

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
SEPTEMBER 18, 2012**

6:00 p.m. Workshop

- A. Review of Refunding General Obligation Bonds Package.
- B. Review of New Post-Insurance Tax Compliance Policy.
- C. Discussion regarding Possible Changes to Downtown Parking.

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Public Comment period - Any member of the public may make comments regarding issues pertaining to Lewiston City Government (maximum time limit is 15 minutes for all comments)

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 2.

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- * 1. Resolve adopting Post-Issuance Tax Compliance Policy for Tax-Exempt Obligations and Other Tax-Benefitted Obligations.
- * 2. Amendments to the Municipal Parking Policy to add a new fee for violations of the Emergency Parking Bans.
- * 3. Amendments to the City Policy Manual regarding the Commercial Rehabilitation Loan Program Policy.
- * 4. Amendment to the Rules Governing the City Council to authorize the Mayor to take meeting agenda items out of order to accommodate the public.
- * 5. Order Authorizing execution of a Municipal Quitclaim Deed for real estate located at 1567 Lisbon Street.
- * 6. Adoption of meeting schedule for the month of November.
- * 7. Appointment of Voting Delegate and Alternate to the Maine Municipal Association Annual Business Meeting.

REGULAR BUSINESS:

- 8. Public Hearing on a new liquor license application for Antigoni's Pizza, 757 Main Street.
- 9. Public Hearing on a new liquor license application and special amusement permit for Altera, 347 Lisbon Street.
- 10. Public Hearing on a new application for a Special Amusement Permit for Live Entertainment for Skye, 855 Lisbon Street.

11. Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, 1465 Lisbon Street.
12. Public Hearing and Final Passage for amendments to the Solid Waste Ordinance regarding the new ePass system.
13. Public Hearing on an application from Grimmel's Industries, 50 River Road, for an Automobile Graveyard/Junkyard permit.
14. Public Hearing on an application from the Lewiston Public Works Department, 424-482 River Road, for an Automobile Graveyard/Junkyard permit.
15. Public Hearing on an application from Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street, for an Automobile Graveyard/Junkyard permit.
16. Public Hearing on an application from Dana's Garage, 193 Crowley Road, for an Automobile Graveyard/Junkyard permit.
17. Public Hearing on an application from K.T.I. Bio Fuels, L.P., 38 Alfred A. Plourde Parkway for an Automobile Graveyard/Junkyard permit.
18. Resolve authorizing the transfer of funds from the 2010 Stormwater Pepperell Mill Headrace Project to the 2010 Stormwater General Storm Drain Rehabilitation Project.
19. Order Authorizing the City Administrator to execute the Second Amendment to the Option to Purchase Agreement between the City and Central Maine Power - Lewiston Steam Plant and 51 Middle Street.
20. Resolve - Communicating the position of the Lewiston City Council to the Maine Turnpike Authority regarding the Gould Road Old Lisbon Road intersection.
21. Reports and Updates.
22. Any other City Business Councilors or others may have relating to Lewiston City Government.

A



City of Lewiston Finance Department

Heather A. Hunter, Finance Director



TO: Mayor Macdonald and Members of the City Council

FROM: Heather Hunter, Finance Director

SUBJECT: Refunding General Obligation Bonds Package

DATE: September 12, 2012

In conjunction with the upcoming 2013 Lewiston Capital Improvement Plan (LCIP) general obligation bond sale, the city's outstanding debt was analyzed to determine if it would be advantageous to refund any of the City's current outstanding obligations.

Given current interest rates, the City has four existing bonds issues that would be advantageous to refund or advance refund. I will provide greater detail of each of the proposed refundings and the upcoming bond sale during my workshop presentation on Tuesday, September 19th. The following table outlines pertinent information on each proposed refunding issue. In all cases, the refinancings are projected to generate an adequate present value savings to warrant refunding the callable portion.

Bond Issue	Par Amount	Current Rate	Projected Rate	PV Savings	FV Savings
2004	\$11,820,000	4.2%-5.0%	1.93%	\$1,443,000	\$1,584,000
2005A	\$7,835,000	3.63%-4.25%	2.03%	\$900,000	\$1,000,000
2005C	\$1,290,000	3.75%-4.0%	1.42%	\$109,000	\$112,000
2006	\$5,345,000	4.0%-4.25%	2.08%	\$470,000	\$517,000

The targeted sale date for the 2013 LCIP bonds and the refunded bonds is February 12, 2013. Currently, we are anticipating a \$48,646,400 bond sale which includes the 2013 LCIP and the four refundings. This is clearly one of the largest City bond sales in my tenure with the City. As we move closer to the sale date, the City Administrator and I will review current market rates to confirm the prudence of all refundings as well as the viability of each 2013 LCIP project to meet the Internal Revenue Service's 24-month spend down requirements.



Finance Department



Heather Hunter
 Director of Finance/Treasurer
 hhunter@ci.lewiston.me.us

TO: Edward A. Barrett, City Administrator
 Mayor Robert E. Macdonald and
 Members of the City Council

FROM: Heather Hunter, Finance Director

SUBJECT: **New Post-Issuance Tax Compliance Policy**

DATE: September 12, 2012

The Internal Revenue Service (IRS) has adopted a posture of increasing monitoring and oversight on tax exempt debt issues. Although the rules, known as *Section 148*, have been in place for a number of years, the IRS has recently clarified certain elements of the regulation, as well as, increased the number of compliance audits performed.

During the City Council workshop on September 18th, I will explain the need for this new policy in greater detail and describe the new "highlighted" components of *Section 148* the IRS is clarifying. For a preview, the IRS is emphasizing the importance of a written Post-Issuance Tax Compliance Policy, although they are not requiring the adoption of said policy. The IRS and the National Association of Bond Lawyers agree that formally adopting a policy is a new Issuers Best Practice. Given the frequency the City of Lewiston goes to market, and the amendment of the IRS 8038G Form to include a separate question asking if the Issuer has established written procedures, I am requesting the City Council approve the attached proposed policy as presented.

The IRS' view is if a written policy is established and followed, the Issuer is less likely to violate the federal tax requirements and/or noncompliance elements will be resolved on a timely basis. If a policy is not adopted, it could increase the Issuer's likelihood of having an audit performed on one or more of their bond issues by the IRS.

Understanding this is a rather technical matter and time is needed to familiarize ourselves with the new elements and policy language, I will attempt to provide clear and concise explanations and will be happy to address any questions you may have.

A copy of the proposed policy is included in the Council's regular agenda.

Economic and Community Development

Lincoln Jeffers

Director

Lewiston



2007



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Possible Changes to Downtown Parking
Date: September 14, 2012

The city has had several small downtown business owners express concern about the municipal fees for parking in city owned lots or garages. They have asked that a program be created that help support small business and that will encourage more small businesses to locate in the downtown.

Current Programs

The current rates are \$55 per month if paid on a monthly basis, or \$50 per month if paid on an annual contract. The annual contract requires a \$300 payment on the first working day in July of that year, and a \$150 payment on the first working day of both October and January. Businesses that utilize 50 or more passes, administer the passes themselves, and pay for all of the passes in one lump sum each year qualify for a 10% discount off of the annual rate, which works out to \$45 per month per pass. That program provides no reimbursement if fewer passes are used than originally paid for. Downtown residents pay a monthly fee of \$42.

In May 2011, in response to small business concerns the council created a new discount parking program under which small business owners that have a downtown location, and who also own a home within Lewiston city limits upon which they claim a Homestead Exemption, qualify for one parking pass at the downtown resident rate.

Concern and Proposal

I've had multiple discussions with small downtown businesses who feel that the city has programs to assist large businesses, but few programs to support small businesses. Municipal parking fees are a particular sore point, especially with discount programs for larger businesses. The request has been made that the Downtown Business Owner Program be expanded to allow two parking passes per business at the downtown resident rate, and that the requirement that they own and live a home in Lewiston be removed as a requirement.

In looking at current municipal parking users, approximately 35 monthly parking users could take advantage of this program. If all of them did so, and took two passes at the discount rate, it would translate to a \$10,920 reduction in parking revenue the city is

currently receiving. As an offset to this revenue reduction, the lower rate may attract more businesses to locate downtown.

As this issue is considered in workshop, other factors that should be part of the discussion is whether the discount should apply to all municipal lots/garages, or to those with lower occupancy levels. Should the discount be available to all classes of business, or just specific ones?

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Resolve Adopting Post-Issuance Tax Compliance Policy for Tax-Exempt Obligations and Other Tax-Benefitted Obligations.

INFORMATION:

City Administration and the Finance Director are recommending the establishment of a Post-Issuance Debt Policy. A copy of the proposed policy is attached. This item will be reviewed with the Council during the 6pm workshop. Please see the memorandum from Finance Director Heather Hunter for additional information regarding this item.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATB/kmm

REQUESTED ACTION:

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To adopt and establish the Post-Issuance Tax Compliance Policy, City Policy Manual, Policy Number 76.

(Note - Full copy of the Policy is attached.)



**City of Lewiston Maine
City Council Resolve
September 18, 2012**



Resolve, Adopting Post-Issuance Tax Compliance Policy for Tax-Exempt Obligations and Other Tax-Benefited Obligations.

Whereas, the Internal Revenue service (IRS) has increased monitoring and oversight on tax exempt issues; and

Whereas, the IRS has recently clarified certain elements of its regulations and increased the number of compliance audits it performs; and

Whereas, the IRS is emphasizing the importance of establishing a written Post-Issuance Tax Compliance Policy; and

Whereas, the existence of such a policy increases the likelihood that the City will remain in compliance with IRS regulations and, if not adopted, could increase the chances that the City's bond issues may be audited in future years;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that the attached Post-Issuance Tax Compliance Policy for Tax-Exempt Obligations and Other Tax-Benefited Obligations is hereby adopted.

City of Lewiston, Maine

Post-Issuance Tax Compliance Policy

For Tax-Exempt Obligations and Other Tax-Benefited Obligations

I. Introduction

This post-issuance compliance policy of the City of Lewiston, Maine (the "City") is designed to provide for the effective management of the City's post bond issuance compliance program for tax-exempt and other tax-benefited bonds in a manner consistent with state and federal laws applicable to such obligations.

II. Post-Issuance Tax Compliance

The Treasurer of the City shall be the primary bond compliance officer responsible for each issuance by the City of tax-exempt (or otherwise tax-benefited) bonds, notes, financing leases, or other obligations (herein, collectively referred to as "bonds"). All information related to each bond issue and the assets financed by such issue shall be maintained by or on behalf of the Treasurer, and the actions taken under subsections A through C of this Section II shall be taken by or on behalf of the Treasurer, or other officers or employees of the City as appropriate.

A. Tax Certificate and Continuing Education

1. Tax Certificate - A Tax Certificate is prepared for each bond issuance. Immediately upon issuing any bonds, the Treasurer, in conjunction with the City's bond counsel and financial advisor, shall review the Tax Certificate and make notes regarding specific compliance issues for such bond issue as needed, on the Post-Issuance Compliance Notes Form at Exhibit A. The Tax Certificate and Notes, as needed, shall clearly define the roles and responsibilities relating to the ongoing compliance activities for each bond issue and will identify specific compliance requirements.

2. Continuing Education - The Treasurer and/or designee will actively seek out advice from the City's bond counsel and/or financial advisor on any matters that appear to raise ongoing compliance concerns, and may attend or participate in seminars, teleconferences, etc. that address compliance issues and developments in the public finance bond arena.

B. Tax-Exempt Bonds Compliance Monitoring

1. Restrictions against Private Use - The Treasurer will continuously monitor the expenditure of bond proceeds and the use of assets financed or refinanced with bonds to ensure compliance with Section 141 of the Internal Revenue Code (the "Code"), which generally establishes limitations on the use of bond-financed assets by non-state or local governmental entities, such as individuals using bond-financed assets on a basis other than as a member of the general public, corporations and the federal government and its agencies and instrumentalities.

a. Use of Bond Proceeds - the Treasurer will monitor and maintain records with respect to expenditures to ensure that bond proceeds are being used on capital expenditures for governmental purposes in accordance with the bond documents, and document the allocation of all bond proceeds. Such monitoring is required not only for tax-exempt bonds, but also for tax credit bonds.

b. Use of the Bond-Financed Facility or Equipment

i. Equipment assets financed with bonds will be listed in a schedule for each bond issue, which schedule may be included in the Tax Certificate. Equipment assets generally are not to be disposed of prior to the earlier of: (a) the date the bonds and all subsequent refundings of such bonds are fully paid, or (b) the end of the useful life of such equipment. The Treasurer will maintain the list of all bond-financed equipment for each bond issue, together with the equipment's expected useful life.

ii. Constructed or acquired assets financed with bonds –In order to ensure that assets constructed or acquired using bond proceeds are not leased, sold or disposed of prior to the end of the term of the bonds and of all subsequent refundings of such bonds, assets shall be flagged in the City's records and monitored by the Treasurer.

iii. If there is any proposal to change the use of a bond-financed asset from a governmental purpose to a use in which a private entity may have the use or benefit of said asset that is different from the rest of the general public, the Treasurer will consult with bond counsel prior to the occurrence of the proposed change in use.

2. Qualification for Initial Temporary Periods and Compliance with Investment Restrictions

a. Expectations as to Expenditure of "New Money" Bond Proceeds

i. In order to qualify under the arbitrage rules for an initial temporary period of 3 years for "new money" issues during which bond proceeds can be invested without regard to yield (but potentially subject to rebate), the City must reasonably expect to spend at least 85% of "spendable proceeds" by the end of the temporary period. In general under Code Section 149, in order to avoid classification of an issue of bonds as "hedge bonds," the City must both: reasonably expect to spend 85% of the "spendable proceeds" of the bond issue within the 3 year period beginning on the date the bonds are issued; and invest not more than 50% of the proceeds of the issue in investments having a substantially guaranteed yield for 4 years or more. These expectations have been documented for the City's outstanding bond issues in the tax certificates executed in connection with each bond issue.

ii. If, for any reason, the City's expectations concerning the period over which the bond proceeds are to be expended change from what was documented in the applicable tax certificate, the Treasurer will consult with bond counsel.

b. Bond Proceeds Expenditure Schedule Compliance Monitoring -While there are unspent proceeds of bonds, the Treasurer will compare and analyze the bond proceeds expenditure schedule to the actual investment earnings and expenditures incurred on each project, on an annual or more frequent basis. The purpose of this analysis is to determine any variances from the expected expenditure schedule and to document the reasons for these variances.

3. Arbitrage Rebate Compliance

a. Bonds may lose their tax-favored status, retroactive to the date of issuance, if they do not comply with the arbitrage restrictions of Section 148 of the Code. Two general sets of requirements under the Code must be applied in order to determine whether governmental bonds are arbitrage bonds: the yield restriction requirements of Section 148(a) and the rebate requirements of Section 148(f).

b. Yield Restriction Requirements - The yield restriction requirements provide, in general terms, that gross proceeds of a bond issue may not be invested in investments earning a yield higher than the yield of the bond issue, except for investments: (i) during one of the temporary periods permitted under the regulations (including the initial three year temporary period described above); (ii) in a reasonably required reserve or replacement fund; or (iii) in an amount not in excess of the lesser of 5% of the sale proceeds of the issue or \$100,000 (the "minor portion"). Under limited circumstances, the yield on investments subject to yield restriction can be reduced through payments to the IRS known as "yield reduction payments." The Tax Certificate will identify a particular issue of bonds known, as of the date of issuance, to be subject to yield restriction.

c. Rebate Requirements

i. If, consistent with the yield restriction requirements, amounts treated as bond proceeds are permitted to be invested at a yield in excess of the yield on the bonds (pursuant to one of the exceptions to yield restriction referred to above), rebate payments may be required to be made to the U.S. Treasury. Under the applicable regulations, the aggregate rebate amount is the excess of the future value of all the receipts from bond funded investments over the future value of all the payments to acquire such investments. The future value is computed as of the

computation date using the bond yield as the interest factor. At least 90% of the rebate amount calculated for the first computation period must be paid no later than 60 days after the end of the first computation period. The amount of rebate payments required for subsequent computation periods (other than the final period) is that amount which, when added to the future value of prior rebate payments, equals at least 90% of the rebate amount. For the final computation period, 100% of the calculated amount must be paid. Rebate exceptions and expectations are documented for each bond issue in the tax certificate executed at the time of such bond issue.

ii. While there are unspent proceeds of bonds, the City will engage an experienced independent rebate analyst to annually calculate any rebate that may result for that year and annually provide a rebate report to the Treasurer. Bond counsel can assist with referrals to qualified rebate analysts.

d. Timing of Rebate Payments - The Treasurer will work with the rebate analyst to ensure the proper calculation and payment of any rebate payment and/or yield-reduction payment at the required time:

i. First installment due no later than 60 days after the end of the fifth anniversary of each bond issuance;

ii. Succeeding installments at least every five years;

iii. Final installment no later than 60 days after retirement of last bond in the issue.

4. Refunding Requirements

a. Refunded Projects - The Treasurer will maintain records of all bond financed assets for each bond issue, including assets originally financed with a refunded bond issue.

b. Yield Restriction - The Treasurer will work with its financial advisor and bond counsel to maintain records of allocation of bond proceeds for current and advance refundings of prior bond issues to ensure that such bond proceeds are expended as set forth in the applicable tax certificate executed at the time the refunding bonds are issued. Any yield restricted escrows will be monitored for ongoing compliance.

C. Record Retention

1. Section 6001 of the Code provides the general rule for the proper retention of records for federal tax purposes. The IRS regularly advises taxpayers to maintain sufficient records to support their tax deductions, credits and exclusions. In the case of a tax-exempt bond transaction, the primary taxpayers are the bondholders. In the case of other tax benefited bonds, such as "build America bonds" or "recovery zone economic development bonds", the City will be treated as the taxpayer. In order to ensure the continued exclusion of interest to such bondholders, it is important that the City retain sufficient records to support such exclusion.

2. In General

a. All records associated with any bond issue shall be stored electronically or in hard copy form at the City's offices or at another location conveniently accessible to the City.

b. The Treasurer will ensure that the City provides for appropriate storage of these records.

c. If storing documents electronically, the City shall conform with Rev. Proc. 97-22, 1997-1 C.B. 652 (as the same may be amended, supplemented or superseded), which provides guidance on maintaining books and records by using an electronic storage system. Bond counsel can furnish a copy of this Revenue Procedure if needed.

3. Bonds - The City shall maintain the bond record as defined in this section for the longer of the life of the bonds plus 6 years or the life of refunding bonds (or series of refunding bonds) which refunded the

bonds plus 6 years. The bond record shall include the following documents:

a. Pre-Issuance Documents:

- i. The City will only invest advance refunding proceeds in Treasury State and Local Government Series Securities, (SLGS). When applicable, the Treasurer shall retain all documentation regarding the procurement of the SLGS subscription.
- ii. Project Draw/Expenditure Schedule - The Treasurer shall retain all documentation and calculations relating to the draw schedule used to meet the "reasonable expectations" test and use of proceeds tests (including copies of contracts with general and sub-contractors or summaries thereof).
- iii. Issue Sizing - The Treasurer shall maintain a copy of all financial advisor's or underwriter's structuring information.
- iv. Bond Insurance - If procured by the City, the Treasurer shall maintain a copy of insurance quotes and calculations supporting the cost benefit of bond insurance, if any.
- v. Costs of Issuance documentation - The Treasurer shall retain all invoices, payments and certificates related to costs of issuance of the bonds.

b. Issuance Documents - The Treasurer shall retain the bound bond transcript delivered from bond counsel.

c. Post-Issuance Documents:

- i. Records of Investments shall be retained by the Treasurer.
- ii. Investment Activity Statements shall be retained by the Treasurer.
- iii. Records of Expenditures - The Treasurer shall maintain or shall cause to be maintained all invoices, etc. relating to equipment purchases and constructed or acquired projects, either electronically or in hard copy.
- iv. Records of Compliance:
 - Qualification for Initial Temporary Periods and Compliance with Restrictions Documentation - The Treasurer shall prepare the annual analysis described in Section II(B)(2) above and maintains these records.
 - Arbitrage Rebate Reports may be prepared by the Treasurer or a third party as described in section II (B)(3) of this document and retained by the Treasurer.
 - Returns and Payments to the IRS shall be prepared at the direction of the Treasurer and filed as described in Section II(B)(3) of this document.
 - Contracts under which any bond proceeds are spent (consulting engineering, acquisition, construction, etc.) - The Treasurer shall obtain copies of these contracts and retain them for the bond record.

d. General

- i. Audited Financial Statements - The Treasurer will maintain copies of the City's annual audited Financial Statements.
- ii. Reports of any prior IRS Examinations - The Treasurer will maintain copies of any written materials pertaining to any IRS examination of the City's bonds.

III. Voluntarily Correcting Failures to Comply with Post-Issuance Compliance Activities

If, in the effort to exercise due diligence in complying with applicable federal tax laws, a potential violation is discovered, the City may address the violation through the applicable method listed below. The City should work with its bond counsel and/or financial advisor to determine the appropriate way to proceed.

A. Take remedial actions as described in Section 141 of the Internal Revenue Code.

B. Utilize the Voluntary Closing Agreement Program (VCAP) - Section 7.2.3 of the Internal Revenue Manual establishes the voluntary closing agreement program for tax-exempt bonds (TEB VCAP), whereby issuers of tax-exempt bonds can resolve violations of the Internal Revenue Code through closing agreements with the Internal Revenue Service.

IV. Post Issuance Tax Compliance Procedures Review

The Treasurer shall review these procedures at least annually, and implement revisions or updates as deemed appropriate, in consultation with bond counsel.

Exhibit A

POST ISSUANCE COMPLIANCE NOTES
City of Lewiston Bonds Dated: _____

Bond Counsel:
Paying Agent:
Debt Mgmt. Responsible Party:
Rebate Specialist:
Other:

Empty rectangular box for notes.

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Amendments to the Municipal Parking Fees Policy to add a new fee for violations of the Emergency Parking Bans.

INFORMATION:

Due to the recent changes in the ordinance regarding overnight winter parking, the City's Parking Policy needed to be updated to include a category and fine amount for parking violations regarding the City's Emergency Parking Bans. City Administration and the Police Chief are recommending a \$30 ticket which is in line with other municipalities as well as other Lewiston parking fines.

Note: Additions are underlined; deletions have ~~strikeout~~ lines.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATS/kmm

REQUESTED ACTION:

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To approve the proposed amendments to the Parking Fees Policy, Policy Manual Number 42, as recommended by City Administration and the Chief of Police.

(Note - Full copy of the amendments are attached.)

PARKING FEES

G. Structure and fees for specific parking lots:

1. **Empire Theater Lot:** Lot created by the demolition of building(s) and retrofitting of vacant properties occupying the space formerly known by parcel address 142 Main Street: Two hour parking from 7:00 am to midnight.
2. **Canal Street Lot:** Lot created by the demolition of building(s) and retrofitting of vacant properties occupying the space formerly known by parcel addresses 60 Canal Street and 10 Ash Street: Parking spaces to be rented on a month by month basis. The fee will be \$69.00 per month with an initial fee of \$40.00 to pay for signage for that space.
3. **Cedar & Lincoln Street Lot:** Lot created by the demolition of building(s) and retrofitting of vacant properties occupying the space formerly known by parcel address 198 Lincoln Street: Daily parking to be governed by permits in the spaces not articulated in the Traffic Schedule Chapter 8 as being designated for (2 hour meters) public parking.
4. **Chestnut Street Lot:** Lot created by the demolition of buildings and retrofitting of vacant properties occupying the space formerly known by parcel address 113, 115, 121, & 131 Lincoln Street, and 8 & 12 Chestnut Street: Daily parking to be governed by permits except with the spaces articulated in the Traffic Schedule Chapter 26 as being designated for (1 hour) public parking.

ON-STREET PARKING FEES

Hourly parking meters be set at \$.50 per hour
(Amended by City Council - 5/18/2004 Vote # 181-04)

PENALTY FEES

Interference with enforcement - Chapter 70, Traffic and Vehicles

A penalty shall not be less than \$55.00 nor more than \$1,055.00. Note: This penalty is outlined in the City Code of Ordinances Chapter 70, Article I In General.

Parking violation payment schedule - Chapter 70, Traffic and Vehicles

(1) Parking exceeding time limit, unmetered area	\$ 17.00
(2) Parking exceeding time limit, metered area	12.00
(3) Parking too near corner or crosswalk	24.00
(4) Double parking	24.00
(5) Parking wrong side of street	24.00
(6) Parking obstructing driveway, sidewalk or crosswalk	24.00
(7) Parking in taxi stand, bus stop or loading zone	24.00
(8) Overnight parking	24.00
(9) Interfering with snow removal, sweeping, paving, repairs	29.00
(10) Parking December 1 to March 31, restricted area	24.00
(11) Parking within 15 feet of a fire hydrant	35.00
(12) Parking in prohibited zone or other prohibited place	24.00
(13) Parking in a zone reserved for the physically handicapped	84.00
(14) <u>Emergency Parking Ban</u>	<u>30.00</u>

Note: Additions are underlined; deletions are ~~struck-out~~.

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Amendments to the City Policy Manual regarding the Commercial Rehabilitation Loan Program Policy.

INFORMATION:

The City's Community Development staff is recommending the adoption of a new Commercial Loan Program Guidelines policy and a repeal of the current policy which has become outdated. They are also recommending the creation of a new Life Safety Grant and Loan program that will assist multi-story building owners not eligible for the elevator grant to address egress and other building code issues limiting the ability to reuse upper floors of their buildings.

Please see the attached memorandum from Lincoln Jeffers for additional information on this issue.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EARL KMM

REQUESTED ACTION:

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To repeal the current Commercial Rehabilitation Loan Program Guidelines, Policy Manual Number 27, and to adopt in its entirety a new Commercial Rehabilitation Loan Program Guidelines, Policy Manual Number 27, as recommended by the Community Development Department staff and the City Administrator.



**City of Lewiston Maine
City Council Resolve
September 18, 2012**



Resolve, Repealing City Master Policy 27 – Commercial Loan Program Guidelines – and Replacing it with a New City of Lewiston Commercial Loan Program.

Whereas, the City's current Commercial Loan Programs and Guidelines were first drafted in the late '90's and have seen few amendments since then; and

Whereas, these programs have become dated with some guidelines creating constraints and funding challenges for worthy projects; and

Whereas, staff has reviewed the commercial programs and guidelines with a critical eye, looking to make them easier to understand and better reflect the current needs of the community; and

Whereas, in some instances, the size of grants available have been reduced, a reflection of cuts in the Community Development Block Grant funding with which we capitalize our loan and grant programs; and

Whereas, a new Life Safety Grant and Loan program is proposed that will assist multi-story building owners not eligible for the elevator grant program to address egress and other building code issues limiting the ability to reuse upper floors of their buildings;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

The City's current Master Policy 27 – Commercial Loan Program Guidelines – is repealed in its entirety and replaced with the attached new City of Lewiston Commercial Loan Program to include an Elevator Grant Program, Façade Program, Life Safety Program, and Commercial Loan Program.



Executive Department
Lincoln Jeffers
Assistant to the Administrator



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Draft Proposed Amendments to Commercial Loan Programs
Date: September 13, 2012

The City's current Commercial Loan Programs and Guidelines were first drafted in the late '90's. Since then, they have seen few amendments. Staff reviewed the commercial programs and guidelines with a critical eye, looking to make them better reflect the current needs of the community and easier to understand. At their September 4th workshop the Council discussed proposed changes to the Commercial Programs, including the creation of a new Life Safety Loan and Grant Program.

The packaging of the programs is a wholesale change from what is currently in the Policy Manual. The changes to the packaging is to allow each program and application to stand alone, instead of all being combined into one package. The application requirements, underwriting guidelines, and federal requirements associated with the programs are clearly articulated in the revised programs.

During the Council workshop discussion the one change that was favored by the group was that any single project could either utilize the elevator program, or the life safety program, but not both. Language to that effect was added to both sets of guidelines under the "Project Eligibility" section.

Attached are the complete program guidelines for each of the commercial programs. In some instances, the size of grants available have been reduced, a reflection of reduced CDBG funding with which we capitalize our loan and grant programs.

Following is a brief summary of the programs as revised.

Façade Program

The proposed changes make clear that up to \$50,000 in public funding is available per building to be spent on building facades visible from the street. The first \$25,000 in funding will be provided as a grant, the second \$25,000 as a 0% interest loan with up to a 10 year payback term. All public funding must be matched on a 1:1 basis with private sector funding for façade work. Façade

grants are only available in the priority area shown on a map, which consists of Lisbon Street from Adams Ave. to Main Street, and the south side of Main Street between Canal and Park Streets. Decision making on façade grants will move from the current 3 person staff committee, to the Loan Qualification Committee.

Life Safety Program

This is a new program that will make up to \$50,000 per building available for installation of sprinkler systems, a second means of egress, or other improvements required by life safety codes. The first \$25,000 will be provided as a grant, the second \$25,000 as a 0% interest loan with up to a 10 year payback term. All public funding must be matched on a 1:1 basis with private sector funding for life safety code related work.

Elevator Grant Program

With reduced federal funding to capitalize city loan and grant programs, elevator grants will increasingly become difficult to fund. Decision making on grants will need to take into consideration the availability of funds, activity in other funding segments, and which projects will provide the most return on public investment. Elevator grants are available in most of the downtown area (see Downtown Elevator Grant Application Map) running from Bates Street to the river, Island Point to Gully Brook. This area includes most of the mill properties. Grants require three dollars of private investment elsewhere in the project for each public dollar going to the elevator. The grant is capped at \$150,000, and would require \$450,000 in private sector investment to maximize. To be eligible, buildings, or adjoining buildings served by the same elevator must have at least 25,000 s.f. of leasable square footage.

