY**

**Notice**: A letter properly addressed and sent by certified mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

**Address for notices to City**:  
City of Saco  
Public Works Director  
300 Main Street  
Saco, ME 04072

**Address for notices to Contractor**:  
BBI Waste Industries  
P.O. Box 510  
Old Orchard Beach, Maine 04064-0510

**Illegal and Invalid Provisions**: Should any term, provisions or other part of this Contract be declared illegal it shall be and modified to conform to the appropriate law or regulations or excided from said contract. Should any term, provision or other part of this Contract be held to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and invalid provisions, the remainder of the Contract shall stay in full force and effect.

**Amendment of the Contract**: No modification or amendment of the terms of the Agreement shall be effective unless they are in writing and signed by the authorized representatives of each party.

**Binding Effect**: The provisions, convenants, and conditions in the Contract shall bind the parties, as well as, their heirs, representatives, successors and assigns.
**Merger Clause:** This agreements, as set forth in the Contract documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provions or term of this Contract, and shall not bind the parties hereunder.

**Waivers:** A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any other provision or breach. No payment or acceptance of full or partial compensation for any period subsequent to breach shall be deemed a waiver of any rights.

**Assignment of Contract:** No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without express written consent of the City.

**Nondiscrimination:** The Contractor, including all its agents, employees, personnel shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**Permits, License, and Taxes:** The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the City) and promptly pay all taxes required by the City.

**Failure to Perform:** If the Contractor fails to perform, or fails to perform in a satisfactory manner, or fails to perform accordance with applicable laws, statutes, ordinances, regulations and permits, or performs in such a manner as to cause a suspension of the City’s right to deliver to its designated disposal sites(s), the City may demand, in writing, adequate assurance from Contractor that steps be taken to correct and abate the problem or non-performance. The Contractor must within five (5) days of receipt of such demand meet with the Public Works Director to explain and resolve the failure, non-performance, delay, or substandard performance. If the Public Works Director deems the Contractor’s explanation and assurances insufficient, he shall advise the Contractor in writing, of such insufficiency and declare a default hereunder.

**Termination Provision:** A party may terminate this contract for cause (breach of a material condition herein such as non-performance by the Contractor or non-payment by City) provided, however, that the defaulting party has had 30 days to remedy or cure the default and such breach remains or has not been cured.

**Dispute Resolution:** Any controversy or claim arising out of or relating to this agreement, its interpretation, or breach thereof, may be settled by mediation. If however, mediation fails, then said dispute shall be resolved by binding arbitration.

IN WITNESS WHEREOF, the parties have executed this agreement on the
Day of _____________, 2009

WITNESS: Lucette Pellerin
City Clerk

CITY OF SACO:

Richard Michaud
City Administrator

WITNESS: Arthur St. Hilaire
President, BBI Waste Industries

EXHIBIT 1

1. Newsprint
2. Old mail
3. Catalogs
4. Paperback books
5. Magazines
6. Office paper
7. Paperboard
8. Boxes
9. Paper bags
10. Corrugated cardboard
11. Paper egg cartons
12. Milk cartons
13. Juice cartons
14. All #1 and #2 rigid plastic containers
15. Milk jugs
16. Water jugs
17. Detergent bottles
18. Bleach bottles
19. Clear and colored glass bottles
20. Metal cans
21. Aluminum
22. Ecomaine may, from time to time, add materials to this list.
EXHIBIT 2
The Service Area shall include all public rights of ways within the geographical limits of the City and any condominium association or trailer park properly identified by the City. This list will be agreed upon by both the Contractor and the City on a semi-annual basis. A list of these public roads and condominium associations will be held at the Public Works.

**Saco's Public Streets**

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Street Name</th>
<th>Street Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abby Ln</td>
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</tr>
<tr>
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<td>Fides Dr</td>
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<td>Charles Rd</td>
<td>Fieldcrest Dr</td>
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<td>Chelsea Cir</td>
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<td>Forest St</td>
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<td>Coolidge Av</td>
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<td>Glenhaven Cir</td>
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<td>Country Woods Rd</td>
<td>Glenhaven Cir West</td>
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<td>Courtlynn Cir</td>
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<td>Hillview Av</td>
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<td>Lina Av</td>
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<td>School St</td>
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<td>Seafields Ln</td>
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<td>Sean Pl</td>
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<td>Olive St</td>
<td>Seaside Av</td>
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<td>Outlook Av</td>
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<td>Shepard Av</td>
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<td>Park Rd</td>
<td>Shirmel Cir</td>
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<td>Park St</td>
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<td>Paul St</td>
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Sofia Rd  Whitten Dr
South St   Wildwood Dr
Spring Hill Rd  Willey Rd
Spring Rd  William Av
Spring St  Willow Av
Spruce St  Winding Brook Ln
Stacy St  Windy Point Ln
Steeple Dr  Winter St
Stockman Av  Winter St Ext
Stockman Av  Wood Av
Stone St  Woodcock Av
Storer St  Woodland Av
Stuart St  Woodman Av
Sullivan Ln  Woodside Av
Summer St
Sunrise Av
Sunset Av
Surf St
Sweet St
Sylvan Av
Tall Pines Dr
Tall Pines Ln
Tapley Rd
Tasker St
Temple St
Therrien Av
Thornton Av
Thunder Rd
Tiffany Ln
Timber Oaks Ln
Union St
Ura St
Vernon St
Victor Av
Village Green Dr
Vines Rd
Virginia Av
Vivian St
Wakefield Av
Washington Av
Water St
Watson Mill Rd
Waycott Way
Wedgewood Dr
Wendy Way
West Av
Westward Ln
Weymouth St
Wharf St
### Condos included in this Contract

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<thead>
<tr>
<th>Condo Name</th>
<th># of Units</th>
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<tbody>
<tr>
<td>Blue Haven Mobil Home Park</td>
<td>250</td>
</tr>
<tr>
<td>Cornforth Condos</td>
<td>12</td>
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<tr>
<td>Garfield Commons</td>
<td>14</td>
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<tr>
<td>Hidden Fields Estates</td>
<td>10</td>
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<tr>
<td>Oak Grove Condos</td>
<td>13</td>
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<tr>
<td>Saco Bay Estates</td>
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<tr>
<td>Saco Commons</td>
<td>12</td>
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<tr>
<td>Sawyer Woods</td>
<td>32</td>
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<td>Shannon Woods</td>
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<td>Sierra Woods</td>
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<tr>
<td>Stonegate Condos</td>
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<td>Strawberry Fields</td>
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<td>Willow Grove</td>
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<td>Winfield Commons</td>
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### Recycling Only

<table>
<thead>
<tr>
<th>Condo Name</th>
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<td>Park Loft Condos</td>
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<tr>
<td>Park Street Condos</td>
<td>33</td>
</tr>
<tr>
<td>Sunfield Condominiums</td>
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</table>

### Businesses with MSW collection

<table>
<thead>
<tr>
<th>Business Name</th>
<th># of Business</th>
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<tbody>
<tr>
<td>First Parish Church</td>
<td>3</td>
</tr>
<tr>
<td>Richardson and Associates</td>
<td>1</td>
</tr>
<tr>
<td>Cozy Haven Motel</td>
<td>1</td>
</tr>
<tr>
<td>Clean Water Services</td>
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<tr>
<td>Ingraham Title Co.</td>
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<tr>
<td>Signature Realty</td>
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<tr>
<td>Results Engineering</td>
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<tr>
<td>NE Business Association</td>
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### Businesses with Recycling Only

<table>
<thead>
<tr>
<th>Business Name</th>
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<tbody>
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<td>Saco Motel</td>
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<tr>
<td>Greg Dumas</td>
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<tr>
<td>Volunteers of America</td>
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<tr>
<td>Beach Counseling and Psychotherapy</td>
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<tr>
<td>Prudential Prime Properties</td>
<td>1</td>
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<tr>
<td>Girls Softball and Little League</td>
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<tr>
<td>Begin and Associates</td>
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<tr>
<td>Family Eye Care</td>
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<td>Saco Sport and Fitness</td>
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<tr>
<td>Little Footsteps Child Care Center</td>
<td>1</td>
</tr>
<tr>
<td>Anne Harris</td>
<td>1</td>
</tr>
<tr>
<td>York County Counseling</td>
<td>4</td>
</tr>
<tr>
<td>Acapello Salon</td>
<td>2</td>
</tr>
</tbody>
</table>
Total additional Units  654  
EXHIBIT 3  
The following is the calculation for the fuel surcharge that will compensate the Contractor should the price of diesel rise above three dollars ($3) a gallon.  
Assuming that A equals the current fuel prices; B equals the base price, or the fuel price at the time of the contract; and C equals the average miles per gallon for the vehicle under contract.  
\[
\frac{(A - B)}{C} = \text{fuel surcharge}
\]

The garbage truck gets about 1.8 MPG
The recycling truck gets about 4 MPG
So our fuel surcharge is this:

\[
\frac{(4.889 - 3.00)}{1.8} = \$1.05/\text{mile traveled.}
\]

\[
\frac{(4.889 - 3.00)}{4.0} = \$0.47/\text{mile traveled.}
\]

The current fuel prices will be assessed on a monthly basis and will come from the following:
http://tonto.eia.doe.gov/oog/ftparea/wogirs/xls/psw18vwall.xls

The miles per gallon for the garbage and the recycling truck will be checked on a bi-annual basis. The fuel surcharge will be calculated on a monthly basis.
CONTRACT FOR CURBSIDE SOLID WASTE AND RECYCLING COLLECTION SERVICES

This Contract made and entered into this __1/25/02____, by and between the City of Saco, Maine, a municipal corporation in the County of York, State of Maine (hereinafter called the “City”), and Blow Bros. d/b/a BBI Waste Industries, Inc., a Maine corporation with a principal place of business in Old Orchard Beach, Maine, (hereinafter called the “Contractor”).

Witnesseth:

WHEREAS, the City desires a long term contract with Contractor for the curbside collection of solid waste and recyclable materials, and,

WHEREAS, the parties hereto have negotiated an agreement for curbside collection of solid waste and recyclable materials in the City which Contract is advantageous to both parties;

NOW THEREFORE, the Contractor and the City for and upon the conditions, covenants and consideration stated herein agree, as follows;

ARTICLE I: DEFINITIONS

Acceptable Waste: That residential solid waste customarily produced by households but excluding all “unacceptable waste” as defined hereunder.

Bankruptcy: Shall mean the filing by either party of any matter, action or proceeding in U.S. Bankruptcy Court under any code or chapter of the United States Code, including those governing insolvency and protection from creditors.

City: Shall mean the City of Saco, its City Council and Administrator.

Containers: Shall mean certain solid plastic receptacles used for holding solid waste and certain recyclables.

Contract: The Contractor’s Proposal, Contract Specifications, this Contract and referenced exhibits and any addenda or changes to the foregoing documents agreed to, in writing alone, by the City and the Contractor shall constitute the Contract.

Contractor: Blow Bros. d/b/a BBI Waste Industries of Old Orchard Beach, Maine.

Curbside: Shall mean that portion of the right of way adjacent to paved or traveled roadways, alleys and streets.

Disposal Site: A refuse depository licensed and permitted by the State of Maine (or other applicable jurisdiction) intended for the processing and final disposal of solid waste.

Execution Date: Shall mean the date executed by the City Administrator following approval and vote by the City of Saco City Council.

Existing Contracts: Those current agreements between the parties dated January 1, 2000 concerning the collection and disposal of solid waste and recyclables.

Flow Control: An ordinance enacted by the City regulating the collection and disposal of solid waste.
**Hazardous Waste:** Waste with inherent properties which make such waste dangerous to manage by ordinary means, including, but not limited to, chemicals, explosives, Pathological Waste, radioactive waste, toxic wastes and other wastes defined as hazardous or "special" at any time during the term of this Agreement by the State of Maine or under the Resource Conservation and Recovery Act of 1976, as amended, or other Federal, State or local laws, regulations, orders, or other actions promulgated or taken at any time and from time to time; or any material which, if transported and disposed, would be deemed hazardous at any time during the term of this Agreement by the State of Maine or under the Resource Conservation and Recovery Act of 1976, as amended, or other Federal, State or local laws, regulations, orders, or other governmental actions promulgated or taken at any time and from time to time.

**Initiation Date:** Shall mean the date upon which the Contractor begins the automated collections anticipated hereunder, which date shall be fixed by formal notice from Contractor to City.

**Insolvency:** Shall mean a party’s inability to pay its debts as they mature.

**Overflow:** Waste set out for collection that exceeds the capacity of City supplied containers; but shall only apply to those residential uses within the service area.

**Pathological Waste:** Waste consisting of human and/or animal remains, body parts, tissues, organs, blood, excrements, secretions or bodily fluids, and/or so-called red bag or biomedical wastes or products, waste which contains infectious materials, waste which contains any disease producing or carrying agent, material or organism, isolation wastes, cultures and stock of etiological agents, waste generated by surgery or autopsy performed on any animal or human, sharps, dialysis waste and any wastes that were in contact with pathogens, waste biologicals such as vaccine materials, animal agents or bedding or equipment or other equipment, parts or materials once in contact with diseased or laboratory research animals, laboratory wastes, specimens and fomites, any disease causing material whether or not defined as an etiologic agent. Pathological waste shall be defined as all of the above regardless whether such materials have been treated, pre-treated, sanitized, disinfected, autoclaved, irradiated, microwaved or otherwise rendered inert, it being the express intent of the parties that no such waste shall be collected.

**Recycling Center:** Processing facility for recyclable materials so designated during the term of the contract.

**Recyclable Material:** All paper, metals, glass and plastics identified in the City’s mandatory recycling program as set forth in Exhibit 1, made a part hereof.

**Residential Uses:** For the purpose of both curbside solid waste collection and for recycling collection, residential uses shall include single-family, duplex, and multi-family dwellings of up to and including six (6) units which are located on public ways, a condominium association having a collection agreement with the City, or other residential groups or buildings that may be added during the course of this agreement.

**Service Area:** Those areas of the City of Saco as set forth in Exhibit 2, where Contractor is authorized and required hereunder to pick up solid waste and recyclable materials.

