

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
FEBRUARY 19, 2013**

**7:00 p.m. Regular Meeting**

Pledge of Allegiance to the Flag.  
Moment of Silence.

Lewiston Youth Advisory Council Update

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 5.

**REGULAR BUSINESS:**

1. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for The Cage, 97 Ash Street.
2. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Sea Asian Bistro, 40 East Avenue.
3. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Bernie's Bar & Grill, 1065 Sabattus Street.
4. Public Hearing and Final Passage regarding an amendment to the Parks & Recreation Ordinance and the Animals Ordinance regarding the renaming of Pierce Street Park to the Mark W. Paradis Park.
5. Condemnation Hearing for the building located at 93 Knox Street.
6. Condemnation Hearing for the building located at 139 Bartlett Street.
7. Resolve regarding the Adoption of the Fiscal Year 2014 Lewiston Five-Year Capital Improvement Program.
8. Order Authorizing the City Administrator to execute a revised lease agreement with Casella Recycling, LLC to allow the construction and operation of a Recycling Materials Processing Facility at the City's Solid Waste Facility on River Road.
9. Order Authorizing acceptance of property per the Joint Development Agreement for Stormwater Ponds 1 & 2 as part of the Gendron Park Development.
10. Resolve authorizing the Friends of Pettingill to solicit and raise funds for the proposed Pettingill Park.
11. Order taking possession of the property located at 147 Sabattus Street as a result of a matured tax lien.
12. Annual appointment for the Lewiston-Auburn Railroad Company Board of Directors.
13. Reports and Updates.
14. Any other City Business Councilors or others may have relating to Lewiston City Government.

**LEWISTON CITY COUNCIL**  
**MEETING OF FEBRUARY 19, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for The Cage, 97 Ash Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from The Cage, 97 Ash 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 owners have 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.

*ETAS/KMM*

**REQUESTED ACTION:**

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

To grant a Special Amusement Permit for Live Entertainment to The Cage, 97 Ash Street.

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

Date of Application: 2-30-13 Expiration Date: 2/16/2014 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: The Cage Business Phone: 207 783-0668

Location Address: 97-99 Ash St. Lewiston

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

Mailing Address: 97 Ash St. Lewiston, Maine 04240

Contact Person: Randall Collins Home Phone: 207 576 3668

Owner of Business: The Cage Inc Date of Birth: \_\_\_\_\_

Address of Owner: 97 Ash St. Lewiston, Maine 04240

Manager of Establishment: Randall Collins Date of Birth: 2-24-52

Owner of Premises (landlord): ROP INC

Address of Premises Owner: 97 Ash St. Lewiston, Maine 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): \_\_\_\_\_

The Cage 97 Ash St. Lewiston, Maine 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: \_\_\_\_\_

Food

Beer

Liquor

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

Corporation Name: The Cage Inc

Corporation Mailing Address: 97 Ash St. Lewiston, Maine 04240

Contact Person: Randall Collins Phone: 578-3668

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? ~~\_\_\_\_\_~~ up stairs 7

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: Randall Collins Title: Prop Date: 2-4-13

Printed Name: Randall J. Collins

\*\*\*\*\*

Sent to Code Enforcement: \_\_\_\_\_ Need reply by: \_\_\_\_\_ Approved: \_\_\_\_\_

Sent to Police & Fire: \_\_\_\_\_

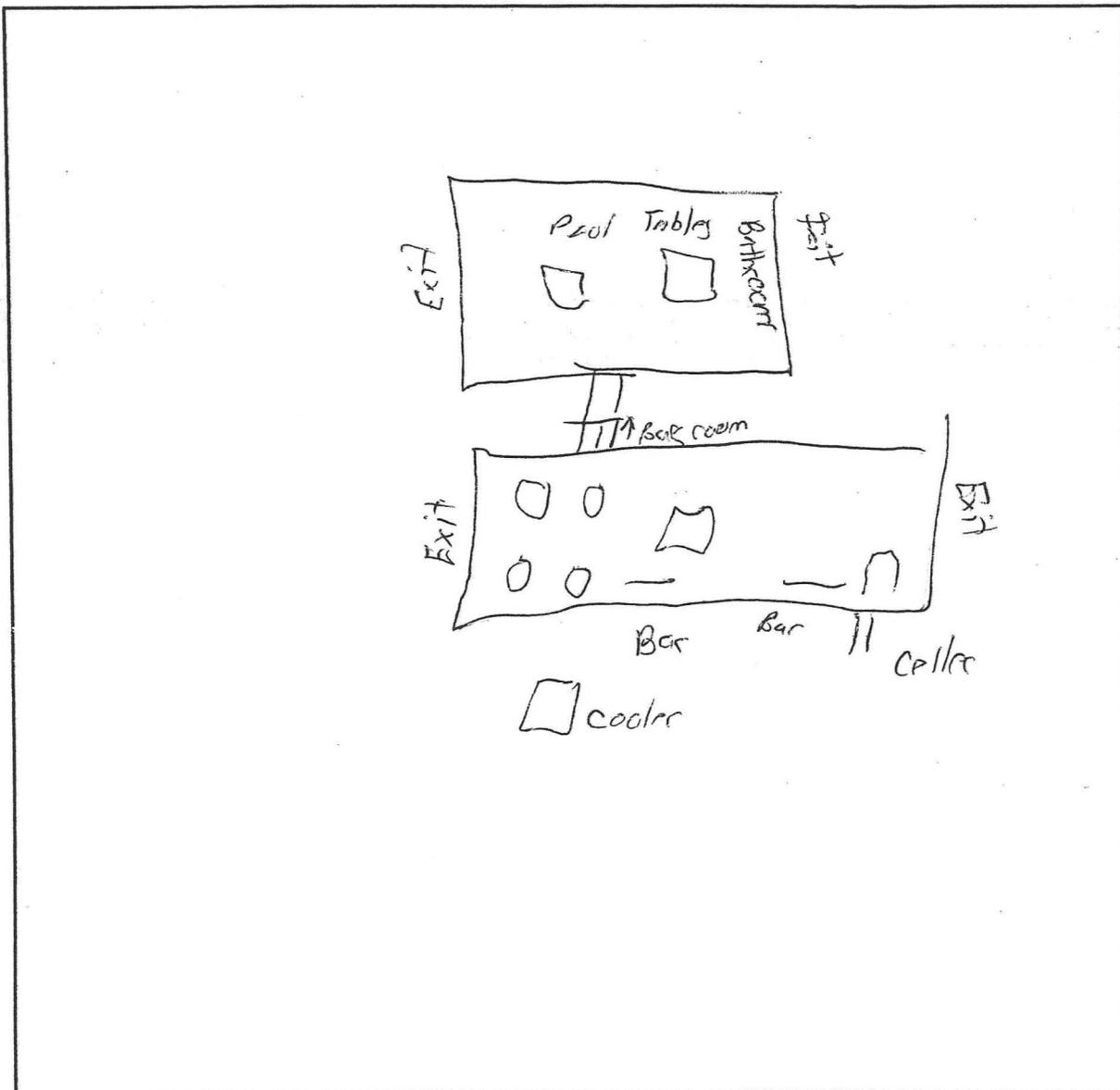
\*\*\*\*\*

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

Exact corporate name: The Cage Inc

Date of incorporation: 1999

State in which you are incorporated: Maine

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
Randall Collins	Lewiston, Maine	2-24-52	34%	Pres
Denis Webster	Sebattus Major	3-26-69	33%	V-P
Paul Collins	Deepwater, N.S.	4-27-64	33%	Treasurer

6. What is the amount of authorized stock? 100 Outstanding stock? 0

7. Is any principal officer of the corporation a law enforcement official? No

Dated at Lewiston on 1-31-13  
City or Town Date

Randall Collins  
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: January 4, 2013

RE: Liquor License/Special Amusement Permit – **The Cage**

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

**The Cage**  
**97-99 Ash St.**



---

171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007  
[www.lewistonpd.org](http://www.lewistonpd.org)



*Professionalism*

*Integrity*

*Compassion*

*Dedication*

*Pride*

*Dependability*

**LEWISTON CITY COUNCIL**  
**MEETING OF FEBRUARY 19, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Sea Asian Bistro, 40 East Avenue.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Sea Asian Bistro, 40 East Avenue.

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.

*EAAB/KMM*

**REQUESTED ACTION:**

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

To grant a Special Amusement Permit for Live Entertainment to Sea Asian Bistro, 40 East Avenue.

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

Date of Application: Jan 29 2013 Expiration Date: Feb 16 2013 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: Sea Aslan Bistro Inc Business Phone: 207-795-6888

Location Address: 40 East Ave Lewiston ME 04240

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

Mailing Address: 40 East Ave Lewiston ME 04240

Contact Person: Franki Tam Home Phone: 917-969-6306

Owner of Business: Sai Qin Dong Date of Birth: 4/15/1983

Address of Owner: 36 Pineland Street Lewiston ME 04240

Manager of Establishment: Franki Tam Date of Birth: Nov 25 1977

Owner of Premises (landlord): Qi Zi zheng

Address of Premises Owner: \_\_\_\_\_

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: \_\_\_\_\_



CITY OF LEWISTON, MAINE  
Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

Exact corporate name: Sea Asian Bistro Inc.

Date of incorporation: Feb 24 2012

State in which you are incorporated: Maine

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:

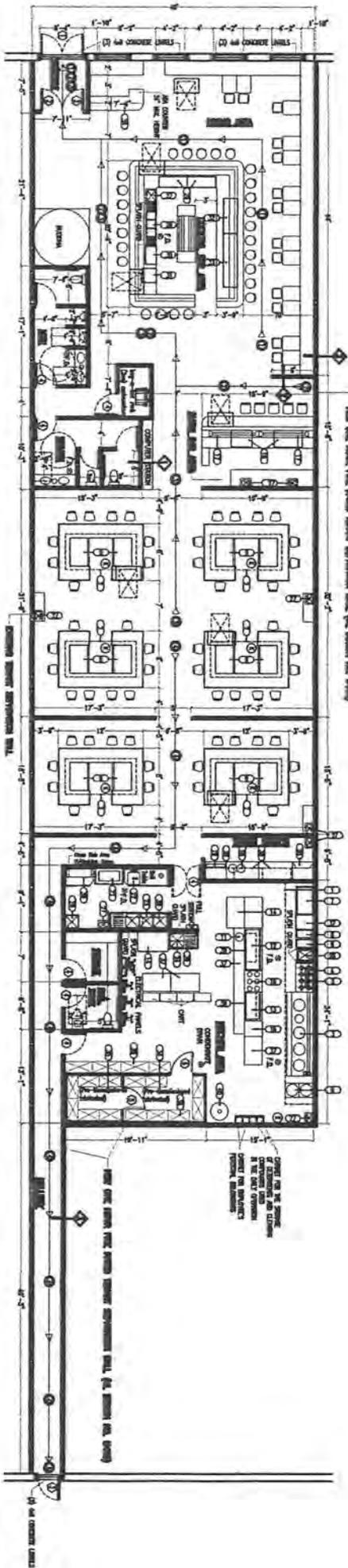
NAME	ADDRESS . . . . . PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
Sai Qi Dong	36 Pine land St Lewiston ME 04240	4/15/83	100%	owner

6. What is the amount of authorized stock? \_\_\_\_\_ Outstanding stock? \_\_\_\_\_

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

Dated at \_\_\_\_\_ on \_\_\_\_\_  
City or Town Date

\_\_\_\_\_  
SIGNATURE OF DULY AUTHORIZED OFFICER



**FLOOR PLAN**  
**SEA ASIAN BISTRO**  
 40 EAST AVE.  
 LEWISTON, ME 04240

SCALE 1/8" = 1'-0"

NOTE: THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NFPA 72 CODE.

NOTE: THE FIRE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NFPA 72 CODE.



## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: January 4, 2013

RE: Special Amusement Permit – **Sea Asian Bistro Inc.**

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

**Sea Asian Bistro Inc.**  
**40 East Ave.**



---

171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007  
[www.lewistonpd.org](http://www.lewistonpd.org)



*Professionalism*

*Integrity*

*Compassion*

*Dedication*

*Pride*

*Dependability*

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 19, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for *Barnie's Bar & Grill*, 1065 Sabattus Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from *Barnie's Bar & Grill*, 1065 Sabattus 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.

*BAR/KMM*

**REQUESTED ACTION:**

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

To grant a Special Amusement Permit for Live Entertainment to *Barnie's Bar & Grill*, 1065 Sabattus Street.

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

Date of Application: 2/12/13 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: BARNIE'S BART GRILL Business Phone: 786-3006

Location Address: 1065 SABATHUS ST., LEWISTON, ME 04240

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

Mailing Address: SAME

Contact Person: ROSEANN KNIGHTLY Home Phone: 576-9627

Owner of Business: BARNIE'S BART GRILL, INC Date of Birth: \_\_\_\_\_

Address of Owner: 1065 SABATHUS ST, LEWISTON, ME 04240

Manager of Establishment: ROSEANN KNIGHTLY Date of Birth: 11/17/59

Owner of Premises (landlord): VICDOT LLC

Address of Premises Owner: 401 COLLEGE RD, LEWISBURG 04236

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): \_\_\_\_\_

BARNIE'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: BANNI'S BAR & GRILL, INC

Corporation Mailing Address: 1065 SABATHUS ST, LEWISTON, ME

Contact Person: ROSEANN KNIGHTLY Phone: 576-9627

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? 200'

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list Juke Box
- 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: Roseann Knightly Title: Treasurer Date: 2/12/13

Printed Name: ROSEANN KNIGHTLY

\*\*\*\*\*

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: BARNE'S BAR & GRILL INC.
- 2. Date of incorporation: 2/06
- 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
Roseann Knightly	Lewiston	11/17/59	50	Treasurer
John Conde	Lewiston	03/27/52	50	PRES.

- 6. What is the amount of authorized stock? low Outstanding stock? \_\_\_\_\_
- 7. Is any principal officer of the corporation a law enforcement official?  
NO

Dated at Lewiston on \_\_\_\_\_  
City or Town Date

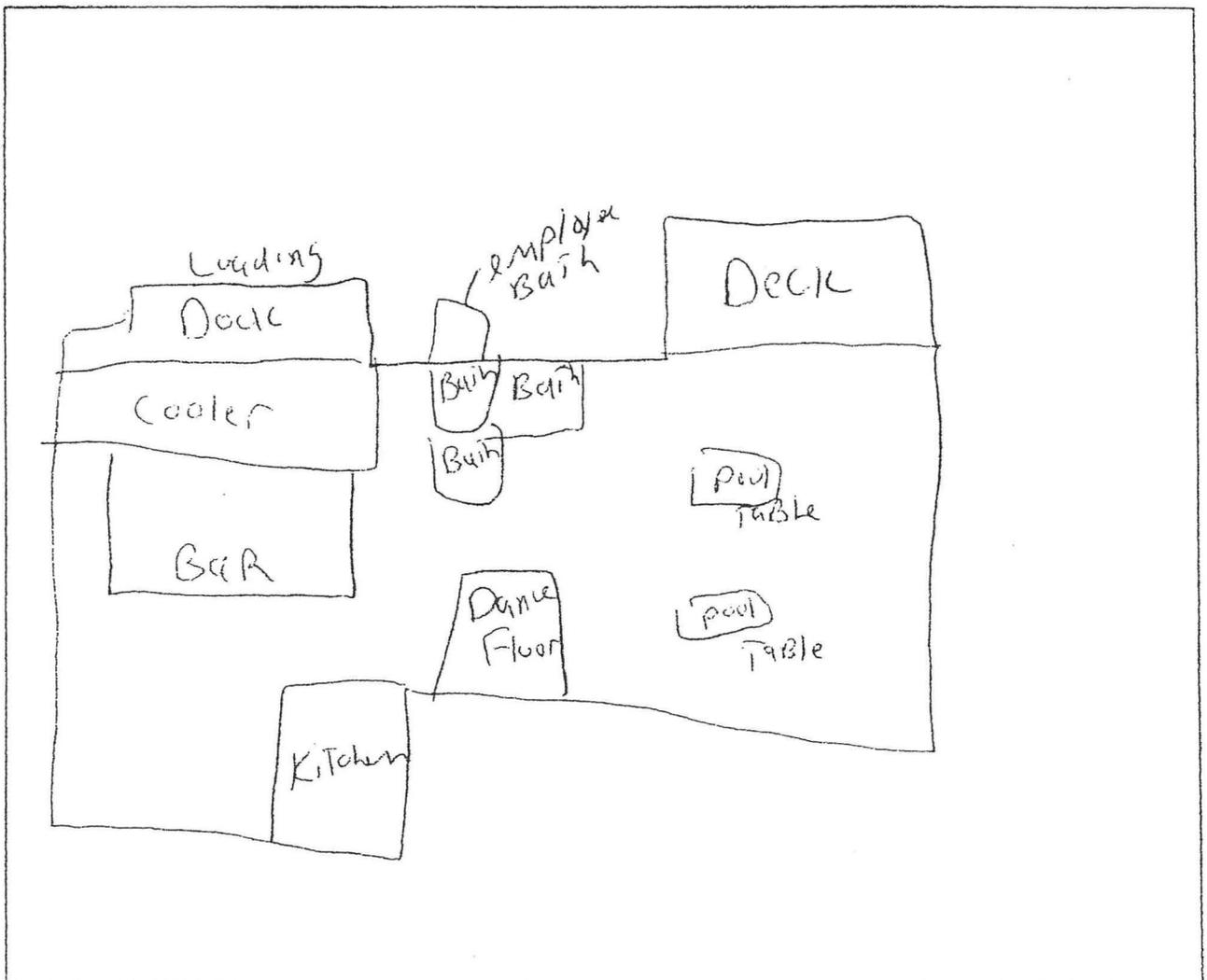
Roseann Knightly 2.12.13  
SIGNATURE OF DULY AUTHORIZED OFFICER



## SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division 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 including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.





## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: February 1, 2013

RE: Liquor License/Special Amusement Permit – **Barnie's Bar & Grill**

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

**Barnie's Bar & Grill**  
**1065 Sabattus Street**



---

171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007  
[www.lewistonpd.org](http://www.lewistonpd.org)



*Professionalism*

*Integrity*

*Compassion*

*Dedication*

*Pride*

*Dependability*

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 19, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Public Hearing and Final Passage regarding an amendment to the Parks & Recreation Ordinance and the Animals Ordinance regarding the renaming of Pierce Street Park to the Mark W. Paradis Park.

**INFORMATION:**

Attached are proposed amendments to the Parks & Recreation Ordinance and the Animals Ordinance regarding the name change of Pierce Street Park to Mark W. Paradis Park and a housekeeping item to eliminate references to the Multi-Purpose Center playground since it is now the Longley School playground.