Commercial Loan Program

The Downtown Improvement Program and Commercial Rehabilitation Program have been combined. Historically, funding for these programs has been pooled. The only distinction in allowable uses for the funding was that Downtown Improvement loans could be used for acquisition and demolition, while the Commercial Rehabilitation funding could not. Money is to be used for rehabilitation of building exteriors, interiors, structural repairs and mechanical systems. Loans are available for up to \$50,000 at 3% for terms of up to 10 years. Public funding must be matched on a 1:1 basis with private sector funding.

The Council is asked to repeal City Master Policy 27 and replace it with the revised programs that are attached.

City of Lewiston Commercial Loan Program

Program Overview

This loan program is to provide financing that will assist with the rehabilitation of commercial properties in the City of Lewiston. Improvements must meet the City's building code standards. Funds can be used for the rehabilitation of building exteriors, upgrading building interiors, mechanical systems, and structural repairs.

Public funds must be matched on a 1:1 basis with private investment. The maximum city loan is \$50,000. City funds will be lent at a 3% interest rate for a term not to exceed 10 years.

Program Objectives

- To leverage private sector investment in taxable commercial buildings, improving the functionality, safety, and appearance of the structure.
- Elimination of blighted properties
- Encourage investments that enhance the economic viability and appearance of the City, and that result in increased occupancy and job creation.

Program Criteria

Project Eligibility: The building must be taxable, privately owned, and a commercial or mixed use property.

Applicant Eligibility: The applicant must have proof of ownership of the building, must be current on all City assessments, provide evidence of cash match from a financial institution, lender, insurance payment or owner cash; and meet financial and underwriting requirements if part of the financing is a loan. The applicant nor any member of his/her family may be an elected or appointed City Official; Director of any City Department; an employee of the City's Economic and Community Development Department or Code Enforcement and Planning Department.

City Assessments: Applicants may not be delinquent on property taxes, personal property taxes for business equipment, trash, water or sewer or have any outstanding or delinquent accounts on any property of which they are a principal owner within the City of Lewiston.

Historic Properties: Some of the properties located in the downtown area are listed on the National Historic Register or have been designated locally as being a historic building or is located in a designated historic district. Applicants are encouraged to know the historical

significance of the building they are applying for funding for. The Commercial Loan Program utilizes federal funding which requires review and approval of proposed changes to historic properties by the Maine Historic Preservation Commission, and or by the Lewiston Historic Preservation Review Board. The level of historic significance triggers the level of review. Please check "Appendix A - Zoning and Land Use Code Article XV Significant Buildings and Districts" at the City of Lewiston to determine local significance and review requirements. Historic projects must follow the Secretary of Interior's Standards for Rehabilitation. Construction documents shall be prepared by an architect, design consultant, or contractor, preferably with experience in the building restoration field.

Cost Estimates: Applicants are required to obtain two firm bids for eligible improvements that are being funded by the Commercial Loan Program. Bids must be from independent contractors and cover the same scope of work by each contractor. Projects approved for funding will be based on the lowest and most qualified bids; however, applicants may choose any of the submitted bidders but will be responsible for paying the cost that exceeds the lowest qualified bidder. A building owner with a construction company may not bid to do work under this program.

Maximum Funding Available per Project: Up to \$50,000 available for approved project costs.

Matching Funding: A minimum of a 1:1 match (50% of total project cost) is required for any increment of funding provided under this program. Applicant may secure match from a lender, owner equity, or insurance, etc. Match must be cash, or liquid and available when the project is approved for funding. A letter of firm commitment from a lender or award letter will be used to verify match from sources other than owner equity. Once the application is approved for funding, each disbursement request of public funding must be matched by an equal amount of private funding. All of these forms of match are acceptable providing the funding is available at the time the project is ready to proceed. No self-help labor is allowed as match.

Funding Agreement: Applicants must have a signed funding agreement with the City prior to commencement of improvements. Other than for architectural design, project expenditures made prior to approval of the project by the LQC, and if needed, historic review approvals, do not qualify as matching funds. Other than as described above, only those expenditures made after execution of a funding agreement are eligible for inclusion as match or for 50% reimbursement.

Federal, State and Local Requirements May Apply: Most of the funding available to the City for grants and loans comes from federal or state resources which means there are some restrictions or requirements that must be met. Additionally local ordinances may apply. Restrictions governing these funds are described in a later section of these guidelines.

Funding Source: Community Development Block Grant (CDBG); and or other federal, state or local funding may be used.

APPLICATION PROCEDURE AND REVIEW OUTLINE

To Apply for a City Loan or Grant

A property or business owner interested in participating in the City's Commercial Programs must submit a completed, signed application, along with the required submissions to the Economic and Community Development Department, City of Lewiston, 27 Pine Street, Lewiston, ME 04240. If you have questions specific to the program, you can contact Jayne Jochem, Community Development Coordinator at 207-513-3126 x 3233 or jjochem@lewistonmaine.gov. Personal appointments can be made upon request. There is an open application period as long as funding is available. Commercial loans and grants are processed on a first come, first serve basis for approved projects.

Application Submission

The following items must be submitted as part of the application package.

- a) Completed and signed application form and application checklist for documents required to be submitted
- b) Certain financial information is required with all applications including: personal and business income sources, two years personal and business income taxes financial statements or other documentation from a certified accountant, two months of personal and business bank statements, Year to date profit and loss; projected cash flow for next 12 months, collateral sheet, other information as requested; Copy of the Hazard Insurance on the property
- c) Addresses of all properties owned wholly or in part in the City of Lewiston by the Applicant
- d) Current photograph of property to be improved
- e) Written description of the project improvements including material list and color selections, if appropriate to the project
- f) Construction drawings of the proposed improvements, if applicable
- g) Two written bids/estimates of each component of the proposed scope of work needed to complete the project**

Application Processing and Review

Each application received will be dated upon receipt in the Economic and Community Development Department offices on the Third Floor at City Hall. Only one original application is needed; however, retain a copy of the completed application for your files. There are two types of funding available, grants or loans. The program itself describes the type of funding available as well as the maximum funding limits. You may request up to that limit; however, if the ask does not support the need, the City may fund an amount less than the maximum funding levels.

Additionally, applications will be accepted for one or more programs offered through the Economic and Community Development Department depending upon the scope and breadth of the project. For example, you may apply for a Façade Improvement Program and a Commercial Rehabilitation Loan or a Housing Rehabilitation Loan; however, you must meet the individual program as well as the financial guidelines for each type of program applied for. City funds from one funding source cannot be counted as match towards another commercial program. Owner's capacity to finance and complete the scope of the approved project on a timely basis is evaluated as other community development programs are accessed.

Verification of Information

Once the application is submitted, Community Development staff will verify all sources of income, assets, and matching source. Third party written verifications may be needed. Credit Reports to determine credit worthiness of the business including its members and principals will be obtained.

Community Development staff will conduct a title search of the property to make sure that the title is clear from liens and will complete property verifications with City Departments, (Assessing, Finance – Water and Sewer, Treasurers, etc Code Enforcement and Planning) that there are no outstanding assessments or complaints on the property. Staff will check the State of Maine's Corporate Database to ensure that the Corporation is considered in good standing. The Community Development staff will check the Federal State and local databases to determine whether or not the building is historic and the type of review needed. City staff will also check the FIRMettes Flood Map and the Wetlands Map and print a GIS map of the property location.

Community Development staff will review the project and the bids with the Building Inspector and set an appointment to conduct the initial inspection of the property to ensure that the improvements made to the property will add value and that the building can support the proposed improvements. The Building Inspector will make

recommendations as needed including items that do not meet code and need to be repaired as part of the project.

Community Development staff will check the Contractors that have provided proposals against the Excluded Parties List System (EPLS) <http://www.epls.gov> to determine if the contractor has been debarred, suspended, is proposed for debarment, excluded or otherwise disqualified from work that is being federally funded. Staff will document the file.

Community Development staff will document the file defining the National Objective and the eligible activity that the project falls under.

Once the initial verification has been completed, if favorable, staff will document the file and send to underwriting.

Risk Analysis and Underwriting Criteria

All grants will be underwritten by staff in the Economic and Community Development Department. Commercial loans will be underwritten on a contractual basis.

The following underwriting criteria will be used to evaluate the financial strength of the borrower and the anticipated success of the project:

1. Debt Coverage Ratio (DCR) defined as the monthly debt compared to the monthly net income. The City will accept a DCR of 1:1.1. (loan only)
2. Debt Service Coverage Ratio (DSCR) defined as the Net Operating Income (NOI) divided by the Total Debt Service. The City will accept a DSCR of 1:1.20 (loan only)
3. Loan to Value Ratio (LTV) defined as the Total Loan Balances of the mortgages divided by the Fair Market Value of the Property. The LTV will not exceed 100% LTV (loan only)
4. Years in Business
5. Commitment of other lenders/Terms of the Commitment/Subordination
6. Repayment/Refinancing Collateral (loan only)
7. Matching source from an institutional lender, owner financing, insurance company, and/or any other source acceptable to the lender
8. Track record of accomplishments
9. Verification that all City Department assessments (taxes, City utilities, etc) have been paid

The file will be documented with this information and reviewed by staff to determine whether or not the project is financially feasible and ready to move to the Loan Qualification Committee for approval.

Application Approval

All applications for program funding are presented for review and approval to the Loan Qualification Committee (LQC), which consists of: the City of Lewiston's City Administrator, Economic & Community Development Director, Director of Finance, one member of the City Council, and one citizen representative preferably with lending experience.

The actions of the Committee shall be governed by the following rules:

1. A majority of the Committee's members must be present to constitute a quorum. At least three (3) votes on the prevailing side are required to constitute a valid vote on any funding application.
2. Committee approval of applications will be contingent upon the applicant meeting the requirements of the program they are applying for.
3. The Committee has the authority to adjust terms, rates and the match requirement and underwriting ratios on a case-by-case basis.

Approval/Disapproval of the Funding Request

Once the LQC makes a recommendation, the applicant will be notified via telephone by a representative of the Economic and Community Development Staff. If the terms have been modified, the borrower will be given an opportunity to accept the new terms and conditions or request an appeal.

Appeal Process

The applicant may appeal the decision of the Loan Qualification Committee (LQC) under the following circumstances:

- 1.) Must be in writing with an explanation regarding why the applicant should be granted an appeal
- 2) No new information may be presented by the applicant only clarification of information that was not presented correctly.

3) Request for an appeal must be made within 30 days of the date of the decision to deny or modify the terms of participation in writing to The LQC, Chairperson, who will conduct the appeal process.

4) The decision of the Chairperson is final.

General Terms and Conditions for Participation in the City Programs

This section sets forth the general terms and conditions to which an applicant must agree in order to receive a loan through the Loan Programs.

Once the proposed work is approved for funding and a Commitment Letter is issued, Community Development Department staff will contact the owner, schedule an appointment for a loan closing. The following documents become part of the Funding Agreement between the City and the Owner: 1) Commitment Letter, Terms and Conditions of the Program, Security Agreement or Mortgage, Promissory Note, Personal Guaranties of all owners, if Equipment is purchased UCC-1 and 2; or other Agreements pertinent to the type of funding (eg Job Creation, Façade Maintenance Agreement, etc.)

The City of Lewiston views the documents executed at the loan closing as a contractual agreement between the Borrower and the City. To fulfill this agreement, the Borrower must:

1. Complete within six (6) months all rehabilitation work as described in the loan application submitted by the applicant and approved by the Loan Qualification Committee. For exterior work scheduled allowances may be made for weather if needed.
2. Repay in full and in the manner prescribed, all loan money disbursed to the Borrower by the City of Lewiston through its programs.
3. The Borrower accepts ultimate responsibility for fulfillment of this agreement and further agrees that:
 - a. Other verbal agreements or written contracts entered into for the completion of any rehabilitation activity is made solely between borrower and the respective contractor and/or supplier;
 - b. Will indemnify and hold harmless the City of Lewiston and its agents from any and all disputes or claims of any nature for damages which may arise from the performance of any rehabilitation activity.

4. If a Borrower fails to maintain the property at or above the minimum acceptable level prescribed by municipal codes, the City Treasurer may assess an interest penalty to be added to the Borrower's monthly payment. This interest penalty shall be equal to the unpaid principal of the loan after the code violations are discovered, times one-twelfth of the annual effective interest rate of the matching bank loan, and shall be assessed each first day of the month thereafter, until the code violations are corrected.
5. The Borrower's failure to make any monthly payment in full within thirty (30) days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within thirty (30) days of the date assessed, shall constitute a default.
6. The entire principal balance and all accrued interest shall become immediately due and payable without notice or demand upon the foregoing events:
 - a) The Borrower's failure to make any monthly payment in full within 30 days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within 30 days of the date assessed shall constitute a default;
 - b) The commencement of any proceedings by or against the developer under any bankruptcy or insolvency laws;
 - c) The dissolution of, insolvency of, appointment of a receiver for, or assignment for the benefit of creditors of any property of, the developer;
 - d) Loss of, substantial damage to, destruction of, sale of encumbrance upon (whether first or second position to this note and the mortgage securing this note), seizure of, levy against, attachment of, failure to pay any property taxes or other city utilities upon, or insurance premiums on the project property
7. Rehabilitation Loans will require a security instrument which is acceptable to the City. The cost of preparation and registration of the security document will be the Borrower's responsibility to bear and will be payable to the City at the time of the loan closing.
8. A Borrower agrees to permit inspection of the property, rehabilitation work and all contract agreements, materials, equipment, payrolls, and conditions of employment pertaining to the rehabilitation project by the City's ECDD and/or Code Enforcement personnel.

9. The Borrower agrees to follow the procedures and conditions of all established and applicable municipal ordinances in the physical rehabilitation and maintenance of improved property. Work not meeting minimum standards and procedures established by code is unacceptable for disbursement of any loan funds.

10. Disbursement of Program funds

- a) Disbursement of all Rehabilitation Loan funds is made to the Borrower and the contracted contractor upon request submitted to the City's ECDD. Invoices received by Tuesday, end of day, will be processed for payment on Wednesday of the following week, no earlier than 3:00 pm.
- b) Repayment of the loan will begin upon completion of the construction phase or six (6) months after the closing date.
- c) The above is contingent upon approved activities being completed according to applicable municipal codes. No money will be disbursed to reimburse the Borrower for improvements made to the property which were not approved by the Loan Qualification Committee before they were commenced.

11. The Borrower is required to maintain hazard insurance on the improved property for the full term of the note and for an amount equal to the total value of all mortgages held on the property. Prior to disbursement of program funds, the City shall be listed as a loss payee on the policy for the property.

12. The Borrower agrees to keep such records as may be required by the City of Lewiston with respect to the rehabilitation activities.

13. The Borrower further agrees to abide by all terms and conditions of Federal Regulations, including:

- a. **Federal Labor Standards:** The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603 FOR ALL commercial construction contracts awarded in excess of two thousand dollars (\$2,000).
- b. **Lead-Based Paint Hazards:** Any Rehabilitation loans made by the City of Lewiston shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.

- c. **"Section 3" of the Housing and Urban Development Act of 1968:** The Borrower must comply with the Provisions of Training, Employment and Business Opportunities and will comply with Title IX Section 915, Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992; and in accordance, in all work made possible by or resulting from this contract, affirmative action will be taken to ensure that residents (preferably; lower income) of the City of Lewiston are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City of Lewiston are to the greatest extent feasible, awarded contracts.
- d. **Flood Hazard Insurance:** If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood plain insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.
- e. **Civil Rights Act of 1964:** The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of **the Civil Rights Act of 1964, codified** in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968, and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in th United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating agency will immediately take any measures necessary to effectuate this agreement.
- f. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.
- g. **Interest of Members, Officers, or Employees or Operating Agency, Members of Local Governing Body, or Other Public Officials:** No member, officer or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or commission, elected or appointed official of

Lewiston or employee of the City of Lewiston, who exercises any decision-making functions or responsibilities regarding the Community Development Program, shall have any direct or indirect pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.

- h. **Federal Funding Accountability and Transparency Act:** The Owner shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg.55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

These guidelines may be amended as required by changes in federal programs.

City of Lewiston Elevator Grant Program

Program Overview

Downtown Lewiston is home to a number of large multi-story buildings with vast underutilized space and limited stair access to the upper floors. The City of Lewiston's Elevator Grant Program is intended to provide critical financial support to assist in the redevelopment of these properties. Attachment A shows the area of the city in which elevator grants may be given, with a special emphasis on properties in the designated "priority area."

The Elevator Grant Program is being funded and administrated through the City's Economic and Community Development Department to stimulate new private investment in existing multifamily buildings.. The "priority area" is located at 1-541 Lisbon Street and 2-550 Lisbon Street, and on Main Street from the intersection of Main and Bates Streets to the intersection of Main and Canal Streets. The maximum amount of funding allowed is \$150,000 and if awarded through the program, must be matched on a 3:1 basis by the owner. Design plans for historic properties will be reviewed by the local Historic Preservation Review Board (HPRB) and the Maine State Historic Preservation Officials (SHPO) for appropriateness of design. Applications recommended for funding will be reviewed and approved by the City's Loan Qualification Committee (LQC) prior to funding.

Program Objectives

- To encourage private investment that encourages productive re-use of underutilized multi-story buildings with limited access to the upper floors and leads to increased property value.
- To stimulate economic development through financial incentives to existing business owners to ensure business sustainability and to create business or residential opportunities and attract new businesses and consumers.
- To create jobs and economic opportunities through the provision of funding that will leverage 3:1 in private investment, and result in the completion of leasable square footage on the upper floors of the structure.

Program Criteria

Project Eligibility: To be eligible the property must be located in the area shown in Attachment A. The building or adjoining buildings served by the same elevator must be at least 3 stories high on the street the primary entrance to the building(s) is located on, have at least 25,000 s.f. of leasable square footage, be taxable, privately owned, and a commercial or mixed use property. The "priority area" is indicated on Attachment A. Projects that receive an Elevator

Grant, are not eligible for a Life Safety Grant/Loan. Included among other evaluation criteria, funding requests will also be evaluated on the return on public investment a grant will provide.

Applicant Eligibility: The applicant must have proof of ownership of the building, must be current on all City assessments, provide evidence of cash match of \$3 of new, private investment in building rehabilitation from a financial institution, lender, insurance payment or owner cash; and meet financial and underwriting requirements if part of the financing is a loan. The applicant nor any member of his/her family may be an elected or appointed City Official; Director of any City Department; an employee of the City's Economic and Community Development Department or Code Enforcement and Planning Department.

City Assessments: Applicants may not be delinquent on property taxes, personal property taxes for business equipment, trash, water or sewer or have any outstanding or delinquent accounts on any property of which they are a principal owner within the City of Lewiston.

Historic Properties: Some of the properties located in the eligible area are listed on the National Historic Register or have been designated locally as being a historic building or is located in a designated historic district. Applicants are encouraged to know the historical significance of the building they are applying for funding for. The Facade Program utilizes federal funding which requires review and approval of proposed changes to historic properties by the Maine Historic Preservation Commission, or by the Lewiston Historic Preservation Review Board. The level of historic significance triggers the level of review. Please check "Appendix A - Zoning and Land Use Code Article XV Significant Buildings and Districts" at the City of Lewiston to determine local significance and review requirements. Historic projects must follow the Secretary of Interior's Standards for Rehabilitation. Construction documents shall be prepared by an architect, design consultant, or contractor, preferably with experience in the building restoration field.

Cost Estimates: Applicants are required to obtain two firm bids for eligible improvements that are being funded by the elevator program. Bids must be from independent contractors and are of the same scope of work by each contractor. Projects approved for funding will be based on the lowest and most qualified bids; however, applicants may choose any of the submitted bidders but will be responsible for paying the cost that exceeds the lowest qualified bidder. A building owner with a construction company may not bid to do work under this program.

Maximum Funding Available per Project: Up to a \$150,000 grant available for the acquisition and installation of an elevator. The amount of the grant is based upon the amount of new private investment that will be made into the subject property.

Maximum Number of Grants Funded: Only one Elevator Grant will be funded in the City's fiscal year based upon the availability of funds.

Matching Funding: A 3:1 match is required for any increment of funding provided under this program. Matching funds can be used for other improvements to the building. To obtain the maximum amount for any one project, the amount of new private investment must equal \$450,000. Applicant may secure match from a lender, owner equity, or insurance, etc. Match must be cash, or liquid and available when the project is approved for funding. A letter of firm commitment from a lender or award letter will be used to verify match from sources other than owner equity. Once the application is approved for funding, each disbursement request of public funding must be matched by an equal amount of private funding. All of these forms of match are acceptable providing the funding is available at the time the project is ready to proceed. No self-help labor is allowed as match.

Funding Agreement: Applicants must have a signed funding agreement with the City prior to commencement of improvements. Other than for architectural design, project expenditures made prior to the LQC approval and a signed funding agreement, do not qualify as matching funds and are not eligible for reimbursement.

Federal, State and Local Requirements May Apply: Most of the funding available to the City for grants and loans comes from federal or state resources which means there are some restrictions or requirements that must be met. Additionally local ordinances may apply. Restrictions governing these funds are described in a later section of these guidelines.

Funding Source: Community Development Block Grant (CDBG); other federal, state or local funding that may be available.

APPLICATION PROCEDURE AND REVIEW OUTLINE

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- c) Addresses of all properties owned wholly or in part in the City of Lewiston by the Applicant
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7. Matching source from an institutional lender, owner financing, insurance company, and/or any other source acceptable to the lender
8. Track record of accomplishments
9. Verification that all City Department assessments (taxes, City utilities, etc) have been paid

The file will be documented with this information and reviewed by staff to determine whether or not the project is financially feasible and ready to move to the Loan Qualification Committee for approval.

Application Approval:

All applications for program funding are presented for review and approval to the Loan Qualification Committee (LQC), which consists of: the City of Lewiston's City Administrator, Economic & Community Development Director, Director of Finance, one member of the City Council, and one citizen representative preferably with lending experience.

The actions of the Committee shall be governed by the following rules:

1. A majority of the Committee's members must be present to constitute a quorum. At least three (3) votes on the prevailing side are required to constitute a valid vote on any funding application.
2. Committee approval of applications will be contingent upon the applicant meeting the requirements of the program they are applying for.
3. The Committee has the authority to adjust terms, rates and the match requirement and underwriting ratios on a case-by-case basis.

Approval/Disapproval of the Funding Request

Once the LQC makes a recommendation, the applicant will be notified via telephone by a representative of the Economic and Community Development Staff. If the terms have been modified, the borrower will be given an opportunity to accept the new terms and conditions or request an appeal.

Appeal Process

The applicant may appeal the decision of the Loan Qualification Committee (LQC) under the following circumstances:

- 1.) Must be in writing with an explanation regarding why the applicant should be granted an appeal
- 2) No new information may be presented by the applicant only clarification of information that was not presented correctly.
- 3) Request for an appeal must be made within 30 days of the date of the decision to deny or modify the terms of participation in writing to The LQC, Chairperson, who will conduct the appeal process.
- 4) The decision of the Chairperson is final.

General Terms and Conditions for Participation in the City Programs

This section sets forth the general terms and conditions to which an applicant must agree in order to receive a loan through the Loan Programs.

Once the proposed work is approved for funding and a Commitment Letter is issued. Community Development Department staff will contact the owner, schedule an appointment for a loan closing. The following documents become part of the Funding Agreement between the City and the Owner: 1) Commitment Letter, Terms and Conditions of the Program, Security Agreement or Mortgage, Promissory Note, Personal Guaranties of all owners, if Equipment is purchased UCC-1 and 2; or other Agreements pertinent to the type of funding (eg Job Creation, Façade Maintenance Agreement, etc.)

The City of Lewiston views the documents executed at the loan closing as a contractual agreement between the Borrower and the City. To fulfill this agreement, the Borrower must:

1. Complete within six (6) months all rehabilitation work as described in the loan application submitted by the applicant and approved by the Loan Qualification

Committee. For exterior work scheduled allowances may be made for weather if needed.

2. Repay in full and in the manner prescribed, all loan money disbursed to the Borrower by the City of Lewiston through its programs.
3. The Borrower accepts ultimate responsibility for fulfillment of this agreement and further agrees that:
 - a. Other verbal agreements or written contracts entered into for the completion of any rehabilitation activity is made solely between borrower and the respective contractor and/or supplier;
 - b. Will indemnify and hold harmless the City of Lewiston and its agents from any and all disputes or claims of any nature for damages which may arise from the performance of any rehabilitation activity.
4. If a Borrower fails to maintain the property at or above the minimum acceptable level prescribed by municipal codes, the City Treasurer may assess an interest penalty to be added to the Borrower's monthly payment. This interest penalty shall be equal to the unpaid principal of the loan after the code violations are discovered, times one-twelfth of the annual effective interest rate of the matching bank loan, and shall be assessed each first day of the month thereafter, until the code violations are corrected.
5. The Borrower's failure to make any monthly payment in full within thirty (30) days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within thirty (30) days of the date assessed, shall constitute a default.
6. The entire principal balance and all accrued interest shall become immediately due and payable without notice or demand upon the foregoing events:
 - a) The Borrower's failure to make any monthly payment in full within 30 days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within 30 days of the date assessed shall constitute a default;
 - b) The commencement of any proceedings by or against the developer under any bankruptcy or insolvency laws;
 - c) The dissolution of, insolvency of, appointment of a receiver for, or assignment for the benefit of creditors of any property of, the developer;

- d) Loss of, substantial damage to, destruction of, sale of encumbrance upon (whether first or second position to this note and the mortgage securing this note), seizure of, levy against, attachment of, failure to pay any property taxes or other city utilities upon, or insurance premiums on the project property
7. Rehabilitation Loans will require a security instrument which is acceptable to the City. The cost of preparation and registration of the security document will be the Borrower's responsibility to bear and will be payable to the City at the time of the loan closing.
 8. A Borrower agrees to permit inspection of the property, rehabilitation work and all contract agreements, materials, equipment, payrolls, and conditions of employment pertaining to the rehabilitation project by the City's ECDD and/or Code Enforcement personnel.
 9. The Borrower agrees to follow the procedures and conditions of all established and applicable municipal ordinances in the physical rehabilitation and maintenance of improved property. Work not meeting minimum standards and procedures established by code is unacceptable for disbursement of any loan funds.
 10. Disbursement of Program funds
 - a) Disbursement of all Rehabilitation Loan funds is made to the Borrower and the contracted contractor upon request submitted to the City's ECDD. Invoices received by Tuesday, end of day, will be processed for payment on Wednesday of the following week, no earlier than 3:00 pm.
 - b) Repayment of the loan will begin upon completion of the construction phase or six (6) months after the closing date.
 - c) The above is contingent upon approved activities being completed according to applicable municipal codes. No money will be disbursed to reimburse the Borrower for improvements made to the property which were not approved by the Loan Qualification Committee before they were commenced.
 11. The Borrower is required to maintain hazard insurance on the improved property for the full term of the note and for an amount equal to the total value of all mortgages held on the property. Prior to disbursement of program funds, the City shall be listed as a loss payee on the policy for the property.
 12. The Borrower agrees to keep such records as may be required by the City of Lewiston with respect to the rehabilitation activities.

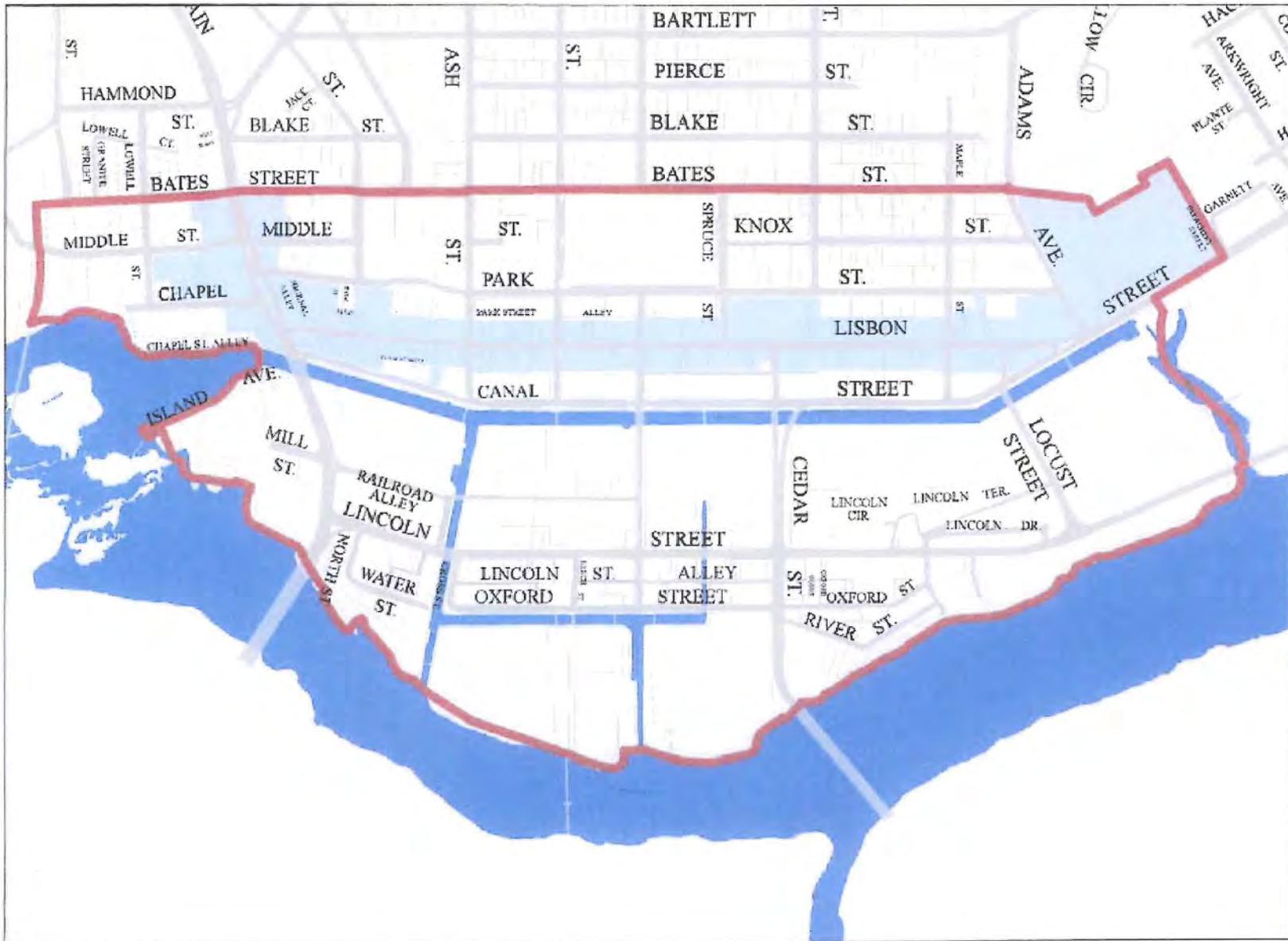
13. The Borrower further agrees to abide by all terms and conditions of Federal Regulations, including:

- a. **Federal Labor Standards**: The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603 FOR ALL commercial construction contracts awarded in excess of two thousand dollars (\$2,000).
- b. **Lead-Based Paint Hazards**: Any Rehabilitation loans made by the City of Lewiston shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.
- c. **"Section 3" of the Housing and Urban Development Act of 1968**: The Borrower must comply with the Provisions of Training, Employment and Business Opportunities and will comply with Title IX Section 915, Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992; and in accordance, in all work made possible by or resulting from this contract, affirmative action will be taken to ensure that residents (preferably; lower income) of the City of Lewiston are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City of Lewiston are to the greatest extent feasible, awarded contracts.
- d. **Flood Hazard Insurance**: If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood plain insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.
- e. **Civil Rights Act of 1964**: The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of **the Civil Rights Act of 1964, codified** in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968, and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in th United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating

agency will immediately take any measures necessary to effectuate this agreement.