**Unacceptable Waste:** All waste listed below:

1. Abandoned or junk vehicles, trailers, agricultural equipment, boats and parts thereof.
2. Tires
3. Hazardous Waste as defined above
4. Demolition or construction debris
5. Putrefied Waste
6. Pathological Waste as defined above
7. Waste Water treatment residues or by products of any kind
8. Tree stumps
9. Universal Waste including electronics, mercury or lead containing waste, agricultural pesticides that have been recalled or banned from use, nickel-cadmium or lead-sealed batteries, lamps (fluorescent, neon, high density discharge, mercury vapor, metal halide, and high pressure sodium) cathode ray tubes (television and computer monitors), mercury thermometers, and thermostats.
10. Those Wastes listed as unacceptable pursuant to the City’s Contract dated June 7, 1991 with the Maine Energy Recovery Company of Biddeford, Maine (“Maine Energy”), a copy of which has been provided to contractor.

ARTICLE II: SPECIFIC TERMS

Term: This contract shall run for a term of seven (7) years. The Initiation Date shall mark the yearly anniversary of the Contract, as well as the date upon which payment obligations shall be set for each year of the Contract. Following the execution of this Contract, the Parties shall remain bound by the terms and conditions of their Existing Contract until formal notice by Contractor of the Initiation Date. The Initiation Date shall mark the time at which the terms and conditions arising hereunder shall first take effect, and the time at which the Existing Contract shall forever cease to bind the parties.

Extension of contract: This contract may be extended upon an affirmative vote of the Saco City Council and agreement from the Contractor.

Price: For performance of the services and covenants contained and set forth herein, City shall pay Contractor the sum of $210,000 per annum for municipal solid waste collection subject to price adjustment and for collection of recyclable material; the sums of:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003</td>
<td>$138,000</td>
</tr>
<tr>
<td>2004</td>
<td>$156,000</td>
</tr>
<tr>
<td>2005</td>
<td>$165,000</td>
</tr>
<tr>
<td>2006</td>
<td>$175,000</td>
</tr>
<tr>
<td>2007</td>
<td>$185,000</td>
</tr>
<tr>
<td>2008</td>
<td>$197,000</td>
</tr>
<tr>
<td>2009</td>
<td>$208,000</td>
</tr>
</tbody>
</table>

said fee shall be payable on a monthly basis payable through the submission of invoices as detailed hereunder.

Basics and Method of Payment: The Contractor shall bill the City within thirty (30) days of the end of each contract month for an amount calculated at one-twelfth (1/12) the annual contract rate. The City shall remit payment within thirty (30) calendar days of the invoice date.

Price Adjustment: Each year the annual payment due Contractor for collection of solid waste shall rise by three percent (3%) regardless of any other higher or lower national cost of living.
adjustment it being the parties preference to fix their costs in advance. In no event shall the cost for collection of recyclables be adjusted by the three percent (3%) figure, but rather the price shall rise by the amounts set forth in the table above.

The parties will negotiate reasonable contract modifications, including modifications of cost, should the City add or detract from the list of rights of way set forth in Exhibit 2; should the City alter the scope or definition of “residential service”; should the Maine Energy Facility close operations or become unavailable for disposal of City’s waste for any reason; or should the parties determine the methods of collection described herein are not advantageous to the City or Contractor; or should City choose to dispose of its solid waste or recyclables at a facility more than five (5) miles from the City limits.

Petition for unusual or unanticipated costs or savings: The Contractor may petition the City for rate increases on the basis of unusual or unanticipated changes in the cost of operations. A petition for a rate increase for unusual or unanticipated costs shall be based solely on new or revised laws, ordinances or regulations.

Exclusive Right: During the term of the Contract, and as long as Contractor is not in default, Contractor shall enjoy the exclusive right to collect and dispose of residential solid waste and residential recyclable materials located within the service area described herein. The City can, at its discretion, enter into agreements with third parties regarding collection of solid waste and recyclables for exempted residential uses, or streets outside the service area.

Exclusive Title: During the term of the Contract, and as long as Contractor is not in default, title to all solid waste and recyclables collected pursuant to these terms and this Contract shall remain with the City until such material is tipped and disposed of at the facility designated by the City for such disposal.

Compliance with Applicable Laws: The Contractor shall fully comply with all applicable federal, state and municipal laws, statutes, ordinances, acts, regulations and permits, including the City’s Flow Control Ordinance.

Change in Ownership: In the event that the Contractor’s business assets are sold, the City maintains the right to hold the original owner solely liable. If, however, the City determines that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the City may elect a novation, allowing the new owner to assume the rights and duties of this Contract and releasing the previous ownership of all obligations and liability. Such decision is solely within the discretion of the City.

Bankruptcy: The parties agree the Contractor’s insolvency, voluntary or involuntary bankruptcy, shall constitute repudiation, unwillingness and inability to perform hereunder and an immediate default of this Agreement. The default shall not be abated until the Contractor provides adequate assurances and guarantees sufficient to the City that all required performance hereunder shall be met on a regular and timely basis.

Force Majeure: Neither Contractor nor the City shall be liable for the failure to perform their duties nor for any damage, loss, etc. if such failure is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar contingency beyond the reasonable control of the Contractor or City.

If such circumstances persist for more than ten (10) days or if after their cessation the Contractor is unable to render substantial performance for a period of thirty (30) days, the City may terminate the Contract upon written notice, and all obligations hereunder shall cease.

Indemnity: The Contractor will defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all suits, actions, legal proceedings, claims, causes of action,
demands, damages, and costs, including but not limited to attorney's fees incurred by City in its defense, related to, arising from or in any way pertaining to any negligent or tortious act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract, or its obligations pursuant thereunder.

Contractor further agrees to defend, indemnify and hold the City harmless from any liability which may be incurred by City under the "Host Municipalities' Waste Handling Agreement between the City of Saco and Maine Energy Recovery Company" dated June 7, 1991 related to, or arising from or in any way pertaining to any negligent or tortious act or omission by Contractor.

Insurance: The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory Limit</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>1,000,000</td>
</tr>
<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
</tr>
</tbody>
</table>

All insurance will be placed with insurers acceptable to the City and authorized to do business in the State of Maine. Prior to the commencement of work the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said Policies shall not thereafter be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the City. The City shall be listed as a certificate holder on all applicable policies.

Existing Contract: The parties presently are bound by contracts dated January 1, 2000 for similar collection services. The parties agree that upon formal notice by Contractor of the initiation of automated collection (the "Initiation Date") all rights, duties and obligations of the existing Contracts shall terminate, and the rights, obligations and duties described herein shall arise and bind the parties.

Impermissible Collection: Contractor may not collect and commingling any solid waste gathered within the service area with waste, solid waste, recyclables or any other materials, from outside the service area, or from any other municipality, town or city. The tipping of any such commingled waste shall constitute a breach of this Contract and shall be subject to the agreed upon liquidated damages:

1. First Offense $500.00
2. Second Offense $1,000.00
3. Any Offense Thereafter $5,000.00

Upon the third offense, the City reserves the additional right to instruct Maine Energy Recovery Company to refuse all of the City's waste from Contractor, including any load on site.
ARTICLE III: SERVICES, OPERATIONS, AND PERFORMANCE

Service Provided: The Contractor shall provide curbside collection of solid waste and recyclable materials for all eligible residential units within the service area on a weekly basis, or by such other times and methods as may be approved by the City and the Contractor. It shall be the resident’s responsibility to place City-provided containers (or bags as described further herein) by 6:00 a.m. on collection day.

Initiation of Service: The Contractor presently collects solid waste for and within the City but the parties anticipate Contractor converting its collection practices and procedures as called for under this new Contract, and the parties both desire said conversion to occur as soon as possible. The exact date for initiation of automated service, however, cannot be set herein for several reasons. Therefore, the parties agree the current contracts shall remain in force until Contractor formally notifies City of the initiation date. The Contractor agrees to implement automated service as quickly as reasonably possible, and further covenants to cooperate with City as to the scheduling of such initiation.

The City may delay the initiation of automated service if it has not secured the necessary containers from its designated vendor(s), or if it has not secured by contract a site for the disposal of its recyclables. In the event City has not secured a disposal site for its recyclables, but Contractor is otherwise ready, willing and able to commence initiation of automated service for collection of solid waste, the parties agree Contractor may commence such automated service for the collection of solid waste alone. The parties in such case will proceed under the terms of this contract as regards solid waste alone until such time as the City is able to secure a disposal facility at which point the Contractor can commence automated collection of recyclables.

Automated and Semi-Automated Service: The parties anticipate and herein agree that Contractor, at the earliest opportunity, shall convert its collection of solid waste and recyclable materials from one dependent upon personnel lifting and dumping the materials, refuse and recyclables for carting to a system that is automated, and will rely upon mechanical means to pick and tip a refuse container of a size and specification as set forth in a certain Request for Proposal issued by the City and released September 5, 2002.

The City and Contractor shall consult and agree on the best method of collection within specified portions of the service area, retaining all options, including full automation, semi-automation or traditional collection with personnel. The decision as to the manner of service shall be made in consultation, and shall account for the needs of the public, the goals of the City stated herein, and the reasonable business needs of Contractor.

The Contractor may refuse to collect: Any items placed in a recycling container that are not recyclable materials as defined herein, or which are contaminated. When the Contractor refuses to collect any recyclable materials, the Contractor shall leave a written notice attached the container explaining why any particular items went uncollected.

The Contractor may also refuse solid waste which is unacceptable waste as defined hereinabove, or is sufficiently contaminated with unacceptable waste that such collection disposal would violate the terms of this Contract and the City’s Host Agreement with Maine Energy.

Hours of Collection: Contractor’s hours of collection shall run 6:00 a.m. to 5:00 p.m. Monday through Friday. Extensions past 5:00 p.m. may be made when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to holidays, unusual circumstances or upon the mutual agreement of the City and the Contractor.

Disposal Site: The Contractor shall only deliver solid waste and recyclables to disposal facilities designated by the City. On the yearly anniversary of the contract City shall provide written notice to Contractor as to its designated disposal site(s) for solid waste and for recyclables.
Routes and Schedule of Collections: The Contractor shall provide the City with maps and schedules of residential collection routes. In the event of changes approved by the City Administrator in routes or schedules that will alter the day of pick-up, the Contractor shall publish in two (2) local newspapers of general circulation notice of the change prior to implementation.

Not less than three (3) days after commencing service, the Contractor agrees to furnish for the City's approval the initial schedules and maps of all routes with the service area. Any changes in routes and/or schedules thereafter will be subject to the City's approval, which approval will not unreasonably withheld.

Holidays: The following holidays will be observed as non-collection days by the Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. By December 15th of each contract year, the Contractor shall provide the City with a plan detailing the holiday pickup schedule. This plan shall be approved by the City Administrator or his/her designee before Contractor implements it. The suspension of collection service on any holiday in no way relieves the Contractor of its obligation to provide collection service at least once per week for all residences. If the Contractor chooses not to provide collection services on any other holiday, the Contractor shall so advertise these changes in at least two (2) newspapers of general circulation in the community.

Overflow: The Contractor shall not be obligated to collect overflow, provided however, it shall be required to collect overflow on the first collection day following the Thanksgiving holiday and Christmas Day.

Storms/Emergencies: In the event of a qualifying storm or emergency as declared by the City's Public Works Director, and following consultation with Contractor, Contractor shall institute contingency plans to collect as soon as feasible any solid waste that went uncollected during the storm or emergency including placing extra trucks on routes, extending hours of operation, and any other reasonable steps to minimize disruption of normal service.

Complaints: The Contractor shall receive and respond to all complaints regarding services provided under this Contract including those for missed collections. Any complaints received by the City will be directed to the Contractor's office. Should a complaint go unresolved for longer than three (3) days, the City will have the right to demand an explanation or resolution to its satisfaction.

Monthly Reporting: The Contractor shall provide to the City Administrator monthly performance reports. Such reports shall detail the following information:

1. Tonnage of solid waste collected.
2. Tonnage of recyclable material collected.
3. All excessive wait times at Maine Energy.
4. All complaints received and corrective action taken.
5. Number of stops made per day (only on a semi-annual basis)

Notification of Residents: The Contractor shall inform all residents as to complaint procedures, services provided as set forth in this Contract, and day (s) for scheduled refuse collection by public notice as provided above in the section Routes and Schedule of Collection.

Collection Equipment: An adequate number of vehicles shall be provided by the Contractor. The vehicles shall be equipped with industry-standard, American-style, semi-automated lifters for
the purpose of emptying City-provided containers purchased specifically for solid waste and recycling collection. Said vehicles will be licensed in the State of Maine within ten (10) days of the date the vehicle is put in service and shall operate in compliance with all applicable state, federal, and municipal regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab and doors. Each vehicle shall be uniquely numbered in lettering at least six (6) inches high and four (4) inches wide. The letter shall be in a color which sharply contrasts with the color of the truck. Each truck shall have at least one broom and shovel to clean up waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured so as to prevent any littering. No vehicles shall be willfully overloaded.

The City covenants it shall supply to all residents within the service area containers that are compatible with Contractor’s collection equipment.

**Personnel:** The Contractor shall require his employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of the company and employee. Clothing will be neat and clean as circumstances permit. Shirts will be required at all times. All personnel shall wear reflective vests or clothing when working in city streets.

The Contractor’s employees shall follow the regular walks for pedestrians while on private property, shall not trespass or litter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all times, carry a valid driver’s license for the type of vehicle he is driving.

The City shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties.

Handling of containers shall be done with respect to private property. At no time shall containers be thrown, tossed or skidded. Containers once empty, shall be upright in the Contractor’s preferred location for collection.

**Office:** The Contractor shall maintain a local office or other facility, not necessarily within City limits, through which the Contractor can be contacted, where service may be applied for, and complaints can be made. Such office or facility shall be equipped with adequate telephone communications (including a local phone number), shall have at least one (1) responsible person in charge and present during collection hours, and shall be opened during regular business hours.

**ARTICLE IV: STANDARD CONDITIONS**

**Notice:** A letter properly addressed and sent by certified or registered mail to any party at the addresses provided below shall constitute sufficient notice for any purpose of this agreement. Notice will be considered sent when deposited in the United States mail.