The Council approved a Resolve during a previous meeting to formally change the name of Pierce Street Park to name it after former City Councilor Mark Paradis. This agenda item incorporates these changes into the Ordinance.

Note: Underlines are additions and strike-outs are ~~deletions~~.

**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
---	---	---	---	---	---	---	---

That the proposed amendments to the City Code of Ordinances, Chapter 54 "Parks and Recreation" and Chapter 14 "Animals" regarding the renaming of Pierce Street Park and the Multi-Purpose Center playground, receive final passage by a roll call vote.

## AN ORDINANCE PERTAINING TO CITY PARKS

### THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 54 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

#### CHAPTER 54

#### PARKS AND RECREATION

##### **Sec. 54-7. Unlawful to be in the following city parks during certain hours; exception.**

It shall be unlawful for any person to be or remain in Chasey Park, Franklin Pasture Athletic Complex, Gaslight Park, Judge Armand A. Dufresne, Jr. Plaza, a section of Kennedy Park bounded by Spruce Street, Park Street, and the extension of Chestnut Street to Bates Street, Knox Street Park, Leeds Park, Lewiston Athletic Park, Lincoln Street Boat Launch and Park, Lionel Potvin Park, Marcotte Park, Mark W. Paradis Park, Mayher Park, ~~Multi-Purpose Center playgrounds~~, ~~Pieree Street Park~~, Randall Road Softball Complex, Raymond Park, Ricker Park, Simard-Payne Police Memorial Park, Smiley Park, St. Mary's playground (Oxford Street), Sunnyside Park and Veterans Memorial Park in the city between the hours of 9:00 p.m. and 5:00 a.m., unless such person is in lawful employment, participating in a program or activity sponsored or authorized by the city.

##### **Sec. 54-8. Public drinking of alcoholic beverages prohibited.**

(a) *Definitions.* As used in this section, the following terms have the following meanings:

*Public park, playground or recreational facility* means any of the following city-owned or operated public fields, parks, playgrounds and recreational facilities:

- Chasey Park;
- Child's Park;
- Couture Park;
- Farwell School grounds;
- Franklin Pasture Athletic Complex;
- Gaslight Park;
- Holy Family athletic field;
- Judge Armand A. Dufresne, Jr. Plaza;
- Kennedy Park;
- Knox Street Park;
- Leeds Park;

Lewiston Athletic Park;  
Lewiston Memorial Armory;  
Lincoln Street Boat Launch and Park;  
Lionel Potvin Park;  
Longley School grounds;  
Marcotte Park;  
Mark W. Paradis Park  
Martel School grounds;  
Mayer Park;  
McMahon School grounds;  
Montello School grounds;  
~~Multi-Purpose Center grounds;~~  
Pettengill School grounds;  
~~Pierce Street Park;~~  
Randall Road Softball Complex;  
Raymond Park;  
Ricker Park;  
Simard-Payne Police Memorial Park;  
Smiley Park;  
St. Mary's playground (Oxford Street);  
Sunnyside Park;  
Veterans Memorial Park.

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

**AN ORDINANCE PERTAINING TO CITY PROPERTY**

**THE CITY OF LEWISTON HEREBY ORDAINS:**

Chapter 14 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

**CHAPTER 14**

**ANIMALS**

**ARTICLE IX. PUBLIC LANDS, PARKS AND PLAYGROUNDS: CONTROL OR PROHIBITION OF DOMESTIC ANIMALS**

**DIVISION 2. CITY PROPERTY**

**Sec. 14-39. Parks, cemeteries, playgrounds and athletic fields.**

- (c) All domestic animals shall not be permitted in the following public parks and playground areas: Lionel Potvin Park, St. Mary's Playground (Oxford Street), Marcotte Park playground area, Kennedy Park playground area, ~~Pieree Street Park~~, Knox Street Playground, Mark W. Paradis Park, River Valley basketball courts and Sunnyside Park playground area.

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

# LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 19, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Condemnation Hearing for the building located at 93 Knox Street.

**INFORMATION:**

The City has begun the process for condemnation of the property at 93 Knox Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

The agenda background material pertains to the condition of this property. The City Attorney will be present on Tuesday evening to assist the City Council with the condemnation hearing and to advise accordingly.

**PLEASE NOTE - The background material for this agenda item is included in a separate binder that was distributed with the meeting agenda binder.**

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EARBKmm*

**REQUESTED ACTION:**

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

1) To conduct a hearing to determine if the building located at 93 Knox Street has meet the dangerous building statutes as defined in Title 17, sec. 2851 et all.

*If it is determined that the building does meet the dangerous building criteria, then the Council is asked :*

2) With regard to the property at 93 Knox Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

LEWISTON CITY COUNCIL MEETING  
FEBRUARY 19, 2013  
DANGEROUS BUILDINGS HEARINGS  
93 KNOX STREET  
139 BARTLETT STREET  
CITY OF LEWISTON PLANNING DEPARTMENT EXHIBITS

93 Knox Street

# Ownership Documents

(SPACE ABOVE RESERVED FOR RECORDING INFORMATION)

**WARRANTY DEED  
JOINT TENANCY  
Maine Statutory Short Form**

MAINE REAL ESTATE  
TRANSFER TAX PAID

*KNOW ALL MEN BY THESE PRESENTS*, That We, **PHILIP A. BOBROW** of Warren, Washington County, State of Vermont, and **JOANNE P. BOBROW** of Cumberland, Cumberland County, State of Maine for consideration paid, grant to **JENNIFER L. WATKINS** and **SEAN WATKINS**, both having a mailing address of P.O. Box 7101, Lewiston, ME 04240, with **WARRANTY COVENANTS**, as *JOINT TENANTS*, the land in Lewiston, in the County of Androscoggin and State of Maine, described as follows:

A certain lot or parcel of land, with the buildings thereon, situated in the City of Lewiston, County of Androscoggin and State of Maine, bounded and described as follows:

COMMENCING at a point on the westerly line of Knox Street one hundred (100) feet southerly from Maple Street at the southeasterly corner of land conveyed by the Franklin Company to Lene Dionne by Deed No. 968, dated June 20, 1892;

THENCE running westerly at a right angle by the southerly line Lene Dionne's land and land now or formerly of the Franklin Company one hundred (100) feet;

THENCE southerly at a right angle twenty-five (25) feet;

THENCE easterly at a right angle one hundred (100) feet to said westerly line of Knox Street;

THENCE northerly by said westerly line of Knox Street twenty-five (25) feet to the point of beginning and being the northerly half of a certain lot of land conveyed by the Franklin Company to Patrick McGillicuddy by deed January 30, 1896.

Meaning and intending to convey the same premises conveyed to Philip A. Bobrow and Joanne P. Bobrow by virtue of a deed from Paul Labbe, Jr. dated December 19, 2003 and recorded in the Androscoggin Registry of Deeds in Book 5749, Page 272.

WITNESS our hands this 16<sup>th</sup> day of November, 2006.



[Signature]  
Witness

Philip A. Bobrow by Joanne P. Bobrow POA  
Philip A. Bobrow, by Joanne P. Bobrow  
under Power of Attorney dated October 24,  
2006 and to be duly recorded in the  
Androscoggin Registry of Deeds.

[Signature]  
Witness

[Signature]  
Joanne P. Bobrow

STATE OF MAINE  
CUMBERLAND, ss

November 16, 2006

Personally appeared the above named Joanne P. Bobrow and acknowledged the foregoing instrument to be her free act and deed and her free act and deed in her said capacity.

Before me,

[Signature]  
Notary Public/Attorney-at-Law

After recording return to:

Jennifer L. Watkins

P.O. Box 7101

Lewiston, ME 04240

FRANCIS L. DUMAIS JR.  
MY COMMISSION EXPIRES APRIL 1, 2010

z~dnvc/merid62/dccd/sbr

ANDROSCOGGIN COUNTY  
Tina K. Charnock  
REGISTER OF DEEDS

Notice of Hearing  
Certificates of Service

**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Jennifer & Sean Watkins  
172 Fairway Drive  
Auburn, Maine 04210

Capital One Bank (USA) N.A.  
1680 Capital One Drive  
McLean, Virginia 22101

OneWest Bank FSB  
888 East Walnut Street  
Pasadena, California 91101

National City Bank  
c/o PNC Bank, National Association  
One PNC Plaza, 249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222

**93 KNOX, LEWISTON, MAINE**

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

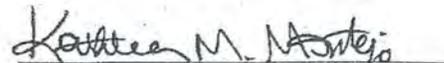
February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 93 Knox Street, Lewiston, Maine, identified as Lot 273 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6979, Page 215, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

Dated: January 15, 2013

  
Kathleen M. Montejo, City Clerk

SEAL

EXHIBIT B

93 Knox 000003

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 15, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

  
\_\_\_\_\_  
Notary Public / Attorney at Law

KELLY J. MERCIER  
Notary Public, Maine  
My Commission Expires September 11, 2018

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

Signatures

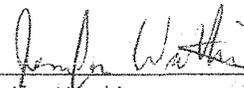
CITY OF LEWISTON  
CITY COUNCIL

ACKNOWLEDGEMENT OF SERVICE

NOTICE OF HEARING PURSUANT TO 17 M.R.S. §§ 2851-59  
93 KNOX STREET, LEWISTON, MAINE

Due and sufficient service of the Notice of Hearing Pursuant to 17 M.R.S. §§ 2851-59 for 93 Knox Street in Lewiston, Maine is hereby acknowledged for and on behalf of Jennifer Watkins and Sean Watkins. All formal service of process is hereby waived.

Dated: January 28, 2013

  
\_\_\_\_\_  
Jennifer Watkins

Dated: January 28, 2013

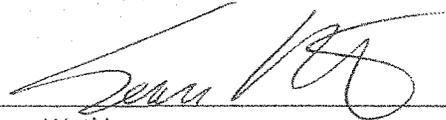
  
\_\_\_\_\_  
Sean Watkins

EXHIBIT C

**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Jennifer & Sean Watkins  
172 Fairway Drive  
Auburn, Maine 04210

Capital One Bank (USA) N.A.  
1680 Capital One Drive  
McLean, Virginia 22101

OneWest Bank FSB  
888 East Walnut Street  
Pasadena, California 91101

National City Bank  
c/o PNC Bank, National Association  
One PNC Plaza, 249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222

**93 KNOX, LEWISTON, MAINE**

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

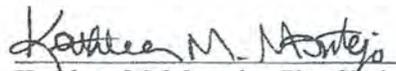
February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 93 Knox Street, Lewiston, Maine, identified as Lot 273 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6979, Page 215, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

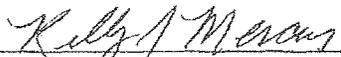
Dated: January 15, 2013

  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 15, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

  
\_\_\_\_\_  
Notary Public / Attorney at Law

KELLY J. MERCIER  
Notary Public, Maine  
My Commission Expires September 11, 2018

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING  
Pursuant to 17 M.R.S. §§ 2851-59  
93 Knox Street, Lewiston, Maine  
Dangerous Buildings

On January 22<sup>nd</sup>, 2013, I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, on OneWest Bank FSB as follows:

OneWest Bank FSB  
888 East Walnut Street  
Pasadena, California 91101

Costs of Service:

Service:	\$ <u>50.00</u>
Travel:	\$ <u>-</u>
Postage:	\$ <u>-</u>
Other:	\$ <u>-</u>
 TOTAL:	 \$ <u>50.00</u>

  
\_\_\_\_\_  
Signature ISAURA FLORES, PS. 6720

KMS PROCESS SERVERS  
Agency

EXHIBIT D

**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Jennifer & Sean Watkins  
172 Fairway Drive  
Auburn, Maine 04210

Capital One Bank (USA) N.A.  
1680 Capital One Drive  
McLean, Virginia 22101

OneWest Bank FSB  
888 East Walnut Street  
Pasadena, California 91101

National City Bank  
c/o PNC Bank, National Association  
One PNC Plaza, 249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222

**93 KNOX, LEWISTON, MAINE**

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

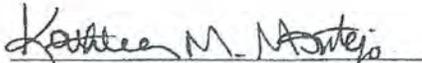
February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 93 Knox Street, Lewiston, Maine, identified as Lot 273 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6979, Page 215, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

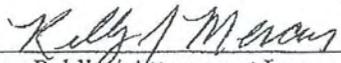
Dated: January 15, 2013

  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 15, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

  
\_\_\_\_\_  
Notary Public / Attorney at Law

 KELLY J. MERCIER  
Notary Public, Maine  
My Commission Expires September 11, 2018

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

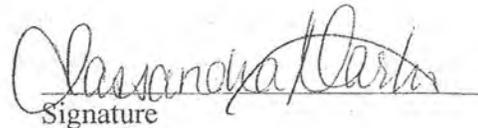
NOTICE OF HEARING  
Pursuant to 17 M.R.S. §§ 2851-59  
93 Knox Street, Lewiston, Maine  
Dangerous Buildings

On January 22, 2013, I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, on National City Bank as follows:

National City Bank  
c/o PNC Bank, National Association  
One PNC Plaza, 249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222

Costs of Service:

Service: \$ \_\_\_\_\_  
Travel: \$ \_\_\_\_\_  
Postage: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
  
TOTAL: \$ \_\_\_\_\_

  
Signature

Empire Investigations, LLC  
Agency

EXHIBIT E

93 Knox 000011

**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Jennifer & Sean Watkins  
172 Fairway Drive  
Auburn, Maine 04210

Capital One Bank (USA) N.A.  
1680 Capital One Drive  
McLean, Virginia 22101

OneWest Bank FSB  
888 East Walnut Street  
Pasadena, California 91101

National City Bank  
c/o PNC Bank, National Association  
One PNC Plaza, 249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222

**93 KNOX, LEWISTON, MAINE**

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

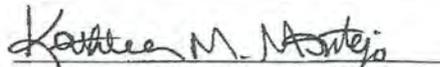
February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 93 Knox Street, Lewiston, Maine, identified as Lot 273 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6979, Page 215, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

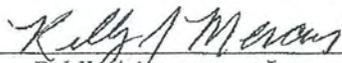
Dated: January 15, 2013

  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 15, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

  
\_\_\_\_\_  
Notary Public / Attorney at Law

KELLY J. MERCIER  
Notary Public, Maine  
My Commission Expires September 11, 2018

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

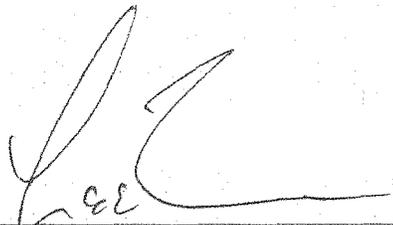
NOTICE OF HEARING  
Pursuant to 17 M.R.S. §§ 2851-59  
93 Knox Street, Lewiston, Maine  
Dangerous Buildings

On January 24, 2013, I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, on Capital One Bank (USA) N.A. as follows:

Capital One Bank (USA) N.A.  
1680 Capital One Drive  
McLean, Virginia 22101

Costs of Service:

Service: \$ \_\_\_\_\_  
Travel: \$ \_\_\_\_\_  
Postage: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_  
  
TOTAL: \$ \_\_\_\_\_

  
\_\_\_\_\_  
Signature

J.M. and Associates  
Agency

EXHIBIT F

**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Jennifer & Sean Watkins  
172 Fairway Drive  
Auburn, Maine 04210

Capital One Bank (USA) N.A.  
1680 Capital One Drive  
McLean, Virginia 22101

OneWest Bank FSB  
888 East Walnut Street  
Pasadena, California 91101

National City Bank  
c/o PNC Bank, National Association  
One PNC Plaza, 249 Fifth Avenue  
Pittsburgh, Pennsylvania 15222

**93 KNOX, LEWISTON, MAINE**

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

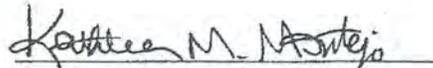
February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 93 Knox Street, Lewiston, Maine, identified as Lot 273 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6979, Page 215, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

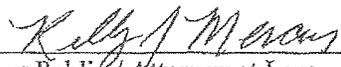
Dated: January 15, 2013

  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 15, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

  
\_\_\_\_\_  
Notary Public / Attorney at Law

KELLY J. MERCIER  
Notary Public, Maine  
My Commission Expires September 11, 2018

City  
Correspondence

**CITY OF LEWISTON  
CODE ENFORCEMENT  
CITY BUILDING  
27 PINE STREET  
LEWISTON, MAINE 04240  
(207) 513-3125 EXT. 3216  
NOTICE OF CONDEMNATION/PLACARDING  
VIA FIRST CLASS & CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
POSTED AT SITE**

December 6, 2012

Jennifer L. Watkins  
Sean Watkins  
P.O. Box 7101  
Lewiston, Maine 04240

One West Bank, FSB  
888 East Walnut Street  
Pasadena, California 91101

RE: 93 Knox Street  
Map: 196 Parcel: 273

Dear Owners:

An inspection conducted on December 6, 2012 by Corporal Jeffrey Baril Code Enforcement Officer/Police Officer and myself found that the building at 93 Knox Street is vacant and has suffered severe deterioration, damage and vandalism making it unfit for occupancy due to violation(s) of the provisions of Chapter 18, Article III, International Property Maintenance Code, Sections 18-51 and 18-52, as per The Code of Ordinances of the City of Lewiston hereafter referred to as the (Code). The violations include but are not limited to the following: The building is without required utilities and facilities for habitation and is a dangerous structure.

I hereby condemn and placard the building and property at 93 Knox Street as being unfit for occupancy pursuant to and in accordance with Chapter 18, Article III, International Property Maintenance Code, Sections 18-51 and 18-52, IPMC-108.1 et seq, IPMC-109.1 et seq, IPMC-110.1 et seq, , IPMC-302.1 et seq, IPMC-304.1 et seq, IPMC-305.1 et seq, IPMC-306.1 et seq, IPMC-402.2 et seq, IPMC-504.1 et seq, IPMC-505.1 et seq,, IPMC-506.1 et seq, IPMC-602.1 et seq, IPMC-603.1 et seq, IPMC-604.1 et seq, IPMC-605.1 et seq, IPMC-703.1 et seq and IPMC-704.1 et seq of the Code of Ordinances of the City of Lewiston. You are hereby ordered to ensure this building is maintained secured from unauthorized entry. You are to make substantial repairs, with all appropriate permits issued by this office, or to demolish this building, leaving the property in manner to the satisfaction of this office by no later than **February 1, 2013.**

The City of Lewiston may order the demolition of this building pursuant to the provisions of the Maine Revised Statutes, Title 17, Chapter 91, Subchapter 4, Dangerous Buildings, Section § 2851, if the building is not maintained secured or is a threat to public safety and a nuisance.