- f. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.
- g. **Interest of Members, Officers, or Employees of Operating Agency, Members of Local Governing Body, or Other Public Officials:** No member, officer or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or commission, elected or appointed official of Lewiston or employee of the City of Lewiston, who exercises any decision-making functions or responsibilities regarding the Community Development Program, shall have any direct or indirect pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.
- h. **Federal Funding Accountability and Transparency Act:** The Owner shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

These guidelines may be amended as required by changes in federal programs.



Legend

- Elevator Grant Program Eligible Area
- Priority Area

Downtown Elevator Grant Application

February 2012
 8 1/2" x 11" - all



City of Lewiston Façade Improvement Program

Program Overview

The City of Lewiston's Façade Program is a key aspect of the City's downtown redevelopment strategy. By redeveloping a concentrated number of storefronts in our designated "priority area", the program will improve the overall image of the Centreville District and the City as a whole and will spur additional private sector investment.

The Façade Improvement Program is being funded and administrated through the City's Economic and Community Development Department. The "priority area" is located along a portion of Main Street and Lisbon Street between Main Street and Adams Street. The maximum amount of funding allowed is \$50,000 and if awarded through the program must be matched on a 1:1 basis by the owner or tenant. Design plans for historic properties will be reviewed by the local Historic Preservation Review Board (HPRB) and the Maine State Historic Preservation Officials (SHPO) for appropriateness of design. Applications recommended for funding will be reviewed and approved by the City's Loan Qualification Committee (LQC) prior to funding.

Program Objectives

- To encourage private investment that enhances the visual aesthetics of the downtown and leads to increased property value.
- To stimulate economic development through financial incentives to existing business owners to ensure business sustainability and to create aesthetically pleasing areas to attract new businesses and consumers.
- To create jobs and remove slum and blight

Program Criteria

Façade: Building exterior visible from the primary means of travel at street level

Project Eligibility: To be eligible the property must be located in the "priority area" in the Centreville District. The building must be taxable, privately owned, and a commercial or mixed use property. A map of the "priority area" is located in Attachment A.

Applicant Eligibility: The applicant must have proof of ownership of the building, must be current on all City assessments, provide evidence of cash match from a financial institution, lender, insurance payment or owner cash; and meet financial and underwriting requirements if part of the financing is a loan. The applicant nor any member of his/her family may be an elected or appointed City Official;

Director of any City Department; an employee of the City's Economic and Community Development Department or Code Enforcement and Planning Department.

City Assessments: Applicants may not be delinquent on property taxes, personal property taxes for business equipment, trash, water or sewer or have any outstanding or delinquent accounts on any property of which they are a principal owner within the City of Lewiston.

Tenants: Tenants of the subject property may apply for funding; however, all intended improvements must be agreed upon by the building owner and a written consent must be included with the application and tenants must Submit a copy of their Lease Agreement with the owner that specifies the terms and conditions of leasing the space and the date the agreement ends. Any changes in the scope of the project while being considered for funding will require final approval by the owner of the property.

Historic Properties: Some of the properties located in the "priority area" are listed on the National Historic Register or have been designated locally as being a historic building or is located in a designated historic district. Applicants are encouraged to know the historical significance of the building they are applying for funding for. The Facade Program utilizes federal funding which requires review and approval of proposed changes to historic properties by the Maine Historic Preservation Commission, or by the Lewiston Historic Preservation Review Board. The level of historic significance triggers the level of review. Please check "Appendix A - Zoning and Land Use Code Article XV Significant Buildings and Districts" at the City of Lewiston to determine local significance and review requirements. Historic projects must follow the Secretary of Interior's Standards for Rehabilitation. Construction documents shall be prepared by an architect, design consultant, or contractor, preferably with experience in the building restoration field.

Cost Estimates: Applicants are required to obtain two firm bids for eligible improvements that is being funded by the façade program. Bids must be from independent contractors and are of the same scope of work by each contractor. Projects approved for funding will be based on the lowest and most qualified bids; however, applicants may choose any of the submitted bidders but will be responsible for paying the cost that exceeds the lowest qualified bidder. A building owner with a construction company may not bid to do work under this program.

Eligible Expenses: Some of the improvements that may be made with this funding source include but are not limited to:

- Exterior building renovations/improvements including construction of new entryways or other improvements as may be required by HPRB or SHPO
- Exterior Lighting
- New or renovated signs (See City Code requirements)
- Windows

- Masonry, repointing/painting
- Awnings
- Roof repairs/replacement related to structural improvements that hold the façade in place
- Architectural Design work (\$2,000 limit for historic properties)
- Landscaping in areas visible to the public

Ineligible Expenses: Improvements that are not eligible with this funding source include but are not limited to:

- New construction
- Interior renovations
- Costs associated with security systems, solar systems or satellites
- Decorative Fencing
- Sidewalks on private property
- Project improvements commenced prior to the receipt of a signed funding agreement from the City (except architectural design)

Maximum Funding Available per Project: Up to \$50,000 available for two facades on the subject property. The first \$25,000 of investment from the City will be provided as a grant and the second \$25,000 of investment from the City provided as a 0% loan for up to 10 years as determined by the ability to repay and as approved by the LQC.

Matching Funding: A 1:1 match (50% of total project cost) is required for any increment of funding provided under this program. Applicant may secure match from a lender, owner equity, or insurance, etc. Match must be cash, or liquid and available when the project is approved for funding. A letter of firm commitment from a lender or award letter will be used to verify match from sources other than owner equity. Once the application is approved for funding, each disbursement request of public funding must be matched by an equal amount of private funding. All of these forms of match are acceptable providing the funding is available at the time the project is ready to proceed. No self-help labor is allowed as match.

Funding Agreement: Applicants must have a signed funding agreement with the City prior to commencement of improvements. Other than for architectural design, project expenditures made prior to the LQC approval and a signed funding agreement, do not qualify as matching funds and are not eligible for reimbursement.

Federal, State and Local Requirements May Apply: Most of the funding available to the City for grants and loans comes from federal or state resources which means there are some

restrictions or requirements that must be met. Additionally local ordinances may apply. Restrictions governing these funds are described in a later section of these guidelines.

Funding Source: Community Development Block Grant (CDBG); Other federal, state or local funding that may be available for Façade Grants.

APPLICATION PROCEDURE AND REVIEW OUTLINE

To Apply for a City Loan or Grant

A property or business owner interested in participating in the City's Commercial Programs must submit a completed, signed application, along with the required submissions to the Economic and Community Development Department, City of Lewiston, 27 Pine Street, Lewiston, ME 04240. If you have questions specific to the program, you can contact Jayne Jochem, Community Development Coordinator at 207-513-3126 x 3233 or jjochem@lewistonmaine.gov. Personal appointments can be made upon request. There is an open application period as long as funding is available. Commercial loans and grants are processed on a first come, first serve basis for approved projects.

Application Submission

The following items must be submitted as part of the application package.

- a) Completed and signed application form and application checklist for documents required to be submitted
- b) Certain financial information is required with all applications including: personal and business income sources, two years personal and business income taxes financial statements or other documentation from a certified accountant, two months of personal and business bank statements, Year to date profit and loss; projected cash flow for next 12 months, collateral sheet, other information as requested; Copy of the Hazard Insurance on the property
- c) Addresses of all properties owned wholly or in part in the City of Lewiston by the Applicant
- d) Current photograph of property to be improved
- e) Written description of the project improvements including material list and color selections, if appropriate to the project
- f) Construction drawings of the proposed improvements, if applicable
- g) Two written bids/estimates of each component of the proposed scope of work needed to complete the project

Application Processing and Review

Each application received will be dated upon receipt in the Economic and Community Development Department offices on the Third Floor at City Hall. Only one original application is needed; however, retain a copy of the completed application for your files. There are two types of funding available, grants or loans. The program itself describes the type of funding available as well as the maximum funding limits. You may request up to that limit; however, if the ask does not support the need, the City may fund an amount less than the maximum funding levels.

Additionally, applications will be accepted for one or more programs offered through the Economic and Community Development Department depending upon the scope and breadth of the project. For example, you may apply for a Façade Improvement Program and a Commercial Rehabilitation Loan or a Housing Rehabilitation Loan; however, you must meet the individual program as well as the financial guidelines for each type of program applied for. City funds from one funding source cannot be counted as match towards another commercial program. Owner's capacity to finance and complete the scope of the approved project on a timely basis is evaluated as other community development programs are accessed.

Verification of Information

Once the application is submitted, Community Development staff will verify all sources of income, assets, and matching source. Third party written verifications may be needed. Credit Reports to determine credit worthiness of the business including its members and principals will be obtained.

Community Development staff will conduct a title search of the property to make sure that the title is clear from liens and will complete property verifications with City Departments, (Assessing, Finance – Water and Sewer, Treasurers, etc Code Enforcement and Planning) that there are no outstanding assessments or complaints on the property. Staff will check the State of Maine's Corporate Database to ensure that the Corporation is considered in good standing. The Community Development staff will check the Federal State and local databases to determine whether or not the building is historic and the type of review needed. City staff will also check the FIRMettes Flood Map and the Wetlands Map and print a GIS map of the property location.

Community Development staff will review the project and the bids with the Building Inspector and set an appointment to conduct the initial inspection of the property to ensure that the improvements made to the property will add value and that the building can support the

proposed improvements. The Building Inspector will make recommendations as needed including items that do not meet code and need to be repaired as part of the project.

Community Development staff will check the Contractors that have provided proposals against the Excluded Parties List System (EPLS) <http://www.epls.gov> to determine if the contractor has been debarred, suspended, is proposed for debarment, excluded or otherwise disqualified from work that is being federally funded. Staff will document the file.

Community Development staff will document the file defining the National Objective and the eligible activity that the project falls under.

Once the initial verification has been completed, if favorable, staff will document the file and send to underwriting.

Risk Analysis and Underwriting Criteria

All grants will be underwritten by staff in the Economic and Community Development Department. Commercial loans will be underwritten on a contractual basis.

The following underwriting criteria will be used to evaluate the financial strength of the borrower and the anticipated success of the project:

1. Debt Coverage Ratio (DCR) defined as the monthly debt compared to the monthly net income. The City will accept a DCR of 1:1.1. (loan only)
2. Debt Service Coverage Ratio (DSCR) defined as the Net Operating Income (NOI) divided by the Total Debt Service. The City will accept a DSCR of 1:1.20 (loan only)
3. Loan to Value Ratio (LTV) defined as the Total Loan Balances of the mortgages divided by the Fair Market Value of the Property. The LTV will not exceed 100% LTV (loan only)
4. Years in Business
5. Commitment of other lenders/Terms of the Commitment/Subordination
6. Repayment/Refinancing Collateral (loan only)
7. Matching source from an institutional lender, owner financing, insurance company, and/or any other source acceptable to the lender
8. Track record of accomplishments
9. Verification that all City Department assessments (taxes, City utilities, etc) have been paid

The file will be documented with this information and reviewed by staff to determine whether or not the project is financially feasible and ready to move to the Loan Qualification Committee for approval.

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The City of Lewiston views the documents executed at the loan closing as a contractual agreement between the Borrower and the City. To fulfill this agreement, the Borrower must:

1. Complete within six (6) months all rehabilitation work as described in the loan application submitted by the applicant and approved by the Loan Qualification Committee. For exterior work scheduled allowances may be made for weather if needed.
2. Repay in full and in the manner prescribed, all loan money disbursed to the Borrower by the City of Lewiston through its programs.
3. The Borrower accepts ultimate responsibility for fulfillment of this agreement and further agrees that:
 - a. Other verbal agreements or written contracts entered into for the completion of any rehabilitation activity is made solely between borrower and the respective contractor and/or supplier;
 - b. Will indemnify and hold harmless the City of Lewiston and its agents from any and all disputes or claims of any nature for damages which may arise from the performance of any rehabilitation activity.
4. If a Borrower fails to maintain the property at or above the minimum acceptable level prescribed by municipal codes, the City Treasurer may assess an interest penalty to be added to the Borrower's monthly payment. This interest penalty shall be equal to the unpaid principal of the loan after the code violations are discovered, times one-twelfth of the annual effective interest rate of the matching bank loan, and shall be assessed each first day of the month thereafter, until the code violations are corrected.

5. The Borrower's failure to make any monthly payment in full within thirty (30) days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within thirty (30) days of the date assessed, shall constitute a default.
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 - a) The Borrower's failure to make any monthly payment in full within 30 days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within 30 days of the date assessed shall constitute a default;
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 - d) Loss of, substantial damage to, destruction of, sale of encumbrance upon (whether first or second position to this note and the mortgage securing this note), seizure of, levy against, attachment of, failure to pay any property taxes or other city utilities upon, or insurance premiums on the project property
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11. The Borrower is required to maintain hazard insurance on the improved property for the full term of the note and for an amount equal to the total value of all mortgages held on the property. Prior to disbursement of program funds, the City shall be listed as a loss payee on the policy for the property.

12. The Borrower agrees to keep such records as may be required by the City of Lewiston with respect to the rehabilitation activities.

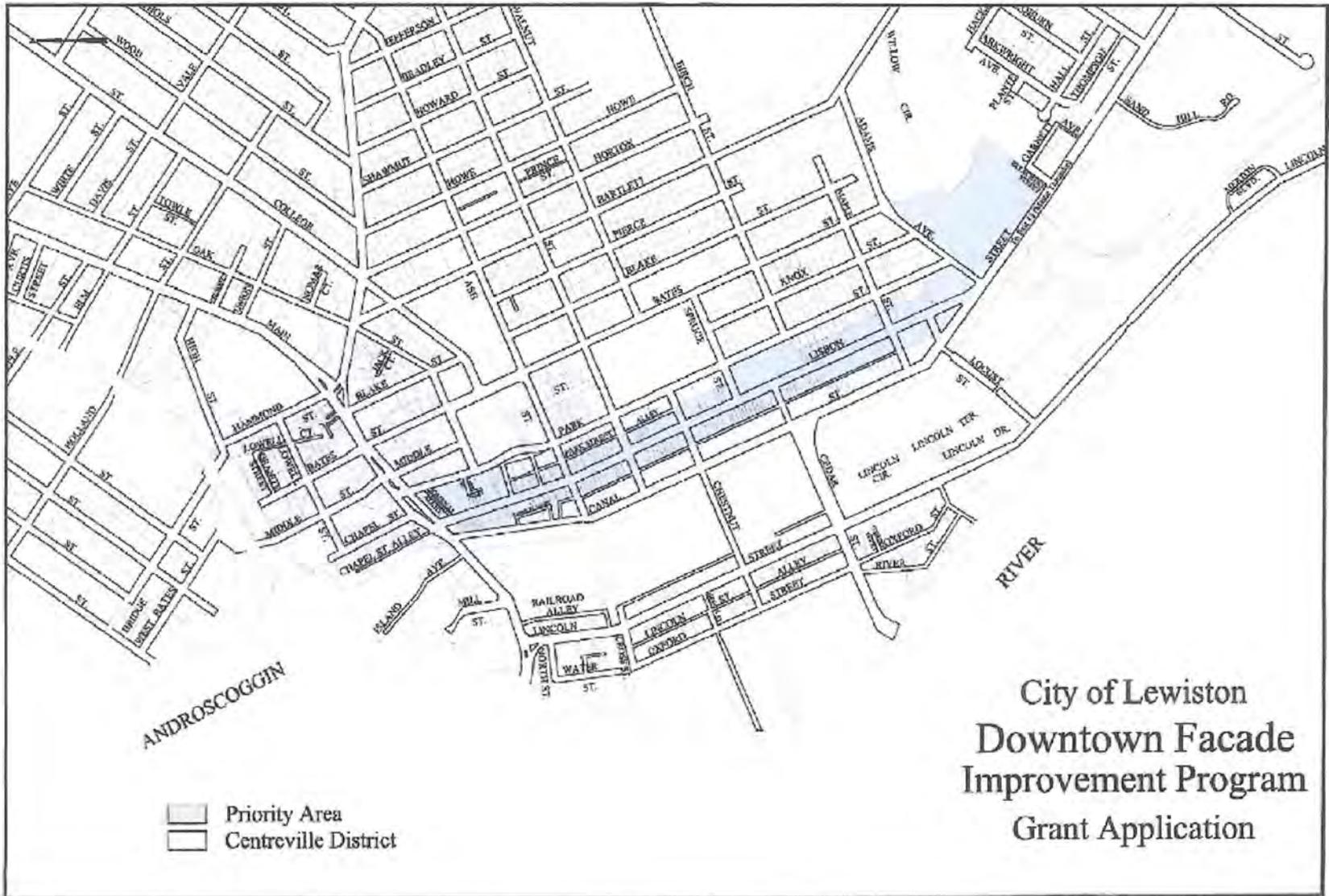
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- a. **Federal Labor Standards:** The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603 FOR ALL commercial construction contracts awarded in excess of two thousand dollars (\$2,000).
- b. **Lead-Based Paint Hazards:** Any Rehabilitation loans made by the City of Lewiston shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.
- c. **"Section 3" of the Housing and Urban Development Act of 1968:** The Borrower must comply with the Provisions of Training, Employment and Business Opportunities and will comply with Title IX Section 915, Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992; and in accordance, in all work made possible by or resulting from this contract, affirmative action will be taken to ensure that residents (preferably; lower income) of the City of Lewiston are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City of Lewiston are to the greatest extent feasible, awarded contracts.
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and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.

- e. **Civil Rights Act of 1964**: The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of the **Civil Rights Act of 1964**, codified in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968, and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in the United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating agency will immediately take any measures necessary to effectuate this agreement.
- f. **Interest of Certain Federal Officials**: No member of or Delegate to the Congress of the United States, and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.
- g. **Interest of Members, Officers, or Employees of Operating Agency, Members of Local Governing Body, or Other Public Officials**: No member, officer or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or commission, elected or appointed official of Lewiston or employee of the City of Lewiston, who exercises any decision-making functions or responsibilities regarding the Community Development Program, shall have any direct or indirect pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.
- h. **Federal Funding Accountability and Transparency Act**: The Owner shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

These guidelines may be amended as required by changes in federal programs.



City of Lewiston Life Safety Grant/Loan Program

Program Overview

Downtown Lewiston has many historic downtown properties that have upper stories that no longer meet life safety codes. Market rents currently do not support the costs of redeveloping these upper stories to current life safety code requirements. This program is intended to match private sector investment made to complete code required life safety improvements that will result in re-utilization of the upper stories of commercial and mixed use taxable downtown buildings. Putting the upper stories of these buildings back into productive use will increase the vitality and sustainability of the downtown, add to the critical mass of people necessary to create and sustain downtown businesses, and expand the city's tax base. The funds may be used to participate in the installation of sprinkler systems, creating or fire rating a second means of egress, or other life safety related improvements.

The City will match private sector investment, on a 1:1 basis, up to \$50,000 per building on a tiered grant and loan basis. The first \$25,000 will be provided as a grant. The second \$25,000 will be provided as a 0% interest loan, to be repaid on a term not to exceed ten years.

The Life Safety Grant/Loan Program is being funded and administered through the City's Economic and Community Development Department. The program is targeted to the "priority area" identified in Attachment A.

Program Objectives

- To encourage private investment that results in the re-utilization and tenancy in the upper floors of taxable downtown commercial and mixed use buildings.
- To stimulate economic development through financial incentives to building owners that result in increased leasable square footage, and in turn, more people and businesses in the target area.
- To remove spot blight, rehabilitation of privately owned commercial buildings expand housing options, create jobs, and increase downtown tenancy and vitality.

Program Criteria

Life Safety Improvements: Shall include sprinkler systems, second means of egress, and other building improvements as may be required by the National Fire Protection Act (NFPA) 101 and International Building Code as adopted by the City of Lewiston and/or State of Maine.

Project Eligibility: To be eligible the property must be located in the "priority area" illustrated in Attachment A. The building must be taxable, privately owned, and a commercial or mixed use

property. Projects that receive a Life Safety Grant/Loan are not eligible to also receive an Elevator Grant.

Applicant Eligibility: The applicant must have proof of ownership of the building, must be current on all City assessments, provide evidence of cash match from a financial institution, lender, insurance payment or owner cash; and meet financial and underwriting requirements if part of the financing is a loan. The applicant nor any member of his/her family may be an elected or appointed City Official; Director of any City Department; an employee of the City's Economic and Community Development Department or Code Enforcement and Planning Department.

City Assessments: Applicants may not be delinquent on property taxes, personal property taxes for business equipment, trash, water or sewer or have any outstanding or delinquent accounts on any property of which they are a principal owner within the City of Lewiston.

Historic Properties: Some of the properties located in the "priority area" are listed on the National Historic Register or have been designated locally as being a historic building or is located in a designated historic district. Historic properties by federal law have review requirements. Applicants are encouraged to know the historical significance of the building. The life safety program utilizes federal funding which requires a historic review under federal law. The historical significance triggers the level of review. Please check "Appendix A - Zoning and Land Use Code Article XV Significant Buildings and Districts" at the City of Lewiston to determine local significance and review requirements. Historic projects must follow the Secretary of Interior's Standards for Rehabilitation. Construction documents shall be prepared by an architect, design consultant, or contractor, preferably with experience in the building restoration field.

Cost Estimates: Applicants are required to obtain two firm bids for eligible improvements that are being funded by the Life Safety Program. Bids must be from independent contractors and cover the same scope of work by each contractor. Projects approved for funding will be based on the lowest and most qualified bids; however, applicants may choose any of the submitted bidders but will be responsible for paying the cost that exceeds the lowest qualified bidder. A building owner with a construction company may not bid to do work under this program.

Maximum Funding Available per Project: Up to \$50,000 available for life safety required improvements on the subject property. The first \$25,000 of investment from the City will be provided as a grant and the second \$25,000 of investment from the City provided as a 0% loan for up to 10 years as determined by the ability to repay and as approved by the LQC.

Matching Funding: A 1:1 match (50% of total project cost) is required for any increment of funding provided under this program. Applicant may secure match from a lender, owner

equity, or insurance, etc. Match must be cash, or liquid and available when the project is approved for funding. A letter of firm commitment from a lender or award letter will be used to verify match from sources other than owner equity. Once the application is approved for funding, each disbursement request of public funding must be matched by an equal amount of private funding. All of these forms of match are acceptable providing the funding is available at the time the project is ready to proceed. No self-help labor is allowed as match.

Funding Agreement: Applicants must have a signed funding agreement with the City prior to commencement of improvements. Other than for architectural design, project expenditures made prior to approval of the project by the LQC, and if needed, Maine Historic Preservation Commission approval, do not qualify as matching funds. Other than as described above, only those expenditures made after execution of a funding agreement are eligible for inclusion as match or for 50% reimbursement.

Federal, State and Local Requirements May Apply: Most of the funding available to the City for grants and loans comes from federal or state resources which means there are some restrictions or requirements that must be met. Additionally local ordinances may apply. Restrictions governing these funds are described in a later section of these guidelines.

Funding Source: Community Development Block Grant (CDBG); and or other federal, state or local funding may be used.

APPLICATION PROCEDURE AND REVIEW OUTLINE

To Apply for a City Loan or Grant

A property or business owner interested in participating in the City's Commercial Programs must submit a completed, signed application, along with the required submissions to the Economic and Community Development Department, City of Lewiston, 27 Pine Street, Lewiston, ME 04240. If you have questions specific to the program, you can contact Jayne Jochem, Community Development Coordinator at 207-513-3126 x 3233 or jjochem@lewistonmaine.gov. Personal appointments can be made upon request. There is an open application period as long as funding is available. Commercial loans and grants are processed on a first come, first serve basis for approved projects.

Application Submission

The following items must be submitted as part of the application package.

- a) Completed and signed application form and application checklist for documents required to be submitted

- b) Certain financial information is required with all applications including: personal and business income sources, two years personal and business income taxes financial statements or other documentation from a certified accountant, two months of personal and business bank statements, Year to date profit and loss; projected cash flow for next 12 months, collateral sheet, other information as requested; Copy of the Hazard Insurance on the property
- c) Addresses of all properties owned wholly or in part in the City of Lewiston by the Applicant
- d) Current photograph of property to be improved
- e) Written description of the project improvements including material list and color selections, if appropriate to the project
- f) Construction drawings of the proposed improvements, if applicable
- g) Two written bids/estimates of each component of the proposed scope of work needed to complete the project

Application Processing and Review

Each application received will be dated upon receipt in the Economic and Community Development Department offices on the Third Floor at City Hall. Only one original application is needed; however, retain a copy of the completed application for your files. There are two types of funding available, grants or loans. The program itself describes the type of funding available as well as the maximum funding limits. You may request up to that limit; however, if the ask does not support the need, the City may fund an amount less than the maximum funding levels.

Additionally, applications will be accepted for one or more programs offered through the Economic and Community Development Department depending upon the scope and breadth of the project. For example, you may apply for a Façade Improvement Program and a Commercial Rehabilitation Loan or a Housing Rehabilitation Loan; however, you must meet the individual program as well as the financial guidelines for each type of program applied for. City funds from one funding source cannot be counted as match towards another commercial program. Owner's capacity to finance and complete the scope of the approved project on a timely basis is evaluated as other community development programs are accessed.

Verification of Information

Once the application is submitted, Community Development staff will verify all sources of income, assets, and matching source. Third party written verifications may be

needed. Credit Reports to determine credit worthiness of the business including its members and principals will be obtained.

Community Development staff will conduct a title search of the property to make sure that the title is clear from liens and will complete property verifications with City Departments, (Assessing, Finance – Water and Sewer, Treasurers, etc Code Enforcement and Planning) that there are no outstanding assessments or complaints on the property. Staff will check the State of Maine’s Corporate Database to ensure that the Corporation is considered in good standing. The Community Development staff will check the Federal State and local databases to determine whether or not the building is historic and the type of review needed. City staff will also check the FIRMettes Flood Map and the Wetlands Map and print a GIS map of the property location.

Community Development staff will review the project and the bids with the Building Inspector and set an appointment to conduct the initial inspection of the property to ensure that the improvements made to the property will add value and that the building can support the proposed improvements. The Building Inspector will make recommendations as needed including items that do not meet code and need to be repaired as part of the project.

Community Development staff will check the Contractors that have provided proposals against the Excluded Parties List System (EPLS) <http://www.epls.gov> to determine if the contractor has been debarred, suspended, is proposed for debarment, excluded or otherwise disqualified from work that is being federally funded. Staff will document the file.

Community Development staff will document the file defining the National Objective and the eligible activity that the project falls under.

Once the initial verification has been completed, if favorable, staff will document the file and send to underwriting.

Risk Analysis and Underwriting Criteria

All grants will be underwritten by staff in the Economic and Community Development Department. Commercial loans will be underwritten on a contractual basis.

The following underwriting criteria will be used to evaluate the financial strength of the borrower and the anticipated success of the project:

1. Debt Coverage Ratio (DCR) defined as the monthly debt compared to the monthly net income. The City will accept a DCR of 1:1.1. (loan only)
2. Debt Service Coverage Ratio (DSCR) defined as the Net Operating Income (NOI) divided by the Total Debt Service. The City will accept a DSCR of 1:1.20 (loan only)
3. Loan to Value Ratio (LTV) defined as the Total Loan Balances of the mortgages divided by the Fair Market Value of the Property. The LTV will not exceed 100% LTV (loan only)
4. Years in Business
5. Commitment of other lenders/Terms of the Commitment/Subordination
6. Repayment/Refinancing Collateral (loan only)
7. Matching source from an institutional lender, owner financing, insurance company, and/or any other source acceptable to the lender
8. Track record of accomplishments
9. Verification that all City Department assessments (taxes, City utilities, etc) have been paid

The file will be documented with this information and reviewed by staff to determine whether or not the project is financially feasible and ready to move to the Loan Qualification Committee for approval.