**Address for City:**
City of Saco
City Administrator
300 Main Street
Saco, ME 04072

**Address for Contractor:**
BBI Waste Industries
P.O. Box 510
Old Orchard Beach, Maine 04064-0510
Illegal or Invalid Provisions: Should any term, provision or other part of this Contract be declared illegal it shall be modified to conform to the appropriate law or regulations or excised from said contract. Should any term, provision or other part of this Contract be held to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and invalid provisions, the remainder of the Contract shall stay in full force and effect, governing the conduct of the parties.

Amendment of the Contract: No modification or amendment of the terms of this Agreement shall be effective unless they are in writing and signed by the authorized representatives of each party. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.

Binding Effect: The provisions, covenants, and conditions in the Contract apply to bind parties, their legal heirs, representatives, successors and assigns.

Merger Clause: This agreement, as set forth in the Contract documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Contract, and shall not bind the parties hereunder.

Waivers: A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any other provision or breach. No payment or acceptance of full or partial compensation for any period subsequent to breach shall be deemed a waiver of any rights.

Assignment of Contract: No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without express written consent of the City Council and the Surety.

Nondiscrimination: The Contractor, including all its agents, employees, personnel shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

Permits, License, and Taxes: The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

Failure to Perform: If the Contractor fails to perform, or fails to perform in a satisfactory manner, or fails to perform accordance with applicable laws, statutes, ordinances, regulation and permits, or performs in such a manner as to cause a suspension of the City’s right to deliver to it’s designated disposal site(s), the City may demand, in writing, adequate assurance from Contractor that steps be taken to correct and abate the problem or non-performance. The Contractor must within five (5) days of receipt of such demand meet with the City Administrator to explain and resolve the failure, non-performance, delay, or substandard performance. If the City Administrator deems the Contractor’s explanation and assurances insufficient, he shall advise the Contractor in writing, of such insufficiency and declare a default hereunder.

Termination Provision: A party may terminate this Contract for cause (breach of a material condition herein such as non-performance by Contractor or non-payment by City) unless the defaulting party remedies the default within thirty (30) days.

Dispute Resolution: Any controversy or claim arising out of or relating to this agreement, its interpretation, or breach thereof, may be settled by mediation. If, however, mediation fails, then such dispute shall be resolved by binding arbitration.
IN WITNESS WHEREOF, the parties have executed this agreement on the

26th Day of November, 2002

WITNESS:

(Signature)

City Clerk

WITNESS:

(Signature)

CITY OF SACO:

(Signature)

Richard Michaud
City Administrator

Print Name

Arthur St. Hilaire, pres.

President

BBI Waste Industries
EXHIBIT 1

(APPROVED RECYCLABLE MATERIALS)

1. Glass
2. # Plastic
3. # Plastic
4. Paper
5. Cardboard
6. Tin Cans
7.
8.
9.
10.
EXHIBIT 2

(SERVICE AREA LIST/DESCRIPTION)

The Service area shall initially be all public rights of way within the geographical limits of the City and any condominium association or trailer park properly identified by City.
V. CONSENT AGENDA:
A. Amendment to Emergency Management Plan

The City Emergency Management Plan was last revised in September of 2003. The York County Emergency Management Agency on April 2, 2008, drafted a ‘Public Health Annex on Pandemic Influenza’. The material contained in the Annex is not offered as medical advice – it is for informational use only and as guideline for the City of Saco’s Emergency Operations Plan.

Be it Ordered that the City of Saco ordain and approve the amendment to the City of Saco

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This annex shall be titled City of Saco Pandemic Influenza Preparedness and Response Public Health Annex and shall be used in conjunction with other annexes and the Emergency Operations Plan of the City of Saco.

The York County Pandemic Influenza Leadership Planning Team is comprised of many key representatives from within York County and Southern Maine. The team is an on-going consortium committed to providing up-to-date planning information on pandemic influenza, but they are not intended to replace key responder personnel in an actual emergency. The preparation for and response to an influenza pandemic requires a coordinated response by public health authorities, emergency management authorities, and other emergency response entities at the local, county, state and federal levels of government. The City of Saco subscribes to the philosophy that a team approach by the City, York County and the State will provide the best opportunity for success in dealing with a pandemic event.

The three main purposes of this annex are:

1. To serve as a guide for Emergency Management, Public Health and other City of Saco departments and agencies.

2. To provide guidance and tools to the City of Saco and its first responders involved in preparedness and response.

3. To guide activities to educate and prepare the public regarding the public health threat.

The three main goals are:

1. Limit the number of illnesses and deaths

2. Preserve continuity of essential local government

3. Minimize social and economic disruption

Communities can prepare for a pandemic by planning:
Backfilling positions – retirees, part-timers – these employees must be refreshed or trained prior to outbreak

Cross-training positions- train personnel in other duties in the office – share the knowledge

Borrow from other agencies – have mutual aid in place

Identify critical functions and missions – who is capable of carrying out the responsibilities

Have a call down list - Line of Succession -
Identify major suppliers – contracts in place, stockpile necessity items.

A. Authorities

Federal Authority
The Department of Health and Human Services (DHHS) is the US Government’s lead agency for preparation, planning, and response to pandemic influenza. As a component of DHHS responsible for disease prevention and control, the CDC will have primary responsibility for tracking pandemic influenza and managing the operational aspects of the public health response.

State Authority
Maine CDC is the lead authority for the State of Maine.

County & Local Authority
The County will develop a public health annex to their Emergency Operations Plan, and feels that each jurisdiction should consider developing a continuity of operations plan in the case of widespread outbreak. Jurisdictions may request community assistance with response and recovery efforts as needed and coordinated with the county. This may include:

Assist with public education efforts, distributing fact sheets and other educational information to the public

Assist in identifying community resources

Assist in closure of public buildings and other areas as identified

Assist in help of establishing temporary morgues or mortuaries

FLU Terms Defined

Seasonal (or common) flu is a respiratory illness that can be transmitted person to person. Most people have some immunity, and a vaccine is available.
Avian (or bird) flu is caused by influenza viruses that occur naturally among wild birds. The HN51 variant is deadly to domestic fowl and can be transmitted from birds to humans. There is no human immunity and no vaccine is available.

Pandemic flu is virulent human flu that causes a global outbreak, or pandemic, of serious illness. Because there is little natural immunity, the disease can spread easily from person to person. Currently, there is no pandemic flu.

A. INTRODUCTION TO INFLUENZA

Experts agree an influenza pandemic is inevitable. To prepare for the next pandemic, the York County Emergency Management Agency, in cooperation with many state and local organizations and partners have developed a York County Pandemic Influenza Preparedness and Response Annex which provides an overview of strategies to reduce pandemic influenza-related morbidity, mortality, and social disruption in the state. The City of Saco plan reflects the efforts of York County and several other agencies.

Influenza viruses are unique in their ability to cause sudden illness among humans in all age groups on a global scale. The importance of influenza viruses as biologic threats is due to a number of factors including the high degree of transmissibility, the presence of a vast reservoir of novel variants (primarily aquatic birds), and the unusual properties of the viral genome. The infamous “Spanish flu” of 1918-19 was responsible for more than 20 million deaths worldwide, primarily among young adults. Mortality rates associated with recent pandemics of 1957 and 1968 were reduced in part by the use of antibiotic therapy for secondary bacterial infections and aggressive supportive care of infected patients. However, these later pandemics were associated with high rates of morbidity and social disruption. The Centers for Disease Control and Prevention (CDC) estimates the economic loss associated with the next pandemic will be in the billions of dollars.

Pandemic influenza is a unique public health emergency. No one knows when the next influenza pandemic will occur. However, when it does occur it will be with little warning. Since the novel virus may be identified in any region of the world, experts believe that we will have between one to six months from the identification of a novel influenza virus to the time that widespread outbreaks begin to occur in the United States. Outbreaks are expected to occur simultaneously throughout much of the nation, preventing reallocation of human and material resources.

An influenza pandemic will occur in multiple waves. The effect of the initial wave on individual communities will be relatively prolonged (as long as six to eight weeks) when compared to the minutes-to-hours observed in most natural disasters. Due to the prolonged nature of a pandemic influenza event, the World Health Organization (WHO) and the CDC defined phases of a pandemic in order to facilitate coordinated plans. Phase determination in the United States will be the responsibility of the WHO and the CDC.

Influenza is an illness caused by viruses that infect the respiratory tract of humans. Signs and symptoms of influenza infection include rapid onset of high fever, chills, sore throat, runny nose, severe headache, nonproductive cough, and intense body aches followed by extreme fatigue. Influenza is a highly contagious illness and can be spread easily from one person to another. It is spread through contact with droplets from the nose and throat of an infected person during coughing and sneezing.
The period between exposure to the virus and the onset of illness is usually one to five days. Influenza is not an endemic disease, but in the Northern Hemisphere annual epidemics usually occur from December to April.

There are two types of influenza viruses which cause significant disease in humans: type A and type B. Influenza A viruses are composed of two major antigenic structures essential to the production of influenza vaccines and the induction of immunity: hemagglutinin (H) and neuraminidase (N). These two components define the virus subtype. Influenza A viruses are unique because they can infect both humans and animals and are usually associated with more severe illness than type B influenza viruses. Most influenza A viruses are considered to be avian in origin. Worldwide avian influenza control efforts are coordinated by the World Organization for Animal Health (OIE) and it is unknown what role county and local public health agencies would play in these efforts.

Influenza viruses mutate frequently resulting in an antigenic drift or a shift. Antigenic drift is a minor change caused by mutation that results in the emergence of a new strain within a subtype. Drifts can occur in both type A and B influenza viruses. Antigenic shift is a major change caused by genetic recombination that results in the emergence of a novel virus strain that has not previously infected humans. Antigenic shifts occur only in influenza type A viruses; these changes can lead to an influenza pandemic.

The following are assumptions that provide a basis for preparedness activities pertaining to pandemic influenza:

- Influenza pandemics are expected, but unpredictable and arrive with very little warning.

- Outbreaks can be expected to occur simultaneously throughout much of the U.S., preventing shifts in human and material resources that usually occur in the response to other disasters.

- Localities should be prepared to rely on their own resources to respond. As with many public health emergencies the effect of influenza on individual communities will be relatively prolonged (weeks to months) in comparison with other types of disasters.

- Because of the high degree of infectiousness of pandemic influenza, the number of persons affected in the US will be high, it is estimated that:
  - Up to 200 million persons will become infected
  - Between 38 million and 89 million will be clinically ill
  - Between 18 million and 42 million will require outpatient care
  - Between 314,000 and 733,000 will require hospitalization
  - Between 89,000 and 207,000 will die

- Health care workers and other first responders may be at higher risk of exposure and illness than the general population, further straining the health care system.

- Effective prevention and therapeutic measures, including vaccine and antiviral agents, will be delayed and in short supply.

- Widespread illness in the community could increase the likelihood of sudden and potentially significant shortages of personnel in other sectors that provide critical public safety services.
B. WORLD HEALTH ORGANIZATION’S PANDEMIC INFLUENZA PHASES

Interpandemic Period - Phase 1

No new influenza virus subtypes have been detected in humans. An influenza virus subtype that has caused human infection may be present in animals. If present in animals, the risk of human infection or disease is considered to be low.

Interpandemic Period - Phase 2

No new influenza virus subtypes have been detected in humans. However, a circulating animal influenza virus subtype poses a substantial risk of human disease.

NOTE: The distinction between phase 1 and 2 is based on the risk of human infection or disease resulting from circulating strains in animals. The distinction depends on various factors and their relative importance according to current scientific knowledge. Factors may include: pathogen city of the virus in animals and humans; occurrence of influenza in domesticated animals and livestock or only in wildlife; whether the virus is enzootic or epizootic, geographically localized or widespread; other information from the viral genome; and/or other scientific information.

Pandemic Alert Period – Phase 3

Human infection(s) with a new subtype, but no human-to-human spread, or at most rare instances of spread to a close contact. (This is the current phase as of 3/2008)

Pandemic Alert Period - Phase 4

Small cluster(s) with limited human-to-human transmission, but spread is highly localized, suggesting that the virus is not well adapted to humans.

NOTE: The distinction between phase 3, phase 4 and phase 5 is based on an assessment of the risk of a pandemic. Various factors and their relative importance according to current scientific knowledge must be considered. Factors may include: rate of transmission; geographical location and spread; severity of illness; presence of genes from human strains (if derived from an animal strain); other information from the viral genome; and/or other scientific information.

Pandemic Alert Period – Phase 5

Larger cluster(s) but human-to-human spread is still localized, suggesting that the virus is becoming increasingly better adapted to humans, but may not yet be fully transmissible (substantial pandemic risk).

Pandemic Period – Phase 6

Pandemic phase: increased and sustained transmission in general population.