EXHIBIT G

93 Knox 000017

The above-mentioned property will be placarded and may not be re-occupied until proper abatement of all violations and rehabilitation has been completed. An inspection shall be conducted to confirm compliance. At such time the condemnation order and placarding shall be discontinued pursuant to the above referenced Code Section IPMC-108.4.1 stating "the code official shall remove the condemnation and placarding whenever the defect or defects upon which the Condemnation and Placarding were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code."

Your prompt attention to this matter is advised to avoid legal action. It is our sincere desire to work with you in devising an implementation schedule for the correction of these conditions. Please contact this office immediately if circumstances do not permit the timely compliance with this order and abatement of the violations or if you have any questions regarding this matter.

In the event that you do not comply with this order, this office may issue a citation pursuant to Chapter 50, Article II, and Section 50-36 thru 50-51 of the aforementioned Code. Said citation shall require you to pay a penalty of one hundred and ten dollars (\$110.00) for the first citation and you will be reordered to abate the outstanding violations in the previous Notices and Orders. In the event that you do not comply with the first citation, additional citations may be issued. The second citation imposes a civil penalty of two hundred and twenty five dollars (\$225.00), the third is four hundred and twenty five dollars (\$425.00), the fourth and subsequent citations are eight hundred and fifty dollars (\$850.00), and penalties are cumulative. In the future, if any of the above violations are repeated, you are not entitled to receive any further notification, and this office may serve you with a citation.

In lieu of or in addition to the issuance of citations, this office may initiate a land use complaint pursuant to Rule 80-K of the Maine Rules of Civil Procedure and 30-A M.R.S.A. § 4452 et seq. and § 3758-A et seq. as amended. A judgment from such a lawsuit in the City's favor will result in a court order that any violations be abated, the imposition of a fine of up to two thousand, five hundred dollars (\$2,500.00) per violation, per day, the payment of court costs and the City's legal fees.

You may appeal this order and request a hearing before the Lewiston Board of Appeals by filing a written petition at the office of the Director of Planning and Code Enforcement within ten (10) days of receipt of this notice. This petition shall be submitted on a form provided by this office along with the one hundred and fifty dollar (\$150.00) appeal fee. Should you fail to appeal you will be barred from any opportunity to contest or challenge the terms of this Notice and Order in any further legal proceedings.

If you sell, transfer or lease this property, you must notify the grantee, mortgagee, transferee, or lessee of any outstanding code violations pursuant to Section IPMC-107.6 of the Property Maintenance Code. You must also furnish this office with a signed notarized statement from the grantee, mortgagee, transferee or lessee acknowledging receipt of any orders or notices and fully accepting responsibility for the abatement of said violations.

Sincerely,



Thomas E. Maynard  
Code Enforcement Officer/Constable

c: Gildace J. Arsenault, Director of Planning & Code Enforcement  
The City of Lewiston is an EOE. For more information, please visit our website @ [www.ci.lewiston.me.us](http://www.ci.lewiston.me.us) and click on the Non-Discrimination Policy

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*  
 For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage \$	Certified Fee	Postmark Here
	Return Receipt Fee (Endorsement Required)	
	Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$		

Sent To: **ONE WEST BANK, FSB**  
 Street, or PO: **888 EAST WALNUT STREET**  
 City, ST: **PASADENA, CA 91101**

7010 3090 0000 0606 0702

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**ONE WEST BANK, FSB  
 888 EAST WALNUT STREET  
 PASADENA, CA 91101**

2. Article Number (Transfer from service label) **7010 3090 0000 0594 5658**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Address

B. Received by (Printed Name) **DEU 10 2012** C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-11

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*  
 For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage \$	Certified Fee	Postmark Here
	Return Receipt Fee (Endorsement Required)	
	Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$		

JENNIFER L. WATKINS  
 SEAN WATKINS  
 PO BOX 7101  
 LEWISTON ME 04240

7010 3090 0000 0606 0702

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**JENNIFER L. WATKINS  
 SEAN WATKINS  
 PO BOX 7101  
 LEWISTON ME 04240**

2. Article Number (Transfer from service label) **7010 3090 0000 0594 5641**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Address

B. Received by (Printed Name) **SEAN WATKINS** C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-11

# Photographs

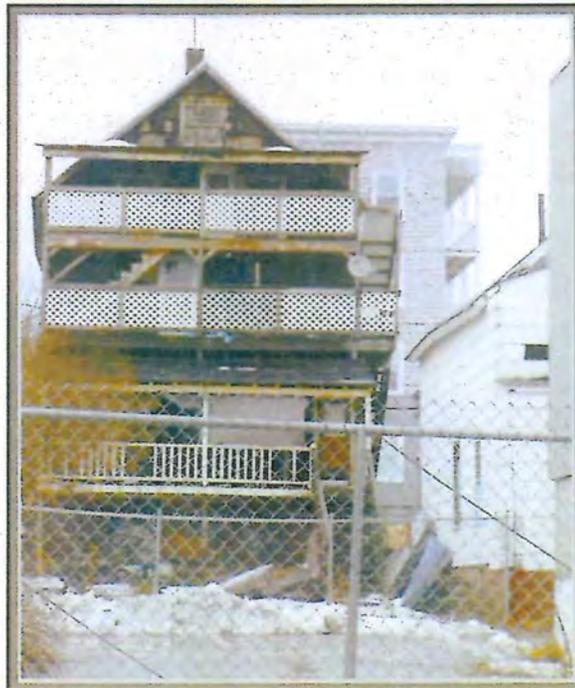
# 93 Knox Street

All photos dated January 7, 2013 and taken by Thomas E. Maynard unless otherwise indicated.

# 1



# 2



A photo taken 12-21-12 of the rear showing debris about the property and deteriorated porches.

EXHIBIT H

93 Knox 00020

The following photos show some of the damage resulting from copper theft.

#3



#4



#5

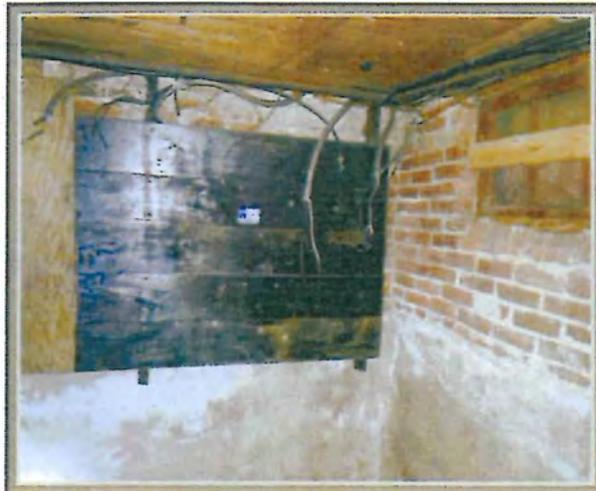


#6



Removed service panels.

#7



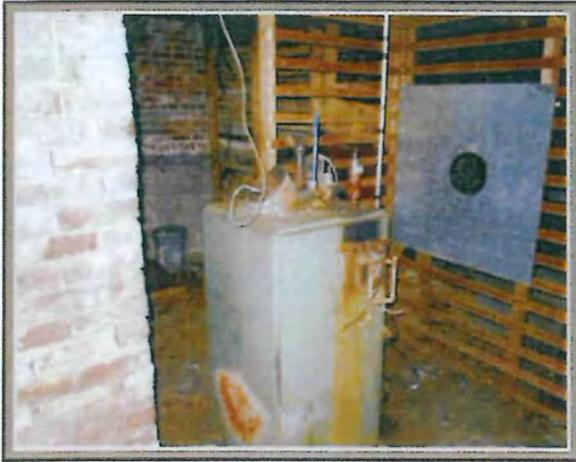
Pulled electrical outlets and wiring.

#8

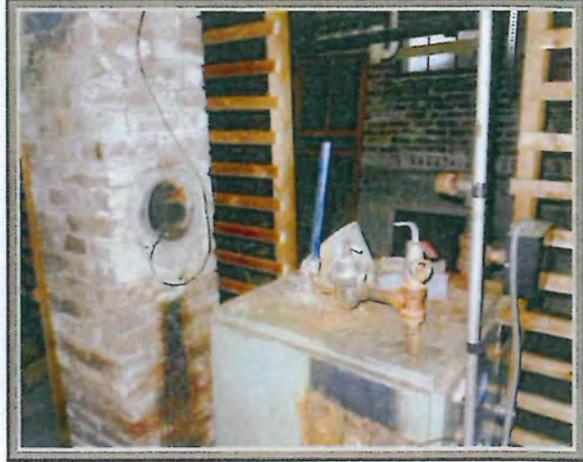


The following photos show the deterioration and damage to the boiler.

# 9



# 10



Damage from a plumbing leak.

#11



Removed toilet with red cap.

#12



Additional photos showing damage and debris.

# 13



# 14



The following show inadequate means of egress component dimensions sufficiently out of conformance as to require correction for any future occupancy. The stair treads are less than 7 3/4 inches in depth.

# 15



# 16



Inadequate stair width at 32 1/2 inches where 36 inches is required.

#17



# 18



# LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 19, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Condemnation Hearing for the building located at 139 Bartlett Street.

**INFORMATION:**

The City has begun the process for condemnation of the property at 139 Bartlett Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

The agenda background material pertains to the condition of this property. The City Attorney will be present on Tuesday evening to assist the City Council with the condemnation hearing and to advise accordingly.

**PLEASE NOTE - The background material for this agenda item is included in a separate binder that was distributed with the meeting agenda binder.**

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EARBKmm*

**REQUESTED ACTION:**

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

1) To conduct a hearing to determine if the building located at 139 Bartlett Street has meet the dangerous building statutes as defined in Title 17, sec. 2851 et all.

*If it is determined that the building does meet the dangerous building criteria, then the Council is asked :*

2) With regard to the property at 139 Bartlett Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

LEWISTON CITY COUNCIL MEETING  
FEBRUARY 19, 2013  
DANGEROUS BUILDINGS HEARINGS  
93 KNOX STREET  
139 BARTLETT STREET  
CITY OF LEWISTON PLANNING DEPARTMENT EXHIBITS

139 Bartlett Street

# Ownership Documents

WARRANTY DEED

We, Harry W. Stilphen and Cheryl A. Stilphen, of Lewiston, Maine, in consideration of One Hundred Twenty-Three Thousand and 00/100 Dollars (\$123,000.00) Dollars grant to Laurence E. Smith Jr. and Colleen E. Smith, as Husband and Wife, Joint Tenants, of 139 Bartlett Street, Lewiston, Maine

with Warranty Covenants

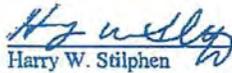
A certain lot or parcel of land with the building thereon situated in Lewiston, Androscoggin County, Maine bounded and described as follows:

Beginning on the westerly side of Bartlett Street at a point one hundred fifty (150) feet southerly from the southwesterly corner of Walnut and Bartlett Street; thence running southerly on said Bartlett Street fifty (50) feet; thence at right angles westerly one hundred (100) feet; thence at right angles northerly fifty (50) feet; thence at a right angle easterly one hundred (100) feet to the point of beginning.

Subject to the restrictions that no buildings erected thereon shall be placed nearer the line of Bartlett Street than twelve (12) feet.

Being the same premises conveyed to Harry W. Stilphen and Cheryl A. Stilphen by deed dated August 13, 2003 and recorded with Androscoggin County Registry of Deeds at Book 5581, Page 336.

MAINE REAL ESTATE  
TRANSFER TAX PAID

  
Harry W. Stilphen

  
Cheryl A. Stilphen

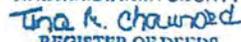
STATE OF MAINE

CUMBERLAND County

On this date 9/10/2004, before me, the undersigned notary public, personally appeared Harry W. Stilphen, Cheryl A. Stilphen, who approved to me through satisfactory evidence of identification, which was  a driver's license and/or [ ] to be the person whose name is signed on the preceding or attached document; and acknowledge to me that she signed it voluntarily for is stated purpose.

  
Notary Public:  
My Commission Expires:

CLOUD B. MORRIS  
Notary Public, Maine  
My Commission Expires January 16, 2011

ANDROSCOGGIN COUNTY  
  
REGISTER OF DEEDS

Notice of Hearing  
Certificates of Service

**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Laurence & Colleen Smith  
254 Libby Road  
Pownal, Maine 04069

The Bank of New York Mellon f/k/a The Bank  
of New York as Trustee for the Benefit of the  
Certificate Holders of the CWALT, Inc.,  
Alternative Loan Trust, 2004-25CB, Mortgage  
Pass Through Certificates, Series 2004-25CB

**139 BARTLETT STREET, LEWISTON, MAINE**

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

February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 139 Bartlett Street, Lewiston, Maine, identified as Lot 128 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6081, Page 174, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

Dated: January 22, 2013

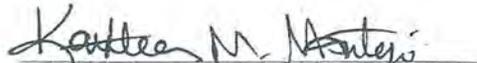
  
Kathleen M. Montejo, City Clerk

EXHIBIT B

139 Bartlett 000002

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 22, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Allison R. Pease  
Notary Public / Attorney at Law

ALLISON R. PEASE  
Notary Public, Maine  
My Commission Expires August 31, 2015

SEAL

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING  
Pursuant to 17 M.R.S. §§ 2851-59  
139 Bartlett Street, Lewiston, Maine  
Dangerous Buildings

On January 27, 2013, I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, on Colleen Smith as follows: *in hand*

Colleen Smith  
254 Libby Road  
Pownal, Maine 04069

Costs of Service:

Service:	\$ <u>16-00</u>
Travel:	\$ <u>23.59</u>
Postage:	\$ <u>.60</u>
Other:	\$ <u>11-03</u>
TOTAL:	\$ <u>51.22</u>

*Diana G. Roberts*  
\_\_\_\_\_  
Signature

*CCO*  
\_\_\_\_\_  
Agency

EXHIBIT C

**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Laurence & Colleen Smith  
254 Libby Road  
Pownal, Maine 04069

The Bank of New York Mellon f/k/a The Bank  
of New York as Trustee for the Benefit of the  
Certificate Holders of the CWALT, Inc.,  
Alternative Loan Trust, 2004-25CB, Mortgage  
Pass Through Certificates, Series 2004-25CB

**139 BARTLETT STREET, LEWISTON, MAINE**

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

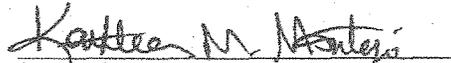
February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 139 Bartlett Street, Lewiston, Maine, identified as Lot 128 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6081, Page 174, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

Dated: January 22, 2013

  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 22, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Allison R. Pease  
Notary Public / Attorney at Law

ALLISON R. PEASE  
Notary Public, Maine  
My Commission Expires August 31, 2015

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING  
Pursuant to 17 M.R.S. §§ 2851-59  
139 Bartlett Street, Lewiston, Maine  
Dangerous Buildings

On January 19<sup>th</sup>, 2013, I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, on Laurence Smith as follows:

276 ~~254~~ Libby Road  
Pownal, Maine 04069

Costs of Service:

Service:	\$	<u>16.00</u>
Travel:	\$	<u>28.47</u>
Postage:	\$	<u>.60</u>
Other:	\$	<u>8.40</u>
TOTAL:	\$	<u>53.47</u>

*Deputy*  
Jean E Roberts  
Signature

CCSO  
Agency

attempt 1-17 2:35 pm - card  
1-18 2:34 pm - 2nd card  
\*

\* Separated from wife, Colleen, living with his parents at 276 Libby Road.



**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Laurence & Colleen Smith  
254 Libby Road  
Pownal, Maine 04069

The Bank of New York Mellon f/k/a The Bank  
of New York as Trustee for the Benefit of the  
Certificate Holders of the CWALT, Inc.,  
Alternative Loan Trust, 2004-25CB, Mortgage  
Pass Through Certificates, Series 2004-25CB

**139 BARTLETT STREET, LEWISTON, MAINE**

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

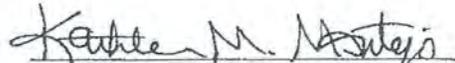
February 19, 2012  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 139 Bartlett Street, Lewiston, Maine, identified as Lot 128 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6081, Page 174, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

Dated: January 15, 2013

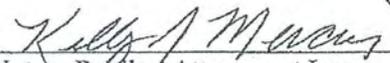
  
Kathleen M. Montejo, City Clerk



STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 15, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

  
\_\_\_\_\_  
Notary Public/ Attorney at Law

KELLY J. MERCIER  
Notary Public, Maine  
My Commission Expires September 11, 2018

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING  
Pursuant to 17 M.R.S. §§ 2851-59  
139 Bartlett Street, Lewiston, Maine  
Dangerous Buildings

On January 30<sup>th</sup>, 2013, I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, on Laurence Smith as follows:

Laurence Smith  
276 Libby Road  
Pownal, Maine 04069

*By posting on garage after 3 attempts on 3 days - leaving my business card & getting no response. I know the defendant lives here by confirming with his wife and since I served him here a few weeks ago.*

Costs of Service:

Service:	\$ <u>16.00</u>
Travel:	\$ <u>32.74</u>
Postage:	\$ <u>1.60</u>
Other:	\$ <u>12.12</u>
TOTAL:	\$ <u>66.46</u>

Steven E Roberts  
Signature  
C50  
Agency

*Sun attempt 1-27 2:30pm  
Tues 1-29 4pm  
Weds 1-30 2:54pm*

*\* Subject is a Portland Police Officer and may be served there in the future since he will not respond to normal service attempts -*



**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Laurence & Colleen Smith  
254 Libby Road  
Pownal, Maine 04069

The Bank of New York Mellon f/k/a The Bank  
of New York as Trustee for the Benefit of the  
Certificate Holders of the CWALT, Inc.,  
Alternative Loan Trust, 2004-25CB, Mortgage  
Pass Through Certificates, Series 2004-25CB

**139 BARTLETT STREET, LEWISTON, MAINE**

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

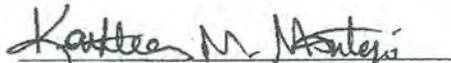
February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 139 Bartlett Street, Lewiston, Maine, identified as Lot 128 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6081, Page 174, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

Dated: January 22, 2013

  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 22, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Allison R. Pease  
Notary Public / Attorney at Law

ALLISON R. PEASE  
Notary Public, Maine  
My Commission Expires August 31, 2015

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING  
Pursuant to 17 M.R.S. §§ 2851-59  
139 Bartlett Street, Lewiston, Maine  
Dangerous Buildings

On February 12, 2013, I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, on BNY Mellon, N.A. as follows:

Sharon L. Genser, Senior Paralegal  
500 Grant Street  
BNY Mellon Center  
Pittsburgh, PA 15258

Costs of Service:

Service:	\$	<u>85.00</u>
Travel:	\$	<u>—</u>
Postage:	\$	<u>—</u>
Other:	\$	<u>—</u>
 TOTAL:	\$	<u>85.00</u>

Signature

*Frank L. Gouin*

American Expediting Co.  
Agency

EXHIBIT F

139 Bartlett 000014

**NOTICE OF HEARING**  
**Pursuant to 17 M.R.S. §§ 2851-59**  
**Dangerous Buildings**

Laurence & Colleen Smith  
254 Libby Road  
Pownal, Maine 04069

The Bank of New York Mellon f/k/a The Bank  
of New York as Trustee for the Benefit of the  
Certificate Holders of the CWALT, Inc.,  
Alternative Loan Trust, 2004-25CB, Mortgage  
Pass Through Certificates, Series 2004-25CB

**139 BARTLETT STREET, LEWISTON, MAINE**

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

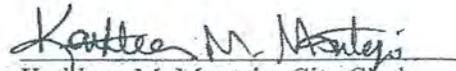
February 19, 2013  
7:00 pm  
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 139 Bartlett Street, Lewiston, Maine, identified as Lot 128 on Tax Map 196, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6081, Page 174, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

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

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

Dated: January 22, 2013

  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

Date: January 22, 2013

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

Allison R. Pease  
Notary Public / Attorney at Law

ALLISON R. PEASE  
Notary Public, Maine  
My Commission Expires August 31, 2015

City  
Correspondence

CODE ENFORCEMENT  
CITY BUILDING  
27 PINE STREET  
LEWISTON, MAINE 04240  
(207) 513-3125 EXT. 3226

NOTICE OF CONDEMNATION/PLACARDING  
VIA FIRST CLASS & CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
POSTED AT SITE

January 12, 2012

Laurence E. Smith Jr.  
Colleen E. Smith  
254 Libby Street  
Pownal, Maine 04069

RE: 139 Bartlett Street

Dear Mr. and Mrs. Smith:

It has come to the attention of this office that the building at 139 Bartlett Street is vacant and has suffered severe deterioration making it unfit for occupancy due to violation(s) of the following provisions of Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, Article VI, Sections 18-200 & 18-201, as per The Code of Ordinances of the City of Lewiston hereafter referred to as the (Code). The building is without necessary facilities such as heat, hot potable water, electricity and has been abandoned. Due to obsolescence of the mechanical systems, dilapidation and deterioration of the structural elements, substantial rehabilitation is required for re-occupancy or the building must be demolished.