Application Approval

All applications for program funding are presented for review and approval to the Loan Qualification Committee (LQC), which consists of: the City of Lewiston's City Administrator, Economic & Community Development Director, Director of Finance, one member of the City Council, and one citizen representative preferably with lending experience.

The actions of the Committee shall be governed by the following rules:

1. A majority of the Committee's members must be present to constitute a quorum. At least three (3) votes on the prevailing side are required to constitute a valid vote on any funding application.
2. Committee approval of applications will be contingent upon the applicant meeting the requirements of the program they are applying for.
3. The Committee has the authority to adjust terms, rates and the match requirement and underwriting ratios on a case-by-case basis.

Approval/Disapproval of the Funding Request

Once the LQC makes a recommendation, the applicant will be notified via telephone by a representative of the Economic and Community Development Staff. If the terms have been modified, the borrower will be given an opportunity to accept the new terms and conditions or request an appeal.

Appeal Process

The applicant may appeal the decision of the Loan Qualification Committee (LQC) under the following circumstances:

- 1.) Must be in writing with an explanation regarding why the applicant should be granted an appeal
- 2) No new information may be presented by the applicant only clarification of information that was not presented correctly.
- 3) Request for an appeal must be made within 30 days of the date of the decision to deny or modify the terms of participation in writing to The LQC, Chairperson, who will conduct the appeal process.
- 4) The decision of the Chairperson is final.

General Terms and Conditions for Participation in the City Programs

This section sets forth the general terms and conditions to which an applicant must agree in order to receive a loan through the Loan Programs.

Once the proposed work is approved for funding and a Commitment Letter is issued. Community Development Department staff will contact the owner, schedule an appointment for a loan closing. The following documents become part of the Funding Agreement between the City and the Owner: 1) Commitment Letter, Terms and Conditions of the Program, Security Agreement or Mortgage, Promissory Note, Personal Guaranties of all owners, if Equipment is purchased UCC-1 and 2; or other Agreements pertinent to the type of funding (eg Job Creation, Façade Maintenance Agreement, etc.)

The City of Lewiston views the documents executed at the loan closing as a contractual agreement between the Borrower and the City. To fulfill this agreement, the Borrower must:

1. Complete within six (6) months all rehabilitation work as described in the loan application submitted by the applicant and approved by the Loan Qualification

Committee. For exterior work scheduled allowances may be made for weather if needed.

2. Repay in full and in the manner prescribed, all loan money disbursed to the Borrower by the City of Lewiston through its programs.
3. The Borrower accepts ultimate responsibility for fulfillment of this agreement and further agrees that:
 - a. Other verbal agreements or written contracts entered into for the completion of any rehabilitation activity is made solely between borrower and the respective contractor and/or supplier;
 - b. Will indemnify and hold harmless the City of Lewiston and its agents from any and all disputes or claims of any nature for damages which may arise from the performance of any rehabilitation activity.
4. If a Borrower fails to maintain the property at or above the minimum acceptable level prescribed by municipal codes, the City Treasurer may assess an interest penalty to be added to the Borrower's monthly payment. This interest penalty shall be equal to the unpaid principal of the loan after the code violations are discovered, times one-twelfth of the annual effective interest rate of the matching bank loan, and shall be assessed each first day of the month thereafter, until the code violations are corrected.
5. The Borrower's failure to make any monthly payment in full within thirty (30) days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within thirty (30) days of the date assessed, shall constitute a default.
6. The entire principal balance and all accrued interest shall become immediately due and payable without notice or demand upon the foregoing events:
 - a) The Borrower's failure to make any monthly payment in full within 30 days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within 30 days of the date assessed shall constitute a default;
 - b) The commencement of any proceedings by or against the developer under any bankruptcy or insolvency laws;
 - c) The dissolution of, insolvency of, appointment of a receiver for, or assignment for the benefit of creditors of any property of, the developer;

- d) Loss of, substantial damage to, destruction of, sale of encumbrance upon (whether first or second position to this note and the mortgage securing this note), seizure of, levy against, attachment of, failure to pay any property taxes or other city utilities upon, or insurance premiums on the project property
7. Rehabilitation Loans will require a security instrument which is acceptable to the City. The cost of preparation and registration of the security document will be the Borrower's responsibility to bear and will be payable to the City at the time of the loan closing.
 8. A Borrower agrees to permit inspection of the property, rehabilitation work and all contract agreements, materials, equipment, payrolls, and conditions of employment pertaining to the rehabilitation project by the City's ECDD and/or Code Enforcement personnel.
 9. The Borrower agrees to follow the procedures and conditions of all established and applicable municipal ordinances in the physical rehabilitation and maintenance of improved property. Work not meeting minimum standards and procedures established by code is unacceptable for disbursement of any loan funds.
10. Disbursement of Program funds
- a) Disbursement of all Rehabilitation Loan funds is made to the Borrower and the contracted contractor upon request submitted to the City's ECDD. Invoices received by Tuesday, end of day, will be processed for payment on Wednesday of the following week, no earlier than 3:00 pm.
 - b) Repayment of the loan will begin upon completion of the construction phase or six (6) months after the closing date.
 - c) The above is contingent upon approved activities being completed according to applicable municipal codes. No money will be disbursed to reimburse the Borrower for improvements made to the property which were not approved by the Loan Qualification Committee before they were commenced.
11. The Borrower is required to maintain hazard insurance on the improved property for the full term of the note and for an amount equal to the total value of all mortgages held on the property. Prior to disbursement of program funds, the City shall be listed as a loss payee on the policy for the property.

12. The Borrower agrees to keep such records as may be required by the City of Lewiston with respect to the rehabilitation activities.

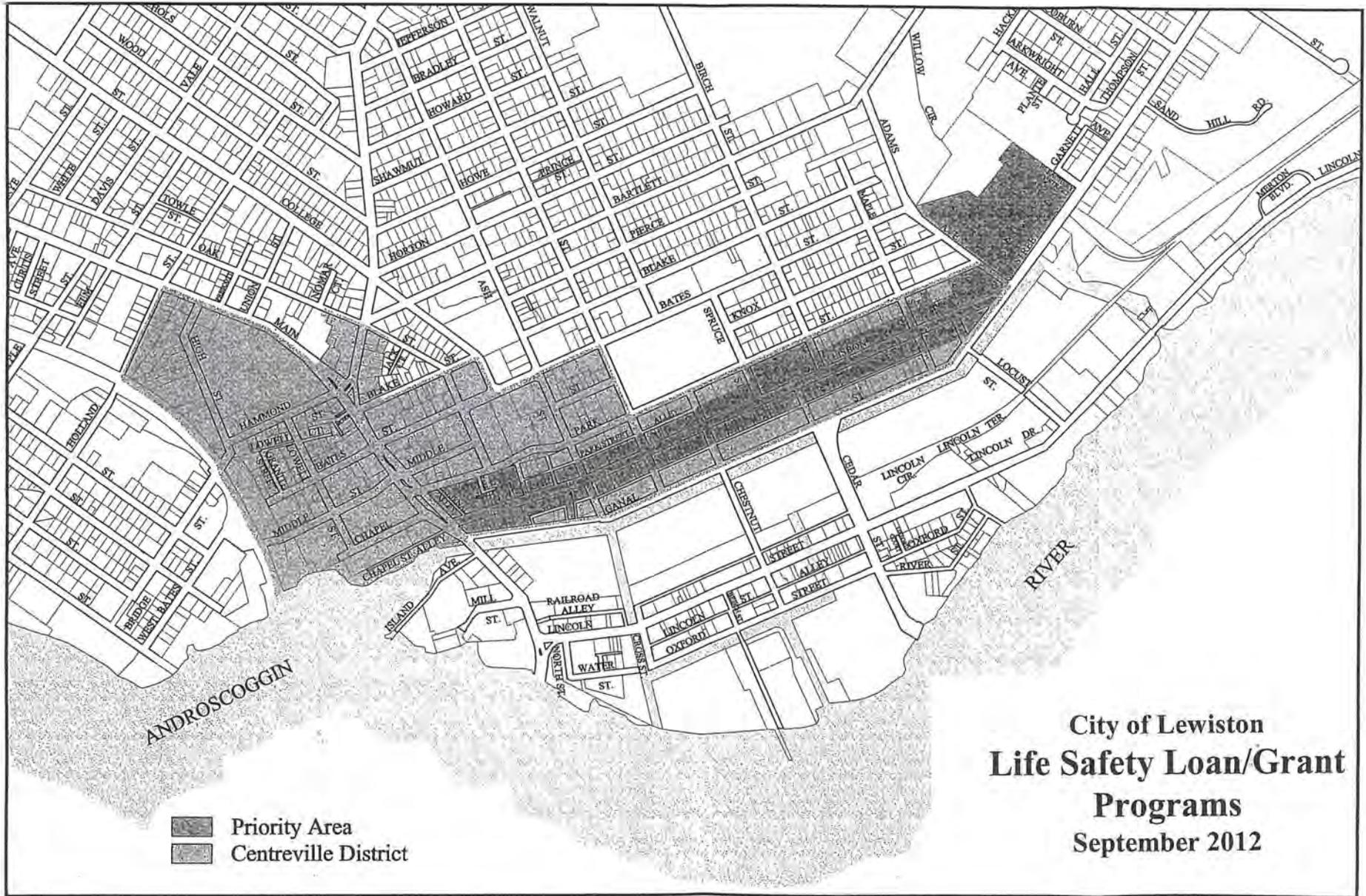
13. The Borrower further agrees to abide by all terms and conditions of Federal Regulations, including:

- a. **Federal Labor Standards**: The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603 FOR ALL commercial construction contracts awarded in excess of two thousand dollars (\$2,000).
- b. **Lead-Based Paint Hazards**: Any Rehabilitation loans made by the City of Lewiston shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.
- c. **"Section 3" of the Housing and Urban Development Act of 1968**: The Borrower must comply with the Provisions of Training, Employment and Business Opportunities and will comply with Title IX Section 915, Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992; and in accordance, in all work made possible by or resulting from this contract, affirmative action will be taken to ensure that residents (preferably; lower income) of the City of Lewiston are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City of Lewiston are to the greatest extent feasible, awarded contracts.
- d. **Flood Hazard Insurance**: If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood plain insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.
- e. **Civil Rights Act of 1964**: The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of **the Civil Rights Act of 1964, codified** in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968, and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in th United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation

in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating agency will immediately take any measures necessary to effectuate this agreement.

- f. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.
- g. **Interest of Members, Officers, or Employees of Operating Agency, Members of Local Governing Body, or Other Public Officials:** No member, officer or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or commission, elected or appointed official of Lewiston or employee of the City of Lewiston, who exercises any decision-making functions or responsibilities regarding the Community Development Program, shall have any direct or indirect pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.
- h. **Federal Funding Accountability and Transparency Act:** The Owner shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg.55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

These guidelines may be amended as required by changes in federal programs.



 Priority Area
 Centreville District

City of Lewiston
Life Safety Loan/Grant
Programs
September 2012

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Amendment to the Rules Governing the City Council to authorize the Mayor to take meeting agenda items out of order to accommodate the public.

INFORMATION:

During the previous Council meeting, the Council took a few agenda items out of order in order to accommodate members of the public who were present for the meeting. The Council Rules set a specific standard order of business for agenda items (public hearings first followed by Policy Manual amendments, etc.) and in order to address an item out of order, the Council must vote to do so. Several Councilors commented at the previous meeting that they felt it should be able to be done at the discretion of the Mayor in order to move the meeting along. This proposed amendment will accomplish that suggested change.

Note: Additions are underlined; deletions have ~~strikeout~~ lines.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This is a policy decision of the City Council.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the proposed amendment to the Rules Governing the City Council, City Policy Manual Number 6.

(Note - Full copy of the amendment is attached.)

Sec. 1. Regular meetings

- (a) **Time:** The City Council shall hold regular meetings on the first and third Tuesday of each month at 7:00 p.m.
- (b) **Place:** All regular meetings of the City Council shall be held in the Council Chambers of the City Building.
- (c) Matters that are appropriate for executive session and which are to be held on evenings of regular City Council meetings shall be scheduled either at a workshop preceding the meeting or immediately following Other Business as the final item on the meeting agenda, except in situations when the City Administrator deems it to be in the best interest of the City to hold the executive session at another time.
- (d) Items shall appear on the agenda in the following standard order of business:
 - Pledge of Allegiance to the Flag
 - Moment of Silence
 - Ceremonial Presentations and Recognitions
 - Acceptance of meeting minutes
 - Public Comment period - any member of the public may offer comments regarding issues pertaining to Lewiston City Government; maximum time limit for the full comment period shall be 15 minutes
 - Consent Agenda
 - Public Hearings (licenses, ordinance adoptions or amendments, other)
 - Policy Manual adoptions or amendments
 - Items requiring adoption or approval
 - Discussion items (no action required)
 - Reports and Updates
 - Any other city business Councilors, staff or members of the public may have relating to Lewiston City Government
- (e) The Mayor is authorized to adjust the standard order of business to accommodate members of the public attending the meeting in regard to an item or items.

Additions are underlined.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 1567 Lisbon Street.

INFORMATION:

The Council is asked to approve a municipal quitclaim deed for the property located at 1567 Lisbon Street. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens on this property.

Please see the memorandum from Finance Director Heather Hunter for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 1567 Lisbon Street.



**City of Lewiston Maine
City Council Order
May 18, 2010**



Order, Authorizing Execution of Municipal Quitclaim Deed – Real Estate
Located at 1567 Lisbon Street.

Be It Ordered by the City Council of the City of Lewiston that

Heather Hunter, Finance Director, is hereby authorized and directed, on behalf of the City of Lewiston, to execute a Municipal Quitclaim Deed releasing any interest the City may have by virtue of an undischarged real estate tax liens recorded in the Androscoggin County Registry of Deeds in Book 7951, Page 336, Book 8180, Page 118, and Book 8416, Page 299. Said deed shall be directed to 1567 Lisbon Street Realty, LLC in a form approved by the City Attorney.



Finance Department

Heather Hunter
Director of Finance/Treasurer
hhunter@ci.lewiston.me.us



TO: Edward A. Barrett, City Administrator
Mayor Robert E. Macdonald and
Members of the City Council

FROM: Heather Hunter, Finance Director

SUBJECT: **Disposition of 1567 Lisbon Street**

DATE: September 13, 2012

1567 Lisbon Street (the "Property") was owned by 1567 Lisbon Street Realty, LLC (the "Owner"). When the Owner failed to pay its real estate taxes in 2009, the City put a municipal tax lien on the Property on June 16, 2010. The taxes were never paid, and the City's lien matured and automatically foreclosed on December 16, 2011. As of today, the real estate taxes owed on the Property equal \$39,492.75.

In addition, the Owner also failed to pay its Stormwater Fees (the "Fees") for the Property. The City sued to collect the Fees and obtained a default judgment against the Owner in the amount of \$21,561.44 plus interest. As of today, the judgment and interest amounts to \$21,784.64.

Key Bank was the primary mortgage holder on the Property and currently has a property management company running it. Under Key Bank's control, Stormwater Fees and real estate taxes have been kept current, although back taxes and Fees have not yet been paid. Key Bank has offered to pay the City \$61,298.22, which would cover the unpaid real estate taxes and Stormwater Fees, in exchange for a Municipal Quitclaim Deed back to the Owner, 1567 Lisbon Street Realty, LLC.

I recommend that the City authorize me to accept Key Bank's payment for the Property and execute the requested Municipal Quitclaim Deed to the Owner. If the Council chooses to refuse Key Bank's offer and take possession of the Property, the City would incur additional costs. The City would assume liability for the Property, as well as the costs of managing the Property. If the City retains the Property, it would also be wise to authorize the City Attorney to bring a suit to affirm the City's title to the Property, and such litigation is not without risk or expense.

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Adoption of meeting schedule for the month of November.

INFORMATION:

Due to the November election, it is recommended that the City Council cancel their first regular meeting of the month. It is past practice to not hold a Council meeting on the election day. A special Council meeting might be called at the end of October if needed. Councilors are asked to keep the dates of Oct. 23 and 30 available in case a special meeting is called.

Note the December meetings will be held as regularly scheduled - Tuesday, December 4th and Tuesday, December 18th.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To suspend Section 1,(a) of the Rules Governing the City Council, to cancel the November 6, 2012 Council meeting due to the conflict with Election Day and to hold one regular meeting during the month of November on Tuesday, November 20th.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Appointment of Voting Delegate and Alternate to the Maine Municipal Association Annual Business Meeting.

INFORMATION:

The Municipal Officers shall select one City representative to serve as the City's voting delegate to the Maine Municipal Association Annual Meeting, and one alternate delegate. The MMA meeting will be held in October in Augusta.

Since Councilor Butler serves in the MMA Executive Committee, the City Administrator is recommending that he be appointed as the City's delegate and that the Administrator be appointed as the alternate.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To appoint City Councilor John Butler to serve as the City's delegate to the Maine Municipal Association Annual Meeting in October 2012 and to appoint City Administrator Edward Barrett to serve as the alternate delegate.



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

MEMORANDUM

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Christopher G. Lockwood, Executive Director

DATE: August 31, 2012

SUBJECT: Voting Credentials for MMA Annual Business Meeting

The Maine Municipal Association Annual Business Meeting is being held in conjunction with the MMA Annual Convention and will take place on **Wednesday, October 3, 2012, at 1:45 p.m. in the Cumberland Room at the Augusta Civic Center**. The MMA Bylaws entitle each member community to one (1) voting representative.

Enclosed please find the *MMA Voting Delegates Credential Form* on which the municipal officers may designate their municipality's voting representative and alternate. We have also attached an Agenda for the MMA Annual Business Meeting for your reference. As you will note, there is no scheduled action by the membership, however the MMA Bylaws allow for action items to be raised during the meeting.

If you would like to complete the Voting Delegates Credential Form, please return to our office by **Monday, October 1, 2012** or bring it with you to the MMA Annual Business Meeting. If you have any questions on this information, please contact Theresa Chavarie at 1-800-452-8786 ext. 2211 or in the Augusta area at 623-8428.

We look forward to seeing you at the MMA Annual Convention.

MAINE MUNICIPAL ASSOCIATION
VOTING DELEGATE CREDENTIALS

_____ is hereby designated as the official Voting Delegate and
(name)
_____ as the alternate voting delegate for _____
(name) (municipality)
to the Maine Municipal Association Annual Business Meeting which is scheduled to be held,
Wednesday, October 3, 2012, 1:45 p.m., at the Augusta Civic Center, Augusta, Maine.

The Voting Delegate Credentials may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ Municipality: _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Name: _____ Position: _____

Or Signed by a Majority of Municipal Officers:

Please return this form no later than **Monday, October 1, 2012** or bring it with you to the MMA Annual Business Meeting. If mailing, send to:

*MMA Annual Business Meeting
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: 207-626-3358*

**Maine Municipal Association
Annual Business Meeting
Wednesday, October 3, 2012
1:45 p.m.
Augusta Civic Center
Level 1 – Cumberland Room**

AGENDA

- 1. Introductions and Welcoming Remarks – MMA President Sophia Wilson, (Town Manager, Town of Orono)**
- 2. Approval of 2011 Annual Business Meeting Minutes**
- 3. Other Business (*comments from the floor*)**
- 4. Executive Director Report - Christopher Lockwood**
- 5. Adjournment**

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Public Hearing on a new liquor license application for Antigoni's Pizza, 757 Main Street.

INFORMATION:

We have received a new application for a liquor license from Antigoni's Pizza, 757 Main Street.

The liquor license application is for malt & vinous. The Police Department has reviewed and approved the application.

There was no reference to the business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
---	---	---	---	---	---	---	---

To authorize the City Clerk's Office to approve a new liquor license application for Antigoni's Pizza, 757 Main Street.

**Department of Public Safety
Division**



Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTIONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) -(Sole Proprietor, Corporation, Limited Liability Co., etc.) ANTIGONI DAPAGJINA DOB: 12/2/73 KASTRIOT XHOLL DOB: 02/03/65	2. Business Name (D/B/A) ANTIGONI'S PIZZA 757 MAIN ST ME 04210
Address 792 AUBURN RD TURNER ME 04282	Location (Street Address) ME 04210 City/Town SAME State Zip Code
City/Town State Zip Code	Mailing Address City/Town State Zip Code
Telephone Number (207) 225-6500 Fax Number 225-2301	Business Telephone Number Fax Number
Federal I.D. # 20-4031676	Seller Certificate # 1089681

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: _____
8. If business is NEW or under new ownership, indicate starting date: 9/30/12
Requested inspection date: before 9/30/12 Business hours: 11AM to 11PM
9. Business records are located at: _____
10. Is/are applicants(s) citizens of the United States? YES NO

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

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

Name in Full (Print Clearly)	DOB	Place of Birth
ANTIGONI PAPAGJIKA	12/2/73	SARANDE ALBANIA
KASTRIOT XHOLLO	2/8/65	SARANDE ALBANIA

Residence address on all of the above for previous 5 years (Limit answer to city & state)

TURNER ME

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

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

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: 8/20/12

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 2 Miles Which of the above is nearest? Same

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: ANDROSCOGGIN BANK

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

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

Dated at: 8/28/12 LEWISTON ME on 8/28/12, 2012
Town/City, State Date

Signature of Applicant or Corporate Officer(s)
Antigoni Papagjika

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)
Kastriot Xhollo

ANTIGONI PAPAGJIKA

KASTRIOT XHOLLO

STATE OF MAINE
 Liquor Licensing & Inspection Unit
 164 State House Station
 Augusta, Maine 04333-0164
 Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS

1. Exact Corporate Name: ANTIGONI'S PIZZA INC
 Business D/B/A Name: ANTIGONI'S PIZZA
2. Date of Incorporation: 3/15/2006
3. State in which you are incorporated: MAINE
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
ANTIGONI PAPAGJINA	627 UPPER ST TURNER ME	12/73	50%	PRESIDENT
KASTRIOT XHOLLO	627 UPPER ST TURNER ME	2/8/65	50%	VICE PRESIDENT

6. What is the amount of authorized stock? 100 Outstanding Stock? _____
7. Is any principal officer of the corporation a law enforcement official? () YES () NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES () NO.
9. If yes, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____

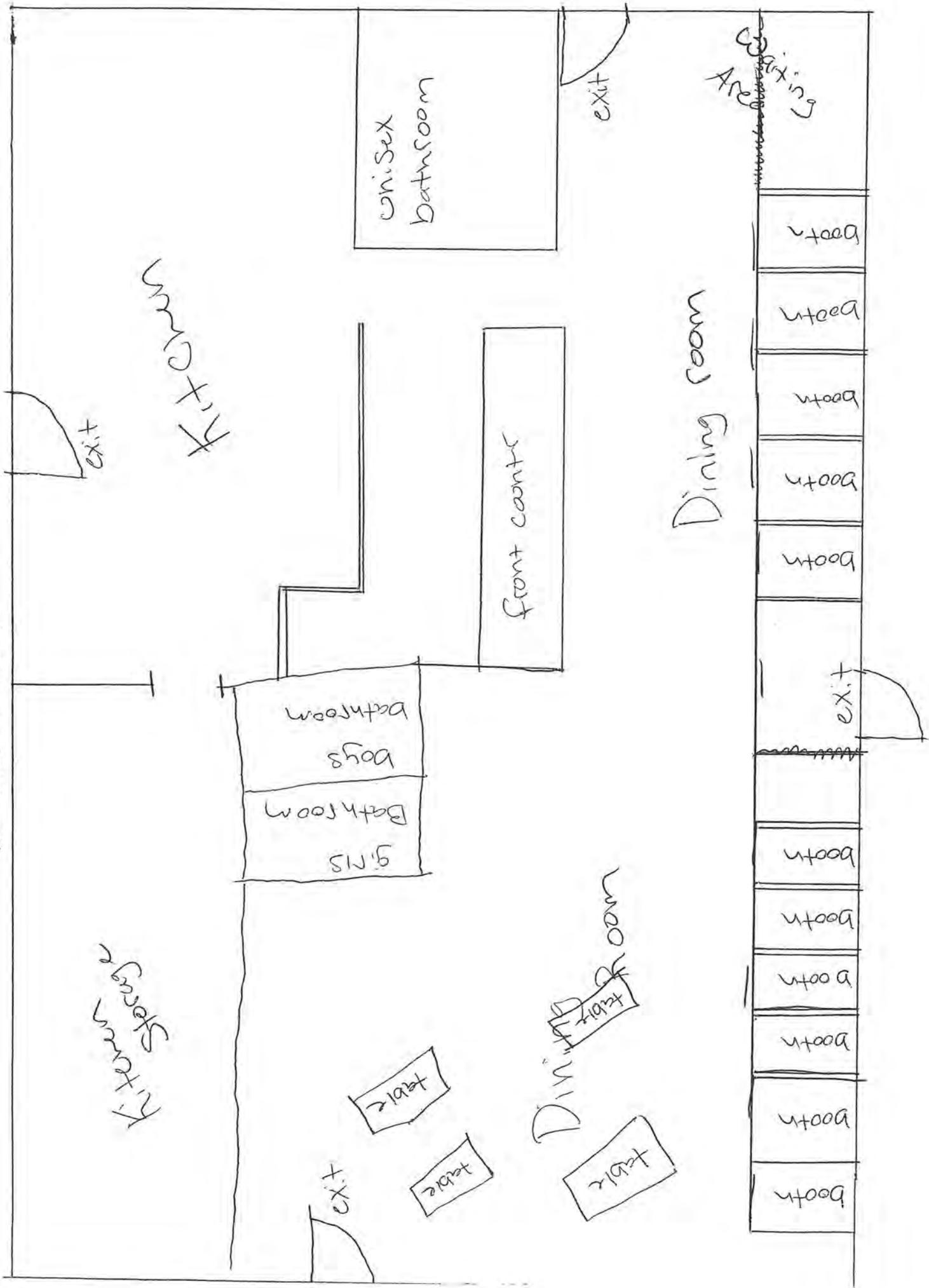
Location: _____ Disposition: _____

Dated at: _____ City/Town _____ On: _____ Date _____

Signature of Duly Authorized Officer _____ Date: _____

Print Name of Duly Authorized Officer _____

ANTIGONI'S PIZZA





POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: August 30, 2012

RE: Liquor License/Special Amusement Permit – **Antigoni's Pizza**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Antigoni's Pizza
757 Main St.



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

CITY OF LEWISTON
PUBLIC NOTICE

A hearing on the following liquor license applications will be held by the Lewiston City Council in the Council Chambers, City Hall on ***Tuesday, September 18, 2012, at 7:00 p.m.***, or as soon thereafter as they may be heard. Any interested person may appear and will be given the opportunity to be heard before final action on said applications.

Antigoni's Pizza

757 Main Street

Antigoni Papagjika & Kastriot Xhollo, owners

Alterra

347 Lisbon Street

Stephen Wallace, owner

The City of Lewiston is an EOE. For more information, please visit our website @ www.lewistonmaine.gov and click on the Non-Discrimination Policy.

Kathleen Montejo, MMC
City Clerk
Lewiston, Maine

PUBLISH ON: September 12, 13 & 14, 2012

Please bill the City Clerk's Dept. account. Thank you.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Public Hearing on a new liquor license application and special amusement permit for Altera, 347 Lisbon Street.

INFORMATION:

We have received a new liquor license application and special amusement permit for Altera, 347 Lisbon Street. The liquor license application is for malt, spirituous & vinous.

The police department has reviewed and approved the application.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
---	---	---	---	---	---	---	---

To authorize the City Clerk's Office to approve a new liquor license application and special amusement permit for Altera, 347 Lisbon Street.

**Department of Public Safety
Division**



Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

<u>BUREAU USE ONLY</u>	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input checked="" type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTIONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <i>Stephen A Wallace</i> DOB: <i>5/4/62</i>			2. Business Name (D/B/A) <i>ALTERA</i>		
DOB:					
DOB:			Location (Street Address) <i>347 Lisbon St.</i>		
Address <i>14 JAGWAS DR</i>			City/Town <i>Lewiston</i>	State <i>ME</i>	Zip Code <i>04240</i>
<i>SABATTUS ME 04280</i>			Mailing Address <i>SAME</i>		
City/Town <i>SABATTUS</i>	State <i>ME</i>	Zip Code <i>04280</i>	City/Town	State	Zip Code
Telephone Number <i>207-440-0007</i>		Fax Number		Business Telephone Number <i>207-440-0007</i>	
Federal I.D. # <i>45-4104217</i>			Seller Certificate #		

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: *N/A*
8. If business is NEW or under new ownership, indicate starting date: *NEW LOCATION*
Requested inspection date: _____ Business hours: _____
9. Business records are located at: *347 Lisbon St. Lewiston ME 04240*
10. Is/are applicants(s) citizens of the United States? YES NO

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

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

Name in Full (Print Clearly)	DOB	Place of Birth
Stephen Alan Wallace	5/4/1962	Portland ME

Residence address on all of the above for previous 5 years (Limit answer to city & state) Lewiston ME
SABATTUS ME
LEWISTON ME

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

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

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: MOE
Beaubeau 207-576-6842

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) See Attached.