Post pandemic Period

Return to PRE-pandemic period activities.
### C. Public Health Emergency Activation Levels

<table>
<thead>
<tr>
<th>Level 1 – Passive and Sentinel Surveillance</th>
</tr>
</thead>
<tbody>
<tr>
<td>This level likely to be activated during:</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td>ACTIVITIES</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 2 – Active Surveillance</th>
</tr>
</thead>
<tbody>
<tr>
<td>This level likely to be activated during:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>ACTIVITIES</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3 – Health Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>This level likely to be activated during:</td>
</tr>
<tr>
<td>ACTIVITIES</td>
</tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3 – Health Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>This level likely to be activated during:</td>
</tr>
<tr>
<td>ACTIVITIES</td>
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</tr>
</tbody>
</table>
Level 4 – Full Scale Activation

This level likely to be activated during: Pandemic Period – Phase 6

ACTIVITIES
Resources outside of Public Health and Medical agencies are needed
York County Emergency Operations Center is activated
Public Health Annex and Integrated Outbreak & Bioterrorism Preparedness and Response Plan are activated
County or Municipal Governments may issue a proclamation declaring a state of disaster emergency
City of Saco EOC may be activated at the request of competent authority.
State resources may be requested
State of Maine Joint Information Center is staffed and operational

E. PANDEMIC INFLUENZA RESPONSE CHECKLIST – To be used as Necessary
<table>
<thead>
<tr>
<th>D. Response Phases</th>
<th>II Active Surveillance</th>
<th>III Health Response</th>
<th>IV Full-Scale Activation</th>
<th>V Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>WHO Pandemic Phases</td>
<td>Inter-pandemic Period Phase 1, 2, 3</td>
<td>Pandemic Alert Period Phase 4, 5</td>
<td>Pandemic Alert Period Phase 5</td>
<td>Pandemic Period Phase 6</td>
</tr>
<tr>
<td>Surveillance</td>
<td>Normal operations</td>
<td>Enhanced surveillance</td>
<td>Enhanced surveillance</td>
<td>Enhanced surveillance</td>
</tr>
<tr>
<td>Disease Investigation</td>
<td>Normal operation</td>
<td>Broad dissemination of case definition for active case finding of novel virus in York County resident.</td>
<td>Case finding of pandemic strain in York County resident</td>
<td>Case investigation limited to determining age-specific attack rates, morbidity and mortality</td>
</tr>
<tr>
<td>Vaccination/Prophylaxis</td>
<td>Review and update SNS and POD plans as needed</td>
<td>Initiate Vaccine and Antiviral acquisition</td>
<td>Continue to identify high-risk groups for possible treatment with anti-virals and prepare for mass vaccination</td>
<td>Conduct mass immunizations when vaccine is available. Continue treatment with anti-virals if available</td>
</tr>
<tr>
<td>Quarantine/Isolation</td>
<td>Prepare and distribute Isolation and Quarantine Order Template to LHO.</td>
<td>Advise hospitals and clinicians of control measures, including quarantine and isolation orders for novel virus</td>
<td>Review community control measures. Consider group isolation measures.</td>
<td>Implement community control measures including group isolation.</td>
</tr>
<tr>
<td>Mass Care</td>
<td>Planning with Hospitals, LHO and MEMA</td>
<td>Alert MEMA</td>
<td>Hospitals activate emergency plans to address surge</td>
<td>Assist hospitals Coordinate EMS</td>
</tr>
<tr>
<td>Mass Fatality</td>
<td>Planning with MEMA and Medical Examiner</td>
<td>Alert MEMA and Medical Examiner</td>
<td>Activate Mass Fatality Plan</td>
<td>Activate EOC and request State assistance</td>
</tr>
<tr>
<td>Public Information</td>
<td>Review and update Public Information and communication plans as needed</td>
<td>MCDC will review Public Info plan with ME DHSS and York County PIO</td>
<td>MCDC and York County PIO conducts communication activities outlined in plan</td>
<td>MCDC and York County PIO conducts communication activities outlined in plan</td>
</tr>
<tr>
<td>Command/Control</td>
<td>Readiness Training Exercise</td>
<td>No or Minimal Response Epi and LHD resources. Alert MEMA</td>
<td>Minimal or extended response. LHD resources. EOC may be activated.</td>
<td>Maximal Response. Advise SMRRRC and other reserve Public Health resources. EOC activated.</td>
</tr>
</tbody>
</table>
### ACTION

#### Interpandemic Period – Phase 1

**Goal: Strengthen influenza pandemic preparedness**

- MCDC establishes a local health care task force as a focus for planning, preparedness, and coordinated response. The task force should include representatives from hospitals, physician and nursing organizations, home health care, long-term care facilities, pharmacists, EMS and local public health officials.

- MCDC and LHO develop strategies to increase the demand for influenza vaccine among the county’s residents and especially healthcare workers.

- Continue to develop and refine the Local Strategic National Stockpile (SNS) Plans.

- Stockpile surgical masks and medications.

- Work with the local chamber of commerce and large employers to increase awareness in the community.

#### Interpandemic Period – Phase 2

**Goal: Minimize the risk of transmission to humans; detect and report such transmission rapidly if it occurs**

- Conduct training and exercises to ensure the County and Local SNS Plans are operational.

- Educate Health Officers & staff and health care providers about Pandemic Influenza.

- Estimate target populations (priority groups) of essential personnel, including health care workers, first responders and public safety workers.

#### Pandemic Alert Period – Phase 3 (Where we are now)

**Goal: Ensure rapid characterization of the new virus subtype and early detection, notification and response to additional cases.**


- Review SNS Plan, ensure contacts are updated and potential vaccination clinic facilities are available.

- Review Municipal and County Point of Dispensing sites and update, if necessary.

- Convene local health task force and brief on the status of the Pandemic alert and local preparedness efforts.

- Review message maps relating to Pandemic Influenza and make sure they are current.

- Review priority group estimates.
<table>
<thead>
<tr>
<th><strong>Ensure SNS Plan addresses vaccine distribution to military installations, and correctional facilities, if applicable.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pandemic Alert Period – Phase 4</strong></td>
</tr>
<tr>
<td>Goal: Contain the new virus within limited foci or delay spread to gain time to implement preparedness measures, including vaccine development</td>
</tr>
<tr>
<td>Repeat actions undertaken in Phase 3</td>
</tr>
<tr>
<td>Ensure municipal police departments and the county sheriff’s offices are aware of the potential for civil unrest to occur in the event of a pandemic.</td>
</tr>
<tr>
<td><strong>Pandemic Alert Period – Phase 5</strong></td>
</tr>
<tr>
<td>Goal: Maximize efforts to contain or delay spread, to possibly avert a pandemic, and to gain time to implement pandemic response measures</td>
</tr>
<tr>
<td>Repeat actions undertaken in previous phases.</td>
</tr>
<tr>
<td>Meet with adjoining jurisdictions to ensure actions will be coordinated in Phase 6. Special considerations include: priority group recommendations, vaccination clinic operations (hours of operation, locations, policies, and forms).</td>
</tr>
<tr>
<td>Local health task force reviews the priority group recommendation of the State Health Officer and provides guidance to local health officers on any changes.</td>
</tr>
<tr>
<td>Once priority groups are identified, estimate the number of local citizens in each group.</td>
</tr>
<tr>
<td>Health Department ensures that all agencies and volunteers tasked in the plan are aware of the Pandemic Alert Phase and the potential for escalation.</td>
</tr>
<tr>
<td>Ensure all personnel who may have contact with the media are trained on the message maps.</td>
</tr>
<tr>
<td>Ensure all media contacts are up to date.</td>
</tr>
<tr>
<td>Log into WebEOC and familiarize staff with the system</td>
</tr>
<tr>
<td>Review security component of the SNS Plan and ensure security assets are available and briefed.</td>
</tr>
<tr>
<td>Special Populations?</td>
</tr>
<tr>
<td><strong>Pandemic Alert Period – Phase 6</strong></td>
</tr>
<tr>
<td>Goal: Minimize the impact of the pandemic</td>
</tr>
<tr>
<td>Activate Local Response Plans, Public Health Annex</td>
</tr>
<tr>
<td>Administer influenza vaccine as it becomes available. Ensure a second dose of vaccine is administered if necessary</td>
</tr>
<tr>
<td>Activate Local Emergency Operations Center and the local Joint Information Center.</td>
</tr>
<tr>
<td>Task</td>
</tr>
<tr>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>Assist ME DHHS with obtaining data to determine age-specific attack</td>
</tr>
<tr>
<td>Ensure SNS Plan addresses vaccine distribution to military installations, and correctional facilities, if applicable.</td>
</tr>
<tr>
<td>Goal: Contain the new virus within limited foci or delay spread to gain time to implement preparedness measures, including vaccine development</td>
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<tr>
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<tr>
<td>Ensure all media contacts are up to date.</td>
</tr>
<tr>
<td>Review security component of the SNS Plan and ensure security assets are available and briefed.</td>
</tr>
<tr>
<td>Pandemic Alert Period – Phase 6</td>
</tr>
<tr>
<td>Activate Local Response Plans, Public Health Annex</td>
</tr>
</tbody>
</table>
Activate Local Emergency Operations Center and the local Joint Information Center.

Assist ME DHHS with obtaining data to determine age-specific attack rates, morbidity and mortality

F. RECOMMENDATIONS FOR NONPHARMACEUTICAL PUBLIC HEALTH INTERVENTIONS


Measures at the County Level
(For persons living or traveling within an affected county)

<table>
<thead>
<tr>
<th>Measures</th>
<th>Phase 3</th>
<th>Phases 4 &amp; 5</th>
<th>Phase 6</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public health information, communication</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information for public on risks and risk avoidance (tailored to target population).</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Information for professionals.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Advice on universal hygiene behavior.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Preparatory information on next phase.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Measures to reduce risk of transmit infection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confinement: — Confine cases (mild and severe) as appropriate to local situation; provide medical and social care.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Need to plan for large numbers of severe cases.</td>
</tr>
<tr>
<td>Face masks: Symptomatic persons.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Logistics need to be considered.</td>
</tr>
<tr>
<td>Exposed persons: undertake risk assessment considering: evidence of human-to-human transmission; closeness of contact; frequency of exposure</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>Consider recommending masks based on risk assessment</td>
</tr>
<tr>
<td>Persons seeking care (respiratory illness) in risk area (waiting room).</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Measures to reduce risk that contacts transmit infection</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Not feasible once pandemic starts</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
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</tr>
<tr>
<td>Tracing and follow-up of contacts.</td>
<td></td>
<td></td>
<td></td>
<td>Voluntary quarantine should also apply to contacts of known cases undergoing antiviral prophylaxis, as efficacy not known.</td>
</tr>
<tr>
<td>Voluntary quarantine (such as home confinement) of healthy contacts with health monitoring; provide medical and social care.</td>
<td>N</td>
<td>Y</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Self-health monitoring and reporting if ill but no restrictions on movement.</td>
<td>Y</td>
<td>C</td>
<td>N</td>
<td>Not relevant for contacts in quarantine.</td>
</tr>
<tr>
<td>Advise contacts to reduce social interaction.</td>
<td>N</td>
<td>NR</td>
<td>N</td>
<td>see also measures to increase social distance.</td>
</tr>
<tr>
<td>Advise contacts to defer travel to unaffected areas.</td>
<td>N</td>
<td>NR</td>
<td>Y</td>
<td>Precautionary principle when unclear whether human-to-human transmission is occurring; see also travel measures.</td>
</tr>
<tr>
<td>Provide contacts with antiviral prophylaxis. c</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Principle of early aggressive measures to avert pandemic.</td>
</tr>
</tbody>
</table>

Y = yes, should be done at this phase; N = no, not at this phase; C = should be considered; NR = not relevant.

<table>
<thead>
<tr>
<th>Measures to increase social distance</th>
<th>Phase 3</th>
<th>Phases 4 &amp; 5</th>
<th>Phase 6</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary home confinement of symptomatic persons.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Measures needed to reduce risk of transmission to other household members.</td>
</tr>
<tr>
<td>Closure of schools (including preschool, higher education) in conjunction with other measures (limiting after-school activities) to reduce mixing of children.</td>
<td>N</td>
<td>C</td>
<td>C</td>
<td>Depends on epidemiological context –extent to which these settings contribute to transmission.</td>
</tr>
<tr>
<td>Population-wide measures to reduce mixing of adults (furlough non-essential workers, close workplaces, discourage mass gatherings).d</td>
<td>N</td>
<td>C</td>
<td>C</td>
<td>Consider in certain circumstances –extent to which unlinked community transmission and transmission in workplaces occurs.</td>
</tr>
<tr>
<td>Masks in public places.</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>Not known to be effective; permitted but not encouraged.</td>
</tr>
<tr>
<td>Measures to decrease interval between symptom onset and patient isolation</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
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</tr>
<tr>
<td>Public campaign to encourage prompt self-diagnosis.</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Urge entire population (affected area) to check for fever at least once daily.</td>
<td>N</td>
<td>C</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Set up fever telephone hotlines with ambulance response.</td>
<td>N</td>
<td>C</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Set up fever clinics with appropriate infection control.</td>
<td>N</td>
<td>C</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Introduce thermal scanning in public places.</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td></td>
</tr>
</tbody>
</table>

**Not effective based on experience; also requires individual and public health action for identified febrile persons.**

<table>
<thead>
<tr>
<th>Disinfection measures</th>
<th>Y</th>
<th>Y</th>
<th>Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hand-washing.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Household disinfection of potentially contaminated surfaces.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Widespread environmental disinfection.</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Air disinfection.</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
</tbody>
</table>

**Measures for persons entering or exiting an infected area within the county**

<table>
<thead>
<tr>
<th>Advise to avoid contact with high-risk environments (such as infected poultry farms, live-poultry markets).</th>
<th>Y</th>
<th>Y</th>
<th>Y</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommended deferral of non-essential travel to affected areas.</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

**If significant areas of country remain unaffected.**

| Restrict travel to and from affected areas. | N | N | N |

**Enforcement of travel restrictions considered impractical in most countries but likely to occur voluntarily when risk appreciated by the public.**

| Cordon sanitaire. | N | N | N |

**Enforcement considered impractical.**

| Disinfection of clothing, shoes or other objects of persons exiting affected areas. | N | N | N |

**Not recommended for public health purposes, but may be required by veterinary authorities to prevent spread of infection in animals.**
Y = yes, should be done at this phase; N = no, not at this phase; C = should be considered; NR = not relevant.

G. PRIORITY PROPHYLACTIC TREATMENT RECOMMENDATIONS

<table>
<thead>
<tr>
<th>MCDC Priority Prophylactic Treatment Recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Guidance to Hospitals and Health Departments for Federally Funded Caches</strong></td>
</tr>
<tr>
<td>• Hospital, health department staff and household members</td>
</tr>
<tr>
<td>• Hospital and health department clinic volunteers (would include all personnel assisting with clinic operations).</td>
</tr>
<tr>
<td>• Emergency Medical Service personnel and household members.</td>
</tr>
<tr>
<td>• Law Enforcement.</td>
</tr>
<tr>
<td>• Fire Departments.</td>
</tr>
<tr>
<td>• Public Works.</td>
</tr>
<tr>
<td>• Identified contacts.</td>
</tr>
<tr>
<td>• General public.</td>
</tr>
</tbody>
</table>

The groups listed below have been identified as possible priority recipients by various entities.