I hereby condemn and placard the building and property at 139 Bartlett Street as being unfit for occupancy pursuant to and in accordance with Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, IPMC-108.1 et seq, IPMC-109.1 et seq, IPMC-110.1 et seq, , IPMC-302.1 et seq, IPMC-304.1 et seq, IPMC-305.1 et seq, IPMC-306.1 et seq, IPMC-402.2 et seq, IPMC-504.1 et seq, IPMC-505.1 et seq,, IPMC-506.1 et seq, IPMC-602.1 et seq, IPMC-603.1 et seq, IPMC-604.1 et seq, IPMC-605.1 et seq, IPMC-703.1 et seq and PMC-704.1 et seq of the Code of Ordinances of the City of Lewiston. You are hereby ordered to immediately ensure this building is secured from unauthorized entry. You are to make substantial repairs, with all appropriate permits issued by this office, or to demolish this building, leaving the property in manner to the satisfaction of this office by no later than **March 16, 2012.**

The City of Lewiston may order the demolition of this building pursuant to the provisions of the Maine Revised Statutes, Title 17, Chapter 91, Subchapter 4, Dangerous Buildings, Section § 2851, if the building is not maintained secured or is a threat to public safety and a nuisance.

EXHIBIT G

139 Bartlett 000017

The above-mentioned property will be placarded and may not be re-occupied until proper abatement of all violations and rehabilitation has been completed. An inspection shall be conducted to confirm compliance. At such time the condemnation order and placarding shall be discontinued pursuant to the above referenced Code Section IPMC-108.4.1 stating "the code official shall remove the condemnation and placarding whenever the defect or defects upon which the Condemnation and Placarding were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code."

Your prompt attention to this matter is advised to avoid legal action. It is our sincere desire to work with you in devising an implementation schedule for the correction of these conditions. Please contact this office immediately if circumstances do not permit the timely compliance with this order and abatement of the violations or if you have any questions regarding this matter.

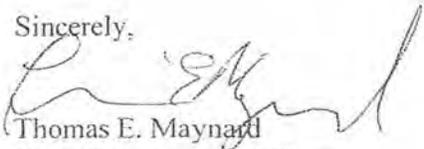
In the event that you do not comply with this order, this office may issue a citation pursuant to Chapter 50, Article II, and Section 50-36 thru 50-51 of the aforementioned Code. Said citation shall require you to pay a penalty of one hundred and ten dollars (\$110.00) for the first citation and you will be reordereed to abate the outstanding violations in the previous Notices and Orders. In the event that you do not comply with the first citation, additional citations may be issued. The second citation imposes a civil penalty of two hundred and twenty five dollars (\$225.00), the third is four hundred and twenty five dollars (\$425.00), the fourth and subsequent citations are eight hundred and fifty dollars (\$850.00), and penalties are cumulative. In the future, if any of the above violations are repeated, you are not entitled to receive any further notification, and this office may serve you with a citation.

In lieu of or in addition to the issuance of citations, this office may initiate a land use complaint pursuant to Rule 80-K of the Maine Rules of Civil Procedure and 30-A M.R.S.A. § 4452 et seq. and § 3758-A et seq. as amended. A judgment from such a lawsuit in the City's favor will result in a court order that any violations be abated, the imposition of a fine of up to two thousand, five hundred dollars (\$2,500.00) per violation, per day, the payment of court costs and the City's legal fees.

You may appeal this order and request a hearing before the Lewiston Board of Appeals by filing a written petition at the office of the Director of Planning and Code Enforcement within ten (10) days of receipt of this notice. This petition shall be submitted on a form provided by this office along with the one hundred and five dollar (\$105.00) appeal fee. Should you fail to appeal you will be barred from any opportunity to contest or challenge the terms of this Notice and Order in any further legal proceedings.

If you sell, transfer or lease this property, you must notify the grantee, mortgagee, transferee, or lessee of any outstanding code violations pursuant to Section IPMC-107.6 of the Property Maintenance Code. You must also furnish this office with a signed notarized statement from the grantee, mortgagee, transferee or lessee acknowledging receipt of any orders or notices and fully accepting responsibility for the abatement of said violations.

Sincerely,



Thomas E. Maynard  
Code Enforcement Officer

c: Gildace J. Arsenault, Director of Planning & Code Enforcement

The City of Lewiston is an EOE. For more information, please visit our website @ [www.ci.lewiston.me.us](http://www.ci.lewiston.me.us) and click on the Non-Discrimination Policy

PLANNING & CODE ENFORCEMENT

City of **LEWISTON** *Maine*

27 Pine Street, City Hall  
Lewiston, Maine 04240

REGISTERED MAIL



7010 3090 0000 0593 9862

*SEE UNCLAIMED*  
*LEWC*

LAURENCE E. SMITH, JR.  
COLLEEN E. SMITH  
254 LIBBY STREET  
POWNA ME 04069

Name *[Signature]*  
1st Notice *1-19*  
2nd Notice *1-21-12*  
Return *1-29-12*

04069+6329



# Photographs

# 139 Bartlett Street

All photos dated December 18, 2012 and taken by Thomas E. Maynard unless otherwise indicated.

# 1

Proximity to other buildings increases fire risk to those Structures.



#2 Deteriorated rear porches and debris.



EXHIBIT H

139 Bartlett 000020

The following photos show damage, deterioration, debris and obsolescence of the interior structure and its appurtenances.

# 3 Peeling wall paper



# 4 Galley kitchen



# 5 Removed plumbing, mold and damage.



#6 Damaged toilet, flooring and tub.



# 7 Broken radiator Due to freezing



# 8 Broken radiator Due to freezing



# 9 Deterioration and damage to the boiler.



#10 Trash and debris.



#11 Peeling ceilings.



#12 Fallen ceiling plaster.



#13 Trash and debris.



#14 Trash and debris.



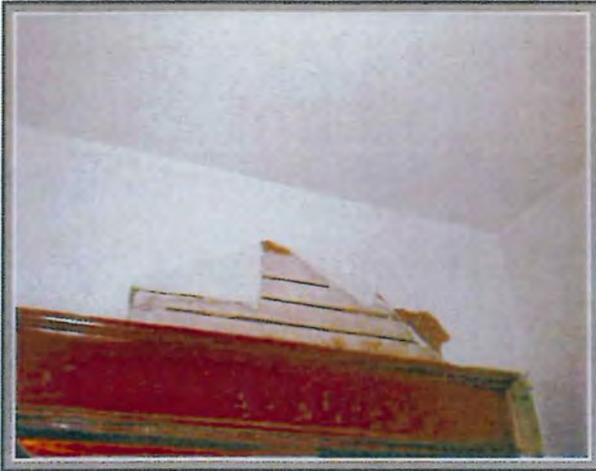
#15 Trash and debris.



#16 Broken window.



#17 Deteriorated plaster from settling



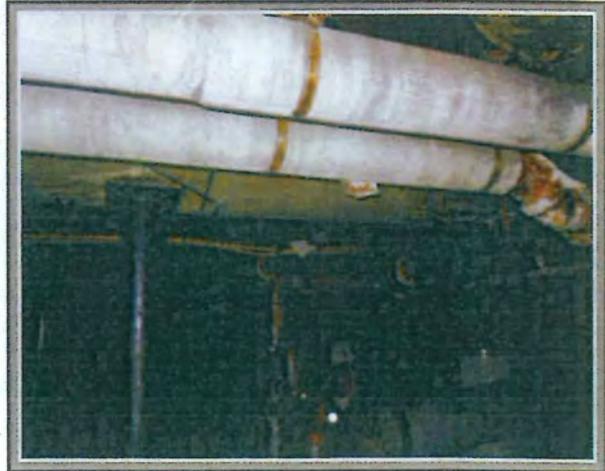
#18 Sewage leak in basement.



#19 Deteriorated asbestos insulation.



#20 Deteriorated asbestos insulation.



# LEWISTON CITY COUNCIL

MEETING OF FEBRUARY 19, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Resolve regarding the Adoption of the Fiscal Year 2014 Lewiston Five-Year Capital Improvement Program.

**INFORMATION:**

The Lewiston Capital Improvement Program (LCIP) is required by State Law and the City Charter. The LCIP is an important and necessary planning tool for the City's consideration in financial and development issues. It is a working document, and adoption does not constitute approval and/or funding of the various projects within the program. Each project will require funding approval from the City Council at a later date. The complete LCIP booklet was distributed to Council earlier for review and a workshop and public hearing have also been held on this issue.

The Planning Board and Finance Committee recommendations regarding the LCIP are included in this agenda item as well.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The 2014 program is limited to those projects which are important to the continued maintenance and development of the City. Each project will be reviewed prior to receiving funding.

*EARL/KMM*

**REQUESTED ACTION:**

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

1) To receive and review the recommendations from the Finance Committee and the Planning Board regarding the FY14 Lewiston Capital Improvement Plan.

2) That pursuant to Article VI, Section 6.07(d) of the City Charter, the City Council hereby approves the Resolve adopting the Fiscal Year 2014 Lewiston Five-Year Capital Improvement Program, as prepared by the City Administrator.

(Note - Copy of full Resolve is attached.)



## City of Lewiston Finance Department

Norman Beauparlant, Director of Budget/Purchasing



February 11, 2013

The Honorable Robert Macdonald, Mayor  
and Members of the City Council  
City Hall  
Lewiston, Maine 04240

Dear Mayor and Members of City Council:

At a meeting of the Finance Committee held on February 4, 2013 the Committee took the following action relative to recommendation of the FY2014 Capital Improvement Program:

*On motion of Mr. Reed, seconded by Mr. Marcotte it was*

**VOTED:**

*The Finance Committee has reviewed the Fiscal Year 2014 Lewiston Capital Improvement Program. The Finance Committee recognizes that this document is a long term planning tool utilized by the City Council and Administration, and that all projects are subject to the scrutiny of the budget process. If projects as requested are approved, including the Administrator's recommendation and School Department recommendations, the proposed FY14 bond authorization amount would exceed the 80% bond issue authorization limitation as established by City Ordinance (Chapter 2, Article II, Section 2-34: Council action on bond authorization).*

*The purpose of the 80% limit is to aggressively reduce our inflated proposed debt while minimizing the impact on the current year. To routinely override the limit will dissolve any gradual gains. To that end and with last year's significant increase, we urge the Council to hold the line this year.*

*Further, the Committee expresses concern about the level of debt service carried in each of the Enterprise Funds as the rate and fee structures impact the personal budgets of Lewiston residents as much as the General Fund does with its mil rate and tax structure and the school side borrowing to be carried by the property taxpayers of the City of Lewiston. Therefore, we would recommend that City Ordinance (Chapter 2, Article II, Section 2-34: Council action on bond authorization) be revised to include provisions aimed at reducing debt separately in each category: municipal debt, school debt supported by the property tax, and Enterprise Fund debt.*

*The Finance Committee remains concerned over the heavy long term debt load shouldered by the property taxpayers of this city. These concerns are further exacerbated by the potential reductions in municipal revenue sharing and other changes at both the state and federal government level.*

*The Committee recommends that the current process of refinancing outstanding debt at lower interest rates be continued. When such debt is refinanced, consideration should be given to using unallocated fund balance, to the extent that this balance is in excess of the amount required by policy, to reduce the outstanding principal amount, thus reducing future years' debt service payments and interest costs.*

*We encourage City management to be prudent in spending of funds and focus on core services and those items deemed necessary at this time. Exceptions should be made where continued use of existing property would be more expensive in terms of operations and maintenance than the cost of purchasing new.*

**VOTE: 5-0**

Sincerely,

Norman J. Beuparlant, Clerk  
Finance Committee



City of Lewiston  
Planning & Code Enforcement  
Gil Arsenault, Director  
**MEMORANDUM**



**To:** City Council Members  
**From:** David Hediger  
**Date:** February 12, 2013  
**Subject:** Planning Board Action: LCIP

---

The Planning Board took the following actions at their meeting held on February 11, 2013 regarding the LCIP.

The following motion was made:

**MOTION:** By **Eric Potvin** pursuant to Article VII, Section 4(e) of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration the adoption of the FY 2014 Lewiston Capital Improvement Program. Second by **Sandy Marquis**.

**VOTED: 6-1 (Passed)**  
**Kevin Morissette Opposed**

Note: The Board had many specific questions and comments regarding proposed projects including, but not limited to: Bates Mill 5; riverfront improvements; MIS expenses for software; Public Works proposal for a new storage building at the landfill; funds for demolition; vehicle replacement; wayfinding signs; armory improvements; and the rehab of downtown Lisbon Street.

c: Ed Barrett, City Administrator  
Planning Board Members

The City of Lewiston is an EOE. For more information, please visit our website at [www.lewistonmaine.gov](http://www.lewistonmaine.gov) and click on the Non-Discrimination Policy.



**City of Lewiston Maine  
City Council Resolve  
February 19, 2013**



**Resolve,** Adopting the 2014 City of Lewiston Five-Year Capital Improvement Program

Whereas, the City Charter requires that a capital improvement program be prepared annually for review by the Planning Board, Finance Committee, and City Council and be adopted by the City Council at least four months prior to the end of the current fiscal year; and

Whereas, the intent of such a program is to outline a five year plan to address the community's infrastructure and other capital improvement needs and, more specifically, to outline those projects anticipated for the coming year in advance of consideration of the annual budget; and

Whereas, as proposed, the plan calls for \$145,747,446 in projects, \$63,217,033 of which would be supported from City resources including \$33,020,120 in tax supported general obligation bonds and \$23,306,400 in enterprise supported bonds; and

Whereas, the plan proposes authorizing \$7,835,375 in general obligation bonds and \$7,016,000 in enterprise bonds during Fiscal Year 2014; and

Whereas, \$1,961,703 in general obligation bonds falls outside of the \$5,873,672 ordinance limitation on annual bond authorizations, thus allowing for these bonds to be issued by a simple majority vote of the Council; and

Whereas, adopting this plan will provide guidance to the Council and staff but does not constitute formal authorization to proceed with the projects included, the funding for which must be separately authorized by the City Council;

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

that the 2014 City of Lewiston Five-Year Capital Improvement Program is hereby adopted.