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

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 311 ft Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

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

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

Dated at: Lewiston ME on Sept 4, 20 12
Town/City, State Date

Please sign in blue ink

Stephen A. Wallace
Signature of Applicant or Corporate Officer(s)
President

Signature of Applicant or Corporate Officer(s)

STATE OF MAINE
 Liquor Licensing & Inspection Unit
 164 State House Station
 Augusta, Maine 04333-0164
 Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS

1. Exact Corporate Name: ALTERA
 Business D/B/A Name: _____
2. Date of Incorporation: Dec 2011
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
<i>Stephen A Wallace</i>	<i>* 14 Agway Dr. Sabbatus ME</i>	<i>5/4/62</i>	<i>100%</i>	<i>President</i>
	<i>* 747 Lisbon St. Lewiston ME</i>			
	<i>* 42 Pine Ridge Rd. SABBATUS ME</i>			

6. What is the amount of authorized stock? 100 Outstanding Stock? * 129 Oak St Apt 2 Lewiston ME 04240
7. Is any principal officer of the corporation a law enforcement official? () YES (X) NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES (X) NO.
9. If yes, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____

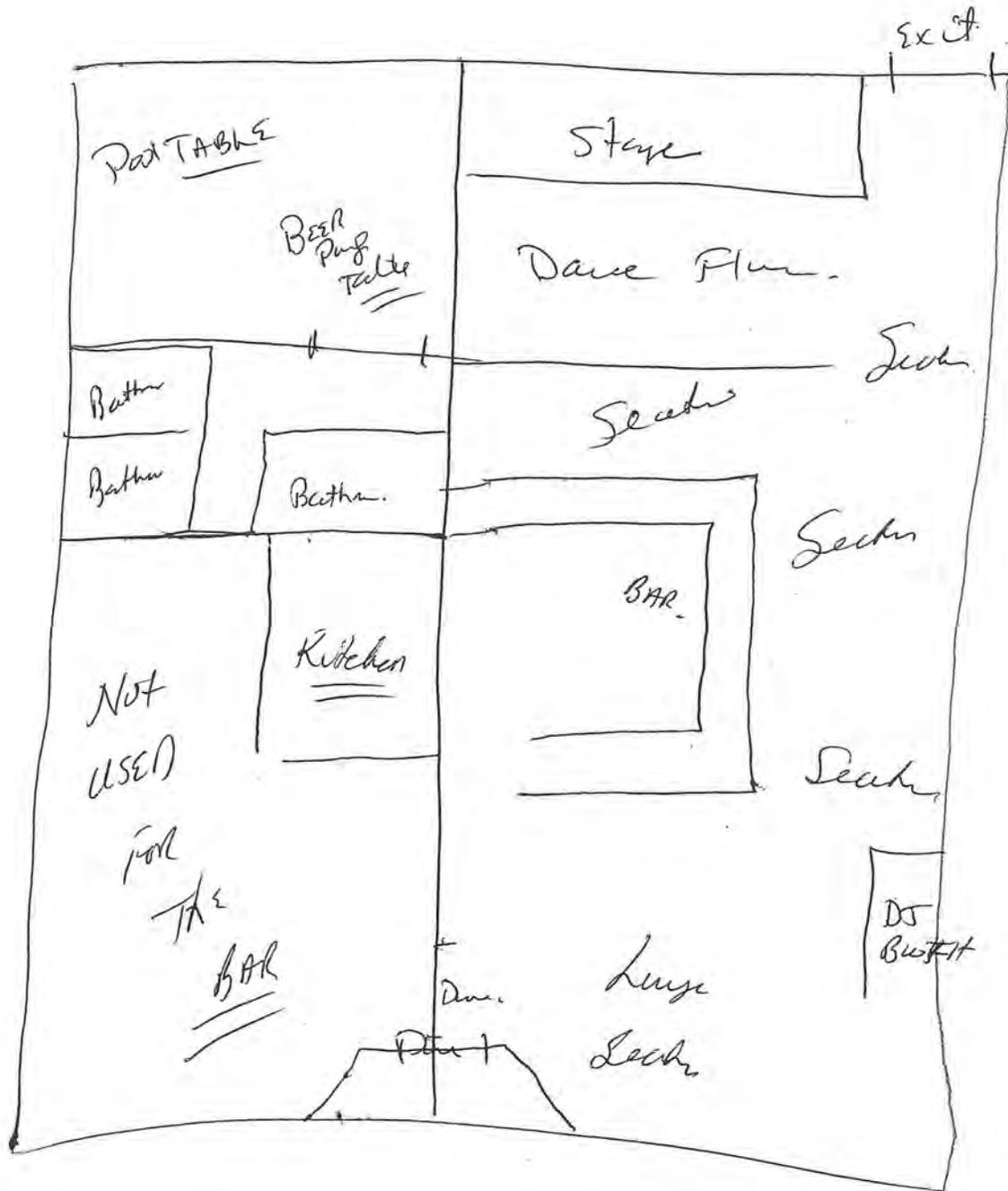
Location: _____ Disposition: _____

Dated at: _____ City/Town _____ On: _____ Date _____

Stephen A Wallace _____ Date: 9/1/2012

Signature of Duly Authorized Officer
Stephen A Wallace
 Print Name of Duly Authorized Officer

PREMISE DIAGRAM



**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 9-4-12 Expiration Date: _____ License fee: \$116.00

- Class A - restaurants with entertainment, which does not have dancing
- Class B - lounges/bars with entertainment, which does not have dancing
- Class C - either restaurants or lounges/bars with entertainment, including dancing
- Class D - function halls with entertainment, including dancing
- Class E - dance hall or nightclub that admits persons under the age of 21
- Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Altera Business Phone: 207-440-0007

Location Address: 347 Lisbon St.

(If new business, what was formerly in this location: VIBES)

Mailing Address: 347 Lisbon St. Lewiston ME 04240

Contact Person: Stephen A WALLACE Home Phone: 207-440-0007

Owner of Business: STEPHEN A WALLACE Date of Birth: 5/4/1962

Address of Owner: 14 INGLIS DR. SABATTUS ME 04280

Manager of Establishment: Stephen A WALLACE Date of Birth: 5-4-62

Owner of Premises (landlord): MOE BEAUBOIS 576-6892

Address of Premises Owner: 17 McKinley Dr. Lewiston ME 04240

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): ALTERA, 16 Park St. Lewiston
Simple South Cafe 855 Lisbon St. Lewiston ME

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: _____

Corporation Mailing Address: _____

Contact Person: _____ Phone: _____

Do you permit dancing on premises? Yes ___ No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? ___ Yes ___ No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? upstairs

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- other, please list _____

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: Stephen A Wallace Title: President Date: 9/7/2012

Printed Name: Stephen A Wallace

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

Sent to Police & Fire: _____

Hearing Date: _____ Approved by Council: _____ Vote No: _____

CITY OF LEWISTON, MAINE
Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

1. Exact corporate name: ALTERA
2. Date of incorporation: Dec 2011
3. State in which you are incorporated: Maine
4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: _____
5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

NAME	ADDRESS . PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
<u>Stephen A Wallace</u>	<u>① 14 Jagers Dr. Salathus ME 04280</u>	<u>5/4/62</u>	<u>100%</u>	<u>President</u>
	<u>② 747 Lisbon St. Lewiston ME 04240</u>			
	<u>③ 42 Pine Ridge Rd. Salathus ME 04280</u>			
	<u>④ 129 Oak St. Apt 2 Lewiston ME 04240</u>			

6. What is the amount of authorized stock? 100 Outstanding stock? _____
7. Is any principal officer of the corporation a law enforcement official?
NO

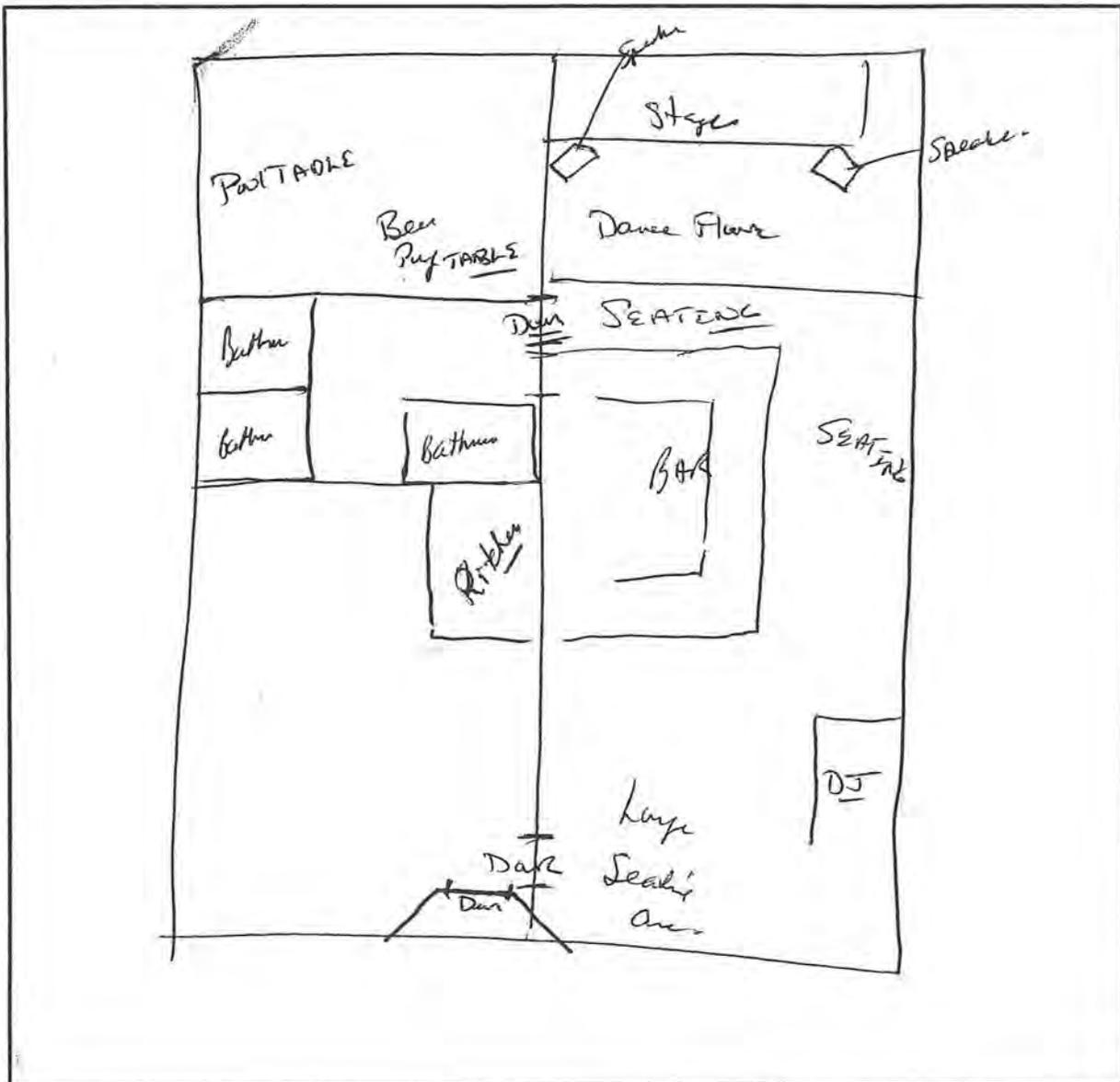
Dated at Lewiston on 9/14/2012
City or Town Date

[Signature]
SIGNATURE OF DULY AUTHORIZED OFFICER

**SPECIAL AMUSEMENT PERMIT
SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM**

In an effort to clearly define your licensed premise and areas that the entertainment is allowed, the City of Lewiston is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram showing where in the facility the entertainment will be, the direction of any speakers and where the dance floor, if any will be located.





POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: September 12, 2012

RE: Liquor License/Special Amusement Permit – **Altera**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Altera
347 Lisbon St.



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

CITY OF LEWISTON
PUBLIC NOTICE

A hearing on the following liquor license applications will be held by the Lewiston City Council in the Council Chambers, City Hall on ***Tuesday, September 18, 2012, at 7:00 p.m.***, or as soon thereafter as they may be heard. Any interested person may appear and will be given the opportunity to be heard before final action on said applications.

Antigoni's Pizza

757 Main Street

Antigoni Papagjika & Kastriot Xhollo, owners

Altera

347 Lisbon Street

Stephen Wallace, owner

The City of Lewiston is an EOE. For more information, please visit our website @ www.lewistonmaine.gov and click on the Non-Discrimination Policy.

Kathleen Montejo, MMC
City Clerk
Lewiston, Maine

PUBLISH ON: September 12, 13 & 14, 2012

Please bill the City Clerk's Dept. account. Thank you.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Public Hearing on a new application for a Special Amusement Permit for Live Entertainment for Skye, 855 Lisbon Street.

INFORMATION:

We have received a new application for a Special Amusement Permit for Live Entertainment from Skye, 855 Lisbon Street.

The Police Department has reviewed and approved the application.

There was no reference to the business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
---	---	---	---	---	---	---	---

To grant a Special Amusement Permit for Live Entertainment to Skye, 855 Lisbon Street.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 8/29/12 Expiration Date: _____ License fee: \$116.00

- Class A - restaurants with entertainment, which does not have dancing
- Class B - lounges/bars with entertainment, which does not have dancing
- Class C - either restaurants or lounges/bars with entertainment, including dancing
- Class D - function halls with entertainment, including dancing
- Class E - dance hall or nightclub that admits persons under the age of 21
- Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Club ER Skye Business Phone: 888-352-641

Location Address: 855 Lisbon St

(If new business, what was formerly in this location: Unknown)

Mailing Address: 18 Jaws Blvd Lewiston, ME 04240

Contact Person: Greg Young Home Phone: (207) 949-0566

Owners of Business: Greg Young and Dan DeBeno Date of Birth: 11/19/83 and 3/31/83

Address of Owner: 18 Jaws Blvd Lewiston, ME 04240

Manager of Establishment: Greg Young and Dan DeBeno Date of Birth: 11/19/83 and 3/31/83

Owner of Premises (landlord): Nobs'l LLC

Address of Premises Owner: P.O. Box 1534 Waterville, ME 04903

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): _____

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: Skyy Maine LLC

Corporation Mailing Address: 18 Jans Blvd Lewiston ME 04240

Contact Person: Greg Young Phone: 207 949-0566

Do you permit dancing on premises? Yes ___ No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? ___ Yes No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? Estimated 500 ft

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- other, please list _____

If new applicant, what is your opening date?: November 1, 2012

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: [Signature] Title: Member Date: 8/29/12

Printed Name: Gregory Young

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

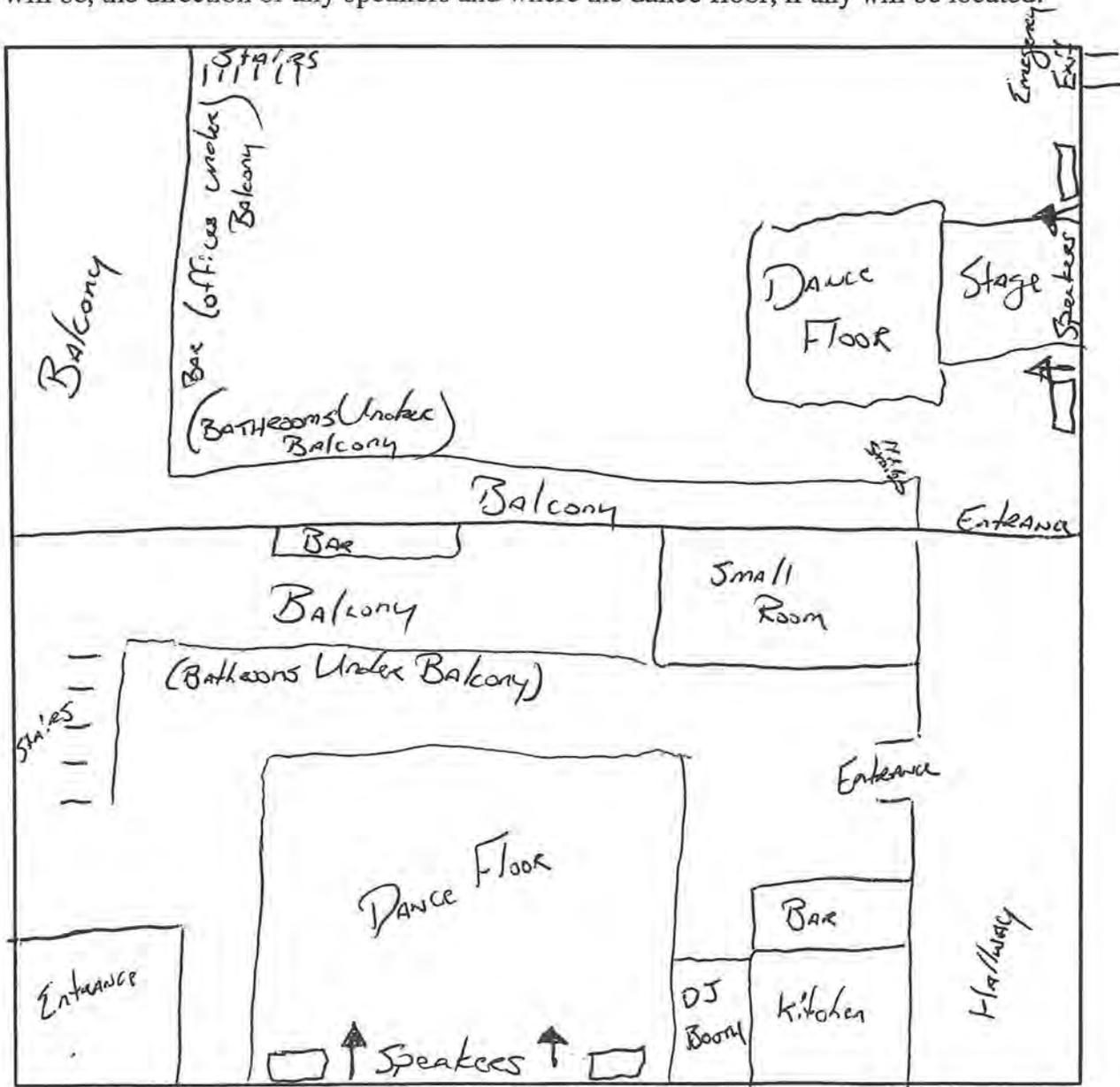
Sent to Police & Fire: _____

Hearing Date: _____ Approved by Council: _____ Vote No: _____

**SPECIAL AMUSEMENT PERMIT
SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM**

In an effort to clearly define your licensed premise and areas that the entertainment is allowed, the City of Lewiston is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram showing where in the facility the entertainment will be, the direction of any speakers and where the dance floor, if any will be located.



CITY OF LEWISTON, MAINE
Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

1. Exact corporate name: Skye Maine LLC

2. Date of incorporation: 8/28/12

3. State in which you are incorporated: Maine

4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: _____

5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

NAME	ADDRESS PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
<u>Gregory Young</u> " "	^{CVR} <u>18 Jaws Blvd Lewiston</u> <u>21 Summer St. Apt 1 Lewiston</u>	<u>11/19/83</u>	<u>50%</u>	<u>Member</u>
<u>Dan DeBruin</u> " "	^{CVR} <u>53 Serenity Cove Lane Poland</u> <u>11A Merrill Road Falmouth</u> <u>19 Christine Lane Hollis Center</u>	<u>3/31/80</u>	<u>50%</u>	<u>Member</u>

6. What is the amount of authorized stock? _____ Outstanding stock? _____

7. Is any principal officer of the corporation a law enforcement official?

No

Dated at _____ on _____
City or Town Date

SIGNATURE OF DULY AUTHORIZED OFFICER



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk
FR: Lt. Adam D. Higgins, Support Services
DT: September 12, 2012
RE: Special Amusement Permit – Skye

We have reviewed Special Amusement Permit Application and have no objections to the following establishment;

**Skye
855 Lisbon St.**



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism Integrity Compassion Dedication Pride Dependability

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, 1465 Lisbon Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Fast Breaks, 1465 Lisbon Street.

The Police Department has reviewed and approved the application.

There was no reference to this business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Fast Breaks, 1465 Lisbon Street.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 8/27/2012 Expiration Date: 9/15/2012 License fee: \$116.00

- Class A - restaurants with entertainment, which does not have dancing
 Class B - lounges/bars with entertainment, which does not have dancing
 Class C - either restaurants or lounges/bars with entertainment, including dancing
 Class D - function halls with entertainment, including dancing
 Class E - dance hall or nightclub that admits persons under the age of 21
 Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Fast Breaks Inc Business Phone: 782-3305

Location Address: 1465 Lisbon Street, Lewiston 04240

(If new business, what was formerly in this location: _____)

Mailing Address: Same

Contact Person: Lela Richard Home Phone: 353-5058

Owner of Business: Lela and James Richard Date of Birth: 11/14/63 + 8/2/62

Address of Owner: 9 Sunset Avenue, Lisbon Falls 04252

Manager of Establishment: Lela Richard Date of Birth: 11/14/63

Owner of Premises (landlord): Westminster Associates

Address of Premises Owner: 155 Center Street Auburn 04210

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): Fast Breaks Inc, 1465 Lisbon Street Lewiston 04240

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: Fast Breaks Inc

Corporation Mailing Address: 1465 Lisbon Street, Lewiston 04240

Contact Person: Lela Richard Phone: 782-3305

Do you permit dancing on premises? ___ Yes X No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? ___ Yes X No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1/4 mile

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- other, please list _____

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: [Handwritten Signature] Title: Owner Date: 9-13-12
 Printed Name: Lela Richard

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

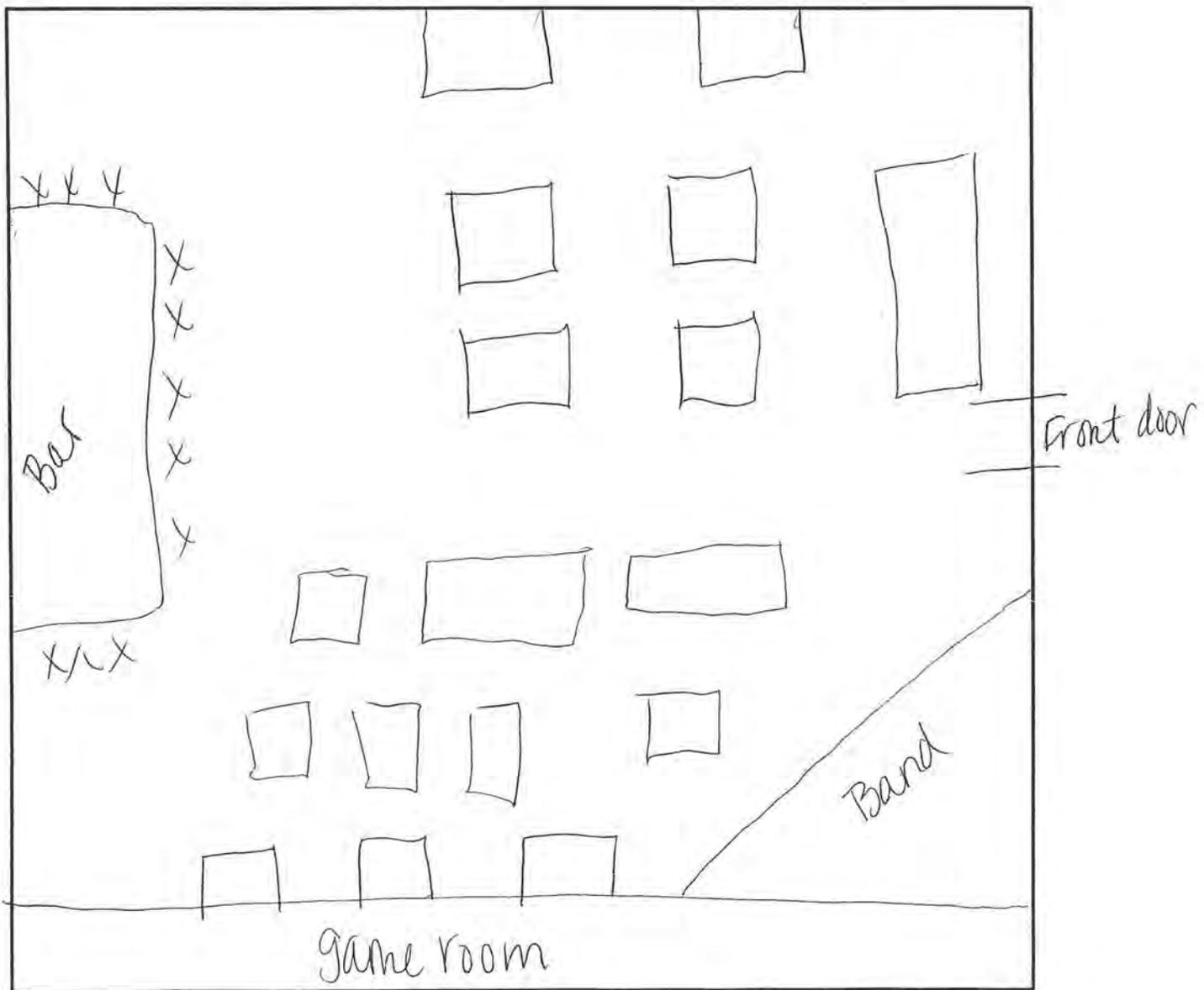
Sent to Police & Fire: _____

Hearing Date: _____ Approved by Council: _____ Vote No: _____

**SPECIAL AMUSEMENT PERMIT
SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM**

In an effort to clearly define your licensed premise and areas that the entertainment is allowed, the City of Lewiston is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram showing where in the facility the entertainment will be, the direction of any speakers and where the dance floor, if any will be located.



CITY OF LEWISTON, MAINE
Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

1. Exact corporate name: Fast Breaks, Inc.
2. Date of incorporation: 8/18/2005
3. State in which you are incorporated: Maine
4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: _____
5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

NAME	ADDRESS. PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
Lela Richard	9 Sunset Ave	11/14/63	51	Vice President
James Richard	9 Sunset Ave	8/2/62	49	President

6. What is the amount of authorized stock? _____ Outstanding stock? _____
7. Is any principal officer of the corporation a law enforcement official?
no

Dated at _____ on _____
City or Town Date


SIGNATURE OF DULY AUTHORIZED OFFICER



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: August 10, 2012

RE: Liquor License/Special Amusement Permit – **Fastbreaks**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Fastbreaks
1465 Lisbon Street



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Public Hearing and Final Passage for amendments to the Solid Waste Ordinance regarding the new ePass system.

INFORMATION:

The City needs to update the Solid Waste Ordinance to reflect the recent upgrade to the punch pass/ePass system regarding customer disposal of bulky items. The previous system was a paper based punch pass system and it has been converted to an ePass card that is processed electronically. Customers will no longer need to keep track of their paper punch pass to bring items to the Solid Waste facility.

The ordinance changes are suggested by the Director of Public Works and the Solid Waste Superintendent. Passage is recommended.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendment to the City Code of Ordinances, Chapter 62 "Solid Waste", Section 62-11 "Definitions" and Section 62-24 "ePass program", receive final passage by a roll call vote.

AN ORDINANCE PERTAINING TO SOLID WASTE

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 62 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 62

SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 62-11. Definitions.

The following words and terms as used in sections 62-12 through 62-23 of this article will have the meanings ascribed thereto, unless the context otherwise indicates:

~~Punch-pass~~ ePass: A voucher, distributed by the city annually, for the purpose of disposing of specific types of solid waste at the facility. The punch pass is nontransferable and is invalid if used by anyone other than the recipient.

Sec. 62-24. ~~Punch-pass~~ ePass program.

The city issues a ~~punch-pass~~ ePass through the treasurer's office and the Scale House at the Solid Waste Facility for a fee, as described in the solid waste fee schedule (section 62-14). ~~Punch-passes will be sold to~~ ePasses are sold at these locations, only, and can not be obtained at any other location. ePasses will be sold to:

- (1) Owners of residential properties, as defined in section 62-11 of this chapter. Limit, two ~~punch-passes~~ ePasses, per property owner, per year.
- (2) Owners of multi-unit apartment buildings, as defined, who ~~currently receive~~ are eligible and have paid for trash collection services provided by the city will be eligible to ~~purchase punch-passes~~ receive ePasses based on the following--One ePass per three dwelling units (i.e. a five unit building would be eligible for two ~~punch-passes~~ ePasses), per year. The ePass will only be valid for the fiscal year in which it was issued. The City's fiscal year is from July 1 through June 30.
- (3) Tenants of Multiple unit apartment buildings are not eligible to purchase ePasses or utilize this service

The ~~punch-pass~~ ePass is good for one year from the day of issue. If a second ePass is purchased by the owner of a residential property, as defined, it will expire on the expiration date listed on the first pass.

The ~~punch-pass~~ ePass will allow the holder to dispose of waste material at the facility at no charge. Types and quantities of materials, which can be disposed at no charge for each ~~punch-pass~~ ePass shall be:

- (1) Six items of bulky waste (includes one universal waste item and one Freon containing appliance);

- (2) Three tons (6,000 pounds) of solid waste (may include construction and demolition debris); and
- (3) Two tires (16 inches or less) without rims.

The ~~punch pass~~ ePass will allow Lewiston residents free disposal of items listed ~~on the pass above~~ at the facility. The city will not be responsible for hauling these waste ~~items, material described on the punch pass.~~ Waste hauling is the responsibility of the ~~punch pass~~ ePass holder. Only items listed in sec. 62-24 ~~on the punch pass~~ will be accepted at no charge. The ~~punch pass~~ ePass holder will present the pass (their driver's license) at the time he/she enters the facility in order to receive this service and the ~~pass will be marked for the items to be disposed of~~ will be recorded on the city's computer system at that time. Once the item is ~~marked or punched on the punch pass~~ recorded, that item will be excluded from further disposal at no charge. Expired ~~punch passes~~ ePasses will not be accepted at the solid waste facility.

The ePass service is not transferrable. Individuals eligible to receive this service include:

The purchaser of the ePass.