Persons necessary to provide legal authority to initiate activities not governed by current state laws including:
Mayors and other individuals identified by statute to take charge of municipal functions in the event of the loss or incapacitation of the Mayor.
Persons essential to maintain basic community infrastructure contingent on the epidemiology of the pandemic and the quantity of influenza vaccine available. (See options below)

<table>
<thead>
<tr>
<th>Medical laboratory workers</th>
<th>Emergency management personnel</th>
<th>National Guard members that have been called into state service by the governor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long term care facility staff</td>
<td>Utility field workers (gas, electric, water, sewer, etc.)</td>
<td>Communications personnel</td>
</tr>
<tr>
<td>Fuel suppliers</td>
<td>Food suppliers</td>
<td>Waste management workers (general and medical)</td>
</tr>
<tr>
<td>Public transportation drivers</td>
<td>Air travel personnel (pilots, air traffic controllers, etc.)</td>
<td>Corrections workers</td>
</tr>
<tr>
<td>Morticians/Coroners/Medical Examiners</td>
<td>Pharmacists</td>
<td>Red Cross field workers</td>
</tr>
<tr>
<td>U.S. Postal Service workers</td>
<td>Contracted persons involved in the transportation of vaccine</td>
<td>York County CERT members</td>
</tr>
</tbody>
</table>

H. COMMUNITY CONTAINMENT MEASURES
INCLUDING NON-HOSPITAL ISOLATION AND QUARANTINE AND HOME CARE
Pandemic influenza has the potential of affecting all elements of society. A large number of cases will add burden to hospitals and other health care systems already stressed with the normal day to day crises. Mortality is usually markedly increased. Health and medical personnel as well as other infrastructure workers, i.e. law enforcement, fire, public works, will not be immune. The effects on our communities could be staggering.

Immunization and respiratory hygiene are the best control measures available for influenza. Because no vaccine against a novel influenza strain will be available initially, and, it is likely that when vaccine becomes available, it will be in short supply, there are few community control measures available in a pandemic influenza event.

Non Hospital Isolation and Quarantine

Major Points:

Influenza is now included in the federal list of communicable diseases for which federal isolation and quarantine are authorized (Amendment to EO 13295).

Quarantine is medically very effective in protecting the public from disease.

People in isolation may be cared for in their homes, in hospitals, or in designated healthcare facilities.

Non-hospital isolation and quarantine is a non-issue in pandemic influenza due to a novel virus.

CDC Fact Sheet on Isolation and Quarantine January 20, 2004:

To contain the spread of a contagious illness, public health authorities rely on many strategies. Two of these strategies are isolation and quarantine. Both are common practices in public health, and both aim to control exposure to infected or potentially infected persons. Both may be undertaken voluntarily or compelled by public health authorities. The two strategies differ in that isolation applies to persons who are known to have an illness, and quarantine applies to those who have been exposed to an illness but who may or may not become ill.

ISOLATION: FOR PEOPLE WHO ARE ILL

Isolation refers to the separation of persons who have a specific infectious illness from those who are healthy and the restriction of their movement to stop the spread of that illness. Isolation allows for the focused delivery of specialized health care to people who are ill, and it protects healthy people from getting sick. People in isolation may be cared for in their homes, in hospitals, or in designated healthcare facilities. Isolation is a standard procedure used in hospitals today for patients with tuberculosis (TB) and certain other infectious diseases. In most cases, isolation is voluntary; however, many levels of government (federal, state, and local) have basic authority to compel isolation of sick people to protect the public.

QUARANTINE: FOR PEOPLE WHO HAVE BEEN EXPOSED BUT ARE NOT ILL

Quarantine refers to the separation and restriction of movement of persons who, while not yet ill, have been exposed to an infectious agent and therefore may become infectious. Quarantine of exposed
persons is a public health strategy, like isolation, that is intended to stop the spread of infectious disease. Quarantine is medically very effective in protecting the public from disease.

States generally have authority to declare and enforce quarantine within their borders. This authority varies widely from state to state, depending on state laws. The Centers for Disease Control and Prevention (CDC), through its Division of Global Migration and Quarantine, also is empowered to detain, medically examine, or conditionally release persons suspected of carrying certain communicable diseases. This authority derives from section 361 of the Public Health Service Act (42 U.S.C. 264), as amended.

Whereas isolation and contact management strategies such as active monitoring are directed to individuals, broader community containment measures may be applied to groups of persons or to communities during outbreaks characterized by extensive transmission. These interventions range from measures to increase social distance among community members (e.g., cancellation of public gatherings, use of masks, and implementation of community-wide “snow days”) to community-wide quarantine.

Although all of these interventions are designed to prevent transmission by limiting social interactions and preventing inadvertent exposures, the less stringent actions may be easier to implement on a large scale. For example, in the “snow day” approach, community members are asked to stay home as they would during a major snowstorm. Schools are closed, work sites are closed or restricted, large public gatherings are cancelled, and public transportation is halted or scaled back. Implementation requires fewer resources than are needed to activate and maintain community-level quarantine. In addition, as snow days are a familiar concept in most communities, implementation can occur quickly. Implementation of quarantine, on the other hand, can be resource intensive, requiring mechanisms for enforcement and provision of necessities. Snow days and other measures to increase social distance are therefore the preferred community-level responses, with quarantine reserved for situations in which less drastic measures have not been successful in containing an outbreak.

Home Care

Home care will be the predominant mode of care for most people infected with influenza. During the Pandemic Alert Period, individuals should discuss with their health care provider specific recommendations for both vaccination and chemoprophylaxis.

The single best way to prevent influenza is to get vaccinated each fall. In the absence of vaccine, however, there are other ways to protect against influenza. Four antiviral drugs (amantidine, rimantidine, oseltamivir and zanamivir) are approved and commercially available for use in treating influenza. Three of them (amantidine, rimantidine, and oseltamivir) are approved for prevention (chemoprophylaxis) against influenza. All of these drugs are prescription drugs, and a doctor should be consulted before their use.

The public should receive frequent and repetitive health communications that emphasize the simple steps that individuals and families may take to prevent the spread of respiratory illnesses like influenza:

Avoid close contact with people who are sick.
Wash hands often (hourly). If sick, stay at home and keep at least 3 feet away from others. Cover mouth and nose with a tissue when coughing or sneezing.

**Individuals who are cared for at home should:**

- Get plenty of rest.
- Drink a lot of fluids.
- Avoid using alcohol and tobacco.
- Consider taking over-the-counter medications to relieve the symptoms of influenza (but never give aspirin to children or teenagers who have influenza-like symptoms).
- Stay home and avoid contact with other people.
- Cover nose and mouth with a tissue when you coughing or sneezing.

In a pandemic influenza event, some individuals who are cared for at home may develop complications. Should complications develop, these individuals should seek medical care immediately, either by calling the doctor or going to an emergency room. Upon arrival, the receptionist or nurse should be told about the symptoms so that precautions can be taken (providing a mask and or separate area for triage and evaluation).

**Warning Signs to seek urgent medical care:**

**In children**, these include:

- High or prolonged fever
- Fast breathing or trouble breathing
- Bluish skin color
- Not drinking enough fluids
- Changes in mental status, somnolence, irritability
- Seizures
- Influenza-like symptoms improve but then return with fever and worse cough
- Worsening of underlying chronic medical conditions (for example, heart or lung disease, diabetes)

**In adults**, these include:

- High or prolonged fever
- Difficulty breathing or shortness
- Pain or pressure in the chest
- Near-fainting or fainting
- Confusion
- Severe or persistent vomiting

**PANDEMIC INFLUENZA AND SCHOOLS**

The Centers for Disease Control and Prevention (CDC) recognizes that school administrators, teachers, staff, and parents are concerned about the flu, particularly its effects on children. Schools are
instrumental in keeping their communities healthy by taking actions such as posting information about hand hygiene in restrooms, providing flu prevention messages in daily announcements, and being vigilant about cleaning and disinfecting classroom materials.

(INFORMATIONAL HANDOUT FOR SCHOOLS and the COMMUNITY)

What is influenza (flu)?

- Influenza, commonly called "the flu," is caused by the influenza virus, which infects the respiratory tract (nose, throat, lungs). It can cause mild to severe illness, and at times can lead to death.

How does the flu spread?

- The main way that influenza viruses are spread is from person to person in respiratory droplets of coughs and sneezes. (This is called "droplet spread.") This can happen when droplets from a cough or sneeze of an infected person are propelled (generally up to 3 feet) through the air and deposited on the mouth or nose of people nearby. Though much less frequent, the viruses also can be spread when a person touches respiratory droplets on another person or an object and then touches their own mouth or nose (or someone else’s mouth or nose) before washing their hands.

What are the symptoms of the flu?

- Influenza is a respiratory illness. Symptoms of flu include fever, headache, extreme tiredness, dry cough, sore throat, runny or stuffy nose, and muscle aches. Children can have additional gastrointestinal symptoms, such as nausea, vomiting, and diarrhea, but these symptoms are uncommon in adults. Although the term "stomach flu" is sometimes used to describe vomiting, nausea, or diarrhea, these illnesses are caused by certain other viruses, bacteria, or possibly parasites, and are rarely related to influenza.

How long is a person with flu virus contagious?

- The period when an infected person is contagious depends on the age and health of the person. Studies show that most healthy adults may be able to infect others from 1 day prior to becoming sick and for 5 days after they first develop symptoms. Some young children people with weakened immune systems may be contagious for longer than a week.

What is the difference between a cold and the flu?

- The flu and the common cold are both respiratory illnesses but they are caused by different viruses. Because these two types of illnesses have similar flu-like symptoms, it can be difficult to tell the difference between them based on symptoms alone. In general, the flu is worse than the common cold, and symptoms such as fever, body aches, extreme tiredness, and dry cough are more common and intense. Colds are usually milder than the flu. People with colds are more likely to have a runny or stuffy nose. Colds generally do not result in serious health problems, such as pneumonia, bacterial infections, or hospitalizations.
How can you tell the difference between a cold and the flu?

- Because colds and flu share many symptoms, it can be difficult (or even impossible) to tell the difference between them based on symptoms alone. Special tests that usually must be done within the first few days of illness can be carried out, when needed to tell if a person has the flu.

What are the symptoms of the flu versus the symptoms of a cold?

- In general, the flu is worse than the common cold, and symptoms such as fever, body aches, extreme tiredness, and dry cough are more common and intense. Colds are usually milder than the flu. People with colds are more likely to have a runny or stuffy nose. Colds generally do not result in serious health problems, such as pneumonia, bacterial infections, or hospitalizations.

What are influenza antiviral medications?

- Influenza antiviral medications are drugs that suppress the ability of influenza viruses to reproduce. When used correctly, they can reduce the duration of symptoms and some complications from influenza virus infection.

How are antiviral medications used for flu?

- Antiviral medications are used along with vaccines to prevent and treat influenza. They most often are used to control flu outbreaks in institutions, such as nursing homes or hospitals, where people at high risk for complications from flu are in close contact with each other.

At what age should a child be vaccinated?

- To protect their health, all children 6 months to 23 months old should be vaccinated against the flu. Children 2 years old or older who have an underlying, long-term illness (such as heart or lung disease [like asthma], metabolic disease [like diabetes], kidney disease, a blood disorder, or a weakened immune system) should get a flu shot. The flu shot is not approved for use in children less than 6 months old.

Where can I get more information about the flu?

- You can call the CDC Flu Information Hotline (English and Spanish) at: 800-CDC-INFO (800-232-4636); 888-232-6348 (TTY) (hand washing chart –page 30 & 31)

Remind students and staff to clean their hands, and make sure they have the supplies to do so.

Frequent hand washing with soap and water will help protect students and staff from viruses. Wash hands for 15-20 seconds (long enough to sing the "Happy Birthday" song twice.) Alcohol-based hand rubs may be used as an alternative. Students and staff should be advised to rub their hands thoroughly until dry. Work with your school’s janitorial staff to ensure that restrooms are stocked with soap and paper towels or working hand dryers. Work with teachers to have a supply of alcohol-based hand-rub in each classroom.
Remind students and staff to cover noses and mouths when coughing or sneezing, and have tissues readily available. Remember to advise them to dispose of used tissues in appropriate waste receptacles.

Make sure that tissues are available in all classrooms and common areas, such as libraries or lunchrooms. If hands become contaminated with respiratory secretions while coughing or sneezing, perform hand hygiene as soon as possible.

Encourage sick students and staff to stay at home.

Sick students and staff should stay home from school until they have been without fever for 24 hours to help prevent spreading illness to others.

Work closely with your local health department if making plans regarding school closure.

Any decisions about closing a school due to increased influenza activity should be made in consultation with local and state health and education departments. It is unknown whether school closings are beneficial in controlling the spread of influenza.

In a pandemic influenza event, it may be necessary to close schools for administrative reasons (insufficient staff to meet the instructional and safety needs of students).

For more information contact RSU Superintendent.


Surge Capacity Guidance for York County Hospitals as cited by: The Yale New Haven Health System

(EACH YORK COUNTY HOSPITAL HAS ITS OWN PANDEMIC INFLUENZA PLAN)**

The Yale New Haven Health System (YNHHS) defines surge capacity as…”the maximum healthcare-related service that the healthcare system can provide during a public health emergency, domestic attack, major disaster or high consequence event. Surge capacity depends on the provision of an adequate quantity and quality of healthcare facilities, equipment, supplies, pharmaceuticals and personnel.”

The following are some of the key recommendations that have been identified by the Surge Subcommittee:

1. Each system hospital should develop a graded staffing plan to staff their facility with 10, 20 and 40% reductions in staff.
2. Identify potential patient care locations and implement activities that increase patient care space, which may include the cancellation of elective surgeries and admissions.
3. Due to the unknown nature of the emergency, it is difficult to identify specific treatment
algorithms and protocols, however, the mechanism to be used to rapidly develop and implement these procedures must be in place. These procedures are to be based upon the latest information on the emergency and any recommendations being offered by local, state and federal health officials.

4. Developing a thorough risk communication plan to decrease the amount of fear and misinformation in order to maximize attendance of the work force.

5. Develop a plan in conjunction with local agencies in order to provide for increased inter-facility transfers to any alternative care sites.

6. Each hospital’s Protective Services needs to develop and implement policies that provide adequate security to crucial areas of operation including the ED, Pharmacy and any mass vaccination site.

7. Each member of the hospital incident command system should take Mental Health Aspects of Emergencies and Disasters for Non-Mental Health Professionals (EM 230).

8. Develop a program that identifies the content and scope of just-in-time (JIT) training that would be required for volunteers to be effectively utilized within the hospital.

The Southern Maine Medical Center (SMMC) has developed a plan that results in the stockpiling of PPE.

The capacity to increase bed space during a disaster is a critical element of a hospital’s emergency management plan. The term known as “surge capacity” is used to describe this capacity.