**FY 2014 Lewiston Capital Imp. Project Summary**  
by Fiscal Year

1/28/2013 Revised										
PROJECT	PAGE	FY2014		FY2015		FY2016		FY2017		FY2018
Equipment Replacement - Loader/Sweeper	17	180,000	F/S							
		10,000	Other							
		10,000	COB							
Equipment Replacement - 15 ft. Mower Attachment	18	15,000	Other							
		15,000	COB							
Server Upgrade/Virtualization Project - Phase III	19	49,500	Other							
		49,500	CBI							
Purchase 2 Replacement Buses for the Fixed Route Bus System	26	320,000	F/S	320,000	F/S	320,000	F/S	360,000	F/S	360,000
		40,000	Other	40,000	Other	40,000	Other	45,000	Other	45,000
		40,000	COB	40,000	CBI	40,000	CBI	45,000	CBI	45,000
Acquisition/Demolition Fund	27	350,000	CBI	350,000	CBI	350,000	CBI	350,000	CBI	350,000
		50,000	CD	50,000	CD	50,000	CD	50,000	CD	50,000
Wayfinding Signage	28	50,000	CBI	50,000	CBI					
Acquisition of Lewiston Steam Substation (CMP)	29			253,000	CBI					
Demolition of Bates Mill #5	30	2,500,000	CBI							
Demolition of 411 College St. (former Pettingill School)	31	130,000	CBI							
Riverfront Island Master Plan Implementation	32	720,000	F/S	1,000,000	CBI	1,000,000	CBI	1,000,000	CBI	1,000,000
Comprehensive Plan: Zoning & Land Use Code Implementation	33	50,000	COB							
Voting Booth Replacement	34	14,700	COB	14,700	COB					
Software Replacement	35	221,225	CBI	230,775	CBI					
Hardware Replacement	36	132,600	CBI	130,400	CBI					
Software Upgrades for Current Software	37	42,500	COB							
City Parking Garage Wayfinding Signs Improvements - BLDG 1	40	100,000	CBI							
PW Vehicle/Equipment Wash Facility - BLDG 2	41	450,000	CBI							
Main St. Fire Station Expansion - BLDG 3	42			350,000	CBI					
Armory Exterior Envelope Energy Project - BLDG 4	43	200,000	CBI							
PW Storage & Improvements		310,000	CBI							
Road Rehabilitation Program	52	630,000	CBI	575,000	CBI	570,000	CBI	585,000	CBI	510,000
Street Maintenance Program	53	846,000	COB	874,000	COB	888,000	COB	868,000	COB	862,000
Walnut Street Project	54	360,000	CBI			325,000	CBI			
Lincoln Street Alley Bridge Removal	55	30,000	COB							
Exit 80 Turnpike Interchange Improvements	57	9,200,000	F/S	9,200,000	F/S	6,700,000	F/S	2,500,000	F/S	2,500,000
Main St. Traffic Management Improvements	61	2,251,700	F/S							
		176,300	CBI							
Lewiston Riverside Greenway	62	1,140,000	F/S							
Simard/Payne Bike Pedestrian Path	63	29,600	F/S			288,280	F/S			
		7,400	COB			72,070	CBI			
River Rd. Rehab from South Ave to MTA	65	45,000	F/S			1,080,000	F/S			
						120,000	CBI			
College Street Sidewalk from Montello St. to Geiger School	67	24,000	F/S			232,000	F/S			
		6,000	COB			58,000	CBI			
MTA Old Lisbon Bridge Rehab.	68	2,800,000	Other							
Replace Mercury Street Lighting	73	100,000	COB	100,000	COB	65,000	COB			
Street Light Wiring Replacement	74	70,000	COB							

PROJECT	PAGE	FY2014		FY2015		FY2016		FY2017		FY2018	
Don Roux Field - Artificial Turf	76	376,000	Other								
		187,000	CBI								
		187,000	SCHBI								
Franklin Pasture - Track Resurfacing	77	135,000	Other								
		50,000	CBI								
		50,000	SCHBI								
McMahon Park Improvements	79	10,000	Other								
		10,000	COB								
Marcotte Park Playground Improvements	81	150,000	Other	150,000	Other						
		75,000	CBI	75,000	CBI						
Equipment Replacement	82	1,348,750	CBI	1,058,000	CBI	981,500	CBI	1,288,000	CBI	1,070,000	CBI
Fleet Tracking System (GPS System)	88									58,000	CBI
Martel School: Site Work for 2 Portable Classrooms	89	50,000	SCHBI								
Geiger School: Site Work for 4 Portable Classrooms	90	55,000	SCHBI								
LHS: Waterproof Exterior Walls	91	69,000	SCHBI								
District Classroom Door Lock Replacement		104,000	SCHBI								
LAWPC Land Acquisition Program	96	187,558	WOB	174,905	WOB	178,094	WOB	181,379	WOB	184,762	WOB
(Lake Auburn Watershed Protection Commission)		187,558	Other	174,905	Other	178,094	Other	181,379	Other	184,762	Other
Lewiston-Auburn Water Treatment Program	97	250,000	WBI								
		250,000	Other								
Distribution Water Main Replacement/Rehab	98	1,713,000	WBI	1,723,000	WBI	1,705,000	WBI	1,638,400	WBI	1,650,000	WBI
Water Meter Replacement/Testing Program	100	160,000	WBI								
Dual River Crossing	102							2,000,000	WBI		
Water Storage Tanks Mixing System	103	100,000	WBI								
Equipment Replacement Program - Water	104	155,000	WOB	103,000	WOB	43,000	WOB	75,000	WOB	89,000	WOB
Rehab. of Old Sanitary Sewer Mains	107	556,000	SBI	350,000	SBI	1,000,000	SBI	1,000,000	SBI	1,000,000	SBI
Pump Station Upgrades	108	280,000	SOB	42,000	SOB	56,000	SOB	25,000	SOB	27,000	SOB
Interceptor Inspection & Rehabilitation	110	200,000	SBI								
Inflow/Infiltration Removal Program	112	450,000	SBI	450,000	SBI	50,000	SIF	50,000	SIF	50,000	SIF
Equipment Replacement Program - Sewer	113	47,000	SOB	47,000	SOB	35,000	SOB	35,000	SOB	28,000	SOB
Jepson Brook Drainage Area	114	1,000,000	SBI								
		1,000,000	SWBI								
Oak Street Sewer Separation	115	200,000	SBI								
		200,000	SWBI								
CSO 15 Year Master Plan Update	116	75,000	SBI								
		75,000	SWBI								
Jepson Brook Drainage Area Channel Study Phase II	117	100,000	SWBI								
Hart Brook Water Quality Restoration	118	150,000	SWBI	250,000	SWBI	100,000	SWBI	100,000	SWBI	100,000	SWBI
Storm Drain for Road Rehabilitation Projects	119	282,000	SWBI	192,000	SWBI	217,000	SWBI	175,000	SWBI	200,000	SWBI
Belleview Avenue Drainage Improvements	120	75,000	SWBI								
Gould Road Storm Drain Repair	121	150,000	SWBI								
City Hall Interior & Exterior Steps Rehab - BLDG 5	44			120,000	CBI	100,000	CBI				
City Buildings Security System - BLDG 6	45			50,000	CBI						
Replacement/Expansion of Recording System	22			10,750	Other						
				10,750	COB						
Apparatus Replacement Engine # 4 (2002 E-One Pumper)	38			500,000	CBI						

PROJECT	PAGE	FY2014	FY2015	FY2016	FY2017	FY2018
Sabattus St. from Main St. to Pond Rd. Signal Improvements	58		711,000	F/S		
			79,000	CBI		
Lisbon St. Rehab from Chestnut St. to Main St.	59		918,000	F/S		
			102,000	CBI		
Lisbon St., Chestnut St. and Bates St. Signals	60		702,000	F/S		
			78,000	CBI		
Hydro-Electric Generation Turbine Repairs	75		125,000	CBI	400,000	CBI
Montello School: Restroom Renovations & Flooring Abatement	92		203,000	SCHBI		
Improvements at Lewiston High School	93		177,000	SCHBI		
Radio Replacement Project	24			1,025,000	Other	
				1,025,000	CBI	
Police Department Building Expansion - BLDG 8	46			50,000	CBI	2,450,000
City Hall Window Replacement Project - BLDG 9	47			500,000	CBI	
Bartlett St. Rehab from East Ave. to College Street	64			1,350,000	F/S	
				150,000	CBI	
River Rd. Rehab from MTA to Alfred A Plourde Parkway	66			114,885	F/S	2,160,000
				12,765	COB	240,000
Upper Franklin Lights	78			32,500	CBI	
				32,500	SCHBI	
Kennedy Park Master Plan Improvements	80			152,000	CBI	
Montello School Roof Replacement	94			600,000	SCHBI	
Sabattus St. Fire Station Relocation or Rehab. - BLDG 10	48				50,000	CBI
Recreation Dept. Office Renovation - BLDG 11	49				100,000	CBI
Lisbon St. Fire Station Expansion - BLDG 12	50					50,000
Central Fire Station Roof Replacement - BLDG 13	51					140,000
Birch Street Road and Sidewalk Rehabilitation	56				925,000	CBI
Downtown/Riverfront Bicycle and Pedestrian Imp.	69				120,000	F/S
					30,000	COB
Bikeway/Pedestrian Path Gully Brook to Boat Ramp	70				496,000	F/S
					124,000	CBI
South Avenue from Lisbon Street to Lincoln Street Rehabilitation Project	71				180,000	F/S
					20,000	COB
Lisbon Street - Adams St. to Chestnut St. (pavement preservation)	72					200,000
New School Project (Replace Martel School)	95				28,500,000	F/S
					1,500,000	SCHBI
<b>TOTALS</b>		<b>34,465,891</b>	<b>23,014,185</b>	<b>23,146,688</b>	<b>50,307,158</b>	<b>14,773,524</b>
<b>City Bond Issue</b>	<b>CBI</b>	7,320,375	5,166,175	5,926,070	7,157,000	4,423,000
City Operating Budget	<b>COB</b>	1,241,600	999,450	965,765	918,000	862,000
Community Dev. Block Grant	<b>CD</b>	50,000	50,000	50,000	50,000	50,000
Federal/State Funding	<b>F/S</b>	13,910,300	11,851,000	10,085,165	34,316,000	5,020,000
Other Agency/Municipality	<b>Other</b>	4,023,058	625,655	1,493,094	476,379	479,762
School Operating Budget	<b>SCHOB</b>	-	-	-	-	-
<b>School Bond Issue</b>	<b>SCHBI</b>	515,000	380,000	632,500	1,500,000	-
<b>Water Bond Issue</b>	<b>WBI</b>	2,223,000	2,133,000	2,115,000	4,048,400	2,060,000
Water Operating Budget	<b>WOB</b>	342,558	277,905	221,094	256,379	273,762
Sewer Operating Budget	<b>SOB</b>	327,000	89,000	91,000	60,000	55,000

PROJECT	PAGE	FY2014	FY2015	FY2016	FY2017	FY2018
<b>Sewer Bond Issue</b>	<b>SBI</b>	2,481,000	1,000,000	1,200,000	1,200,000	1,200,000
Sewer Impact Fees	<b>SIF</b>	-	-	50,000	50,000	50,000
Storm Water Operating Budget	<b>SWOB</b>	-	-	-	-	-
<b>Storm Water Bond Issue</b>	<b>SWBI</b>	2,032,000	442,000	317,000	275,000	300,000
<b>TOTALS</b>		<b>34,465,891</b>	<b>23,014,185</b>	<b>23,146,688</b>	<b>50,307,158</b>	<b>14,773,524</b>
<b>Bond Issues</b>		<b>14,571,375</b>	<b>9,121,175</b>	<b>10,190,570</b>	<b>14,180,400</b>	<b>7,983,000</b>
<b>20yr</b>						
CBI (City Bond Issue)		2,500,000	1,000,000	1,000,000	4,375,000	2,000,000
SCBI (School Bond Issue)					1,500,000	
WBI (Water Bond Issue)		1,713,000	1,723,000	1,705,000	3,638,400	1,650,000
SBI (Sewer Bond Issue)		2,006,000	450,000	1,000,000	1,000,000	1,000,000
SWBI (Storm Water Bond Issue)		1,000,000				
sub-total		7,219,000	3,173,000	3,705,000	10,513,400	4,650,000
<b>15yr</b>						
CBI (City Bond Issue)		2,788,750	2,608,000	3,801,500	2,113,000	1,780,000
SCBI (School Bond Issue)				600,000		
WBI (Water Bond Issue)						
SBI (Sewer Bond Issue)		400,000	550,000	200,000	200,000	200,000
SWBI (Storm Water Bond Issue)		482,000	192,000	217,000	175,000	200,000
sub-total		3,670,750	3,350,000	4,818,500	2,488,000	2,180,000
<b>10yr</b>						
CBI (City Bond Issue)		1,374,525	1,092,775	620,000	474,000	350,000
SCBI (School Bond Issue)		187,000	380,000			
WBI (Water Bond Issue)		410,000	410,000	410,000	410,000	410,000
SBI (Sewer Bond Issue)						
SWBI (Storm Water Bond Issue)						200,000
sub-total		1,971,525	1,882,775	1,030,000	884,000	760,000
<b>5yr</b>						
CBI (City Bond Issue)		657,100	465,400	504,570	195,000	293,000
SCBI (School Bond Issue)		328,000		32,500		
WBI (Water Bond Issue)		100,000				
SBI (Sewer Bond Issue)		75,000				
SWBI (Storm Water Bond Issue)		550,000	250,000	100,000	100,000	100,000
sub-total		1,710,100	715,400	637,070	295,000	393,000
<b>Total</b>		<b>14,571,375</b>	<b>9,121,175</b>	<b>10,190,570</b>	<b>14,180,400</b>	<b>7,983,000</b>

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 19, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Order Authorizing the City Administrator to execute a revised lease agreement with Casella Recycling, LLC to allow for the construction and operation of a Recyclable Materials Processing Facility at the City's Solid Waste Facility on River Road.

**INFORMATION:**

The City Council is asked to consider approval of a Revised Lease Agreement with Casella Recycling, LLC for the construction and operation of a Processing Facility at the City's Solid Waste complex on River Road. At the January 22 City Council meeting, the Council approved the Lease Agreement for the project. Since then, a number of minor changes, modifications and corrections to the agreement have been identified by staff and Casella. The most significant change extends the construction date from eight to ten months from the date the lease is signed and the effective date of lease payments from six to eight months from the construction date.

The Solid Waste facility is currently underutilized and this agreement would generate additional revenues for the City. The total estimated positive impact to the City's bottom line is in excess of \$250,000, an amount that will increase over time. This proposal will also guarantee the City the best commercial rates for accepting and processing recyclables and will support efforts to increase recycling in the community. Please see the attached materials for additional information.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/mm*

**REQUESTED ACTION:**

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

To approve the Order authorizing the City Administrator to execute a revised lease agreement with Casella Recycling, LLC to allow for the construction and operation of a Recyclable Materials Processing Facility at the City's Solid Waste Facility on River Road.



**City of Lewiston Maine  
City Council Order  
February 19, 2013**



**Order,** Authorizing the City Administrator to Execute a Revised Lease Agreement with Casella Recycling, LLC to Allow for the Construction and Operation of a Recyclable Materials Processing Facility at the City's Solid Waste Facility on River Road.

Whereas, the City instituted single stream recycling in July 2011, and, since then, has seen an approximate 50% increase in recycled materials collected; and

Whereas, the City currently delivers this material to our Solid Waste Facility where it is shipped by Casella to its processing facility in Charlestown, Massachusetts; and

Whereas, Casella Recycling has approached the City with a proposal to develop a recyclable materials processing facility at our Solid Waste complex; and

Whereas, this proposal will make use of a currently underutilized City facility; provide the City with first year taxes, lease payments, and fees of approximately \$163,000; and reduce certain current City operating expenses; and

Whereas, the total estimated positive impact to the City's bottom line is in excess of \$250,000, an amount that will increase over time; and

Whereas, this proposal will create 25 new jobs, guarantee the City the best commercial rates for accepting and processing recyclables, and will support the City's efforts to increase recycling in our community and region; and

Whereas, the City Council approved such lease agreement at its regular meeting of January 22, 2013; and

Whereas, since then, a number of minor changes, modifications, and corrections to the agreements have been identified by staff and Casella; and

Whereas, the most significant change extends the construction date from eight to ten months from the date the lease is signed and the effective date of lease payments from six to eight months from the construction date;

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

The City Administrator is hereby authorized to execute a revised agreement with Casella Recycling, LLC to allow for the construction and operation of a recyclable materials processing facility at the City's solid waste complex on River Road, such lease to be substantially in the form as is attached hereto.

February 14, 2013

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: Materials Processing Facility Lease with Casella

The City Council approved lease agreements with Casella Recycling on January 22<sup>nd</sup> of this year. This includes both the main lease for the materials processing facility and the sublease that will provide space in the building for certain on-going City functions. Since then, we have been finalizing the agreements and the form of the performance and payment bonds required for the project. In addition, Casella has begun some of the preliminary work required for the project, including discussions with the Maine Department of Environmental Protection regarding the permitting process.

As a result of these efforts, a number of fairly minor changes have been requested by both parties in regard to both the main lease and the sublease. The pertinent sections of the agreement are attached with additions underlined and deletions struck through. Explanations for the changes appear in advance of each section. In addition, the full text of both agreements is also attached, again showing proposed changes.

While there are very few substantive changes, I felt it appropriate to bring all of them to your attention.

Should you have any questions, please feel free to contact me.

**Casella has begun discussions with Maine DEP regarding permitting for the project. Based on those discussions, it appears that the permit process may take more time than originally anticipated. As a result, Casella has requested that the current ten month period allowed between execution of the lease and the beginning of construction be extended to twelve months. Staff has no objection to this requested change.**

#### ARTICLE 2: TERM & CONSTRUCTION DATE

B. Construction Date. CASELLA shall have twelve ~~ten~~ (102) months from the date of execution of the Lease to satisfy (or waive, in CASELLA's sole judgment), the following conditions precedent (the "Conditions Precedent") to effectiveness of the Lease (The first day of the calendar month immediately following the month in which the Conditions Precedent are satisfied is referred to as the "Construction Date"):

If the Construction Date has not occurred within twelve ~~ten~~ (120) months of the date of the execution of this Lease or if the Phase I Termination Rights and Phase II Termination Rights further described in Article 5 (A) are triggered pursuant to the terms of said Article V, either party may terminate this Lease, with no liability to the other party, except as set forth in Section 2(C), upon thirty (30) days written notice served on the other party.

**Casella has completed a critical path analysis of the anticipated length of time to construct and equip the building, including lead time on order and delivery of the processing equipment. Based on that schedule, Casella estimates construction to occupancy may take slightly longer than six months and has requested that this period be lengthened to eight months. Here again, staff has no objection to this adjustment.**

#### ARTICLE 3: RENTAL & EFFECTIVE DATE

A. Base Rental. In addition to the other obligations imposed herein, CASELLA hereby agrees to pay the CITY, as the base rental (the "Base Rental") during the term hereof, the sum of Five Thousand Six Hundred Thirty Eight Dollars (\$5,638) in advance on the first day of each and every month of said term commencing on the first day of the month following the Effective Date (hereinafter defined). The Effective Date shall be the date of issuance of an occupancy permit to CASELLA for the purpose of operating a Recyclable Materials Processing facility on the Premises or eight ~~six~~ (86) months after the Construction Date, whichever occurs first. CASELLA agrees to pay the full annual rental of Sixty-Seven Thousand Six Hundred Fifty-Six Dollars (\$67,656) to the CITY on the first day of the month following the Effective Date in full satisfaction of the Base Rental for the first twelve (12) months of the Lease term ("First Lease Payment").

**The first change in this section is a minor, technical change that simply indicates that substitute insurance forms providing equivalent coverage will be acceptable.**

ARTICLE 7: Insurance.

CASELLA shall purchase and maintain in full force and effect, at all times during the term of this Lease, a policy or policies of commercial general liability and property damage insurance with policy limits of not less than those outlined below. Insurance policies shall be issued on ISO form CG 00 01, or a substitute providing equivalent coverage naming the CITY as an additional insured. Such policies shall be issued with an endorsement on the following forms (or their equivalents): Liability: ISO CG 20 11 01 96 Additional Insured – Managers or Lessors of Premises; and Property: ISO CP 12 19 06 07 Additional Insured - Building Owner, since the CITY will be the owner of the building.