A member of the purchaser's household (as determined by reviewing the address on the driver's license of the individual wishing to use this service) is eligible to use the service described in Sec. 62-24 – ePass Program

Individuals wishing to use this service will be asked to present their driver's license to the Scale House attendant when entering the solid waste facility, to determine their eligibility to receive this service. Failure to present a driver's license or meet the eligibility requirements listed in this ordinance may disqualify the individual from receiving the services listed in this ordinance.

~~The recipient of the punch pass will be responsible for the pass. Replacement of lost punch passes will be reviewed by the city on a case by case basis. Replacement will be at the city's discretion.~~

Note: Additions are underlined; deletions are ~~struck out~~.



Department of Public Works
Deputy Director for Highway and Open Spaces
Megan Bates



DATE: August 22, 2012
TO: Kathy Montejo, City Clerk
FROM: Megan Bates, Deputy Director for Highway and Open Spaces
SUBJECT: Request for Changes to Ordinance Section 62-24

The City needs to update Ordinance Section 62-24 to reflect changes needed to reflect the new e-pass (electronic pass) software recently installed at the Solid Waste Facility.

This section of the City's Ordinance described the previous punch pass system. This system had a paper punch pass customers would purchase at City Hall. The new, more convenient system enables customers to purchase an e-pass at both City Hall and the Solid Waste Facility. The amount of material purchased on the previous paper punch pass is now electronically recorded on the city's computer system. The customer's driver's license is used to track use of the pass. Customers will no longer need to keep track of a paper pass.

The Department recommends Council approval for the attached changes to the Ordinance drafted by the Department.

We will update the City website to reflect once the Council approves.

Thank you for your time and attention to this matter.

Cc: Ed Barrett, City Administrator
Phil Nadeau, Asst. City Administrator
Dave Jones, Public Works Director
Timothy Earl, MIS Director
Rob Stalford, Solid Waste Facility Superintendent

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

Public Hearing on an application from Grimmel's Industries, 50 River Road, for an Automobile Graveyard/Junkyard permit.

INFORMATION:

Grimmel's Industries, 50 River Road is requesting renewal of their Automobile Graveyard/Junkyard permit.

The Police Department, Code Enforcement Division and Fire Department have approved the renewal application.

The yard has been inspected and meets all local and state requirements.

Approval is recommended.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB / kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant an Automobile Graveyard/Junkyard permit to Grimmel's Industries, 50 River Road, subject to the following conditions:

1. The hours of operation shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Saturday.
2. Maintain screening from the Maine Turnpike.

**CITY OF LEWISTON
RENEWAL APPLICATION
FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT**

DATE OF APPLICATION: 8-24-2012

PUBLICATION FEE: \$25.00 LICENSE FEE: \$50.00

LICENSE EXPIRES: September 30, 2013

PUBLIC HEARING DATE: SEPTEMBER 18, 2012

NAME OF BUSINESS Grimmel Industries

BUSINESS ADDRESS 50 River Rd.

CITY/STATE Lewiston, Me.

BUSINESS TELEPHONE 784-6754

NAME OF OWNER(S) Gary + Betty Grimmel

CONTACT PERSON/GENERAL MANAGER Tim Garrity

HOME ADDRESS 14 Buttonwood Lane

CITY/STATE Lewiston, Me.

HOME TELEPHONE 784-6369

CITY & STATE REGULATIONS

(In accordance with Title 30 A, M.R.S.A., Sections 3751 to 3760, and Chapter 22 of the Code or Ordinances of the City of Lewiston)

Location of Automobile Graveyard/Junkyard 50 River Rd.

(Street address)

How is yard "screened" - Fence? (Type) Cyclon Height? 8'/11' on Turnpike side

Trees? (Type) Pine Embankment? _____

Gully? _____ Hill? _____ Other? _____

How far is edge of "yard" from center of highway? _____

Can junk be seen from any part of highway? Yes _____ No _____

Was junkyard law, requirements and fees explained to you?

Yes X No _____

When was last permit issued? 2012

To whom? Same

How does applicant intend to dispose of tires, fuel tanks, batteries, engine lubricant, transmission fluid, brake fluid and engine coolant:

We Recycle Batteries + Tires and cut in half fuel tanks. We Do Not Any fluids or Transmission Fluids

The undersigned certifies that all of the requirements listed below will be complied with:

1. A visual screen at least six (6) feet in height shall be maintained around all sides of the area where vehicles and junk will be located.
2. All screening & location requirements of Title 30 A, M.R.S.A., Section 3755 have been satisfied.
3. Upon receiving a motor vehicle, the fuel tank, battery shall be removed and the fuel, engine lubricant, transmission fluid, brake fluid and engine coolant shall be drained into watertight, covered containers and shall be recycled or disposed of according to all applicable Federal and State laws, rules and regulations regarding disposal of waste oil and hazardous materials.
4. All federal and state hazardous waste laws and regulations will be satisfied.
5. All required state and/or federal permits will be obtained.
6. No noise, vibration, glare, fumes or odor shall be emitted which is detectable to the normal senses from any abutting property.

SIGNED BY Cory A. P. Dell

FOR Grimmel Industries

(Name of Company, corporation, partnership or individual)



CITY OF LEWISTON

Planning & Code Enforcement



TO: City Clerks
FROM: David Hediger, City Planner
SUBJECT: Automobile Graveyard/Junkyard Permits
DATE: August 29, 2012

Planning and Code Enforcement staff has inspected the following property for renewal of their license with the following recommendations:

Grimmel's Industry – 50 River Road: This facility is in substantial compliance with the City's requirements and it is recommended the license is granted.



POLICE DEPARTMENT

Michael Bussiere
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk
FROM: Lt. Adam D. Higgins, Lewiston PD
REF: Automobile Graveyard/Junkyard Permits (Renewals)
DATED: September 12, 2012

We have researched our records, and have no objections to the issuance of an automobile graveyard/junkyard permit to the following:

Grimmel's Industry, 50 River Road

Lewiston Fire Department



Paul M. LeClair
Fire Chief

Bruce McKay
Assistant Chief



August 24, 2012

Kelly Mercier
Deputy City Clerk
City Clerk's Office
27 Pine Street
Lewiston ME 04240

RE: 50 River Road, Grimmel's Auto Grave Yard / Junkyard 2012 Permit

Dear Kelly:

I have no issues or concerns regarding **Grimmel's Auto Graveyard / Junkyard** located at **50 River Rd.** at this time that prohibits the issuance of their city permit.

Respectfully,

A handwritten signature in black ink, appearing to read "Paul Ouellette".

Paul Ouellette
Fire Inspector / Certified Fire Investigator
Lewiston Fire Prevention Bureau

Paul / General Files/ Letters / 2012 Letters / Grimmel's Junkyard - Graveyard 2012 Letter / Msw

PUBLIC NOTICE
CITY OF LEWISTON

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on *Tuesday, September 18, 2012*, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

KTI Bio Fuels, L.P., 38 Alfred A. Plourde Parkway

City of Lewiston, Public Works Dept., 424-482 River Road

Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC
City Clerk
Lewiston, Maine

The City of Lewiston is an EOE. For more information, please visit our website @ www.lewistonmaine.gov and click on the Non-Discrimination Policy.

PUBLISH ON: Wednesday, September 12, 2012

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 14

SUBJECT:

Public Hearing on an application from the Lewiston Public Works Department, 424-482 River Road, for an Automobile Graveyard/Junkyard permit.

INFORMATION:

Lewiston Public Works Department, 424-482 River Road, is requesting renewal of their Automobile Graveyard/Junkyard permit.

The Police Department, Code Enforcement Division and Fire Department have approved the renewal application.

The yard has been inspected and meets all local and state requirements.

Approval is recommended.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant an Automobile Graveyard/Junkyard permit to the Lewiston Public Works Department, 424-482 River Road.

**CITY OF LEWISTON
RENEWAL APPLICATION
FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT**

DATE OF APPLICATION: 9-13-2012

PUBLICATION FEE: \$25.00 LICENSE FEE: \$50.00

LICENSE EXPIRES: September 30, 2013

PUBLIC HEARING DATE: SEPTEMBER 18, 2012

NAME OF BUSINESS City of Lewiston, Public Works

BUSINESS ADDRESS 424-482 River Rd.

CITY/STATE Lewiston, Maine

BUSINESS TELEPHONE (207) 513-3003

NAME OF OWNER(S) David A. Jones, P.E. Director, Public Works

CONTACT PERSON/GENERAL MANAGER Robert Stafford
Solid Waste Superintendent

HOME ADDRESS 103 Adams Av.

CITY/STATE Lewiston, ME.

HOME TELEPHONE (207) 513-3003

CITY & STATE REGULATIONS

(In accordance with Title 30 A, M.R.S.A., Sections 3751 to 3760, and Chapter 22 of the Code or Ordinances of the City of Lewiston)

Location of Automobile Graveyard/Junkyard City of Lewiston
Solid Waste Facility
424-482 River Rd, Lewiston, Maine

(Street address)

How is yard "screened" - Fence? (Type) Chain link w/ slats Height? 10'

Trees? (Type) White Pine / Spruce Embankment? 8' Berm

Gully? _____ Hill? _____ Other? Building

How far is edge of "yard" from center of highway? 480 LF

Can junk be seen from any part of highway? Yes _____ No X

Was junkyard law, requirements and fees explained to you?

Yes K No _____

When was last permit issued? _____

To whom? September 30, 2011

How does applicant intend to dispose of tires, fuel tanks, batteries, engine lubricant, transmission fluid, brake fluid and engine coolant:

 Tires - Recycled

 Batteries - Recycled

 Waste Oil - Recycled

 Other Items - not accepted

The undersigned certifies that all of the requirements listed below will be complied with:

1. A visual screen at least six (6) feet in height shall be maintained around all sides of the area where vehicles and junk will be located.
2. All screening & location requirements of Title 30 A, M.R.S.A., Section 3755 have been satisfied.
3. Upon receiving a motor vehicle, the fuel tank, battery shall be removed and the fuel, engine lubricant, transmission fluid, brake fluid and engine coolant shall be drained into watertight, covered containers and shall be recycled or disposed of according to all applicable Federal and State laws, rules and regulations regarding disposal of waste oil and hazardous materials.
4. All federal and state hazardous waste laws and regulations will be satisfied.
5. All required state and/or federal permits will be obtained.
6. No noise, vibration, glare, fumes or odor shall be emitted which is detectable to the normal senses from any abutting property.

SIGNED BY D.M. Jones for David A. Jones

FOR City of Lewiston, Dept. of Public Works

(Name of Company, corporation, partnership or individual)



CITY OF LEWISTON

Planning & Code Enforcement



TO: City Clerks
FROM: David Hediger, City Planner
SUBJECT: Automobile Graveyard/Junkyard Permits
DATE: August 29, 2012

Planning and Code Enforcement staff has inspected the following property for renewal of their license with the following recommendations:

Public Works Department-424-482 River Road: This facility is in substantial compliance with the City's requirements and it is recommended the license is granted.



POLICE DEPARTMENT

Michael Bussiere
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk
FROM: Lt. Adam D. Higgins, Lewiston PD
REF: Automobile Graveyard/Junkyard Permits (Renewals)
DATED: September 12, 2012

We have researched our records, and have no objections to the issuance of an automobile graveyard/junkyard permit to the following:

Public Works Department, 424-482 River Road

Lewiston Fire Department



Paul M. LeClair
Fire Chief

Bruce McKay
Assistant Chief



August 24, 2012

Kelly Mercier
Deputy City Clerk
City Clerk's Office
27 Pine St.
Lewiston, ME 04240

RE: Lewiston Public Works Dept. Auto Graveyard / Junkyard 2012 Permit

Dear Kelly,

I have no issues or concerns regarding **Lewiston Public Works Dept. Auto Graveyard / Junkyard** located at **424-482 River Road** at this time that prohibits the issuance of their city permit.

Respectfully,

A handwritten signature in black ink, appearing to read "Paul Ouellette".

Paul Ouellette
Fire Inspector / Certified Fire Investigator
Lewiston Fire Prevention Bureau

Paul / General Files / 2012 Letters / Lewiston Public Works Dept. Auto Graveyard / Junkyard 2012 Letter / Msw

PUBLIC NOTICE
CITY OF LEWISTON

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on ***Tuesday, September 18, 2012***, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

KTI Bio Fuels, L.P., 38 Alfred A. Plourde Parkway

City of Lewiston, Public Works Dept., 424-482 River Road

Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC
City Clerk
Lewiston, Maine

The City of Lewiston is an EOE. For more information, please visit our website @ www.lewistonmaine.gov and click on the Non-Discrimination Policy.

PUBLISH ON: *Wednesday, September 12, 2012*

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 15

SUBJECT:

Public Hearing on an application from Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street, for an Automobile Graveyard/Junkyard permit.

INFORMATION:

Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street are requesting renewal of their Automobile Graveyard/Junkyard permit.

The Police Department, Code Enforcement Division and Fire Department have approved the renewal application.

The yard has been inspected and meets all local and state requirements.

Approval is recommended.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant an Automobile Graveyard/Junkyard permit to Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street.

**CITY OF LEWISTON
RENEWAL APPLICATION
FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT**

DATE OF APPLICATION: 8/30/2012

PUBLICATION FEE: \$25.00 LICENSE FEE: \$50.00

LICENSE EXPIRES: September 30, 2013

PUBLIC HEARING DATE: SEPTEMBER 18, 2012

NAME OF BUSINESS Gary St. Laurent/Maine Heavy Equipment Rental Inc

BUSINESS ADDRESS 1445 Sabattus St.

CITY/STATE Lewiston, ME 04240

BUSINESS TELEPHONE 207-784-7944

NAME OF OWNER(S) Gary R. St. Laurent

CONTACT PERSON/GENERAL MANAGER Gary R. St. Laurent

HOME ADDRESS 160 Pinelwoods Rd

CITY/STATE Lewiston ME 04240

HOME TELEPHONE 207 784-7944

CITY & STATE REGULATIONS

(In accordance with Title 30 A, M.R.S.A., Sections 3751 to 3760, and Chapter 22 of the Code or Ordinances of the City of Lewiston)

Location of Automobile Graveyard/Junkyard 1445 Sabattus St.

Lewiston ME

(Street address)

How is yard "screened" - Fence? (Type) _____ Height? _____

Trees? (Type) Pine Embankment? _____

Gully? _____ Hill? _____ Other? _____

How far is edge of "yard" from center of highway? 600 yards

Can junk be seen from any part of highway? Yes _____ No

Was junkyard law, requirements and fees explained to you?

Yes ✓ No _____

When was last permit issued? 2011

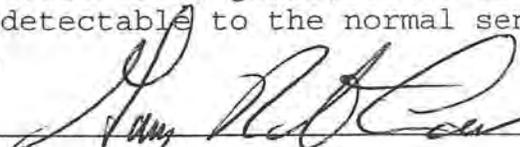
To whom? Gary R. St. Laurent

How does applicant intend to dispose of tires, fuel tanks, batteries, engine lubricant, transmission fluid, brake fluid and engine coolant:

Tires & batteries are sold and disposed of at a redemption yard. All fluids are not allowed on the premises - including fuel tanks.

The undersigned certifies that all of the requirements listed below will be complied with:

1. A visual screen at least six (6) feet in height shall be maintained around all sides of the area where vehicles and junk will be located.
2. All screening & location requirements of Title 30 A, M.R.S.A., Section 3755 have been satisfied.
3. Upon receiving a motor vehicle, the fuel tank, battery shall be removed and the fuel, engine lubricant, transmission fluid, brake fluid and engine coolant shall be drained into watertight, covered containers and shall be recycled or disposed of according to all applicable Federal and State laws, rules and regulations regarding disposal of waste oil and hazardous materials.
4. All federal and state hazardous waste laws and regulations will be satisfied.
5. All required state and/or federal permits will be obtained.
6. No noise, vibration, glare, fumes or odor shall be emitted which is detectable to the normal senses from any abutting property.

SIGNED BY 

FOR Gary R. St Laurent / Maine Heavy Equipment Rental Inc.
(Name of Company, corporation, partnership or individual)



CITY OF LEWISTON

Planning & Code Enforcement



TO: City Clerks
FROM: David Hediger, City Planner
SUBJECT: Automobile Graveyard/Junkyard Permits
DATE: August 29, 2012

Planning and Code Enforcement staff has inspected the following property for renewal of their license with the following recommendations:

Gary St. Laurent/Maine Heavy Equipment-1445 Sabattus Street: This facility is in substantial compliance with the City's requirements and it is recommended the license is granted.



POLICE DEPARTMENT

Michael Bussiere
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk
FROM: Lt. Adam D. Higgins, Lewiston PD
REF: Automobile Graveyard/Junkyard Permits (Renewals)
DATED: September 12, 2012

We have researched our records, and have no objections to the issuance of an automobile graveyard/junkyard permit to the following:

Gary St. Laurent/ Maine Heavy Equipment, 1445 Sabattus Street

Lewiston Fire Department



Paul M. LeClair
Fire Chief

Bruce McKay
Assistant Chief



August 24, 2012

Kelly Mercier
Deputy City Clerk
City Clerk's Office
27 Pine St.
Lewiston, ME 04240

RE: Gary St. Laurent / Heavy Equipment – Auto Graveyard/ Junkyard 2012 Permit

Dear Kelly,

I have no issues or concerns regarding **Gary St. Laurent / Heavy Equipment Auto Graveyard / Junkyard** located at **1445 Sabattus St.** at this time that prohibits the issuance of their city permit.

Respectfully,

A handwritten signature in black ink that reads "Paul Ouellette".

Paul Ouellette
Fire Inspector / Certified Fire Investigator
Lewiston Fire Prevention Bureau

Paul / General Files / 2012 Letters / Gary St. Laurent / Heavy Equipment Auto Graveyard / Junkyard 2012 Letter / Msw

PUBLIC NOTICE
CITY OF LEWISTON

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on ***Tuesday, September 18, 2012***, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

KTI Bio Fuels, L.P., 38 Alfred A. Plourde Parkway

City of Lewiston, Public Works Dept., 424-482 River Road

Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC
City Clerk
Lewiston, Maine

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PUBLISH ON: Wednesday, September 12, 2012

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 16

SUBJECT:

Public Hearing on an application from Dana's Garage, 193 Crowley Road, for an Automobile Graveyard/Junkyard permit.

INFORMATION:

Dana's Garage, 193 Crowley Road, is requesting renewal of their Automobile Graveyard/Junkyard permit.

The Police Department, Code Enforcement Division and Fire Department have approved the application.

The yard has been inspected and meets all local and state requirements.

Approval is recommended.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant an Automobile Graveyard/Junkyard permit to Dana's Garage, 193 Crowley Road, subject to the condition that no more than 1,000 tires may be stored on the property.

**CITY OF LEWISTON
RENEWAL APPLICATION
FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT**

DATE OF APPLICATION: 9-11-2012

PUBLICATION FEE: \$25.00 LICENSE FEE: \$50.00

LICENSE EXPIRES: September 30, 2013

PUBLIC HEARING DATE: SEPTEMBER 18, 2012

NAME OF BUSINESS DANA'S GARAGE & USED PARTS

BUSINESS ADDRESS 193 CROWLEY ROAD

CITY/STATE LEWISTON, ME 04240

BUSINESS TELEPHONE 207-7820777

NAME OF OWNER(S) NORMAN JALBERT

CONTACT PERSON/GENERAL MANAGER NORMAN JALBERT

HOME ADDRESS 199 CROWLEY ROAD

CITY/STATE LEWISTON, ME 04240

HOME TELEPHONE 207-7821143

CITY & STATE REGULATIONS

(In accordance with Title 30 A, M.R.S.A., Sections 3751 to 3760, and Chapter 22 of the Code or Ordinances of the City of Lewiston)

Location of Automobile Graveyard/Junkyard 193 CROWLEY ROAD

LEWISTON, ME 04240

(Street address)

How is yard "screened" - Fence? (Type) TREES Height? _____

Trees? (Type) SOFT, HARDWOOD Embankment? _____

Gully? _____ Hill? Other? _____

How far is edge of "yard" from center of highway? 500 YARDS

Can junk be seen from any part of highway? Yes _____ No

Was junkyard law, requirements and fees explained to you?

Yes ✓ No _____

When was last permit issued? 2011

To whom? NORMAN JALBERT

How does applicant intend to dispose of tires, fuel tanks, batteries, engine lubricant, transmission fluid, brake fluid and engine coolant:

FUEL TANK, BATTERIES GRIMMELS INP ENGINE
COOLANT AND OTHER LUBRICANT, ENGINE OIL, TRANS FLUID
BRAKE CLEAN HARBOUR TIRE'S TO BPS WASTE DISPOSAL, INC

The undersigned certifies that all of the requirements listed below will be complied with:

1. A visual screen at least six (6) feet in height shall be maintained around all sides of the area where vehicles and junk will be located.
2. All screening & location requirements of Title 30 A, M.R.S.A., Section 3755 have been satisfied.
3. Upon receiving a motor vehicle, the fuel tank, battery shall be removed and the fuel, engine lubricant, transmission fluid, brake fluid and engine coolant shall be drained into watertight, covered containers and shall be recycled or disposed of according to all applicable Federal and State laws, rules and regulations regarding disposal of waste oil and hazardous materials.
4. All federal and state hazardous waste laws and regulations will be satisfied.
5. All required state and/or federal permits will be obtained.
6. No noise, vibration, glare, fumes or odor shall be emitted which is detectable to the normal senses from any abutting property.

SIGNED BY Norman Jalbert

FOR DANA'S GARAGE & USED PARTS
(Name of Company, corporation, partnership or individual)



CITY OF LEWISTON

Planning & Code Enforcement



TO: City Clerks
FROM: David Hediger, City Planner
SUBJECT: Automobile Graveyard/Junkyard Permits
DATE: August 29, 2012

Planning and Code Enforcement staff has inspected the following property for renewal of their license with the following recommendations:

Dana's Garage-193 Crowley Road: This facility is in substantial compliance with the City's requirements and it is recommended the license is granted.



POLICE DEPARTMENT

Michael Bussiere
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk
FROM: Lt. Adam D. Higgins, Lewiston PD
REF: Automobile Graveyard/Junkyard Permits (Renewals)
DATED: September 12, 2012

We have researched our records, and have no objections to the issuance of an automobile graveyard/junkyard permit to the following:

Dana's Garage, 193 Crowley Road

Lewiston Fire Department



Paul M. LeClair
Fire Chief

Bruce McKay
Assistant Chief



August 24, 2012

Kelly Mercier
Deputy City Clerk
City Clerk's Office
27 Pine Street
Lewiston ME 04240

RE: 193 Crowley Rd., Dana's Garage Auto Grave Yard 2012 Permit

Dear Kelly,

I have no issues or concerns regarding **Dana's Auto Grave Yard** located at **193 Crowley Rd.** at this time that prohibits the issuance of their city permit.

Respectfully,

A handwritten signature in black ink, appearing to read "Paul Ouellette".

Paul Ouellette
Fire Inspector / Certified Fire Investigator
Lewiston Fire Prevention Bureau

Paul / General Files / 2012 Letters / Dana's Garage Graveyard-Junkyard 2012 Letter / Msw

PUBLIC NOTICE
CITY OF LEWISTON

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on *Tuesday, September 18, 2012*, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

KTI Bio Fuels, L.P., 38 Alfred A. Plourde Parkway

City of Lewiston, Public Works Dept., 424-482 River Road

Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC
City Clerk
Lewiston, Maine

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PUBLISH ON: *Wednesday, September 12, 2012*

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 17

SUBJECT:

Public Hearing on an application from K.T.I. Bio Fuels, L.P., 38 Alfred A. Plourde Parkway for an Automobile Graveyard/Junkyard permit.

INFORMATION:

K.T.I. Bio Fuels, Inc., 38 Alfred A. Plourde Parkway is requesting renewal of their Automobile Graveyard/Junkyard permit.

The Police Department, Code Enforcement Division and Fire Department have approved the renewal application.

The yard has been inspected and meets all local and state requirements.

Approval is recommended.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant Automobile Graveyard/Junkyard permit to K.T.I. Bio Fuels, Inc., 38 Alfred A. Plourde Parkway, subject to the attached conditions.

K.T.I. Bio Fuels, Inc.:

1. Permit is granted for storage of construction and demolition debris (CDD), wood waste (includes demolition debris) and oversized bulky waste (OBW). CDD and OBW will consist of wood waste, sheetrock, insulation, metal, wire, aggregate products, dirt, sand, furniture, rugs, plastics, roofing materials, cardboard and any other large burnable household goods. Unacceptable materials are units containing CFC's, universal waste, municipal solid waste (MSW), hazardous materials, asbestos, and medical waste.
2. All wood waste and OBW which is to be placed in storage shall be piled no higher than 30'.
3. The width and length of the piles will be sized as indicated on the plan view of the back yard, but shall be no wider than 90' and no longer than 150'.
4. There shall be no more than nine (9) piles of wood waste and OBW at any time. OBW will not exceed two (2) piles.
5. Access rows or fire lanes shall be maintained between piles with a minimum distance of 30' between piles.
6. The main entrance roadway must be kept at a minimum of 24' of travel way at all times.
7. An additional second access road, or fire lane at least 20' in width, from the main road, (Alfred A. Plourde Parkway) to the storage area must be maintained.
8. All roads and fire lanes on the facility shall be of all weather surface adequately constructed to support the heaviest piece of fire apparatus likely to be operated on the fire lane or road.
9. All storage pile locations be properly identified by the placement of a pole at the corner of the pile. A mark shall be placed at a height of 30' on the pole.
10. The site be designated no smoking throughout except office areas and control room. A sign shall be placed at the entrance to the facility designating the facility as no smoking.
11. Training of employees for use of fire protection equipment and reporting of fires shall be conducted.
12. KTI shall conduct a self-inspection of their activities. The self-inspections shall be performed on a weekly report submitted to Fire Prevention for review.
13. Pine trees be planted along the site perimeter to provide a buffer and dead and/or missing trees shall be replaced promptly.
14. That the processing of pressure treated wood be done in full compliance with all EPA & DEP regulations.

**CITY OF LEWISTON
RENEWAL APPLICATION
FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT**

DATE OF APPLICATION: 7 SEP 12

PUBLICATION FEE: \$25.00 LICENSE FEE: \$50.00

LICENSE EXPIRES: September 30, 2013

PUBLIC HEARING DATE: SEPTEMBER 18, 2012

NAME OF BUSINESS KTI BIO FUELS, INC.

BUSINESS ADDRESS 38 ALFRED PLOURDE PARKWAY

CITY/STATE LEWISTON, ME 04240

BUSINESS TELEPHONE 207-783-2941

NAME OF OWNER(S) KTI BIO FUELS, INC.

CONTACT PERSON/GENERAL MANAGER DAN EMERSON

HOME ADDRESS 22 BOWDEN'S WAY

CITY/STATE WINDHAM, ME 04062

HOME TELEPHONE 207-894-5348

CITY & STATE REGULATIONS

(In accordance with Title 30 A, M.R.S.A., Sections 3751 to 3760, and Chapter 22 of the Code or Ordinances of the City of Lewiston)

Location of Automobile Graveyard/Junkyard _____

38 ALFRED PLOURDE PARKWAY

(Street address)

How is yard "screened" - Fence? (Type) WOOD Height? 15'

Trees? (Type) WHITE PINE Embankment? EARTHEN BERM

Gully? _____ Hill? _____ Other? _____

How far is edge of "yard" from center of highway? 300'±

Can junk be seen from any part of highway? Yes X No _____

Was junkyard law, requirements and fees explained to you?

Yes X No _____

When was last permit issued? SEPTEMBER 2011

To whom? KTI BIO FUELS, INC.

How does applicant intend to dispose of tires, fuel tanks, batteries, engine lubricant, transmission fluid, brake fluid and engine coolant:

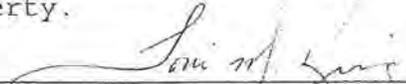
APPLICANT IS A WOOD WASTE PROCESSING FACILITY

* DOES NOT SOLICIT NOR ACCEPT THE MATERIALS

LISTED ABOVE

The undersigned certifies that all of the requirements listed below will be complied with:

1. A visual screen at least six (6) feet in height shall be maintained around all sides of the area where vehicles and junk will be located.
2. All screening & location requirements of Title 30 A, M.R.S.A., Section 3755 have been satisfied.
3. Upon receiving a motor vehicle, the fuel tank, battery shall be removed and the fuel, engine lubricant, transmission fluid, brake fluid and engine coolant shall be drained into watertight, covered containers and shall be recycled or disposed of according to all applicable Federal and State laws, rules and regulations regarding disposal of waste oil and hazardous materials.
4. All federal and state hazardous waste laws and regulations will be satisfied.
5. All required state and/or federal permits will be obtained.
6. No noise, vibration, glare, fumes or odor shall be emitted which is detectable to the normal senses from any abutting property.

SIGNED BY 

FOR KTI BIO FUELS, INC.

(Name of Company, corporation, partnership or individual)



CITY OF LEWISTON

Planning & Code Enforcement



TO: City Clerks
FROM: David Hediger, City Planner
SUBJECT: Automobile Graveyard/Junkyard Permits
DATE: August 30, 2012

Planning and Code Enforcement staff has inspected the following property for renewal of their license with the following recommendations:

KTI Bio Fuels Inc. – 38 Alfred A Plourde Parkway: This facility is in substantial compliance with the City's requirements and it is recommended the license is granted.