Every York County hospital has reviewed its clinical facility, evaluated supplies on site, and begun discussions regarding the following nine areas of need to support any type of surge. For all three hospitals, emphasis has been on the evaluation of individual facility needs, personnel, equipment and supplies.

Table 1

<table>
<thead>
<tr>
<th>Hospital</th>
<th>Projected Flu Patients/Day</th>
<th>Projected Incubated Patients/Day</th>
</tr>
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<tbody>
<tr>
<td>So Me Medical Ctr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H.D. Goodall Hospital</td>
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<tr>
<td>York Hospital</td>
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</tbody>
</table>

1. These patients are the average number of flu patients in each facility on any given day during the eight week time period. There will be fewer patients in the beginning and at the end of the outbreak and may be more in the middle.

2. The latest evidence indicates that approximately one third of patients will require ventilator support.
The CDC has made recommendations that airborne precautions be taken without the need for negative pressure rooms. Compliance with this recommendation requires the purchase of 50% more N-95 masks.

This annex has identified the nine major areas that each hospital should consider in developing institution-specific surge plans. Guidance and potential solutions for the challenges that will be faced are provided.

### Principle Areas of Need

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<tbody>
<tr>
<td>9. Supplies and equipment</td>
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</table>

#### 1. Staffing

The potential for up to 40% of the staff becoming ill will have to be incorporated into any staffing requirements.

Staffing concerns would include:

- Mitigating fear and anxiety among staff through effective communications
- Avoiding misinformation which disrupts staff confidence
- Recognizing and addressing staff concerns for their own families (e.g. daycare)

Each hospital should develop a graded staffing plan to staff their facility with 10, 20 and 40% reductions in staff.

Decreases in ambulatory services should be discussed with the physicians who may be impacted prior to initiating any policy changes in order to prepare them for interruption in their practice. It is recommended that these policy issues be discussed at the highest level of the organization and promulgated through the Medical Staff Office via the Chief of Staff.

#### 2. Facilities

Facilities considerations when developing the surge capacity response include:

- Identification of potential patient care locations and implementing standard activities to increase internal space capacity whenever feasible, which may include the cancellation of elective surgeries and admissions
- Predetermination of triage locations (on- or off-site), including primary and secondary triage locations
- Establishment of isolation wards
• Consideration of alternate treatment sites and transportation, access, and security activities

2. Facilities

Identify patient care spaces in 25 patient allotments. To complete this we recommend using a surge capacity template to assist in the determination of appropriate spaces for patient care.

Identify spaces that can readily converted into isolation wards and develop a list of requirements to make these spaces useable. Have MOU’S in place with alternative facilities.

3. Clinical Requirements

The principle clinical considerations include:

• Ensuring the availability of adequate personal protective equipment (PPE) and decontamination capacity
• Maintaining flexibility in clinical operations (flex down other services so assets may be used elsewhere)
• Patient care protocols would be needed regarding diagnosis, discharge planning, and treatment decisions that may include making ethical decisions
• Traditional clinical staffing policies and procedures during disaster events would need reevaluation (e.g., nursing-to-patient ratio, staff certification versus patient acuity, etc.)
• Due to the unknown nature of the emergency, it is difficult to identify specific treatment algorithms and protocols; however, the mechanism to be used to rapidly develop and implement these procedures, based on the latest information of the emergency and any recommendations being offered by local, state and federal health officials, must be in place.

4. Communications

Communication plans should place a priority on internal communication with the staff.

5. Transportation

Transportation considerations when developing the surge capacity response includes the need to:

• Manage additional patient inter-facility transfers that include both traditional methods (ambulances, chair cars) and non-traditional methods (buses, trucks, etc.)
• Increase parking requirements for staff and patients
• Provide alternate delivery and supply routes for personnel, supplies and equipment

6. Security

The principle security considerations include the need to:

• Establish perimeter control
• Establish emergency (temporary) identification protocols (extra credentials)
• Enforce visitor restrictions
• Coordinate actions with local law enforcement authorities
• Enhance protection of critical infrastructure, e.g., emergency department, communications department, information technology, pharmacy, operating room, laboratory, etc.

7. Mental Health

Develop psychiatric and mental health guidelines and work into formal guidelines or protocol.

8. Volunteers

• Plans for the use of volunteers in an emergency will need to be developed by all three hospitals. The activation of the emergency volunteer network through the YCCERT or hospitals Auxiliary’s should be considered, however, due to the widespread nature of the event, their capabilities may be severely constrained.

9. Supplies and Equipment

• Each hospital should begin accumulating needed supplies. Other factors that need consideration are the storage supplies and distribution of supplies, including off-site storage. PPE which has no expiration date is ideal for long term storage. Drills including the retrieval of off-site stored supplies can also be used as an opportunity to rotate stock.

Guidance for this Surge Capacity Guidance came from YALE NEW HAVEN HEALTH SYSTEM

K. Communicating to the Public on Pandemic Influenza

The Basics

• A pandemic influenza could be a devastating event.
• Precautions can be taken to lessen the effects of the pandemic influenza such as social distancing, good hygiene, use of anti-viral drugs and vaccines (if available)
• Anti-viral medications will be in short supply and dedicated to essential workers
• Vaccines may not be available readily until well after the pandemic begins
• Individuals may be asked to stay home for extended periods of time
• Places where the public gather, may be closed due to staffing shortages and as a method to lessen the spread of the influenza

What the Public can do now

• Get a flu shot – won’t prevent the “pandemic Influenza” but will lessen the burden on health care system
• Begin stockpiling non-perishable food and supplies (See red cross “How to build a disaster kit” or go to www.ready.gov
• Compile essential names of phone numbers
What the Public can do during a pandemic

- Listen to media for advisories
- Reduce public contact
- Stay informed by checking www. websites
  - www.bcpa.org

- Stay home when sick, keep family members home when sick (home quarantine)
- Practice good hygiene, avoid social gatherings, cover your cough

Environmental Cleanliness

- Influenza virus can live up to 2 days on hard surfaces.
- Washing hard surfaces (sinks, counters, etc..) with a disinfectant such as a ten percent bleach solution (one part bleach and nine parts water) will kill the influenza virus.
- Surfaces that are frequently touched with hands should be cleaned often. Careful, thorough cleaning of surfaces is effective in removing the influenza virus and many other germs.
- If a member of your family is ill with influenza, keep their personal items, such as towels, separate from the rest of the family. (Do NOT share towels.)
- Ensure that your home always has an adequate supply have supplies for hand washing and cleaning.
- Special handling of laundry or linen from a person who may have influenza is not necessary. Wash clothing and linen in a warm wash cycle with a commercial laundry detergent and dry as usual.
- Garbage generated by a person with influenza does not require special handling.
- Individuals who die at home should be wrapped in a sheet and kept in a cool dry location until pick up by funeral services. Bodies of persons who die from influenza are not considered contagious to others.

Food supplies to have on hand

- Have a supply of food and drinks to last for several weeks (non-perishable).

General considerations

- You don't need to go out and buy unfamiliar foods to prepare an emergency food supply.
- You can use the canned foods, dry mixes and other staples on your cupboard shelves. In fact, familiar foods are important. They can lift morale and give a feeling of security in time of stress. Also, canned foods won't require cooking, water or special preparation.

Special considerations

- As you stock food, take into account your families unique needs and tastes. Try to include foods that they will enjoy and that are also high in calories and nutrition. Foods that require no refrigeration, preparation or cooking are best.
- Individuals with special diets and allergies will need particular attention, as will babies, toddlers and elderly people.
- Nursing mothers may need liquid formula, in case they are unable to nurse.
- Canned dietetic foods, juices and soups may be helpful for ill or elderly people.
- Make sure you have a manual can opener and may be disposable utensils.
- Don't forget non-perishable foods and water for your pets.

Recommended foods include:

- Ready-to-eat canned meats, fruits and vegetables. (Be sure to have a manual can opener)
- Canned juices, milk and soup (if powdered, store extra water).
- High energy foods, such as peanut butter, jelly, crackers, granola bars and trail mix.
- Comfort foods, such as hard candy, sweetened cereals, candy bars and cookies.
- Instant coffee, tea bags.
- Foods for infants, elderly persons or persons on special diets, if necessary.
- Compressed food bars. They store well, are lightweight, taste good and are nutritious.
- Trail mix. It is available as a pre-packaged product or you can assemble it on your own.
- Dried foods. They can be nutritious and satisfying, but have some have a lot of salt.
- Freeze-dried foods. They are tasty and lightweight, but will need water for reconstitution.
- Instant Meals. Cups of noodles or cups of soup are a good addition, although they need water for reconstitution.
- Snack-sized canned goods. Good because they generally have pull-top lids or twist-open keys.
- Pre-packaged beverages. Those in foil packets and foil-lined boxes are suitable because they are tightly sealed and will keep for a long time.

Storage tips

- Keep food in a dry, cool spot - a dark area if possible.
- Keep food covered at all times.
- Open food boxes or cans care-fully so that you can close them tightly after each use.
- Wrap cookies and crackers in plastic bags, and keep them in tight containers.
- Empty opened packages of sugar, dried fruits and nuts into screw-top jars or air-tight cans to protect them from pests.
- Inspect all food for signs of spoilage before use.
- Use foods before they go bad, and replace them with fresh supplies, dated with ink or marker. Place new items at the back of the storage area and older ones in front.

How long can food supplies be stored?

To judge how long you can store food supplies, look for an “expiration date” or “best if used by” date on the product. If you can not find a date on the product, then the general recommendation is to store food products for six months and then replace them.

Some households find it helpful to pull food products for their regular meals from their emergency supplies kit and replace them immediately on an ongoing basis, so the food supplies are always fresh.

Shelf-life of foods for storage; here are some general guidelines for rotating common emergency foods.
Use within six months:

- Powdered milk (boxed)
- Dried fruit (in metal container)
- Dry, crisp crackers (in metal container)
- Potatoes

Use within one year:

- Canned condensed meat and vegetable soups
- Canned fruits, fruit juices and vegetables
- Ready-to-eat cereals and uncooked instant cereals (in metal containers)
- Peanut butter
- Jelly
- Hard candy and canned nuts
- Vitamin C

May be stored indefinitely (in proper containers and conditions):

- Wheat
- Vegetable oils
  - Water supplies (Remember 1 gallon per person per day)

During a pandemic there might be a shortage or disruption of supply safe drinking water. Store water now as you might need it during pandemic. Everyone requires about 3 liters of drinking water per day. You will also need water for cooking and washing and drinking water for pets. Bracing your hot water cylinder and header tank will not only guard against damage but may also ensure you have a significant store of clean, usable water.

Storage tips

- Save plastic soft drink bottles for storing emergency water.
- Wash the containers and lids thoroughly with hot tap water and dish detergent. Rinse thoroughly with hot tap water.
- Store water in a cool, dark place.
- Because hydrocarbon vapors can penetrate polyethylene plastics, store water in plastic containers away from gasoline, kerosene, pesticides, or similar substances.
- Before use check the water by holding it to the light, treat if concerned about quality.
- Treat by adding 3 drops of unscented bleach per liter - leave for 20 minutes.
- To improve the taste of water stored for a long time, pour it from one clean container to another clean container several times, to put air back into it.

How long can water supplies be stored?

- For best quality, replace water stored from a public or vended water supply every six months or more frequently (mark the end date).
- To extend storage life, store water bottles in the freezer.
• For commercially bottled distilled or drinking water, check the label for an expiration date. If none is given, bottled water should have a shelf-life of at least one year.

Should water be treated before storing it?

If your local water is treated commercially by a water treatment utility, you do not have to treat the water before storing it. It is important to change and replace stored water every six months or more frequently.

If your local water is not treated commercially by a water treatment facility, that is, if your water comes from a public well or other public, non-treated system, follow instructions about water storage provided by your public health agency or water provider. They may recommend treating it with a small amount of liquid household bleach.

If your local water comes from a private well or other private source, consult with your local public health agency about recommendations regarding storage of water. Some water sources have contaminants (minerals or parasites) that can not be neutralized by treatment with liquid household chlorine bleach.

Water treatment

Be sure that the water you are treating is drinking-quality water to begin with. To treat water for storage, use liquid household chlorine bleach that contains 5.25 percent sodium hypochlorite. Do not use bleach with soaps or scents added. Add the bleach according to the table below, using a clean, and uncontaminated medicine dropper.

<table>
<thead>
<tr>
<th>Drops household bleach</th>
<th>per liter</th>
<th>per gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 drops per liter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 drops per 2-litre</td>
<td>per 2-litre</td>
<td>per 2-quart (½ gallon)</td>
</tr>
<tr>
<td>16 drops (= 1/4 teaspoon)</td>
<td>per 4-liter</td>
<td>per gallon</td>
</tr>
</tbody>
</table>

When treating larger quantities of water, use the following table to convert drops to standard measuring units.

<table>
<thead>
<tr>
<th>Drops household bleach</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 drops = ⅛ teaspoon</td>
<td></td>
</tr>
<tr>
<td>16 drops = ¼ teaspoon</td>
<td></td>
</tr>
<tr>
<td>32 drops = ½ teaspoon</td>
<td></td>
</tr>
<tr>
<td>64 drops = 1 teaspoon</td>
<td></td>
</tr>
<tr>
<td>192 drops = 1 Tablespoon</td>
<td></td>
</tr>
<tr>
<td>384 drops = 1/8 cup which is equal to 2 Tablespoons</td>
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</tbody>
</table>

Stir the water and allow it to stand for 30 minutes. Chlorine should be detectable by odor after the 30 minute waiting period. If the water does not smell like chlorine at that point, repeat the dose and let it stand another 15 minutes. Place caps on containers and attach labels describing the contents and when each was prepared.

First aid kit / medication
- Check your medical supplies and first aid kit. Make sure you have a thermometer and extra Paracetamol for all family.
- Consider including surgical masks. Masks worn by sick people can help stop the spread of germs. Notice that a mask can be worn only for a short time, and needs changing when wet from sneezing and coughing.