**The second change in this section simply harmonizes the main lease with the insurance provisions of the sublease. As originally written, there could have been a conflict between the two. This change was suggested by the City's insurer.**

All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the CASELLA's sole risk, except as otherwise provided in the Sublease. CASELLA shall not be reimbursed for same.

- |  |                      |
|--|----------------------|
| 4. Standard Form Replacement Value                 | Replacement Value;   |
| All Risk Insurance Policy <u>except</u>            | \$100,000 deductible |
| <u>as otherwise provided in the Sublease.</u>      |                      |
| <del>with regard to the Subleased Premises</del>   |                      |
| <del>to CITY as provided for in the City's</del>   |                      |
| <del>insurance policy if option is exercised</del> |                      |
| <del>by the City under the Sublease</del>          |                      |

**Here again, this is a minor change that simply includes the City's visitors and customers in the indemnity provision. This was intended by the parties, and this change simply makes it clear.**

ARTICLE 10: INDEMNITY

D. The CITY hereby expressly agrees that it will defend, indemnify, and hold CASELLA harmless from any and all claims made or asserted by the CITY's agents, servants, ~~or~~ employees, visitors or customers arising out of the CITY's activities under this Lease;

**This minor change clarifies this language without making a substantive change. It clarifies that the City is entitled to two years of rental regardless of the circumstances, so it is of benefit to the City.**

ARTICLE 12: TERMINATION OF LEASE

E. Limitation of Rental Obligation Upon Default. In the event of a termination as a result of CASELLA's default, the CITY shall be entitled to actual direct damages in an amount of ~~not to exceed~~ twenty-four (24) months Base Rental and Additional Rental, which amount is the parties best estimate of the City's damages. The parties agree that such amount constitutes liquidated damages, and not a penalty.

**This change clarifies the date by which the surety bond must be provided, that it must be renewed annually, and that a default shall occur if the bond is not provided in a timely manner. In the event of a default the surety must pay the entire amount of the bond to the City. It also provides for the surety to assume Casella's obligations if payment is made and the required bond is provided.**

ARTICLE 25: SECURITY

CASELLA shall furnish to the CITY a bond issued by a bonding company approved by the CITY in order to assure the availability of funds to remedy any default hereunder, including, without limitation, any failure to comply with environmental requirements, and to provide for abatement of nuisances, removal of materials stored other than as herein limited, and to provide for restoration and clearing of the Premises upon the termination of this Lease, whether by expiration of the term hereby created or by any default by CASELLA or the Surety, as defined below. The initial Such bond shall ~~initially~~ be in the amount of Five Hundred Thousand Dollars (\$500,000) ("Initial Amount"), to be provided within ten (10) days after upon site plan approval by the City of the proposed materials processing facility, and dated as of the date of the site plan approval ("Site Plan Approval Date"). Within forty five (45) days prior to the each anniversary date of the Site Plan Approval Date, CASELLA shall provide to the City a bond in the amount of the Initial Amount, except that the This amount may be reduced on at the third anniversary of its issuance to Two Hundred Twenty Five Thousand Dollars (\$225,000), which amount shall be adjusted annually thereafter in accordance with the formula provided with respect to Additional Rental in Article 3, Section B, above. In the event CASELLA (or the Surety as defined below) shall fail to provide a bond as required herein, a default shall occur, such that the face amount of the existing bond shall be paid to the City by the issuer of such existing bond (the "Surety"). Because the amount of damages to the City for failure to provide a bond as required herein is difficult to determine, the face amount of the bond is the parties' best estimate of the damages to the City for failure to provide a bond. The parties agree that the face amount of the bond constitutes liquidated damages, and not a penalty. If the surety makes payment of the face amount of the bond within thirty (30) days of notice from the City to CASELLA and the Surety of failure to provide the bond as required herein, the Surety shall be entitled to assume all of CASELLA's rights and obligations under the Lease, provided that the Surety provides a bond in

the amount as specified herein, within thirty (30) days of such payment. If the Surety assumes CASELLA's rights and obligations under the Lease, the Surety shall continue to provide to the City a bond in the amount as specified herein within forty five (45) days prior to each anniversary date of the Site Plan Approval Date.

**The following is a technical change to clarify the definition of disputes as "other" disputes.**

ARTICLE 28: EXCLUSIVE JURISDICTION/DISPUTE RESOLUTION.

- A. The parties agree and consent that the exclusive jurisdictions for purposes of any claim arising from or related to this Amended Agreement as to which a party seeks injunctive relief shall be the state and federal courts of the State of Maine. For all other disputes, claims or controversies arising out of or relating to this Lease or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the parties' agreement to arbitrate set forth herein, whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Other Disputes"), the Parties agree to pursue the dispute resolution procedures set forth in Section 26B.
- B. Either party may elect to institute dispute resolution procedures before JAMS, as follows, for all Other Disputes:
  2. ~~The All other Disputes shall be determined by~~ arbitration shall be in accordance with the following procedures:

SUBLEASE

**This change clarified that the City will be responsible for the deductible of \$100,000 under Landlord's property insurance if a loss at the Leased Property is due solely to the negligence or misconduct of the Tenant. The prior version provided that the City would have the option to provide insurance coverage for this deductible. We have now determined that such insurance can be provided and have agreed to do so. Note that this change is also reflected in some of the modifications outlined above in the main lease agreement.**

1. INSURANCE

- 1.1 Tenant's Insurance. Tenant shall be responsible, at its expense, for maintaining general liability insurance and for maintaining fire and extended coverage insurance on all contents belonging to Tenant, including, but not limited to, personal property and removable trade fixtures located in the Sub-Leased Premises for the duration of the Agreement, in the amount of such limits as currently provided for on the City's insurance policies. Tenant shall ~~at its option provide Replacement Coverage regarding the Sub Leased Premises or not provide such coverage but instead~~ be responsible for the deductible under Landlord's property

insurance in the amount of one hundred thousand dollars (\$100,000) if a loss at the Leased Property is due solely to the negligence or misconduct of the Tenant. Tenant shall have Landlord named as an additional insured on the insurance policies.

- 1.2 Insurance. Landlord shall maintain insurance as more further described in Article 7 of the Master Lease Agreement.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

Lease Agreement

This Lease (the "Lease") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the CITY OF LEWISTON, a municipal corporation organized by law with a principal place of business in Lewiston, County of Androscoggin, State of Maine (the "CITY") and Casella Recycling, LLC, a Maine limited liability corporation having its principal place of business in the City of Charlestown, County of Suffolk, Commonwealth of Massachusetts ("CASELLA").

WITNESSETH:

In consideration of the mutual promises herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

ARTICLE 1: LEASED PREMISES

The CITY hereby leases to CASELLA and CASELLA hereby leases from the CITY those premises described in Attachment A, annexed hereto (+3 ACRES), and including the buildings and structures located therein known as the Solid Waste Facility Processing Building (collectively the "Premises"). This Lease specifically excludes areas outside of the Premises shown on Attachment A and, more particularly, the CITY's adjacent recycling area and sanitary landfill, all of which shall remain under the sole control and management of the CITY and not subject to any rights of CASELLA. CASELLA shall use the Premises to construct and operate a Recyclable Materials Processing Facility (the "Facility") for the processing of materials that can be recycled, as more fully described in Attachment B ("Recyclable Materials").

ARTICLE 2: TERM & CONSTRUCTION DATE

- A. Term. This Lease shall extend for a term of twenty (20) years from the Effective Date (hereinafter defined) unless sooner terminated as hereinafter provided. The Lease may be extended for additional terms of five (5) years upon mutually acceptable terms and conditions and agreement of the parties.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

B. Construction Date. CASELLA shall have ~~twelveteen~~ (12) months from the date of execution of the Lease to satisfy (or waive, in CASELLA's sole judgment), the following conditions precedent (the "Conditions Precedent") to effectiveness of the Lease (The first day of the calendar month immediately following the month in which the Conditions Precedent are satisfied is referred to as the "Construction Date"):

- (1) CASELLA shall have received all necessary permits, approvals and authorizations, including all state and local construction and operating permits, approvals and authorizations, for the construction and operation of the Facility by the scheduled Construction Date. Casella shall undertake commercially reasonable efforts to obtain such permits, approval and authorizations in a timely manner.
- (2) CASELLA shall have secured necessary equity and/or debt financing, in the exercise of its reasonable judgment, for the construction and operation of the Facility in an economically viable fashion for a period of not less than the initial Term of this Lease (all mortgages and financings to be in accordance with Article 24 hereof).

If the Construction Date has not occurred within ~~twelveteen~~ (12) months of the date of the execution of this Lease or if the Phase I Termination Rights and Phase II Termination Rights further described in Article 5 (A) are triggered pursuant to the terms of said Article V, either party may terminate this Lease, with no liability to the other party, except as set forth in Section 2(C), upon thirty (30) days written notice served on the other party.

C. Rental Deposit. CASELLA shall make a deposit of Twenty Five Thousand Dollars (\$25,000) to the CITY within thirty (30) days of execution of the Lease (the "Rental Deposit"). The Rental Deposit shall be applied to the rental payments for the first year of the Lease in an amount of Two Thousand Eighty Three Dollars and Thirty Three Cents (\$2,083.33) per month. If the Lease is terminated by CASELLA based on the inability of CASELLA to satisfy Conditions Precedent set forth in Section 2(B) (2) above, the Rental Deposit shall not be returned to CASELLA. If the Lease is terminated by CASELLA based on an inability of CASELLA to satisfy Conditions Precedent set forth in Section 2(B) (1) above, or the Lease is terminated by either

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

party pursuant to the Phase I Termination Rights or Phase II Termination Rights further described in Article 5 (A), the Rental Deposit shall be returned to CASELLA within thirty (30) days of the termination of the Lease.

ARTICLE 3: RENTAL & EFFECTIVE DATE

- A. Base Rental. In addition to the other obligations imposed herein, CASELLA hereby agrees to pay the CITY, as the base rental (the "Base Rental") during the term hereof, the sum of Five Thousand Six Hundred Thirty Eight Dollars (\$5,638) in advance on the first day of each and every month of said term commencing on the first day of the month following the Effective Date (hereinafter defined). The Effective Date shall be the date of issuance of an occupancy permit to CASELLA for the purpose of operating a Recyclable Materials Processing facility on the Premises or ~~eight-six~~ (86) months after the Construction Date, whichever occurs first. CASELLA agrees to pay the full annual rental of Sixty-Seven Thousand Six Hundred Fifty-Six Dollars (\$67,656) to the CITY on the first day of the month following the Effective Date in full satisfaction of the Base Rental for the first twelve (12) months of the Lease term ("First Lease Payment").
- B. Additional Rental. In addition to the Base Rental, Casella agrees to pay as additional rental a percentage increase, beginning on the anniversary date of the Effective Date, and each anniversary date thereafter, effective on the anniversary of the Effective Date, an amount equal to the percentage increase of the Gross National Product – Implicit Price Deflator (Source – Survey of Current Business – Department of Labor) as compiled for the most recent twelve (12) month period for which such data is available as compared with the comparable figure for the prior twelve (12) month period. Notwithstanding anything to the contrary, the increase shall not be less than two percent (2%) per year nor greater than five percent (5%) per year.
- C. Place of Payment. Unless and until the CITY has otherwise notified CASELLA in writing, all payments of Base Rental and Additional Rental shall be paid to the CITY by CASELLA in care of the City Treasurer, City of Lewiston, 27 Pine Street, Lewiston, Maine 04240.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

- D. Set-Off. CASELLA shall not have the right or option to set off or deduct from either the Base Rental or Additional Rental any charges or obligation of CASELLA.

ARTICLE 4: PERMITTED USES; LESSEE'S WORK

- A. Material Processing Facility. CASELLA shall use the Premises solely as a Recyclable Materials Processing Facility, which shall be licensed as a solid waste transfer facility by the Maine Department of Environmental Protection (the "DEP Solid Waste Permit") and may also be permitted as a junkyard for waste and material storage by the City of Lewiston (the "City Junkyard Permit"), as such licenses and permits may be amended or modified from time to time, provided that at all times CASELLA shall maintain all requisite licenses and permits to operate the Facility as a solid waste transfer facility and as a junkyard, if a junkyard permit is required. Recyclable Materials activities permitted on the Premises shall be limited to accepting, sorting, and shipping Recyclable Materials for appropriate reuse, which include the materials found on Attachment B, and only those similar non-hazardous materials for which a market exists and that the CITY has approved in writing, such approval not to be unreasonably withheld, conditioned or delayed. The Recyclable Materials on Attachment B may be updated by the parties from time to time. Casella shall not dispose of any materials or residue at the adjacent CITY-owned and operated landfill.
- B. In-State Material. CASELLA shall accept only those Recyclable Materials originating within the State of Maine. No out-of-state waste of any type will be accepted for processing or storage at the leased Premises. For purposes of this section, in-state waste shall not include waste originating from out of state sources that is subsequently processed or handled at a facility located within the State of Maine, with the exception of cardboard, plastic, and other acceptable materials as defined in Section 4 (A) above recovered at the KTI Biofuels, Inc. facility located in Lewiston, Maine.
- C. New Construction and Improvements. CASELLA shall undertake such site work and construct such buildings and structures as may be required to support the activities authorized by this Lease. Such work and construction is preliminarily shown on Attachment A. Final approval of such buildings and structures is subject to CASELLA

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

submitting a site plan, prepared and stamped by a State of Maine licensed engineer to the CITY and its Planning Board for review and approval, and building plans and specifications. Such finally approved site plan and building plans and specifications shall be attached to the Lease, be deemed part of the Lease, and be referred to as the Site Plan. CASELLA shall at all times during the Term of this Lease and any extension thereto remain in conformance with the Site Plan as may be modified from time to time pursuant to this Section 4 (C). The Site Plan may be modified in the future by CASELLA if proposed changes are approved in advance by the CITY, such approvals to not be unreasonably withheld, conditioned, or delayed. All buildings constructed on the Premises shall be designed and constructed in accordance with all applicable federal, state, and local laws, rules, and regulations, including conditions imposed by the City Planning Board. CASELLA shall submit plans and specifications to the CITY for any structures which are new or which will be relocated on or after the initial commencement date of this Lease.

- D. Space Provided to CITY. CASELLA shall provide, at no rent to CITY, adequate space within the Premises for the CITY to accept and process universal and electronic waste, waste oil, and appliances or equipment containing Freon, subject to certain indemnity provisions from CITY to CASELLA to be further described in a sub-lease agreement between the parties attached as Attachment C.

ARTICLE 5: COVENANTS OF CASELLA

- A. Acceptance of Premises. CASELLA shall accept delivery of the Premises in an “as is” state, subject to the completion of a Phase I Environmental Assessment to be undertaken by CASELLA by a qualified consulting firm acceptable to the CITY. Should either party deem the results of such assessment to be problematic, either party may terminate this Lease within thirty (30) days of the receipt of the results of the Phase I Assessment with no further obligations to the other (“Phase I Termination Rights”). Alternatively, the parties may agree to undertake a Phase II Environmental Assessment with the cost of such assessment to be divided equally. In the absence of such termination, the parties shall be deemed to have agreed to undertake a Phase II assessment, which CASELLA shall undertake using a qualified consulting firm

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

acceptable to the CITY. Should the Phase II assessment indicate a reasonable likelihood of the existence of environmental issues that are likely to require remediation at a cost of twenty-five thousand dollars (\$25,000) or less, CASELLA shall undertake such remediation in a manner, and using contractors, acceptable to the CITY. Should the Phase II assessment indicate a reasonable likelihood of the existence of environmental issues that are likely to require remediation at a cost in excess of twenty-five thousand dollars (\$25,000), the CITY and CASELLA shall each individually, within sixty (60) days of receipt of the results of the assessment, have the right to terminate this Lease ("Phase II Termination Rights"). In the event that either party does not provide notice to the other party of termination within such sixty (60) day period, then the parties shall be deemed to have agreed to continue the Lease in full force and effect and to share equally in those costs of remediation in excess of twenty-five thousand dollars (\$25,000), such remediation efforts to be undertaken by the CITY and made in consultation with CASELLA but without the CITY being bound to follow the CASELLA advice. No representations as to the state of the Premises are made by the CITY.

- B. Business Use. CASELLA agrees that, without prior written consent of the CITY, the Premises shall be occupied by no other person or firm, its agents, employees, contractors, vendors, or suppliers, except in accordance with the provisions hereof with respect to the construction of buildings and facilities and delivery of materials and removal of product and by-products pursuant to the Article 4 permitted activities.
- C. Lawful Use. CASELLA will use and occupy the Premises and appurtenances thereto in a careful, safe, and proper manner and will not commit, suffer, or permit the same to be used for any unlawful purpose and will conform to and abide in all material respects by any and all governmental regulations respecting the Premises and the use and occupancy thereof. Without limiting the generality of the foregoing, CASELLA shall:
1. Obtain and maintain in force at all times all licenses and permits, whether state, federal, or local, necessary for CASELLA to operate its businesses.
  2. Remove all waste material not destined for beneficial reuse to an appropriate place for lawful disposition thereof. Such material will not be accepted or placed in the CITY's adjacent sanitary landfill. CASELLA shall undertake commercially reasonable efforts to dispose of residue from the processing of the Recyclable Materials at the Mid-Maine Waste Action Corporation incinerator

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

located in Auburn, Maine unless that facility is unable or unwilling to accept such material.

3. Prevent any leaching of petroleum products or other materials into the ground in accordance with all laws, rules, regulations, and requirements established by or in connection with the Maine Department of Environmental Protection.
4. Cause all conveyors and all machinery, with the exception of mobile processing equipment, to be fully and safely placed within buildings and/or enclosed so as to prevent access by unauthorized persons and to minimize any possible escape of dust and other materials into the atmosphere.
5. Construct its facilities and operate the same in full compliance with all local, state, and federal requirements, specifically including relevant fire prevention codes and environmental laws.
6. Not permanently place, cause to be placed, deposit, or discharge any hazardous waste upon the Premises or upon any other portion of the CITY's adjacent property and further expressly agree that it shall indemnify the CITY from any and all costs, expense, or liability of whatever kind or nature, including reasonable attorneys fees and costs and any penalties and fines, incurred by the CITY in detecting, evaluating, removing, treating, disposing of, or otherwise responding to any hazardous waste placed or deposited in violation of this paragraph. CASELLA agrees that it shall not violate any local, state, or federal regulation, ordinance, or statute pertaining to hazardous waste or hazardous materials and further expressly agrees that it shall indemnify the CITY from any and all costs, expense, or liability, of whatever kind or nature, including reasonable attorneys fees and costs and any penalties and fines, incurred by the CITY for any such violation. Such costs shall be deemed to include, without limitation, the CITY's costs and attorneys fees of defending any suit filed by any person, entity, agency, or governmental authority; paying any fines imposed in connection with such suit; paying any judgments or otherwise settling any damage claims; complying with any order by a court of competent jurisdiction directing the CITY to take any remedial action with respect to such waste; and all associated attorney's fees and costs. For the purpose of this paragraph, the term "hazardous waste" shall be deemed to include every substance now or hereafter designated as a hazardous waste under any provision of state or federal law.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

CASELLA's obligations under this paragraph shall be deemed to survive the expiration or termination of this Lease.