POLICE DEPARTMENT

Michael Bussiere
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk
FROM: Lt. Adam D. Higgins, Lewiston PD
REF: Automobile Graveyard/Junkyard Permits (Renewals)
DATED: September 12, 2012

We have researched our records, and have no objections to the issuance of an automobile graveyard/junkyard permit to the following:

KTi Bio Fuels Inc., 38 Alfred A. Plourde Pkwy

Lewiston Fire Department



Paul M. LeClair
Fire Chief

Bruce McKay
Assistant Chief



August 24, 2012

Kelly Mercier
Deputy City Clerk
City Clerk's Office
27 Pine St.
Lewiston, ME 04240

RE: KTI 38 Alfred Plourde Parkway Auto Graveyard / Junkyard 2012 Permit

Dear Kelly,

I have no issues or concerns regarding **KTI Bio Fuels** located at **38 Alfred Plourde Parkway** at this time that prohibits the issuance of their city license.

Respectfully,

A handwritten signature in black ink, appearing to read 'Paul Ouellette'.

Paul Ouellette
Fire Inspector / Certified Fire Investigator
Lewiston Fire Prevention Bureau

Paul / General Files / 2012 Letters / KTI Auto Graveyard / Junkyard 2012 Letter / Msw

PUBLIC NOTICE

CITY OF LEWISTON

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on *Tuesday, September 18, 2012*, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

KTI Bio Fuels, L.P., 38 Alfred A. Plourde Parkway

City of Lewiston, Public Works Dept., 424-482 River Road

Gary St. Laurent/Maine Heavy Equipment, 1445 Sabattus Street

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC
City Clerk
Lewiston, Maine

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PUBLISH ON: Wednesday, September 12, 2012

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 18

SUBJECT:

Resolve authorizing the transfer of funds from the 2010 Stormwater Pepperell Mill Headrace Project to the 2010 Stormwater General Storm Drain Rehabilitation Project.

INFORMATION:

Since it is unclear when the City may acquire the canals and be able to complete the Pepperell Mill Headrace project, and culvert work is needed on Pond Road and Sabattus Street, it is the recommendation of the Public Works Director and the Finance Director to transfer funds between these two projects.

Please refer to the memorandums from the Finance Director and City Engineer for additional background on this item.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATS/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve authorizing the transfer of \$120,126.21 from the 2010 Stormwater Pepperell Mill Headrace Project (646-6460505) to the 2010 Stormwater General Storm Drain Rehabilitation Project (646-6460404).



**City of Lewiston Maine
City Council Order
September 18, 2012**

RESOLVE, Authorizing the Transfer of \$120,126.21 from the 2010 Stormwater Pepperell Mill Headrace Project (646-6460505) to 2010 Stormwater General Storm Drain Rehabilitation Project (646-6460404).

WHEREAS, it is unclear when the City may acquire the canals and be able to complete the Pepperell Mill Headrace Project in its entirety; and

WHEREAS, the Internal Revenue Service has strict bond money spend down requirements that must be met in order to avoid rebating funds to them; and

WHEREAS, culvert work is needed on Pond Road and Sabattus Street and trench repairs are required on Middle Street;

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON that \$120,126.21 is hereby transferred from the 2010 Stormwater Pepperell Mill Headrace Project (646-6460505) to the 2010 Stormwater General Storm Drain Rehabilitation Project (646-6460404).



Finance Department

Heather Hunter
Director of Finance/Treasurer
hhunter@lewistonmaine.gov



TO: Mayor Robert E. Macdonald and Members of the City Council
FROM: Heather Hunter, Finance Director
SUBJECT: **Project Budget Transfer Request**
DATE: September 11, 2012

Attached please find City Engineer Richard Burnham's explanatory memo and project funding detail summarizing the available Pepperell Mill Headrace funds and their proposed use.

As outlined, the Pepperell Mill Headrace Project was bonded as part of the 2010 Stormwater Bond Issue in the amount of \$200,000. After incurring incidental charges of \$14,873.79 and a previous City Council approved transfer of \$65,000 to the White/Nichols Street Stormwater Separation Project, the project has remaining available funds of \$120,126.21. Given the uncertainty surrounding when the City may acquire the canals, the project is on hold indefinitely.

The Internal Revenue Service's (IRS) Arbitrage Regulations require the City to utilize a 24-month spend down in order to avoid a lengthy arbitrage calculation and the possibility of rebating funds back to the IRS. These bonds were issued September 1, 2010, so it will be difficult to meet the 24-month spend down, but the City can still achieve complete spend down by the 5-year arbitrage calculation requirement.

After reviewing various funding needs, I concur with Public Works' request to use the available funds for additional culvert work and stormwater improvements. I am recommending the requested action to approve a \$120,126.21 transfer from the 2010 Stormwater Pepperell Mill Headrace Project (646-6460505) to the 2010 General Storm Drain Rehabilitation Project (646-6460404).

Dave Jones and I would be happy to address any questions or concerns you may have about this request.



Department of Public Works

David A. Jones, P.E., Director

TO: David A Jones, P.E. Director

FROM: Richard C. Burnham, P.E., City Engineer

DATE: September 10, 2012

SUBJECT: Transfer Request for Pepperell Mill Headrace Repair Bond Issue 646-6460505

Public works is respectfully requesting that the City Council consider transferring \$120,126 from the Pepperell Mill Bond Issue to the Storm Drain Rehab project account 646-6460404.

The Pepperell Mill Headrace project is on hold due to property transfer issues and it is uncertain when and if it will be needed.

Existing storm drain funding including the Pepperell Mill Headrace money totals \$289,450; projects to be charged against this funding total \$289,000.

This transfer will be used to complete three major culvert replacements, a storm drain trench repair associated with new sidewalk construction on Middle Street, installation of storm drain on several street rehabs, and two existing large culvert rehabilitations. The attached spread sheet has more details on the accounts and projects.

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Department of Public Services • 103 Adams Ave • Lewiston, ME • 04240 • Voice Tel. 207-513-3003 • Fax 207-784-5647 •
TTY/TDD 207-513-3007 – www.ci.lewiston.me.us

Storm Drain Fund Balance Analysis and Recommendations

Acct	Balance	
2012 64850		
S/W Capital Outlay	\$137,436	
646 6460505		
Pepperrell Mill	\$120,126	
649 6499404		
Storm Drain Rehab	<u>\$31,888</u>	
Total Available	\$289,450	\$289,450
Future Expenditures		
River, Webster, Old Lisbon Rd SD	\$26,000	
Middle St Trench Repair	\$21,000	
St. Rehab SD	<u>\$142,000</u>	
Total Required	\$189,000	<u>\$189,000</u>
New Balance	<u>\$100,450</u>	\$100,450
Proposed Projects		
Pond Road Culvert Repl	\$50,000	
Sabattus Street Culvert Flooding (Danny's)	<u>\$50,000</u>	
	\$100,000	<u>\$100,000</u>
		\$450

LEWISTON CITY COUNCIL

MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 19

SUBJECT:

Order Authorizing the City Administrator to execute the Second Amendment to the Option to Purchase Agreement between the City and Central Maine Power – Lewiston Steam Plant and 51 Middle Street.

INFORMATION:

In November 2007, the City entered into an agreement with Central Maine Power for an option to purchase and exchange certain parcels in or near downtown Lewiston for the purpose of relocating the electrical substation. The original option expiration date was September 2012 and it was extended to September 2012. Due to regulatory delays from the Maine Public Utilities Commission, approval for the project is still pending. Therefore, the City and CMP are interested in extending this Option agreement to September 2014.

Please see the attached memorandum for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

	1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute the Second Amendment to the Option to Purchase Agreement between the City and Central Maine Power – Lewiston Steam Plant and 51 Middle Street.



**City of Lewiston Maine
City Council Order
May 18, 2010**



Order, Authorizing the City Administrator to Execute the Second Amendment to Option to Purchase between the City and Central Maine Power – Lewiston Steam Plant and 51 Middle Street

Whereas, in November 2007, the City and CMP entered into an Option agreement to purchase and exchange certain parcels in or near downtown Lewiston for the purpose of relocating the electrical substation located near the intersection of Main and Mill Streets; and

Whereas, the original option expiration date of September 20, 2010 was extended through option amendment number one to September 20, 2012; and

Whereas, due to regulatory delays imposed by the Maine Public Utilities Commission, approval for this project has yet to be granted; and

Whereas, both the City and CMP continue to support the construction of a new substation and an improved electrical distribution system to serve downtown Lewiston; and

Whereas, this exchange will assist the City in its efforts to prepare Island Point for redevelopment; and

Whereas, this amendment will retain all other terms and conditions as outlined in the original option agreement.

Now, therefore, be It Ordered by the City Council of the City of Lewiston that

The City Administrator is hereby authorized to execute a Second Amendment to Option to Purchase between the City and Central Maine Power Company in the form attached hereto.



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



September 13, 2012

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Extension of Option Agreement with CMP – Purchase and Sale Agreement for
Lewiston Steam Plant and 51 Middle Street

In November 2007, the City entered into an agreement to exchange a city-owned parcel at 51 Middle Street for CMP's Lewiston Steam Plant located just off Main Street at Island Point. At that time, this agreement was one element in CMP's Maine Power Reliability Project, specifically the proposed upgrade of the distribution system serving the downtown Lewiston area. It included a proposed new substation to be located at 51 Middle Street and the upgrade of a major distribution line along Canal Street.

As the MPRP project moved through the Public Utility Commission's review and approval process, this element of the overall project was removed to be reviewed separately. Through a variety of proceedings, this project was initially rejected, without prejudice, subject to additional study and analysis by CMP and further proceedings before the PUC. As a result, the project has been delayed.

The original option was scheduled to expire on September 20, 2010. An amendment was subsequently approved that extended the option for an additional two years to September 20, 2012. Since the project is still delayed due to PUC proceedings, CMP has requested that the option be again amended to extend the expiration to September 20, 2014.

Basically, the agreement calls for the City to acquire the Steam Plant in return for transferring 51 Middle Street to CMP and a payment of \$250,000 to them.

A copy of the option agreement is attached to the order authorizing its extension.

SECOND AMENDMENT TO OPTION TO PURCHASE

THIS SECOND AMENDMENT TO OPTION TO PURCHASE ("Second Amendment"), dated as of August 2012, is by and between **CENTRAL MAINE POWER COMPANY** ("Buyer") and **CITY OF LEWISTON**, a body politic and corporate situated in Lewiston, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine 04240 ("Seller").

RECITALS:

WHEREAS, Buyer and Seller entered into an Option to Purchase an Easement with an effective date of November 8, 2007, (the "Original Option"), pertaining to a property exchange between Buyer and Seller of property owned by Buyer located off Main Street and known as the Lewiston Steam Substation (City of Lewiston Tax Map 207 Lot 13) and of property owned by the Seller (51 Middle Street , Lewiston, Maine), more particularly described in the Original Option; and

WHEREAS, The parties previously amended the Original Option by agreement executed on October 4, 2010. The Original Option, together with all Amendments, constitutes the "Option"; and

WHEREAS, Buyer and Seller have agreed to amend the Option to allow for the extension of the expiration date under the Option;

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Article 1, paragraph 1 of the Option shall be amended and restated to extend the deadline to exercise the Option until September 20, 2014.
2. All other provisions of the Option not expressly modified herein shall remain in full force and effect, and the parties hereby ratify and affirm their respective obligations thereunder,
3. Capitalized terms not defined herein shall have the same meaning ascribed to them as in the Original Option. This Amendment may be executed in counterpart originals.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereby executed this Second Amendment as of the date and year first set forth above.

BUYER: CENTRAL MAINE POWER COMPANY

SELLER: CITY OF LEWISTON

By:
Its:

By: Edward Barrett
Its: City Administrator

AMENDMENT TO OPTION TO PURCHASE AN EASEMENT

THIS AMENDMENT made and entered into as of the 4th day of October, 2010, by and between the City of Lewiston ("City") and Central Maine Power Company ("CMP"), a Maine corporation.

WITNESSETH:

WHEREAS, Buyer and Seller entered into a Option to Purchase an Easement dated November 8, 2007, (as it may be further amended, modified, superseded or replaced from time to time, the "Agreement") concerning a property exchange between Buyer and Seller of property owned by Buyer located off Main Street and known as City of Lewiston Tax Map 207 Lot 13 or Lewiston Steam Substation and of property owned by Seller located at 51 Middle Street, Lewiston, Maine, more particularly described in the Agreement; and

WHEREAS, the parties, City and CMP, have agreed to amend the Agreement to allow for the extension of the expiration date under the Agreement; and.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, City and CMP agree as follows:

- 1. Article I, paragraph 1 of the Agreement shall be amended and restated to indicate an expiration date of September 20, 2012 in place of September 20, 2010.
2. The Agreement, as modified by paragraph 1 above, remains in full force and effect, and the parties hereby ratify and affirm their respective obligations thereunder. This Agreement may be executed in counterpart originals.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this Agreement as of the date first written above.

WITNESS:

[Handwritten signature]

CENTRAL MAINE POWER COMPANY

By: [Handwritten signature]

Eric N. Stinneford
Vice President, Controller, Treasurer & Clerk

CITY OF LEWISTON

[Handwritten signature]

By: [Handwritten signature]

Edward A. Barrett
City Administrator

*Original
Option*

OPTION AND AGREEMENT REGARDING PURCHASE AND SALE OF PROPERTY

THIS OPTION AND AGREEMENT REGARDING PURCHASE AND SALE OF PROPERTY (the "Agreement") made as of this 5th day of November, 2007 by and between **THE CITY OF LEWISTON**, a body politic and corporate situated in Androscoggin County, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine (hereinafter referred to as "City") which expression shall include its successors and assigns), and **CENTRAL MAINE POWER COMPANY**, a corporation with a mailing address of 83 Edison Drive, Augusta, Maine 04336 (hereinafter referred to as "CMP,") which expression shall include its successors and assigns). The "Effective Date" of this Agreement shall be the date first written above once executed by the parties.

WHEREAS, CMP is a transmission and distribution utility in the business of transmitting and delivering electricity;

WHEREAS, in connection with its business, CMP owns and operates an electric substation known as the Lewiston Steam Substation, located in Lewiston, Maine on property owned by CMP and designated as Tax Map 207, Lot 13, hereinafter further defined and referred to as the LSS Premises;

WHEREAS, City owns a vacant lot consisting of approximately .6 acres located at 51 Middle Street, in the City of Lewiston, Maine, hereinafter further described and referred to as City Lot Premises;

WHEREAS, as a part of its redevelopment of property along the Androscoggin River in the City of Lewiston, City has requested that CMP relocate its existing Lewiston Steam Substation facilities to another location and to convey the LSS Premises to the City for its economic development and revitalization purposes;

WHEREAS, CMP believes that relocating the Lewiston Steam Substation, in connection with the upgrades to the transmission infrastructure, will benefit both the City of Lewiston and CMP customers; therefore, CMP will seek to study, permit and construct a new substation in total or in part on the City Lot Premises in order to, among other things, relocate its substation, any such decision to relocate being within the sole determination of CMP;

WHEREAS, City is willing to transfer the City Lot Premises in exchange for the LSS Premises and to pay the monetary consideration under the terms and conditions set forth herein;

WHEREAS, in connection with relocating its substation facilities to the City Lot Premises, CMP must also acquire (i) a portion of an adjoining parcel adjacent to the City Lot Premises, designated as Tax Lot 206-1 in the City of Lewiston, from L. L. Bean, Inc. (the "L. L. Bean Parcel") in order to provide sufficient square footage for the new substation and appurtenant facilities, among other things, and (ii) additional overhead and underground easement rights for its transmission and distribution line interconnecting to such facilities;

WHEREAS, due to the need to first construct, interconnect, test and energize the new substation, and thereafter decommission the Lewiston Steam Substation, subject to the terms and conditions of this Agreement, CMP wishes to acquire the City Lot Premises, and enter into an agreement to sell to the City the LSS Premises if and when the new substation is constructed and operational and the Lewiston Steam Substation has been fully decommissioned;

WHEREAS, City acknowledges that due to the many contingencies and obstacles to constructing a new substation, including obtaining necessary permits and rights of way, CMP can make no guarantee that the new substation will be constructed or the Lewiston Steam Substation will be decommissioned, and therefore CMP shall have no obligation hereunder to undertake such activity; and,

NOW THEREFORE, in consideration of the mutual covenants, agreements and promises of the parties, the adequacy of which is acknowledged, the parties agree as follows:

Article I
Option to Purchase City Lot

1. Grant of Option.

City hereby grants to CMP the exclusive and irrevocable right and option until 11:59 P.M. on September 20, 2010 ("Expiration Date"), at which time this option shall expire, to purchase the property located at 51 Middle Street, in the City of Lewiston, Maine, being designated at Tax Map 206, Lot 2 and described more fully in **Exhibit A** attached hereto (hereinafter collectively the "**City Lot Premises**") for the purchase price consideration described in Section 2(b) below. The option granted hereunder shall be referred to in this Agreement as the "City Lot Option". Without limiting CMP's use of the City Lot Premises, City acknowledges that CMP intends to use the City Lot Premises in connection with its electric transmission and distribution business, including the construction and operation of an electric transmission and distribution substation facility.

2. Consideration.

- (a) Option consideration. The consideration for the City Lot Option is CMP's release of rights to the "Street Properties" as set forth in Section (c) below, deliverable by CMP within thirty (30) days following the Effective Date.
- (b) Consideration for City Lot Premises. The parties intend that the City Lot Premises be exchanged for the LSS Premises in accordance with Article II hereof. The consideration for the City Lot Premises shall be the conveyance of the LSS Premises in accordance with and subject to the terms of this Agreement. There shall be no cash consideration. Provided, however, in the event that the Agreement is terminated after the City Lot Closing and conveyance of the City Lot Premises to CMP, and the LSS Premises are not conveyed to City as a result of such termination, in accordance with Article II or Article III hereof, CMP shall be obligated to pay the City the "Appraised Value" of the City Lot Premises, as such value is determined in Section 2(d).
- (c) Release of Rights to Street Property. Within thirty (30) days following the Effective Date of this Agreement, CMP shall release by quitclaim deed any right, title and interest CMP may have, including the right of access to and from the LSS Premises along the Mill Street Extension and Island Avenue in the City of Lewiston, as

described in **Exhibit B** (“Street Properties”); provided, however, that CMP shall reserve certain easement rights for overhead and underground utility lines, ductwork, and other electric transmission and distribution facilities. Said release rights to the Street Properties shall be in a form and substance of the release deed attached hereto as **Exhibit B**.

- (d) **Appraised Value.** Within Ninety (90) days following the Effective Date of this Agreement, at CMP’s cost, the parties will commission and obtain a current real estate market appraisal of the City Lot Premises, determined in its present condition, conducted by an independent real estate appraiser. The appraisal determination shall be referred to in this Agreement as the “Appraised Value.”

3. Exercise of Option.

Written notice of the exercise of this City Lot Option by CMP shall be given to City by mailing (including express mail services) or delivering the same in person to the City Administrator, City of Lewiston, 27 Pine Street, Lewiston, Maine 04240, with a copy to Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070. This City Lot Option shall be deemed valid and effectively exercised at the time such notice is provided to City in accordance herewith. Upon exercise of the City Lot Option in accordance with terms hereof, this option shall constitute a contract for sale and purchase of the City Lot Premises.

4. Restrictions.

(a) Until the Expiration Date, and (b) if the City Lot Option has been exercised, prior to the City Lot Closing referred to in Article I, Section 6 below, City agrees not to sell, offer to sell, mortgage, encumber, or otherwise transfer or dispose of the City Lot Premises or use or alter the City Lot Premises in a manner that would adversely affect CMP’s intended use of the City Lot Premises.

5. Due Diligence.

- (a) Diligence Regarding Condition of City Lot Premises. Within ninety (90) days following the Effective Date, CMP, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to enter upon and examine, investigate, survey, appraise and inspect the City Lot Premises, including without limitation the performance of a Phase I and/or Phase II environmental testing, and such other environmental testing as CMP shall reasonably deem necessary or appropriate (“CMP’s Due Diligence”). CMP’s Due Diligence shall include: (i) assessing environmental conditions, physical nature and condition of the City Lot Premises, and (ii) preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies necessary or advisable by CMP and for CMP’s proposed use of the City Lot Premises. Such activities may include, but shall not be limited to,

surveying, soil testing, water monitoring and testing and engineering and environmental studies. All such activities shall be reasonably conducted and shall not unreasonably nor materially waste the land. CMP shall make available to City, at City's request, copies of all reports, studies, investigations and test results so obtained by CMP. CMP shall be permitted to maintain structures and excavations as part of such activities but CMP shall within a reasonable time following said inspection, remove any and all such structures, and shall fill in any and all excavations and restore the City Lot Premises to the same condition as it was before CMP undertook such activities to the satisfaction of the City. CMP agrees to indemnify, protect, defend and hold harmless City from any claims against City or damages incurred by City caused by CMP as a result of its negligence in conducting any activities under this Section 5. Such obligation shall survive the Expiration Date, the City Lot Closing or any termination of this Agreement. CMP may enter the City Lot Premises at any time prior to the City Lot Closing to conduct further due diligence.

If CMP, in its sole discretion, is dissatisfied with the results of CMP's Due Diligence, CMP may notify City in writing of all unsatisfactory conditions within one hundred twenty days (120) of the Effective Date ("CMP Objection Notice"). If City receives a CMP Objection Notice within the one hundred twenty (120) day period, City, in its sole discretion, may elect to cure such condition. If such condition is not cured within one hundred eighty (180) days of the Effective Date, CMP may notify City in writing of CMP's decision not to purchase the City Lot Premises and this Agreement, including the City Lot Option, will become null and void with no further obligations on either CMP or City.

CMP shall promptly pay all contractors, agents and material men that perform services or provide labor or materials on the City Lot Premises. No liens shall be placed on the City Lot Premises arising directly or indirectly from act or omissions of CMP on or related to the City Lot Premises. CMP shall cause any such lien to be immediately discharged.

- (b) Diligence Regarding Title of City Lot Premises. Within ninety (90) days following the Effective Date, CMP shall notify City of all title defects and other matters (the "City Lot Premises Defect Notice") that would prevent CMP from obtaining a satisfactory commitment for such title insurance, as of such date, as it may require, and any other encumbrance or other matter affecting title, known to CMP or which should have been known to CMP upon reasonable inspection of the Registry, that would prevent the City from conveying the City Lot Premises to CMP in accordance with the terms of this Agreement. CMP agrees to cooperate with City who shall be responsible for removing any such encumbrance. However, in the event such encumbrances cannot be removed at a cost reasonably acceptable to City or within a timeframe and under terms acceptable to CMP, the determining party shall notify the other party in writing and unless CMP otherwise agrees in writing to accept the conveyance notwithstanding the existence of the encumbrance, this Agreement shall

become null and void with no further obligations on either party. CMP shall waive all objections to title existing and known to CMP or which should have been known to CMP upon reasonable inspection of the Registry within said ninety (90) day period, but, which are not included in the City Lot Premises Defect Notice.

- (c) City's Information. City will make available to CMP, copies of City's plans, surveys, inspections and/or maintenance records of the City Lot Premises, if any, and any environmental data they possess regarding the Premises, including without limitation any environmental studies or reports ("City's Information"). If CMP has either not exercised the City Lot Option by the Expiration Date or not completed the purchase of the City Lot Premises by the Closing Date, CMP shall promptly return City's Information and all copies thereof to City.
- (d) Inspections following Exercise of City Lot Option. After exercise of the City Lot Option but before the City Lot Closing, CMP may undertake such activities as are permitted under Section 5(a) hereof to satisfy itself that there has been no material adverse change in the condition of the City Lot Premises. Any such inspection shall be conducted in accordance with the terms of Section 5(a).

6. **City Lot Closing.**

- (a) If CMP has exercised the City Lot Option, the closing with respect to the City Lot Premises, including delivery of the deed to the City Lot Premises to CMP (the "**City Lot Closing**") will occur on the earlier of (i) ninety (90) days following the exercise of the City Lot Option by CMP, or (ii) December 20, 2010, at 11:00 AM at the offices of Brann & Isaacson in Lewiston, Maine ("**Closing Date**") unless another time and location is agreed to by the parties. Each party shall be responsible for all their own customary closing and transaction expenses and fees incurred in connection with the City Lot Closing. No cash consideration shall be payable by CMP at the City Lot Closing, or otherwise except as provided for under Article III hereof in the event of a termination of this Agreement.
- (b) At the City Lot Closing, City shall deliver the following properly executed and acknowledged documents in a form and substance reasonably satisfactory to CMP:
 - (i) Deed. A Quitclaim Deed with covenants reflecting the legal descriptions in City's source deeds for the City Lot Premises, in the form and substance attached hereto as **Exhibit E**, except as may be modified by written agreement of the parties in accordance with the boundary survey which survey may be prepared at CMP's option pursuant to Section 8(h), free and clear of any liens and encumbrances, suitable for recording, conveying the City Lot Premises to CMP, or CMP's agent, assignee or other designee, as may be identified by CMP.

(ii) FIRPTA Affidavit and Other Tax Forms. City's affidavit, under penalty of perjury, as to City's U.S. taxpayer identification number and that City is not a foreign person within the meaning of Section 1445 of the United States Internal Revenue Code. City shall also deliver such certificates regarding state residency as may be reasonably requested by CMP.

(iii) Title Documents. Such documents as CMP's title insurance company may reasonably require in order to remove title policy exceptions, including for parties in possession and mechanics or materialmen's liens, and including but not limited to an affidavit of City. Evidence reasonably satisfactory to CMP of termination or discharge of all third-party agreements, mortgages, negative pledge agreements, licenses, leases, reservations, liens or encumbrances with respect to the Premises, unless otherwise agreed to by CMP in writing.

(v) Additional Documents. Such other documents as the parties may agree are reasonably required to close the purchase and sale of the Premises under this Agreement.

7. Conditions Precedent to CMP's Obligations to Purchase.

After exercise of the City Lot Option, CMP's obligation to purchase the City Lot Premises at the City Lot Closing shall be subject to satisfaction of the following conditions listed in this Section 7. Such conditions are for the exclusive benefit of CMP and CMP shall have the right to waive, singly or collectively, in its sole discretion:

- (a) At CMP's discretion, prior to City Lot Closing CMP shall obtain a commitment for such title insurance as it may require, at its own cost and expense. City shall have the right to request a copy of the same together with copies of all exceptions and encumbrances affecting title.
- (b) In the event CMP cannot obtain a commitment for title insurance under generally accepted commercial terms, CMP shall so notify City in writing and request City make necessary corrections.
- (c) CMP will conduct a survey satisfactory to CMP in its sole discretion and at its own cost and expense. CMP will provide to City a true copy of any survey CMP obtains of the City Lot Premises.
- (d) City shall convey the City Lot Premises to CMP by Quitclaim Deed with Covenant at City Lot Closing with good and marketable title. City warrants that it has good and marketable title to the City Lot Premises, and that the City Lot Premises are or will be at the City Lot Closing free and clear of any encumbrances except for encumbrances waived in accordance with Article I, Section 5(b) above. In the event that during the period between ninety (90) days after the Effective Date and prior to the Closing Date

any encumbrance or other matter affecting title is determined to have arisen, or is otherwise disclosed and shall not have been waived in accordance with Article I, Section 5(b) above, CMP agrees to cooperate with City who shall be responsible for removing any such encumbrance. However, in the event such encumbrances cannot be removed at a cost reasonably acceptable to City or within a timeframe and under terms acceptable to CMP, the determining party shall notify the other party in writing and unless CMP otherwise agrees in writing to accept the conveyance notwithstanding the existence of the encumbrance, this Agreement shall become null and void with no further obligations on either party. Further, to the extent CMP cannot obtain title insurance satisfactory to CMP in its sole discretion, due to such encumbrance or title matter, CMP may notify City in writing of its objections to title and City shall use reasonable efforts to remove those items that are objectionable to CMP. If City is unable to remove such title objections, CMP shall have the same remedy set forth above.

- (e) CMP shall have received, on terms acceptable to CMP, (1) all easements, rights of way, access, approvals, permits, licenses and certificates necessary for CMP to construct, operate and maintain a substation on the City Lot Premises, and to install underground ductwork for utilities to connect the substation to be located on the City Lot Premises with other CMP transmission and distribution facilities and to cross over and/or under the so-called "Memorial Bridge"; and, (2) all easements, rights of way, access, approvals, permits, licenses and certificates necessary for CMP to place, relocate, construct, operate, repair and maintain any and all transmission and distribution poles and wires necessary to interconnect CMP to the substation on the City Lot Premises on terms acceptable to CMP; and, (3) City shall have agreed, or as the case may be undertaken to obtain any necessary agreement and permission from any third party, to relocate any sewer (but not the existing sewer interceptor) and water lines, at CMP's cost, that are located on the City Lot or the so-called adjoining L.L. Bean, as necessary, in order for CMP to construct a substation, together with any ancillary equipment and overhead or underground electric lines to and from the substation on the City Lot. Without limiting the foregoing, the easements, rights of way, licenses, permits, approvals and certificates referenced herein shall include, without limitation, those required by CMP in order to install underground electrical ductwork from the City Lot Premises to the so-called CMP "Lewiston Lower" facilities. City agrees to work in good faith with CMP on CMP's applications for (e)(1) and (e)(2) above.
- (f) CMP shall have received any zoning changes necessary for the construction of a substation and related transmission and distribution facilities on the City Lot Premises, and City shall have worked in good faith with CMP obtaining such zoning changes.
- (g) City shall have issued all required approvals and consents necessary for CMP to construct a substation and other related transmission and distribution facilities on the City Lot Premises.