Other supplies to store

- Toilet paper, paper towels
- Tissues
- Soap, liquid detergent
- Washing powder
- Feminine supplies
- Personal hygiene items
- Plastic garbage bags, ties (for personal sanitation uses)
- Disinfectant
- Household chlorine bleach

Basic supply for 14 days for one person (based on a calculated need of 2000 kcal per day)

<table>
<thead>
<tr>
<th>Food and Beverages</th>
<th>Amount</th>
<th>To be used before</th>
<th>exist</th>
<th>needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canned condensed meat, fish and sausages</td>
<td>2 kg</td>
<td>2 years or expiration date</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>ready-to-eat canned meals and soups</td>
<td>4 kg</td>
<td>2 years or expiration date</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>dry soups, powdered eggs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canned fruits and vegetables</td>
<td>2 kg</td>
<td>1 to 2 years</td>
<td>kg</td>
<td>Kg</td>
</tr>
<tr>
<td>Jelly, honey</td>
<td>0.5 kg</td>
<td>1 year</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>Canned milk</td>
<td>5 cans a</td>
<td>6 to 12 month</td>
<td>cans</td>
<td>cans</td>
</tr>
<tr>
<td>170g</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Powdered milk</td>
<td>0.5 kg</td>
<td>6 to 12 month</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>Cheese</td>
<td>0.25 kg</td>
<td>6 month</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>Vegetable oil, butter, peanut butter,</td>
<td>0.5 kg</td>
<td>6 to 12 month</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>margarine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canned or sealed bread, biscuits, crackers,</td>
<td>2 kg</td>
<td>1 year</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>cookies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nutriments (cereals, dry pasta, rice,</td>
<td>0.5 kg</td>
<td>1 year</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sugar</td>
<td>0.5 kg</td>
<td>indefinitely</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>Salt, spices</td>
<td>0.25 kg</td>
<td>indefinitely</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>Coffee or instant coffee, black tea or</td>
<td>0.5 kg</td>
<td>1 year (3 years if</td>
<td>kg</td>
<td>kg</td>
</tr>
<tr>
<td>herbal tea, cacao</td>
<td></td>
<td>6 month)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mineral water</td>
<td>30:1 5 l</td>
<td>Expiration date, at least a year</td>
<td>1 l 1 kg 1 kg</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>----------</td>
<td>---------------------------------</td>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td>Stored water from a public or vended water supply vegetable or fruit juice, vitamin tablets</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baby food</td>
<td>If appropriate</td>
<td>expiration date</td>
<td>kg kg</td>
<td></td>
</tr>
</tbody>
</table>

Hand hygiene with soap and water

Hand Hygiene with Alcohol-based Hand Sanitizer

1. Remove jewelry. Apply enough product to open palms.
2. Rub hands together palms to palms
3. Rub in between and around fingers
4. Cover all surfaces of the hands and fingers
5. Rub backs of hands and fingers. Rub each thumb.
6. Rub fingertips of each hand in opposite palm
7. Keep rubbing until hands are dry.

**The volume required to be effective varies from product to product. Enough product to keep hands moist for 15 seconds should be applied.
Do not use these products with water. Do not use paper towels to dry hands.

Note: Wash hands with soap and water if hands are visibly dirty or contaminated with blood or other body fluids. Certain manufacturers recommend washing hands with soap and water after 5-10 applications of gel.
Mortuary

See the - Maine Emergency Operations Plan
(Public Safety/Medical Examiners Appendix to Mortuary Plan)

Purpose – To identify the appropriate scene response resources and protocols for deaths due to a pandemic influenza (PI) event.

A PI event will result in an increased number of deaths both in and out of medical treatment facilities. Existing fatality management systems in all communities will require an increased surge capacity and capability to manage the event.

P. Mental Health Intervention*

Make sure efforts to increase health protective behaviors and response behaviors. Individuals under stress will need remainders to take care of their own health and limit potentially harmful behaviors. This will include taking medications, anti-virals and vaccinations.

Communicate frequently - clear, simple, concise

Educate the public – address the fears

Utilize psychological first-aid (have a mental health worker on stand-by)

Establish safety, identify safe areas and behaviors
Maximize individual’s ability to care for self and family
Teach calming skills and maintenance of natural body rhythms (nutrition, sleep, rest, exercise)
Maximize connectedness to family (visit, phone, email)
Maintain support and care for 1st responders
Monitor mental health
Address PTSD
Depression
Altered state of mind
Altered substance use
Maintain psychosocial needs

*Center for the Study of Traumatic Stress, Uniformed Services University of the Health Sciences

Q. Infection Control in Health- Care Facilities

Recommendations for Infection Control in Health- Care Facilities Caring for Patients with known or suspected Avian Influenza.

Human influenza is thought to transmit primarily via large respiratory droplets. Standard precautions plus droplet precautions are recommended for the care of patients infected with human influenza.
All patients who present to a health-care setting with fever and respiratory symptoms should be managed according to recommendations for respiratory hygiene and cough etiquette.

Patients with a history of travel within 10 days

R. Death Certificates (Follow guidelines established by Me State Legislature) see below –not inclusive

An Act To Allow Physician Assistants To Sign Death Certificates
LR 1486, item 1, SIGNED on 2007-04-17 - First Regular Session - 123rd Legislature, page 1.

An Act To Allow Physician Assistants To Sign Death Certificates
Be it enacted by the People of the State of Maine as follows:
Sec. 1. 22 MRSA §2842, sub-§2, as amended by PL 2005, c. 359, §1, is further amended to read:

2. Medical certificate by physician, nurse practitioner or physician assistant. The medical certification of the cause of death must be completed in typewritten or legibly hand-printed style and signed in a timely fashion by a physician or, nurse practitioner or physician assistant authorized to practice in the State who has knowledge of the patient's recent medical condition, in accordance with department regulations and other laws detailing who can certify and in what time frame, except when the death falls under the jurisdiction of the medical examiner as provided in section 3025.

If the patient was a resident of a nursing home licensed under section 1817 at the time of death and if the health care provider in charge of the patient's care or another health care provider designated by the health care provider in charge had not examined the patient within 48 hours prior to death, or within 2 weeks prior to death in the case of a terminally ill patient, the health care provider in charge or another health care provider designated by the health care provider in charge shall examine the body prior to completing the certification of death process.

Any health care provider who fails to complete the medical certification of the cause of death fully, in typewritten or legibly hand-printed style and in a timely manner, or who fails to examine the body of a nursing home resident prior to certifying cause of death as required by this section must be reported to the Board of Licensure in Medicine, the Board of Osteopathic Licensure or the State Board of Nursing, whichever is appropriate, by the State Registrar of Vital Statistics of the Department of Health and Human Services.

For the purposes of this subsection, the following terms have the following meanings.

A. "Life-sustaining procedure" means any medical procedure or intervention that, when administered to a qualified patient, will serve only to prolong the dying process and does not include nutrition and hydration.

B. "Terminally ill patient" means a patient who has been diagnosed as having an incurable or irreversible condition that, without the administration of life-sustaining procedures, will, in the opinion of the attending health care provider, result in death within a short time.

C. "Health care provider" means a physician authorized to practice in this State or, nurse practitioner or physician assistant.

D. "Nurse practitioner" means an advanced practice registered nurse who is a certified nurse
practitioner authorized to practice without the supervision of a physician pursuant to Title 32, chapter 31.

E. "Physician assistant" means a person who has graduated from a physician assistant or surgeon assistant program accredited by the American Medical Association Committee on Allied Health Education and Accreditation or the Commission on Accreditation of Allied Health Education Programs or its successor and who has passed the certifying examination administered by the National Commission on Certification of Physician Assistants or its successor.

Sec. 2. 22 MRSA §2842, sub-§2-A, as amended by PL 2005, c. 359, §2, is further amended to read:

2-A. Medical certification. Notwithstanding subsection 2, with respect to a person who dies within the State naturally and for whom the physician or, nurse practitioner or physician assistant was the attending health care provider, the medical certification of the cause of death may be completed and signed by a physician or, nurse practitioner or physician assistant authorized to practice at the Veterans Administration Hospital at Togus or at another federal medical facility within the State or by a physician or, an advanced practice registered nurse or physician assistant licensed to practice in New Hampshire, Vermont or Massachusetts, who, at the request of the Chief Medical Examiner, is willing to do so.

Sec. 3. 22 MRSA §2843, first ¶, as amended by PL 2005, c. 359, §3, is further amended to read: Except as authorized by the department, no dead human body may not be buried, cremated or otherwise disposed of or removed from the State until a funeral director or other authorized person in charge of the disposition of the dead human body or its removal from the State has obtained a permit from the clerk of the municipality where death occurred or where the establishment of a funeral director having custody of the dead human body is located. The permit is sufficient authority for final disposition in any place where dead human bodies are disposed of in this State, provided that as long as the requirements of Title 32, section 1405 are met in appropriate cases. The permit may not be issued to anyone other than a funeral director until the clerk of the municipality receives a medical certificate that has been signed by a physician or a medical examiner that indicates that the physician or medical examiner has personally examined the body after death.

A permit must also be issued if a nurse practitioner or physician assistant has signed the medical certificate indicating that the nurse practitioner or physician assistant has knowledge of the deceased's recent medical condition or was in charge of the deceased's care and that the nurse practitioner or physician assistant has personally examined the body after death. The authorized person may transport a dead human body only upon receipt of this permit.

Sec. 4. 22 MRSA §2843, 3rd ¶, as amended by PL 2005, c. 359, §4, is further amended to read:

A municipal clerk may issue a disposition of human remains permit to a funeral director who presents a report of death and states that the funeral director has been unable to obtain a medical certification of the cause of death. The funeral director shall name the attending physician, attending nurse practitioner, attending physician assistant or medical examiner who will certify to the cause of death and present assurances that he or she, the attending physician, attending nurse practitioner, attending physician assistant or medical examiner has agreed to do so. The funeral director shall exercise due diligence to secure the medical certification and file the death certificate as soon as possible.

Sec. 8. 22 MRSA §2907, sub-§2, as amended by PL 2005, c. 359, §7, is further amended to read:

2. Time of death. The time of death must be determined by a physician or, nurse practitioner
or physician assistant who attends the donor at the donor's death, or, if none, the physician or, nurse practitioner or physician assistant who certifies the death. This physician or, nurse practitioner or physician assistant may not participate in the procedures for removing or transplanting a part.

Area Hospital Telephone Numbers:

<table>
<thead>
<tr>
<th>Hospital</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goodall Hospital</td>
<td>Sanford, ME</td>
<td>207 324-4310</td>
</tr>
<tr>
<td>SMMC</td>
<td>Biddeford, ME</td>
<td>207 283-7000</td>
</tr>
<tr>
<td>York Hospital</td>
<td>York, ME</td>
<td>207 363-4321</td>
</tr>
<tr>
<td>Frisbee Hospital</td>
<td>Rochester, NH</td>
<td>603 332-5211</td>
</tr>
<tr>
<td>Wentworth Douglas</td>
<td>Dover, NH</td>
<td>603 742-5252</td>
</tr>
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</table>

York County –Pandemic Influenza –
Daily Situation Report

<table>
<thead>
<tr>
<th>Priority</th>
<th>Date</th>
<th>Time Reported</th>
<th>Reporting: Jurisdiction &amp; Hospital</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Status -If hospital – New admissions (Flu/ Pneumonia)</th>
<th>Flu/ Pneumonia Patients since last report</th>
<th>Total Flu/ Pneumonia Patients in Hospital</th>
<th>Total Patients</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Critical Beds available</th>
<th>Flu/ Pneumonia Patients in Critical Care</th>
<th>Total patients in Critical care</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surge Capacity</th>
<th>Patients in Isolation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ventilator Availability</th>
<th>Adult</th>
<th>Pediatric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required; On hand</td>
<td></td>
<td>Required; On hand</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Neonate</th>
<th>Emergency Portables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required; On hand</td>
<td></td>
<td>Required; On hand</td>
</tr>
<tr>
<td>Available Staff</td>
<td>PA; DR; RN; LPN; PT; RT</td>
<td>Other:</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>On hand Shortage</td>
<td>___ ___ ___ ___ ___ ___</td>
<td></td>
</tr>
<tr>
<td>Anti-viral Medication:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vaccine Doses on-hand</td>
<td>Type__________________; Amount__________________</td>
<td>Type__________________; Shortage______________</td>
</tr>
<tr>
<td>Number of Deaths (since last report)</td>
<td>Morgue backlog_______</td>
<td>Corpse/ Burial Backlog______</td>
</tr>
<tr>
<td>Available Volunteers:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prepared by __________________________

York County Pandemic Influenza Provider Agency Plan Date___________

Provider Agency Information:

Agency Name:_________________________ Site Name:_____________________________

Type of Facility Operated:

_____Children's Residential        _____Adult Mental Health

_____Adult Mental Retardation Services -ICF MR's        _____ Adult Residential Care

_____Emergency Shelter        _____Nursing Home

_____Crisis Residential        _____Other ______________________________

Facility Site Location- Street:_________________________________________________

City: ________________________________
State: __________________ Zip: __________________

E-mail: __________________________________________________

Phone: __________________ Alternate: ______________________

Number of Beds: ________________ Number occupied: _________

Chain of Command for Agency

Name________________________________ Position____________________

Business #_________________________ emergency #___________________

E-mail: _________________________________________________________

Name________________________________ Position____________________

Business #_________________________ emergency #___________________

E-mail: _________________________________________________________

Name________________________________ Position____________________

Business #_________________________ emergency #___________________

E-mail: _________________________________________________________

Facility Chain of Command (if different) (use back if necessary)

Name________________________________ Position____________________

Business #_________________________ emergency #___________________

E-mail: _________________________________________________________

Does your agency/facility have an up-date disaster plan?

Yes_______ No_______

When was this completed?

Yes_______ No_______

Has it been accommodated to address the specific issues of Pandemic?
Yes_______  No _______

...........................................................................................................................................................................

Staffing: If a large number of employees are out iff, how would the facility be staffed?

...........................................................................................................................................................................

Is there a location in the facility where residents could be quarantined?

...........................................................................................................................................................................

Could residents be moved to another facility?   How?

...........................................................................................................................................................................

Emergency information on each

Is there an adequate supply available for a 3-4 week isolation period? Ie. Food, water, meds

...........................................................................................................................................................................

Profile completed by: ________________________________

Date: ________________________________
Glossary

Adjuvant: A substance added to a vaccine to improve the immune response so that less vaccine is needed to provide protection.

Antibiotic: A substance produced by bacteria or fungi that destroys or prevents the growth of other bacteria and fungi.