7. Make deliveries to the Premises from 7 a.m. to 5 p.m. on Monday through Friday and from 8 a.m. to 12 p.m. on Saturday, with no Sunday operation, subject to longer daily and/or weekly operation with the CITY's consent. The processing of Recyclable Materials delivered to the Facility will be permitted from 6 a.m. to 10 p.m. to the extent that all processing occurs within an enclosed structure. Notwithstanding the foregoing sentences, CASELLA shall be permitted to perform maintenance and repairs on the plant and equipment at any time.
  8. Operate the Premises so as to produce no more than seventy (70) dBa of noise measured at the property line. Transient noise caused by backup alarms on vehicles shall be disregarded for purposes of determining compliance with this requirement.
  9. All deliveries of Recyclable Materials shall be deposited and stored within the processing building. Once processed, these materials shall be stored inside a building until transported from the Premises. Staging areas and storage of all materials shall be in accordance with the terms and conditions of the City Junkyard Permit, if required, and DEP Solid Waste Permit as such may be modified, renewed, or amended from time to time.
- D. Payment and Performance Bonds. With respect to any construction (labor or materials) contemplated by Article 4 hereof and any repairs to or restoration or reconstruction thereof, and also to any other construction or other work which is lienable under Maine law from time to time in effect, CASELLA shall, prior to commencement thereof, submit a request to the CITY as to whether a bond will be required, and, if requested by the CITY, provide to the CITY a payment and performance bond or bonds naming the CITY as obligee in full contract price for such labor and materials (including, where applicable, any contractual element for profit and/or overhead), all in form and issued by insurers approved by the CITY.
- E. Creation of Additional Hazards. Except for the use of the Premises contemplated by this Lease, CASELLA shall neither do, nor permit, any act or thing which may increase the casualty risk, fire hazard, or insurance coverages on the Premises, except with the prior written consent of the CITY and assumption by CASELLA of additional rates arising from such additional potential hazard. If CASELLA should cause an increase in

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

the hazard, the CITY reserves the right to require a higher minimum level of insurance. Without limiting the generality of the foregoing, no fuel burning equipment, except vehicles and boilers necessary for providing heat to buildings, will be used on the Premises.

- F. Utilities. CASELLA shall pay all bills for water, sewer, stormwater, trash removal, gas, and electricity, fuel oil, and other utilities which may be assessed or charged against the occupant of the Premises during the term of this Lease.
- G. Taxation. CASELLA agrees that the Premises shall be deemed taxable by the City of Lewiston Tax Assessor during the entire term hereby created. CASELLA shall promptly pay on or before the due date thereof all real estate taxes (land and buildings) and all taxes on its personal property at the Premises, including, without limitation, excise taxes on its mobile equipment predominantly stationed at the Premises, which shall be registered under Maine law at CASELLA's place of business at Lewiston, Maine, it being intended that the City of Lewiston shall benefit from the tax on such mobile equipment.

ARTICLE 6: MAINTENANCE, REPAIR, RELACEMENT, AND RESTORATION

- A. CASELLA's Obligation. CASELLA agrees that, except for reasonable wear and tear and casualty damage, and at its sole cost and expense, it shall make all repairs, alterations, and restorations to the Premises, including foundations, roof, interior and exterior structural components of the buildings, and the non-structural components of the Premises (including all doors, doorframes, glass, window sashes, floor coverings, and including the water and sewer systems and plumbing, heating, air conditioning, electrical and electric systems) (i) as may be necessary to maintain said portions of the Premises in as good repair and condition as the same are on the date of substantial completion of CASELLA's work and execution of the certificate of occupancy; and (ii) which may be required by any laws, ordinances, or regulations of any public authority having jurisdiction, the applicability of which CASELLA shall be entitled to contest in an appropriate form.
- B. Right of Access. The CITY and its designated representatives shall have a right of access to inspect the Premises and to order corrective measures consistent with the terms of this Lease and/or applicable law. In the event CASELLA fails to make repairs to keep the

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

Premises and all improvements thereon in a safe and sanitary condition, the CITY shall have the right to enter upon the Premises for purposes of making repairs and to charge the cost of such reasonable repairs to CASELLA, which charges shall be payable within ninety (90) days of demand by the CITY in the form of an invoice for such charges and costs to CASELLA.

- C. Due Diligence. Before making any repairs, alterations, or restorations regarding the Premises or any improvements thereon, CASELLA agrees that it will procure all necessary permits. CASELLA agrees to pay promptly when due the costs of any work caused to be done by it on the Premises so that the Premises shall at all times be free of liens for labor or materials. CASELLA agrees to save harmless and indemnify the CITY from and against any and all injury, loss, claim, or damage to any person or property occasioned by or arising out of the doing of any such work by CASELLA or its employees or agents.
- D. Snow Removal. CASELLA shall be responsible for snow removal within the Premises and shall be responsible to perform all snow and ice removal necessary to its operations at the Premises.
- E. Trash Removal. CASELLA shall be responsible for all waste and trash removal at the Premises.
- F. Pavement Maintenance. CASELLA shall be responsible for maintaining all pavements (including parking areas) throughout the Premises in a manner that allows for the safe passage of vehicles and equipment throughout the Premises and through the Premises to adjacent CITY property.

ARTICLE 7: Insurance.

CASELLA shall purchase and maintain in full force and effect, at all times during the term of this Lease, a policy or policies of commercial general liability and property damage insurance with policy limits of not less than those outlined below. Insurance policies shall be issued on ISO form CG 00 01, or a substitute providing equivalent coverage naming the CITY as an additional insured. Such policies shall be issued with an endorsement on the following forms (or their equivalents): Liability: ISO CG 20 11 01 96 Additional Insured – Managers or Lessors of Premises; and Property: ISO CP 12 19 06 07 Additional Insured - Building Owner, since the CITY will be the owner of the building. The foregoing endorsements shall provide that there is

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

no exclusion from coverage for the acts or omissions of the Additional Insured. The insurance shall be endorsed to provide primary and non-contributing liability coverage. It is the specific intent of the parties to this Agreement that all insurance held by the CITY shall be excess, secondary and non-contributory. In addition, such insurance shall have the following endorsements: Waiver of Subrogation: ISO form CG 29 88 10 93 Waiver of Transfer of Rights of Recovery Against Others Endorsement; and ISO form CP 10 30, or equivalent, Waiver of Subrogation by Insurer as to the Landlord. In addition, the insurance shall contain an endorsement, "Deletion of Personal Injury Exclusion to Contractual Liability Coverage" that provides that the personal injury contractual liability exclusion shall be deleted. The following endorsements are prohibited from such insurance:

- (a) Contractual Liability Limitation, CG 21 39 or its equivalent.
- (b) Amendment Of Insured Contract Definition, CG 24 26 or its equivalent.
- (c) Limitation of Coverage to Designated Premises or Project, CG 21 44.
- (d) Any endorsement modifying or deleting the exception to the Employer's Liability exclusion.
- (e) Any "Insured vs. Insured" exclusion
- (f) Any type of punitive, exemplary or multiplied damages exclusion.

All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the CASELLA's sole risk, except as otherwise provided in the Sublease. CASELLA shall not be reimbursed for same.

CASELLA agrees, at the request of the CITY, but in any event not more often than once every 5 years, to increase the limits of its general liability insurance to such limits as are then customarily carried with respect to premises similar to the Leased Premises within the State of Maine. The designation of insurance policy minimum limits shall not be construed to be, nor operate as, a limitation on the financial liability of CASELLA in respect to the hold harmless provisions of this Lease but only establish a minimum threshold for third-party payment. The amounts of such coverage shall be initially no less than as follows:

<u>Type</u>	<u>Amount</u>
1. Workers' Compensation	\$1 Million combined single limit Statutory Employers Liability Covered by no less than a\$50 Million Umbrella in conjunction with items 2 and 3 below
2. Commercial General Liability to include but not be limited to	\$3 Million per occurrence \$3 Million aggregate

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

- |   |   |
|---|---|
| <p>the following</p> <ul style="list-style-type: none"> <li>a) premises/operations</li> <li>b) independent contractor</li> <li>c) personal injury coverage</li> <li>d) product/completed operations</li> <li>e) contractual liability</li> </ul>                                | <p>covered by \$50 Million umbrella<br/> \$250,000 deductible</p>   |
| <p>3. Comprehensive Automobile Liability coverage to include coverage for:</p> <ul style="list-style-type: none"> <li>a) owned/rented automobiles</li> <li>b) non-owned automobiles</li> <li>c) hired cars</li> </ul>   | <p>\$3 Million per occurrence<br/> \$3 Million aggregate<br/> \$25,000 deductible<br/> Covered by \$50 Million Umbrella</p> |
| <p>4. Standard Form Replacement Value All Risk Insurance Policy except <del>as otherwise provided in the Sublease. with regard to the Subleased Premises to CITY as provided for in the City's insurance policy if option is exercised by the City under the Sublease</del></p> | <p>Replacement Value;<br/> \$100,000 deductible</p>   |
| <p>5. Commercial Business Interruption</p>  | <p>Equal to 1 year loss of profit</p>   |
| <p>6. Environmental Liability</p>   | <p>\$13 million per occurrence<br/> \$13 million aggregate<br/> \$100,000 deductible</p>                                    |

The CITY and CASELLA release each other from any liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to any building, structure or tangible property, or any resulting loss of income, or losses under any workers' compensation laws and benefits, notwithstanding the fact that such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each party shall include in any insurance policy or policies required by this Lease a provision that any such release shall not adversely affect said policies or prejudice any right to recover under such policies. If the release of either the CITY or CASELLA, as set forth in the first sentence of this Section, shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released, but no action or rights shall be sought or enforced against such party unless and until all rights and remedies against the claimant's insurer are exhausted and the claimant shall be unable to collect such insurance proceeds.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

ARTICLE 8: DAMAGE BY FIRE OR OTHER CASUALTY

If, during the Term hereof, the buildings and improvements on the Premises shall be destroyed or damaged in whole or in part by fire or the elements or by any other cause whatsoever, then CASELLA shall cause the same to be repaired, replaced, or rebuilt as nearly as practicable to the condition existing just prior to such damage or destruction and within a period of time which, under all prevailing circumstances, shall be reasonable. CASELLA shall repair, replace, or rebuild the affected portion of the Premises with due diligence.

Prior to commencing any work necessary to repair, replace, or rebuild the buildings and other improvements, CASELLA shall furnish the CITY with complete plans and specifications for such repairing, replacing, and rebuilding, which plans and specifications shall meet with the reasonable approval of the CITY and with the approval of any governmental board, bureau, or body then exercising jurisdiction with regard to such work. CASELLA shall cause such repairs, replacement, or rebuilding to be performed in accordance with the plans and specifications therefor and any applicable law, statute, ordinance, regulation, or requirement of the federal, state, or municipal governments. CASELLA shall not be entitled to any abatement or reduction in Rent during the period of such restoration or rebuilding.

ARTICLE 9: COVENANT OF THE CITY

The CITY shall warrant and defend CASELLA in the quiet peaceable possession of the Premises during the term hereof so long as CASELLA shall perform any and all of the covenants, agreements, terms, and conditions herein agreed to be kept by CASELLA.

ARTICLE 10: INDEMNITY

- A. General Indemnification - CASELLA shall defend, indemnify, and hold the CITY and its inhabitants, officers, employees, and agents completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to the use, occupancy, conduct, or management of the Premises or the acts or omissions of CASELLA's officers, agents, employees, contractors, subcontractors, licensees, or

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

invitees, except to the extent that such injury, death, or damage is caused by the negligence and/or intentional acts or omissions of the CITY and/or its agents or employees utilizing the Premises. CASELLA shall give to the CITY reasonable notice of any such claims or actions.

- B. Waiver of Workers' Compensation Immunity - CASELLA hereby expressly agrees that it will defend, indemnify and hold the CITY, its inhabitants, officers, employees and agents completely harmless from any and all claims made or asserted by CASELLA's agents, servants, or employees arising out of CASELLA's activities under this Lease; provided, however, that CASELLA's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability arising from the negligence and/or intentional acts or omissions of the CITY and/or others utilizing the Premises and/or portions thereof as herein provided. For this purpose, CASELLA hereby expressly waives any and all immunity it may have under the Maine Workers Compensation Act in regard to such claims made or asserted by CASELLA's agents, servants, or employees. Subject to the limitations hereinabove set forth, the indemnification provided under this paragraph shall extend to and include any and all costs incurred by the CITY to answer, investigate, defend, and settle all such claims, including but not limited to the CITY's costs for attorneys fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of CASELLA's agents, servants, or employees against the CITY in regard to claims made or asserted by such agents, servants, or employees.
- C. CASELLA shall indemnify, defend, and hold harmless the CITY from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by CASELLA or anyone acting under its direction or control or in its behalf in the course of CASELLA's activities under this Lease and/or others utilizing the Premises, provided that CASELLA's aforesaid indemnity and hold harmless agreement shall not be applicable to the extent of any liability arising from the negligence and/or intentional acts or omissions of the CITY or anyone acting under its direction or control or in its behalf under this Lease.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

- D. The CITY hereby expressly agrees that it will defend, indemnify, and hold CASELLA harmless from any and all claims made or asserted by the CITY's agents, servants, or employees, visitors or customers arising out of the CITY's activities under this Lease; provided however that the CITY's aforesaid indemnity and hold harmless agreement shall not be applicable to the extent of any liability based upon the negligence and/or intentional acts or omissions of CASELLA or anyone acting under its direction or control or in its behalf in the course of CASELLA's activities under this Lease. For this purpose, the CITY hereby expressly waives any and all immunity it may have under Maine's Workers' Compensation Act in regard to such claims made or asserted by the CITY's agents, servants, or employees subject to the limitations hereinabove set forth. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by CASELLA to answer, investigate, defend, and settle all such claims, including but not limited to CASELLA's costs for attorney fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the CITY's agents, servants, or employees against CASELLA in regard to claims made or asserted by such agents, servants, or employees.
- E. The indemnification and hold harmless provisions of the CITY contained in this Lease, notwithstanding anything to the contrary in this Lease, shall not be considered to, and shall not, expand or create liability on the part of the CITY to any person (including the persons so indemnified) for claims from which the CITY is released, exempted, and/or protected by the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or expanded. The obligations and exposure of the CITY under any indemnification obligations contained in this Lease are subject to the foregoing limitations and are further subject to and shall not exceed the amounts payable to any claiming party under any liability insurance or other applicable insurance the CITY is maintaining at the time of such claim, if any, whichever is higher.
- F. CASELLA agrees that all personal property of every kind and description that may at any time be in or on the Premises shall be at its sole risk and that the CITY shall not be liable for any damage to said property or for any loss suffered by CASELLA in its business caused by any manner whatsoever. The CITY shall not be liable for any damage to said property or for any loss suffered by CASELLA in its business caused by any manner

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

whatsoever, unless arising as a result of the CITY's misconduct or negligence. The CITY shall not be liable for any damage to persons or property resulting from fire, explosion, falling building materials, steam, gas, electricity, rain, water, snow, or leaks in any part of the Premises or from the pipes, appliances, plumbing works, or from the roof, streets, or subsurface, or from any other place.

- G. Under no circumstances shall either party ever be liable for special, incidental, exemplary, punitive, indirect or consequential damages.

ARTICLE 11: PASSAGE AND EASEMENT

The parties acknowledge that the Premises is used by CASELLA and other parties and that, in order to accommodate various uses, the CITY in this Lease reserves certain rights and uses related to the Premises to itself and its successors and assigns. The CITY hereby reserves for itself, its residents, and its customers the right to pass through the Premises during the hours in which the City accepts materials at its recycling area or landfill for purposes of accessing other CITY property and operations located in or adjacent to the Premises to include the CITY's sanitary landfill, adjacent CITY-owned property, and the office building used by the CITY and located near the River Road frontage of the Premises. In addition, the CITY's authorized employees shall have this right and easement at all times, whether during or outside of CASELLA's operating hours. These rights shall also extend to those authorized by the CITY to access the CITY's sanitary landfill, the household hazardous waste facility located adjacent to the premises, and other adjacent CITY owned property.

The parties also acknowledge that CASELLA and its authorized agents require access to adjacent portions of CITY-owned and controlled property for purposes of access to the Premises and to fulfill various requirements of this Lease. Therefore, the CITY grants to CASELLA, its agents, and its customers the right to pass through these areas as shown on Attachment A, attached hereto, for these purposes. This right shall not extend to access to the CITY's adjacent sanitary landfill.

ARTICLE 12: TERMINATION OF LEASE

- A. Provisions as to Default. The following acts shall constitute acts of default:

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

1. If, notwithstanding the lack of notice or demand by the CITY to CASELLA, the rent or any part thereof (including additional rent) shall at any time be in arrears and unpaid for a period of seven (7) calendar days after notice thereof from the CITY to CASELLA, or
  2. If CASELLA shall fail to keep and perform any of the covenants, agreements, and conditions of this Lease on its part to be kept and performed within thirty (30) days of notice of such failure to CASELLA, or
  3. If CASELLA shall vacate or abandon the Premises for a period of six consecutive months during the term of this Lease or shall make an assignment for the benefit of its creditors without the consent of the CITY or if the interest of CASELLA hereunder shall be sold upon execution or other legal process, or
  4. If CASELLA shall have entered against it by any Court having jurisdiction a decree or order for relief in respect of CASELLA in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or if a receiver, liquidator, assignee, trustee, custodian, or similar official is appointed regarding CASELLA or any substantial part of its property, or if CASELLA fails generally to pay its debts as they come due, or if CASELLA files a voluntary petition in bankruptcy or takes any corporate action in furtherance of any of the foregoing.
- B. Notice of Default. With regard to the occurrence of an event of default under subparagraph 12(A)(2), above, the Lease shall terminate if CASELLA has failed to cure such default within thirty (30) days from the date the CITY gives CASELLA written notice of such default. With regard to the occurrence of an event of default under subparagraphs 12(A)(1), (3) or (4) above, the Lease shall terminate upon the City giving notice to CASELLA of termination of the Lease.
- C. Real Property and Fixtures Thereto. Upon the termination of this Lease by expiration of the term or because of a default by CASELLA, all buildings, fencing, paving, plumbing, heating, lighting, and similar fixtures not excluded under Article 18 shall become the sole property of the CITY, free from any claim by CASELLA or its successors or assigns.
- D. Remedies for Default. The CITY shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law for default and its right to terminate under Subsection 12B:
- (i) The CITY may terminate the Lease and retake possession of the Premises. Following such retaking of possession, the CITY shall not be obligated to relet the

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

Premises.