- (h) City shall use reasonable efforts to modify the boundary line of the City Lot Premises in accordance with a mutually satisfactory survey in order to eliminate any building encroachment in the northwest corner of the City Lot Premises.
- (i) CMP shall not have discovered any conditions relating to the City Lot Premises that constitutes a material violation of any federal, state or local environmental law, including without limitation any statute, rule regulation or ordinance. In addition, CMP shall be satisfied with the results of any environmental study or testing conducting on the City Lot Premises, and that such results will not adversely impact CMP's construction of a substation on the City Lot Premises, or require any material modification or increase in cost relating to the design thereof.
- (j) CMP shall have acquired the L. L. Bean Parcel.
- (k) All of the representations made by City in this Article II shall be true and correct in all material respects as of the date of the City Lot Closing.
- (l) There shall not be pending any litigation that would impair in any material respect City's rights to sell the City Lot Premises in accordance with the terms of this Agreement or CMP's right to decommission the Lewiston Steam Substation and construct the electrical substation on the City Lot Premises.
- (m) The City Lot Premises shall have no hazardous or toxic materials, wastes or substances in any amounts that would violate or require reporting or remedial or responsive action under any federal, state or local law or ordinance that has not been disclosed to CMP in any environmental report provided to CMP prior to the Effective Date of this Agreement.

8. Representations and Warranties.

City makes the following representations and warranties, upon which CMP is expressly relying:

- (a) To the best of City's knowledge and belief, there are no boundary disputes, encroachments or litigation pending with respect to the City Lot Premises or City's ownership thereof, except for the encroachment of a building located on Tax Map 206-3 onto the northwest corner of the City Lot Premises, which has already been disclosed to CMP and which the City shall use reasonable efforts to remove or exclude from the description of the City Lot Premises as provided in Article I, Section 7(h) above.
- (b) To the best of City's knowledge, there are no hazardous or toxic materials, wastes or substances in or on the City Lot Premises in any amounts that would violate or require reporting or remedial or responsive action under any federal, state or local law

or ordinance that has not been disclosed to CMP in any environmental report provided to CMP prior to the Effective Date of this Agreement.

- (c) There are no leases, licenses or easements for or on the City Lot Premises that have not been recorded or otherwise disclosed in writing to CMP.
- (d) Except as otherwise set forth herein, the execution, delivery and performance of this Agreement by City and the consummation of the transactions contemplated hereby (i) will not, to the best of City's knowledge and belief, violate any provision of law, statute, ordinance or regulation applicable to City and (ii) will not conflict with, or require any consent or approval under or result in the breach, default or termination of any provision pursuant to any indenture, mortgage, deed of trust, lease, sublease, contract, instrument or agreement, judgment or decree to which City is a party or by which their assets or properties are bound.
- (e) This Agreement and all documents executed hereunder will upon the execution thereof, constitute legal, valid and binding agreements and obligations of City enforceable in accordance with their respective terms.

Article II

Purchase and Sale of LSS Premises

1. LSS Premises Purchase and Sale.

As consideration for the conveyance of the City Lot Premises to CMP at the City Lot Closing, CMP shall agree to convey the LSS Premises to City subject to the terms and conditions of this Article II, including without limitation the conditions set forth in this Article II, Section 1 that the CMP shall have constructed a substation on the City Lot Premises and decommissioned the LSS Premises. More specifically, in the event that a new substation is constructed and energized on the City Lot Premises and the Lewiston Substation is "decommissioned," as defined below, CMP shall sell and City shall purchase the land and buildings located on the land designated as Tax Map 207, Lot 13 and known as the Lewiston Steam Substation, and described more fully in **Exhibit C** attached hereto (the "**LSS Premises**"). CMP's agreement to convey the LSS Premises to City and City's obligation to purchase the LSS Premises, shall become effective at City Lot Closing, subject to the terms and conditions set forth in this herein.

The Lewiston Steam Substation shall be deemed "decommissioned" upon the completion of the following, each to CMP's satisfaction in its sole discretion: (i) de-energizing of the substation and electrical lines and the removal of all electrical lines interconnecting to the substation (except for such lines and equipment to provide the building's normal electrical service); (ii) removal of all electrical and other substation equipment, poles, towers, wires, fencing, and other utility-related improvements located on LSS Premises; and (iii) receipt of any necessary regulatory approvals to decommission the substation as aforesaid. Upon final decommissioning, or as reasonably practical thereafter, CMP will give written notice to City that the Lewiston

Steam Substation has been decommissioned ("Notice of Decommissioning"). In the event a Notice of Decommissioning is not issued by December 20, 2012, the City, at its election, may terminate this Agreement and receive payment of the Appraised Value pursuant to Article I Section 2 with no further obligations on either CMP or City, except such obligations which expressly survive termination as set forth in this Agreement.

In the event that this Agreement is terminated prior to the City Lot Closing or the City Lot Closing does not occur, for any reason or for no reason at all, CMP's and City's obligations under this Article II shall immediately become null and void except as otherwise provided herein. If CMP is successful in replacing the Lewiston Steam Substation, CMP shall use reasonable efforts within its control to "decommission" the Lewiston Steam Substation provided, however, that CMP's obligations under this Article II shall terminate and become null and void in the event that any one of the following events occur: (i) CMP fails for any reason to receive necessary federal, state or local permits and approvals to construct and operate the new substation; (ii) CMP fails for any reason to construct and energize the new substation; or (iii) CMP is prevented from conveying the LSS Premises due to any order of the Maine Public Utilities Commission.

CMP shall convey the LSS Premises to City by Quitclaim Deed with covenants in substantially the form attached hereto as **Exhibit D**. Said deed shall convey good and marketable title to the City Lot Premises free and clear of any liens or encumbrances.

2. LSS Premises – Consideration/Purchase Price.

Consideration for the LSS Premises shall consist of (i) the City Lot Premises and (ii) Two Hundred and Fifty Thousand Dollars (\$250,000.00) payable by City to CMP in immediately available funds deposited by certified check or by wire transfer to CMP on the day of the closing on the LSS Premises in accordance with Article II, Section 4 of this Agreement.

3. City Due Diligence.

Within forty (45) days following Notice of Decommissioning, City shall have the right, upon advance notice to CMP and with a representative of CMP present, to enter upon and examine, investigate, survey, and inspect the LSS Premises to obtain information regarding the physical nature and condition of the LSS Premises, provided that any such inspection shall be at reasonable times during normal business hours and shall not interfere with the safe and reliable operation of the Lewiston Steam Substation (collectively "**City's Due Diligence**"). All such activities shall be reasonably conducted and shall not unreasonably nor materially waste the land. City shall make available to CMP, at CMP's request, copies of all reports, studies, investigations and test results so obtained by City. City shall be permitted to maintain structures and excavations as part of such activities but City shall within a reasonable time following said inspection, remove any and all such structures, and shall fill in any and all excavations and restore the LSS Premises to the same condition as it was before City undertook such activities to the satisfaction of the CMP. City agrees to indemnify, protect, defend and hold harmless CMP

from any claims against CMP or damages incurred by CMP caused by City as a result of its negligence in conducting any activities on the LSS Premises. Such obligation shall survive the LSS Closing or any termination of this Agreement.

If City determines, based upon the City's Due Diligence, that there are hazardous or toxic materials, wastes or substances in or on the LSS Premises in any amounts that would violate or require reporting or remedial or responsive action under any federal, state or local law or ordinance, City may notify CMP in writing of all such unsatisfactory conditions ("City Objection Notice"). If CMP receives a City Objection Notice within the sixty (60) days following Notice of Decommissioning, CMP, in its sole discretion, may elect to cure such condition. If such condition is not cured within ninety (90) days of the Notice of Decommissioning, unless such period is extended in writing by the parties, City may notify CMP in writing of City's decision not to purchase the LSS Premises and this Agreement will become null and void with no further obligations on either CMP or City except as otherwise expressly provided herein, including Article III.

City shall promptly pay all contractors, agents and material men that perform services or provide labor or materials on the LSS Premises. No liens shall be placed on the LSS Premises arising directly or indirectly from act or omissions of the City on or related to the LSS Premises. CMP shall cause any such lien to be immediately discharged.

Without limiting the foregoing and so long as this Agreement shall not have terminated, CMP acknowledges that during the decommissioning phase City may desire, on prior advance notice, to visit the facility at such reasonable times during normal business hours which may be convenient to CMP, and with a representative of CMP present for limited purposes. CMP will use its best efforts to accommodate such requests as are reasonable, subject to the foregoing requirements that any such visitation shall be at City's sole risk and expense, and subject further to the requirement that such visitation does not interfere with the safe and reliable operation of the LSS Premises. In addition, CMP will make reasonable efforts to make available to City, at City's reasonable request, reports made available to CMP during decommissioning regarding the condition of the LSS Premises. Any reports so made available shall be subject to reasonable conditions imposed by CMP regarding confidentiality and destruction.

4. Restrictions.

Unless this Agreement has been terminated, during the term of this Purchase and Sale Agreement, and any extension thereof, and prior to the LSS Closing, CMP agrees not to sell, offer to sell, mortgage, encumber, or otherwise transfer or dispose of the LSS Premises or use or alter the LSS Premises in a manner that would adversely affect City's intended use of the LSS Premises.

5. City's Conditions to Closing.

City's obligations under this Article II to close on the purchase of the LSS Premises are subject to and conditioned upon at the time of the LSS Closing of each of the following conditions unless waived by City:

- (a) The LSS Premises shall be vacant, the buildings shall be in the same condition as on the date of this Agreement, reasonable wear and tear accepted, and in broom swept condition
- (b) All of the representations made by CMP in this Agreement shall be true and correct in all material respects as of the date of the LSS Closing.
- (c) There shall not be pending any litigation that would impair in any material respect CMP's rights to sell the LSS Premises in accordance with the terms of this Agreement.
- (d) City shall not have discovered any condition relating to the LSS Premises that would constitute a material violation of any federal, state or local environmental law or ordinance.
- (e) The LSS Premises shall have no hazardous or toxic materials, wastes or substances in any amounts that would violate or require reporting or remedial or responsive action under any federal, state or local law or ordinance.
- (f) At City's discretion, prior to LSS Closing, City shall obtain a commitment for such title insurance as it may require, at its own cost and expense. CMP shall have the right to request a copy of the same together with copies of all exceptions and encumbrances affecting title.
- (g) In the event City cannot obtain a commitment for title insurance under generally accepted commercial terms, City shall so notify CMP in writing and request CMP make necessary corrections.
- (h) City will conduct a survey satisfactory to City in its sole discretion and at its own cost and expense. City will provide to CMP a true copy of any survey City obtains of the LSS Premises.
- (i) CMP shall convey the LSS Premises to City by Quitclaim Deed with Covenant at the LSS Closing with good and marketable title, free and clear of any encumbrances except any encumbrance of record which does not adversely effect City's use of the LSS Premises. CMP shall use reasonable effort for removing any such encumbrance or title defect. However, in the event CMP cannot convey to the City LSS Premises in accordance with the terms of this agreement, the City may elect to purchase the LSS Premises subject to the title defect or terminate this Agreement and receive payment of the Appraised Value pursuant to Article I (2) with no further obligations

on either CMP or City except as otherwise expressly provided herein, including Article III.

- (j) CMP shall provide a legal opinion to City, satisfactory in form and substance to City and City's counsel, to the effect that (i) CMP is a validly organized and existing corporation under Maine Law, and (ii) the execution and delivery by CMP of this Agreement and CMP's consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of CMP.

6. Representations and Warranties by CMP.

CMP makes the following representations and warranties, upon which City is expressly relying:

- (a) To the best of CMP's knowledge and belief, there are no boundary disputes, encroachments or litigation pending with respect to the LSS Premises or CMP's ownership thereof.
- (b) To the best of CMP's knowledge, there are no hazardous or toxic materials, wastes or substances in or on the LSS Premises in any amounts that would violate or require reporting or remedial or responsive action under any federal, state or local law or ordinance.
- (c) There are no leases, licenses or easements for or on the LSS Premises that have not been recorded or otherwise disclosed in writing to City.
- (d) Except as otherwise set forth herein and subject to CMP satisfying any applicable requirements for local, state or federal regulatory approval, the execution, delivery and performance of this Agreement by CMP and the consummation of the transactions contemplated hereby and thereby will not, to the best of CMP's knowledge and belief, violate any provision of law, statute, ordinance or regulation applicable to CMP.
- (e) This Agreement and all documents executed hereunder will upon the execution thereof, constitute legal, valid and binding agreements and obligations of CMP enforceable in accordance with their respective terms.

7. LSS Closing.

Within one hundred twenty (120) days after the City's receipt of the Notice of Decommissioning, the closing on the LSS Premises shall take place at the offices of Curtis Thaxter Stevens Broder and Micoleau, One Canal Plaza, Portland, or if CMP and City mutually agree in advance, at another place (the "LSS Closing"). The parties shall exchange the following funds and documents on or prior to the LSS Closing Date:

(a) **CMP's Deposits:**

(1) **Deed.** Quitclaim Deed with Covenant reflecting the legal descriptions in the source deeds to CMP or as otherwise agreed to by City, and subject to those encumbrances or exceptions acceptable to City, and suitable for recording, conveying the LSS Premises to City.

(2) **FIRPTA Affidavit.** CMP's FIRPTA affidavit stating, under penalty of perjury, CMP's U.S. taxpayer identification number and that CMP is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code. This affidavit is to assure City that it need not withhold taxes under Section 1445 upon CMP's disposition of the LSS Premises.

(4) **Closing Statement.**

(5) **Title Documents.** Such documents as City's title insurance company may require, including but not limited to an affidavit of CMP.

(6) **Tax Forms.** Such other tax forms as may be required for the conveyance of real estate.

(7) **Additional Documents.** Other documents and funds reasonably required to close the sale under this Agreement.

All documents to be delivered to City at the LSS Closing shall be in a form and substance reasonably satisfactory to City and City's counsel and shall each be properly executed and acknowledged as required.

(b) **City's Deposits:**

(1) **Money.** Cash (or immediately available federal funds) for the Purchase Price plus or minus cash necessary to adjust for City's share of closing costs, prorations, and/or credits for the items prorated and/or adjusted under this Agreement.

(2) **Additional Documents.** Other documents and funds reasonably required to close the sale under this Agreement.

All documents to be delivered to City at Closing shall be in a form and substance reasonably satisfactory to City and City's counsel and shall each be properly executed and acknowledged as required.

8. **Closing Costs, Prorations and Adjustments.**

- (a) Prorated Items. Real estate taxes shall be prorated as of the date of the LSS Closing.
- (b) Transfer Taxes. With respect to the LSS Premises, the parties shall pay transfer taxes in accordance with the law, .
- (c) Closing Costs. CMP and City shall each be responsible for their own respective legal costs incurred in connection with preparing any of the closing documents required of each to be delivered at Closing.

Article III
Default and Termination Rights and Remedies

1. In the event of a breach or default by City of any obligation hereunder, or if the City Lot Premises are not conveyed to CMP at Closing in accordance with the terms of this Agreement due to a default by City, or City is in breach of a representation set forth in this Agreement, CMP shall at its option: (i) have the right to terminate this Agreement by written notice to City, in which event this Agreement and all of the parties obligations hereunder shall terminate, (ii) have the right to bring an action against City for specific performance under this Agreement, and (iii) maintain an action against the City for any out-of-pocket expenses incurred by CMP in connection with this Agreement.

2. In the event of a breach or default by CMP of any obligation hereunder, or if the LSS Premises are not conveyed to City at Closing in accordance with the terms of this Agreement due to a default by CMP, or CMP is in breach of a representation set forth in this Agreement, City shall at its option: (i) have the right to terminate this Agreement by written notice to CMP, in which event this Agreement and all of the parties obligations hereunder shall terminate, (ii) have the right to bring an action against CMP for specific performance under this Agreement, and (iii) maintain an action against the CMP for any out-of-pocket expenses incurred by City in connection with this Agreement.

3. In the event that (i) the City Lot Closing occurs and the City Lot Premises are conveyed to CMP, and (ii) the agreement to convey the LSS Premises is terminated by either party in accordance with Article II hereof, within sixty (60) days following such termination, CMP shall pay City the amount determined to be the Appraisal Value of the City Lot Premises as determined in accordance with this Agreement.

Article IV
Risk of Loss, Damage, Destruction and Insurance.

1. City Lot Premises.

Prior to the City Lot Closing Date, the City Lot Premises shall be the sole responsibility of City and City shall bear the risk of any loss to the City Lot Premises whether by fire or otherwise. City agrees to maintain casualty insurance upon the City Lot Premises in an amount equal to at

least the full Purchase Price. In the event of any casualty loss, CMP shall have the alternative of either terminating this Agreement by written notice or of accepting the insurance proceeds made available and closing notwithstanding such loss. CMP assumes no risk of loss with respect to said City Lot Premises and improvements whether by fire or otherwise.

2. LSS Premises.

Prior to the LSS Closing Date, the LSS Premises shall be the sole responsibility of CMP and CMP shall bear the risk of any loss to the LSS Premises whether by fire or otherwise. In the event that the land or the building located on the LSS Premises shall have been partially or completely damaged or destroyed such that, in City's reasonable judgment, there is or will be a material and adverse impact on City's intended use of the LSS Premises, then, at City's election, CMP shall (a) repair or restore the LSS Premises to its former condition or (b) pay over or assign to City, on delivery of the deed to the LSS Premises at the LSS Closing, all amounts recovered or recoverable on account of any insurance, together with amounts equal to any deductibles thereunder, less any amounts reasonably expended by CMP for partial restoration and less any amount applicable to any personal property or equipment located therein or thereon. City assumes no risk of loss with respect to said LSS Premises and improvements whether by fire or otherwise.

**Article V
General Provisions**

1. Brokers / Commissions.

CMP and City each represent that there are no commissions, fees or other expenses associated with this Agreement or the transactions contemplated hereby. CMP is a licensed real estate brokerage acting on its own behalf in connection with this transaction. Each party will indemnify and hold harmless the other from and against all third party claims relating to brokerage or commission on account of the City Lot Premises or LSS Premises purchase claimed by any person hired or consulted by such party.

2. Notices.

All required notices shall be given in writing, mailed postage prepaid, by certified or registered mail, return receipt requested, by nationally recognized overnight air courier service, by personal delivery or by electronic facsimile to the addresses indicated below, or such other places as the parties may designate in writing to one another:

CMP:
Central Maine Power Company
83 Edison Drive
Augusta, Maine 04336
Attention: Kenneth H. Freye

Manager, Real Estate Services
Email: kenneth.freye@cmpco.com
Tel. No.: (207) 621-4753
Fax No.: (207) 626-4025

with copy to:
James Costello, Esq.
Curtis Thaxter Stevens Broder & Micoleau
One Canal Plaza
P.O. Box 7320
Portland, Maine 04112-7320
Tel. No.: (207) 774-9000
Fax No.: (207) 775-0612

For overnight delivery only:
Central Maine Power Company
83 Edison Drive
Augusta Maine 04336

City:
City of Lewiston
Lincoln Jeffers
City of Lewiston
27 Pine Street
Lewiston, Maine 04240
Tel No.: (207) 784-2951
Fax No.: (207) 795-5071

with a copy to:
Regan M. Hornney
Brann & Isaacson
184 Main Street
P.O. Box 3070
Lewiston, Maine 04243-3070
Tel No.: (207) 786-3566
Fax No.: (207) 783-9325

3. Time.

Time is of the essence in this Agreement. In any case where a date for performance by either party shall fall on a Saturday, Sunday or holiday, the time for performance shall automatically extend to the next regular business day. City and CMP shall be under no obligation to extend any other dates or deadlines in this Agreement, unless specifically provided for herein.

4. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine with a venue in Androscoggin County at the discretion of the CMP.

5. Entire Agreement.

This Agreement (including any exhibits) constitutes the entire agreement between the parties with respect to this transaction. This Agreement may not be changed or modified except by instrument in writing signed by the parties.

6. Bind and Inure.

The terms, covenants and conditions herein shall bind and inure to the benefit of the successors and assigns of the parties.

7. No Assignment.

Neither party may assign its rights in and to this Agreement without the prior written consent of the other party, except to affiliates of CMP and, furthermore, it is agreed and understood that any merger of CMP with another company shall not be considered an assignment.

8. Severability.

If any section, paragraph, clause or part of this Agreement is found unenforceable, the finding shall not affect the remainder of this Agreement.

9. Headings.

Section headings are solely for means of reference and are not intended to modify, explain or place any construction on any of the provisions of this Agreement.

10. Authority of Parties/Professional Advice.

City and CMP represent, warrant and covenant to each other that they have the full power and authority to perform and comply with the execution and delivery of this Agreement. Further, the persons executing this Agreement on behalf of City and CMP each hereby represent and warrant that he or she has the requisite and necessary authority to execute this Agreement on behalf of such party. City is encouraged to seek information from professionals regarding this Purchase and Sale Agreement, and any specific issue or concern.

11. No Representations or Warranties Outside Agreement/Conduct During Term of Agreement.

CMP agrees that neither City nor its representatives has made any representation regarding the subject matter of this sale, including representations as to the physical nature or condition of the land, the improvements, if any, the fixtures or appurtenances annexed thereto, or the personal property, if any, to be transferred to CMP, except as expressly stated in this Agreement.

City agrees that neither CMP nor its representatives has made any representation regarding the LSS Premises, including representations as to the physical nature or condition of the land, the improvements, if any, the fixtures or appurtenances annexed thereto, or the personal property, if any, to be transferred to City, except as expressly stated in this Agreement.

Furthermore, CMP and City each agree that in performing under this Agreement, each has not and shall not rely upon any statement or information from anyone claiming to represent the other party hereto, and the other party hereto is not and shall not be liable or bound by any such statement and/or information.

City shall reasonably cooperate with CMP in connection with CMP's obtaining any necessary permits, approvals and consents set forth in Article I, Section 5 hereof.

12. Like-Kind Exchange.

City agrees to cooperate with CMP should CMP choose to conduct a like-kind exchange of the City Lot Premises pursuant to Internal Code Section 1031. City agrees to execute any and all documents required by CMP to effectuate the like-kind exchange, provided that (i) City shall not be required to incur any expense due to such cooperation; (ii) CMP agrees to hold City harmless from any claims, liabilities or costs resulting from such an exchange; and (iii) the like-kind exchange shall not cause a delay in the Closing.

13. No Relocation Payment; Release.

Each party acknowledges and agrees that no relocation or similar payments are due to the other party under state or federal law. Each party waives any right to seek relocation payments under state or federal law and releases the other from any liability, claims or causes of action relating to such payments that said party has had, may now have or may have in the future, or otherwise relating to the transfer of the LSS Premises or the City Lot Premises to the other party. Each party further acknowledges that this Agreement represents arm's length transactions, that the party has been represented and advised by counsel, and that such party has entered this Agreement freely and without duress.

14. Memorandum of Agreement.

CMP shall have the right to record in the Androscoggin County Registry of Deeds a customary memorandum of this Option and Agreement Regarding Purchase and Sale of Property in a form and substance reasonably satisfactory to the Parties.

15. Survival of Representations, Warranties, and Obligations.

All obligations of both Parties and provisions of this Agreement which expressly or by their nature survive termination or expiration of this Agreement or the City Lot Premises Closing or the LSS Premises Closing shall continue in full force and effect in accordance with their respective terms subsequent to and notwithstanding such termination, expiration or Closing and until they are satisfied or by their nature expire.

16. Costs.

In any action to enforce the terms of this Agreement, or rights otherwise arising under this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.

17. Option Regarding L. L. Bean Parcel.

(a) In the event that CMP shall have acquired title to the L. L. Bean Parcel and (i) elects not to Close on the City Parcel, City shall have an option to acquire the L. L. Bean Parcel at a purchase price equal to the price paid by CMP to L. L. Bean. The option shall expire within (60) days of CMP's delivery of written notice of said decision to City.

(b) In the event that CMP shall have acquired title to the L. L. Bean Parcel and City Parcel, but has either (i) not commenced construction of a substation on one or both of said parcels by September 20, 2012, or (ii) within said time period, has notified City in writing of its decision not to construct a substation on one or both of said parcels, City shall have an option to acquire the combined parcels at a purchase price equal to the purchase price paid by CMP for the L. L. Bean Parcel plus the amount, if any, paid by CMP for the City Lot Premises. Said option shall expire ninety (90) days following the earlier of (i) the City's receipt of the CMP's written notice of its decision not to construct a substation, (ii) September 20, 2012, or (iii) if CMP has terminated this Agreement, the date of such termination.

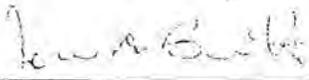
The conveyance of the L. L. Bean Parcel and/or the City Lot Premises shall be on terms and conditions reasonably acceptable to CMP and City; provided that (i) CMP shall be under no obligation to make any representations or warranties with respect to condition of the premises; (ii) the conveyance shall be by Quitclaim Deed with covenants; (iii) any closing shall occur within sixty (60) days of the expiration of the option period; (iv) any costs associated with City shall pay its due diligence, including without limitation any costs for surveys or title examinations; (v) the parties shall pay their own closing costs.

18. City Contingency. If the City is unable to procure financing through issuance of general obligation bonds, then the City shall be relieved of all payment obligations under this Agreement.

SIGNATURES APPEAR TOP OF NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates immediately following their signatures.

City:
CITY OF LEWISTON

By: 
James A. Bennett
City Administrator

Dated 11/8/07

CMP:
CENTRAL MAINE POWER COMPANY

By: _____
Kenneth H. Freye
Manager, Real Estate Services

Dated _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates immediately following their signatures.

City:

CITY OF LEWISTON

By: _____

James A. Bennett
City Administrator

Dated _____

CMP:

CENTRAL MAINE POWER COMPANY

By: 
Stephen G. Robinson

Vice President, Electric Technical Services

Dated 11/8/07

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 18, 2012

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 20

SUBJECT:

Resolve - Communicating the position of the Lewiston City Council to the Maine Turnpike Authority regarding the Gould Road Old Lisbon Road intersection.

INFORMATION:

The purpose of this item is to determine the Council's recommendation to the Maine Turnpike Authority regarding the proposed work at the Gould Road and Old Lisbon Road intersection. A survey was conducted of area residents and a Council workshop was also held on this issue. Please see the attached memorandum from City Administrator Barrett for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve communicating the position of the Lewiston City Council to the Maine Turnpike Authority regarding the Gould Road Old Lisbon road intersection.



City of Lewiston Maine
City Council Resolve
September 18, 2012



Resolve, Communicating the Position of the Lewiston City Council to the Maine Turnpike Authority Regarding the Gould Road Old Lisbon Road Intersection.

Whereas, the Maine Turnpike Authority is undertaking a project to replace the Old Lisbon Road Bridge over the turnpike ; and

Whereas, as an element of that project, the nearby intersection of Gould and Old Lisbon was reviewed and it was determined that its current alignment does not meet current sight distance standards; and

Whereas, three alternatives have been identified including retaining the current alignment; designating the portion of Gould closest to Old Lisbon as one-way; and dead-ending Gould before its intersection with Old Lisbon; and

Whereas, the MTA has requested that the City identify its preferred option in a timely manner to ensure that design of the bridge replacement project can be completed in time to allow for construction next year; and

Whereas, Sixty-four property owners in the area were contacted, provided with an explanation of the 3 potential options, and asked their preferences; and

Whereas, Twenty-eight (44%) property owners responded to the survey with 15 favoring the current alignment, 11 favoring one-way, and 2 favoring a dead-end; and

Whereas, the City Council held a workshop to review this information and to allow interested parties to express their opinion;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

The proposed MTA option to designate the Old Lisbon Road end of Gould Road one-way is the preferred option and this shall be communicated to the Maine Turnpike Authority for purposes of completing the design of the Old Lisbon Road bridge project.

POTENTIAL AMENDMENTS

Retain Status Quo

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

The proposed MTA option to retain the current alignment of the Gould Road Old Lisbon Road intersection is the preferred option and this shall be communicated to the Maine Turnpike Authority for purposes of completing the design of the Old Lisbon Road bridge project.

Dead-End Gould Road

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

The proposed MTA option to dead-end Gould Road prior to its intersection with the Old Lisbon Road is the preferred option and this shall be communicated to the Maine Turnpike Authority for purposes of completing the design of the Old Lisbon Road bridge project.



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



September 13, 2012

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Gould Road Old Lisbon Road Intersection

The Maine Turnpike Authority made a presentation at a Council workshop on June 19th regarding a project to replace the Old Lisbon Road bridge over the Turnpike. Part of the presentation dealt with the intersection of Gould and Old Lisbon Roads adjacent to the bridge. The current intersection does not meet safety standards because drivers approaching the intersection on Gould Rd have limited site distance to the left to see oncoming vehicles on Old Lisbon Rd.

The MTA identified three alternatives and approached property owners in the regarding them. Sixty-four property owners were contacted, provided with an explanation of the 3 potential options, and asked their preferences. Twenty-eight (44%) responded to the survey as follows:

- 11 favored Option 1 -- making Gould Rd a one-way road from Old Lisbon to the turn (2-way from Lisbon St to the turn)
- 2 respondents favored Option 2 -- making Gould Rd a dead-end street
- 15 respondents favored Option 3 -- maintaining 2-way travel on Gould Rd (essentially doing nothing and accepting the decreased sight distance)

The Police Department reports one accident at this intersection in the last year.

MTA recommends Option 1 to address the safety issues involved with the intersection.

A workshop on this item was held on September 11th to allow interested parties to attend and express their views. At that time, members of the Council discussed their preferred option while recognizing that additional information regarding liability and other issues might influence the final choice. The predominant view expressed supported the one-way option. A resolve to that effect is attached. Recognizing the divergent opinions expressed, I have also attached amendments that could be made to select either of the other two options.

The City Attorney has been requested to address the issue of potential city liability related to the now known design shortcoming of the intersection.

MTA would appreciate a timely decision on the City's preferred option so that it can continue with design development and hopefully begin construction next spring.