Antibody: A protein produced by the body's immune system in response to a foreign substance (antigen). Our bodies fight off an infection by producing antibodies. An antibody reacts specifically with the antigen that triggered its formation and its function is to inactivate the antigen.

Antigen: Any foreign substance, usually a protein that stimulates the body's immune system to produce antibodies. (The name antigen reflects its role in stimulating an immune response - antibody generating.)

Antiviral: Drug that is used to prevent or cure a disease caused by a virus, by interfering with the ability of the virus to multiply in number or spread from cell to cell.

APHIS: Animal and Plant Health Inspection Service, a part of the U.S. Department of Agriculture that provides leadership in ensuring the health and care of animals and plants.

Asymptomatic: Presenting no symptoms of disease.

Avian flu: A highly contagious viral disease with up to 100% mortality in domestic fowl caused by influenza A virus subtypes H5 and H7. All types of birds are susceptible to the virus but outbreaks occur most often in chickens and turkeys. The infection may be carried by migratory wild birds, which can carry the virus but show no signs of disease. Humans are only rarely affected.

Carrier: A bearer and transmitter of a agent capable of causing infectious disease. An asymptomatic carrier shows no symptoms of carrying an infectious agent.

CDC: Centers for Disease Control and Prevention, the U.S. government agency at the forefront of public health efforts to prevent and control infectious and chronic diseases, injuries, workplace hazards, disabilities, and environmental health threats. CDC is one of 13 major operating components of the Department of Health and Human Services.

Clade: A group of organisms, such as a species, whose members share homologous features derived from a common ancestor. The avian virus H5N1 clade 1 includes human and bird isolates from Vietnam, Thailand, Cambodia, Laos, and Malaysia. Clade 2 viruses have been identified in bird isolates from China, Indonesia, Japan, and South Korea.

Contagious: A contagious disease is easily spread from one person to another by contact with the infectious agent that causes the disease. The agent may be in droplets of liquid particles made by coughing or sneezing, contaminated food utensils, water or food.

DOI: U.S. Department of Interior, the government agency that protects and provides access to our Nation's natural resources.
Drift: One process in which influenza virus undergoes mutation. The amount of change can be subtle or dramatic, but eventually as drift occurs, a new variant strain will become dominant. This process allows influenza viruses to change and re-infect people repeatedly through their lifetime and is the reason influenza virus strains in vaccine must be updated each year. See shift.

Enzyme: A substance that speeds up chemical reaction. Every chemical reaction in living organisms is facilitated by an enzyme.

EPA: U.S. Environmental Protection Agency, the government agency that leads the nation's environmental science, research, education and assessment efforts.
Epidemic: A disease occurring suddenly in a community, region or country in numbers clearly in excess of normal. See pandemic.

FAO: Food and Agriculture Organization of the United Nations leads international efforts to defeat hunger. FAO serves both developed and developing countries and acts as a neutral forum where all nations meet as equals to negotiate agreements and debate policy.

FDA: U.S. Food and Drug Administration, the government agency responsible for protecting the public health by assuring the safety, efficacy, and security of human and veterinary drugs, biological products, medical devices, our nation's food supply, cosmetics, and products that emit radiation. FDA is one of 13 major operating components of the Department of Health and Human Services.

H5N1: A variant of avian influenza, which is a type of influenza virulent in birds. It was first identified in Italy in the early 1900s and is now known to exist worldwide.

HPAI: Highly Pathogenic form of Avian Influenza. Avian flu viruses are classified based upon the severity of the illness and HPAI is extremely infectious among humans. The rapid spread of HPAI, with outbreaks occurring at the same time, is of growing concern for human health as well as for animal health. See LPAI.

Homologous: Similar in position, structure, function, or characteristics.

Host: An organism on or in which a parasite lives.

Hemagglutinin: An important surface structure protein of the influenza virus that is an essential gene for the spread of the virus throughout the respiratory tract. This enables the virus to attach itself to a cell in the respiratory system and penetrate it. Referred to as the “H” in influenza viruses. See neuraminidase.

Immune system: The cells, tissues and organs that help the body to resist infection and disease by producing antibodies and/or altered cells that inhibit the multiplication of the infectious agent.

Infectious agent: Any organism, such as a pathogenic virus, parasite, or bacterium, that is capable of invading body tissues, multiplying, and causing disease.

Influenza: A serious disease caused by viruses that infect the respiratory tract.

Isolate: A pure strain that has been isolated as from diseased tissue, contaminated water, or the air.
LPAI: Low Pathogenic form of Avian Influenza. Most avian flu strains are classified as LPAI and typically cause little or no clinical signs in infected birds. However, some LPAI virus strains are capable of mutating under field conditions into HPAI viruses. See HPAI.

MRC: The Medical Reserve Corps establishes teams of local volunteer medical and public health professionals who can contribute their skills and expertise throughout the year and during times of community need.

Mutation: Any alteration in a gene from its natural state. This change may be disease causing or a benign, normal variant. Specific mutations and evolution in influenza viruses cannot be predicted, making it difficult if not impossible to know if or when a virus such as H5N1 might acquire the properties needed to spread easily among humans.

Neuraminidase: An important surface structure protein of the influenza virus that is an essential enzyme for the spread of the virus throughout the respiratory tract. It enables the virus to escape the host cell and infect new cells. Referred to as the “N” in influenza viruses. See hemagglutinin.

NIAID: National Institute of Allergy and Infectious Diseases conducts and supports basic and applied research to better understand, treat, and ultimately prevent infectious, immunologic, and allergic diseases. NIAID research has led to new therapies, vaccines, diagnostic tests, and other technologies that have improved the health of millions. NIAID is one of 13 major operating components of the Department of Health and Human Services.

NVPO: National Vaccine Program Office is responsible for coordinating and ensuring collaboration among the many federal agencies involved in vaccine and immunization activities. It is part of the Department of Health and Human Services.

OIE (Office International des Epizooties): World Organisation for Animal Health, an international organization including 167 member countries that collects, analyses, and reports information on global animal disease situations.

Pandemic: The worldwide outbreak of a disease in numbers clearly in excess of normal. See epidemic.

Parasite: An organism living in, with, or on another organism.

Pathogenic: Causing disease or capable of doing so.

Pre-pandemic vaccine: A vaccine created to protect against currently circulating H5N1 avian influenza virus strains with the expectation that it would provide at least some protection against new virus strains that might evolve. It would likely be the best vaccine defense available until a vaccine specific to the new strain could be developed.

Prophylactic: A medical procedure or practice that prevents or protects against a disease or condition (eg, vaccines, antibiotics, drugs).

Reassortment: The rearrangement of genes from two distinct influenza strains to produce a novel viral strain.

Seasonal flu: A respiratory illness that can be transmitted person to person. Most people have some immunity, and a vaccine is available. This is also known as the common flu or winter flu.
Shift: The process in which the existing H (hemagglutinin) and N (neuraminidase) are replaced by significantly different H and Ns. These new H or H/N combinations are perceived by human immune systems as new, so most people do not have pre-existing antibody protection to these novel viruses. This is one of the reasons that pandemic viruses can have such a serve impact on the health of populations. See drift.

Species: A class of plants or animals having common attributes and designated by a common name. Theoretically, plants or animals of different species cannot interbreed. However, occasionally this does not hold true.

Strain: A group of organisms within a species or variety.

USAID: United States Agency for International Development provides foreign assistance to developing countries in order to further America's foreign policy interests in expanding democracy and free markets while improving the lives of the citizens of the developing world.

USDA: U.S. Department of Agriculture, the government agency responsible for regulating the safety and development of food, agriculture, and natural resources.

Vaccine: A preparation consisting of antigens of a disease-causing organism which, when introduced into the body, stimulates the production of specific antibodies or altered cells. This produces immunity to the disease-causing organism. The antigen in the preparation can be whole disease-causing organisms (killed or weakened) or parts of these organisms.

Virulent: Highly lethal; causing severe illness or death.

Virus: Any of various simple submicroscopic parasites of plants, animals, and bacteria that often cause disease and that consist essentially of a core of RNA or DNA surrounded by a protein coat. Unable to replicate without a host cell, viruses are typically not considered living organisms.

Waterfowl: Birds that swim and live near water, including ducks, geese, and swans.

WHO: World Health Organization, an agency of the United Nations established in 1948 to further international cooperation in improving health conditions.

Zoonoses: Diseases that are transferable from animals to humans.
B. Mayor’s Appointment to the Parks & Recreation Advisory Board

The Parks and Recreation Advisory Board were established for the purpose of planning a City-wide Parks and Recreation Program and to advise and assist the Parks and Recreation Director in initiating and maintaining this Program. The Board consists of 11 members. The responsibility of the Parks and Recreation Advisory Board includes: (1) Over-all responsibility to promote, enhance and protect recreational opportunities in Saco in order to maintain and further develop the quality of life. (2) Serve as an Advisor to the Parks and Recreation Director, and as a forum for the discussion of new and creative programs including needs and requirements of present and future activities, programs, and projects.

The Mayor has appointed Michael L. Leighton of 31 Village Green Drive to serve on the Parks & Recreation Advisory Board.

Be it ordered that the City Council confirm the Mayor’s appointment of Michael L. Leighton to the Parks & Recreation Advisory Board for a 3 year term to expire on June 15, 2012.

Councilor Smith moved, Councilor Morton seconded, to approve the Consent Agenda. The motion passed with seven (7) yeas.

Michael L. Leighton, PE
31 Village Green Drive
Saco, Maine 04072
Home Phone: 207-284-0179
Home email: mleighto@maine.rr.com

QUALIFICATIONS

- Practicing mechanical engineer with extensive industry experience in a design / manufacturing environment
- Strong project management, customer service, and technical writing skills
- Highly motivated and dependable, a team player

EDUCATION

- University of Wisconsin, Madison, Wisconsin

Master of Engineering in Professional Practice, May 2004
- Member of 29-student cohort comprised of mid-career engineers.
- Two-year distance delivered curriculum aimed at developing technical leadership.

- University of Maine, Orono, Maine

Bachelor of Science in Mechanical Engineering, With Distinction, May 1985

INDUSTRY EXPERIENCE

- Hussey Seating Company, North Berwick, Maine

Sr. Application Engineer, 2004 - Present

- Engineering team leader for order processing, responsible for designing custom bleacher components for engineer-to-order applications in a fast paced environment. Scope includes structural, mechanical, and electrical scenarios.
- Work closely with senior drafters and product configurators.
- Provide key support to Sales team for estimating custom product.
- Experienced in all technical aspects of the sale including bid preparation, submittal drawing preparation, customer/government approvals, design and production drafting, manufacturing, and installation.
- Primary UL contact for telescopic product listing.
- Lead technical contact for telescopic related product liability claims.

- Hussey Seating Company, North Berwick, Maine

Product Engineer, 1999-2004

- Responsible for product maintenance and life cycle management of telescopic seating product line, including implementation of more than 1000 engineering change orders.
- Worked with Marketing to enhance/redesign/cost-reduce common bleacher accessories.
- Member of design team to develop a new upholstered chair line called Quattro. Worked with designers in England and manufacturing partner in China. Traveled to China to approve tooling.
- Team leader of cross-functional design team to develop and standardize a fold down, nose mount version of the Quattro chair suitable for telescopic product. Major arenas in Nebraska, Minnesota, and Missouri purchased this chair.
- Led a seven-member team to cost reduce engineer-to-order components for Hussey’s main bleacher product line.
- Led a five-month Kaizen project to improve telescopic platform order processing. Results from this project include a Quality System to log and control vital team procedures, including work instructions, forms, and checklists. All engineering teams have implemented this system.

- Hussey Seating Company, North Berwick, Maine

Application Engineer, 1994-1999

- Project engineer for custom telescopic seating applications, working closely with project management team. Responsible for the structural and mechanical design of the product.
Designed unique seating solutions in numerous stadiums and arenas, such as removable steel spans and hydraulic lift platforms.

- Fiber Materials Inc., Biddeford, Maine

Facility Engineer, 1985-1994

- Responsible for the maintenance of capital equipment used in the production of aerospace composites – including vacuum impregnators, hot isostatic pressure vessels, and induction furnaces.
- Contributed design enhancements and troubleshooting expertise to the operation of highly specialized, automated weaving looms.
- Gained project management experience in overseeing the fabrication of six quartz-drawing machines at the company’s Columbus, Ohio facility. These machines enabled the successful completion of an extensive Navy contract in a timely manner.
- Designed and specified various ventilation / piping design projects; obtained bids and managed the installation.

PROFESSIONAL AFFILIATIONS

- American Society of Mechanical Engineers
- International Code Council
- Licensed as a PE in Maine, New York, Kentucky, and Wisconsin

SOFTWARE SKILLS

- Autocad 2000, Mechanical Desktop 6 Solid Modeler
- RISA-3D and Cold Formed Steel structural design software
- Oracle 10.7
- Microsoft Project 98, Microsoft Office 2000

RECESS THE MEETING AND MOVE TO WORKSHOP:

Councilor Mills moved, Councilor Bastille seconded, to recess. The motion passed with seven (7) yeas. TIME: 7:40 p.m.

VII. ADJOURNMENT and Reconvene the MEETING:

Councilor Mills moved, Councilor Bastille seconded to reconvene the Council Meeting. The motion passed with seven (7) yeas. TIME 9:03 p.m.

a. Councilor Mills moved, Councilor Bastille seconded, that it be Ordered that the City Council, Pursuant to [1 M.R.S.A. Chapter 18, Subchapter 1, §405 (6) (D)] move to enter into Executive Session: for Land Acquisition and Labor Contract Discussions. The motion passed with seven (7) yeas.

b. Report from Executive Session

Councilor Bastille moved, Councilor Morton seconded, to move out of executive session. The motion passed with seven (7) yeas.
Upon coming out of Executive Session Mayor Roland Michaud conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith Jr., Ronald E. Morton, Sandra Bastille, Arthur Tardif, Eric Cote and Marston Lovell. Mr. Richard R. Michaud, City Administrator was also in attendance.

A report was not given of the executive session.

**VIII. ADJOURNMENT**

Councilor Bastille moved, Councilor Smith seconded, to adjourn. The motion passed with seven (7) yeas.  
TIME: 9:56 p.m.  

ATTEST: ________________________  
Lucette S. Pellerin, City Clerk