(ii) The CITY may make any payment or perform any obligation which CASELLA has failed to perform. The CITY shall be entitled to recover from CASELLA upon demand all amounts so expended plus interest from the date of the expenditure at the rate of one and one-half percent (1½%) per month together with the CITY's reasonable attorneys' fees and costs of collection for failure to pay. Any such payment or performance by the CITY shall not waive CASELLA's default.

(iii) In any action to enforce any terms of the Lease, the City shall be entitled to its reasonable attorneys' fees and costs.

E. Limitation of Rental Obligation Upon Default. In the event of a termination as a result of CASELLA's default, the CITY shall be entitled to actual direct damages in an amount of not to exceed twenty-four (24) months Base Rental and Additional Rental, which amount is the parties best estimate of the City's damages. The parties agree that such amount constitutes liquidated damages, and not a penalty.

ARTICLE 13: ASSIGNMENT OR SUBLEASE.

Except for an assignment to a lender for collateral security, CASELLA shall not have the right to assign this Lease or sublet the Premises, or any part thereof, without the written consent of the CITY. By giving consent, the CITY agrees to accept the assignee of CASELLA, but such assignment shall not release CASELLA from the performance of any obligations under this Lease unless such release is otherwise specifically provided for in writing between the CITY and CASELLA. In the event the Premises are sublet, said sublease shall be for the full term of this Lease unless this Lease is sooner terminated, as provided herein, in which event such sublease shall be coterminous with this Lease. Notwithstanding anything to the contrary in this section, CASELLA may assign this Lease to any entity controlling, controlled by, or under common control with CASELLA without obtaining the CITY's consent.

ARTICLE 14: NEW CONSTRUCTION AND RECONSTRUCTION.

No material change in the construction or modification of the buildings located on the Premises shown in the Site Plan, after substantial completion of CASELLA's initial improvements, shall be

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

made without the prior consent of the CITY, except such construction as may be required as a result of a casualty loss, in which case the building or buildings thus damaged shall be returned to their pre-existing condition.

ARTICLE 15: LIENS

CASELLA will promptly discharge (either by payment or by filing of the necessary bond or otherwise) any mechanics', materialmen's or other liens against the Premises or any buildings, structures or improvements thereon, which liens may arise out of any payment due for labor, services, materials, supplies or equipment which may have been furnished to or for CASELLA or the Premises during the term of the Lease.

ARTICLE 16: TITLE TO BUILDINGS, STRUCTURES, AND IMPROVEMENTS

Title to the buildings, structures, and improvements constructed on the Premises by CASELLA shall pass to the CITY upon their completion, personal property of CASELLA excepted. The CITY shall retain title to all building, structures, improvements, facilities and installations currently located on the Premises.

ARTICLE 17: RIGHT OF ENTRY.

The CITY, or any of its duly authorized agents, may enter upon the Premises at all reasonable times and with reasonable advance notice to CASELLA to examine the condition of the Premises, the state of repair and maintenance being performed by CASELLA, and, for purposes of determining compliance with this Lease, to examine records relating to the origin of Recyclable Materials received at the Facility, the locations to which processed waste and residuals have been shipped, and the pricing structure in place for other CASELLA customers.

ARTICLE 18: SURRENDER.

CASELLA shall surrender and deliver up the Premises at the end of the term in as good order and condition as existed upon substantial completion of CASELLA's work and the execution of the initial certificate of occupancy, reasonable use, normal wear and tear, and damage by casualty excepted. All machinery and equipment installed or used by CASELLA in the operation of its

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

business on the Premises, with the exception of any machinery or equipment initially provided by the CITY, whether such equipment and machinery is later replaced, upgraded, or improved, shall, at the termination of the leasehold, be removed from the Premises and the Premises shall be returned to the CITY in broom clean condition. Any such property shall be removed by CASELLA within thirty (30) days following the end of the term hereby created unless the CITY consents in writing to the non-removal thereof, with such property then becoming the property of the CITY. Any damage to the land or the buildings of the CITY caused by CASELLA's removal of any of its property shall be promptly repaired by CASELLA such that the land or buildings of the CITY shall be returned as nearly as possible to its condition at the commencement of the Lease, ordinary wear and tear excepted.

ARTICLE 19: HOLD-OVER.

Rights acquired under this Lease shall not extend beyond the term hereby created, and no holding over or continuing in the occupancy of the Premises shall not cause or be construed to be an extension of this Lease, but, in any and all such cases, CASELLA shall be a tenant at will at the option of the CITY, subject to removal by the CITY by summary process and proceedings. CASELLA hereby agrees to pay for the time CASELLA retains possession of the Premises or any part thereof after the termination of this Lease at the rate of rental provided for herein, including additional rental, plus an additional 50% of total rental and to pay all expenses of the CITY incurred in enforcing the provisions of this Article 19. This Agreement shall not constitute a waiver by the CITY of any right of re-entry.

ARTICLE 20: CITY RECYCLABLES.

CASELLA shall accept Recyclable Materials delivered to the Premises by the CITY or its contractors or agents for processing under terms and conditions that meet or exceed the most favorable financial terms and conditions offered by CASELLA to any other customer utilizing the services of the Facility. The CITY hereby exercises its option under the existing agreement with CASELLA for processing of Recyclable Materials for the additional two (2) year period ending June 30, 2016. CASELLA hereby offers the City options to further extend such existing agreement for two (2) additional five (5) year periods beyond June 30, 2016, which the City may consider and accept in accordance with its normal purchasing policies.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

ARTICLE 21: SCALE; WEIGH FEE

CASELLA agrees to pay for the value of the replacement of one CITY-owned scale in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000), such amount to be paid within thirty (30) days of the date of the Construction Date (the "Pre-Payment"). In addition, CASELLA shall pay to CITY an initial weigh fee of five dollars (\$5) per vehicle entering the PREMISES for the purpose of delivering recyclables for processing (the "Weigh Fee"). The CITY will be responsible for tracking the number of vehicles entering the PREMISES daily, and will provide CASELLA with a monthly report. The Weigh Fee shall be adjusted on every fifth (5<sup>th</sup>) anniversary of the Effective Date in an amount equal to the percentage increase of the Gross National Product – Implicit Price Deflator over the most recent five (5) year period for which this data is available. Notwithstanding anything to the contrary, each five (5) year increase shall not be less than ten percent (10%) nor greater than twenty-five percent (25%). The Weigh Fee shall not be collected from CASELLA by the CITY until CASELLA has been credited in an amount equal to the amount initially paid by CASELLA for the Pre-Payment. The CITY shall provide CASELLA with a monthly statement showing the Weigh Fee credit. Once this Weigh Fee credit has been satisfied, CITY shall invoice CASELLA monthly for the Weigh Fee.

ARTICLE 22: EXISTING CITY AGREEMENTS

In the event that CITY has agreements to accept Recyclable Materials in effect with other municipalities as of the date this Agreement is executed, CITY shall provide CASELLA with copies of such agreements within thirty (30) days of that date. CASELLA may, at its option, continue to honor such agreements or request that CITY exercise its right to terminate such agreements in accordance with their terms and conditions. At the request of CASELLA, the CITY shall assist CASELLA in meeting with such municipalities regarding continued use of CASELLA services provided on the Premises.

ARTICLE 23: ACCESS TO RECORDS

CASELLA shall provide the CITY with access to inspect all records documenting the origin of all commercial materials received at the Facility for processing and the locations to which processed material and residues are sent for reuse or disposal. All such records shall be

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

maintained at the Facility for a minimum of three (3) years from the time of their creation. Such access shall be provided within normal business hours upon reasonable prior written notification to CASELLA. For purposes of this paragraph, "reasonable notification" shall include any actual notification to CASELLA not less than one business day prior to the date of inspection. Any such inspections shall be conducted in a manner which does not unduly interfere with CASELLA's operations on the leased premises.

ARTICLE 24: MISCELLANEOUS

- A. Notice. Any notice to be served by and on behalf of either party to the other under this Lease or in connection with any proceedings or any act growing out of this Lease and the tenancy hereby granted, shall be sufficiently served by forwarding the same by registered or certified mail to such party by the other or by delivery in person or as by service of legal process addressed to the parties as set forth herein.

If to Lessee:                    Casella Recycling, LLC  
   14-24 Bunker Hill Industrial Park  
   Charlestown, MA 02129  
   Attn: Bob Cappadona, VP

With copy to:                    Casella Waste Systems, Inc.  
   25 Greens Hill Lane  
   Rutland, VT 05701  
   Attn: Office of General Counsel

And with a further copy to a bank (mortgagee) to be designated from time to time by Lessee.

If to the Lessor:                City of Lewiston  
   27 Pine Street  
   Lewiston, ME 04240  
   ATTN: City Administrator

With copy to:                    City Clerk  
   City of Lewiston  
   27 Pine Street  
   Lewiston, ME 04240

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

All such notices shall be effective from the date of delivery of the same to the United States Postal Service or from the date of receipt if delivery in person or by service of legal process. All notices and consents required by the provisions of this Lease shall be in writing.

- B. Memorandum of Lease. The CITY and CASELLA agree to execute a Memorandum of Lease, which CASELLA, at its expense, shall record with the Registry of Deeds of Androscoggin County, Maine.
- C. Employees. To the extent permitted by federal and Maine law, CASELLA agrees to use commercially reasonable efforts to employ individuals who reside in Lewiston, Auburn, or any other municipality bordering upon Lewiston and Auburn for its operations at the Premises, including management personnel.
- D. Permits. All federal, state, and local permits necessary for the accomplishment of the construction of buildings, improvement of land, and operation of the facilities on the Premises shall be at the sole expense of CASELLA.
- E. Binding Effect. The terms of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- F. Governing Law. This Lease shall be construed in accordance with the provisions of the laws of the State of Maine.
- G. Entire Agreement. The parties hereto agree that this Lease contains the entire agreement between the parties hereto with respect to the matters set forth herein and supersede any prior understandings between them.
- H. Amendment. This Lease may be amended only by a document making specific reference to this Lease and executed on behalf of the CITY and CASELLA.

ARTICLE 25: SECURITY

CASELLA shall furnish to the CITY a bond issued by a bonding company approved by the CITY in order to assure the availability of funds to remedy any default hereunder, including, without limitation, any failure to comply with environmental requirements, and to provide for abatement of nuisances, removal of materials stored other than as herein limited, and to provide for restoration and clearing of the Premises upon the termination of this Lease, whether by expiration of the term hereby created or by any

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

default by CASELLA or the Surety, as defined below. The initial ~~Such~~ bond shall initially be in the amount of Five Hundred Thousand Dollars (\$500,000) (“Initial Amount”), to be provided within ten (10) days after ~~upon~~ site plan approval by the City of the proposed materials processing facility, and dated as of the date of the site plan approval (“Site Plan Approval Date”). Within forty five (45) days prior to the each anniversary date of the Site Plan Approval Date, CASELLA shall provide to the City a bond in the amount of the Initial Amount, except that the ~~This~~ amount may be reduced ~~on~~ at the third anniversary of its issuance to Two Hundred Twenty Five Thousand Dollars (\$225,000), which amount shall be adjusted annually thereafter in accordance with the formula provided with respect to Additional Rental in Article 3, Section B, above. In the event CASELLA (or the Surety as defined below) shall fail to provide a bond as required herein, a default shall occur, such that the face amount of the existing bond shall be paid to the City by the issuer of such existing bond (the “Surety”). Because the amount of damages to the City for failure to provide a bond as required herein is difficult to determine, the face amount of the bond is the parties’ best estimate of the damages to the City for failure to provide a bond. The parties agree that the face amount of the bond constitutes liquidated damages, and not a penalty. If the surety makes payment of the face amount of the bond within thirty (30) days of notice from the City to CASELLA and the Surety of failure to provide the bond as required herein, the Surety shall be entitled to assume all of CASELLA’s rights and obligations under the Lease, provided that the Surety provides a bond, in the amount of the bond in the amount as specified herein, within thirty (30) days of such payment. If the Surety assumes CASELLA’s rights and obligations under the Lease, the Surety shall continue to provide to the City a bond in the amount as specified herein within forty five (45) days prior to each anniversary date of the Site Plan Approval Date.

ARTICLE 26: FINANCING: MORTGAGE RIGHTS

- A. Financing. CASELLA shall be entitled to mortgage, assign, or transfer its leasehold interest in the Premises to a bank or other financial institution (“Mortgagee”) for the

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

purpose of obtaining construction and long-term financing for CASELLA's Project during the term of this Lease, provided that:

- a. The term of any debt secured by any such mortgage assignment or transfer (in either case, a "mortgage") shall not exceed the term of this Lease; and
  - b. CASELLA shall give notice to the CITY of the existence of any mortgage, together with the name and address of the mortgagee and a copy of any Mortgage that is a matter of public record. Upon such notice, such mortgage is deemed a Mortgagee for purposes of Article 24.
- B. Cure of CASELLA's Default. In the event that the CITY sends CASELLA written notice of an act of default by CASELLA under any of the terms of the Lease, the CITY agrees to also simultaneously send a copy of such notice (the "Default Notice") to any Mortgagee of which it has written notice. The Mortgagee shall have a period of thirty (30) days after receipt of a Default Notice to cure any such act of default, provided that where an act of default by its nature takes longer than thirty (30) days to cure, the Mortgagee shall have an additional thirty (30) days to cure such default. The CITY agrees that so long as any Mortgage is in effect, no material change, modification, or amendment to this Lease shall be effective without the prior written consent of the Mortgagee and no termination or surrender of this Lease shall be effective without the CITY providing Mortgagee with prior written notice.
- C. Foreclosure by the Mortgagee. If any Mortgagee shall become the owner of CASELLA's interest under this Lease pursuant to a foreclosure of any Mortgage, or if any Mortgagee shall enter into possession of the Premises under the rights granted in its Mortgage, the Mortgagee shall have the right to take possession of the Premises and to become the legal owner and holder of the leasehold estate created under this Lease, provided Mortgagee has provided notice to the City of the same, and shall hold such estate upon the same terms and conditions as held by CASELLA. However, in such event, the Mortgagee shall only be liable under the terms and conditions of this Lease during the period of time the Mortgagee holds such estate, and not thereafter, nor shall the Mortgagee be liable for any default under the terms or conditions hereof which arose before said estate became vested in the Mortgagee, provided, however, that (i) the CITY shall have the right to terminate this Lease in the event that rentals accruing before said estate became vested in the Mortgagee are not paid in full within thirty (30) days after possession by Mortgagee, or (ii) if the Mortgagee shall obtain CASELLA's leasehold interest in the Premises, the

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

Mortgagee shall have the right to assign this Lease in accordance with the requirements of Article 13.

- D. Continuing Liability of CASELLA. The existence of any Mortgage or any foreclosure by a Mortgagee shall not relieve CASELLA from any liability or responsibility for its obligations under this Lease.

ARTICLE 27: CUMULATIVE NATURE OF CITY'S RIGHTS.

Except as may be specifically limited by Article 25, all rights and remedies of the CITY under this Lease shall be cumulative and none shall be exclusive of any other right or remedy allowed by law, nor as a waiver of its authority to assert such rights in the future. The waiver of any one right by the CITY shall not be construed to be a waiver of any other right.

ARTICLE 28: EXCLUSIVE JURISDICTION/DISPUTE RESOLUTION.

- A. The parties agree and consent that the exclusive jurisdictions for purposes of any claim arising from or related to this Amended Agreement as to which a party seeks injunctive relief shall be the state and federal courts of the State of Maine. For all other disputes, claims or controversies arising out of or relating to this Lease or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the parties' agreement to arbitrate set forth herein, whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Other Disputes"), the Parties agree to pursue the dispute resolution procedures set forth in Section 26B.
- B. Either party may elect to institute dispute resolution procedures before JAMS, as follows, for all Other Disputes:
1. By providing to JAMS office in Boston, MA and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. Such mediation shall be conducted by JAMS pursuant to its mediation procedures. The parties will cooperate with JAMS and with each

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

other in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Such mediation shall take place in Lewiston Maine, unless the parties mutually agree to conduct the mediation at another location. If mediation does not resolve the Dispute, then the parties shall arbitrate the Dispute as set forth in subsection (B)(2) below.

2. ~~The All other Disputes shall be determined by arbitration~~ shall be in accordance with the following procedures:
  - a. The arbitration shall be conducted in Lewiston, Maine before a single arbitrator. The arbitration shall be administered by JAMS, Boston MA office, pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, as provided for pursuant to such Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
  - b. In any arbitration arising out of or related to this Lease, the arbitrator is not empowered to award punitive or exemplary damages, or consequential or special damages, and the parties waive any right to recover any such damages.

ARTICLE 29: NONDISCRIMINATION

CASELLA for itself, its personal representatives, successors in interest and assigns, and as part of the considerations hereof, does hereby covenant and agree as a covenant running with the land that (1) no person or group of persons shall be excluded on the grounds of race, color, religion, sexual orientation, or national origin from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use or occupancy of said Premises and (2) in the construction of all improvements, buildings, structures, on, over or under such land and the furnishing of services thereon, no person or group of persons shall be excluded on the grounds of race, color, religion,

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

sexual orientation, or national origin from participation in, denied the benefits of, or be otherwise subjected to unlawful discrimination.

ARTICLE 30: FORCE MAJEURE

- A. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.
- B. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

C. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names and on their respective behalves by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2013, at Lewiston, Maine.

LESSOR, CITY OF LEWISTON.

BY: \_\_\_\_\_

LESSEE, CASELLA RECYCLING, LLC

BY: \_\_\_\_\_

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

**ATTACHMENT A**

**DESCRIPTION OF PREMISES**



Easement Access for Casella  
Traffic and use of scales

New 15,000 sq ft  
addition

City  
Office/Breakroom  
will remain with  
Lewiston

Proposed property line  
for which Casella will be  
leasing from the City of  
Lewiston

AVCOG Haz-Mat  
Area will remain  
with Lewiston

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

**ATTACHMENT B**

**Acceptable Material Single Stream Residential Commingled Containers and Residential  
Fiber:**

*Aluminum food and beverage containers*

aluminum soda and beer cans, cat food cans, etc.

**Glass food and beverage containers**

Flint (clear)

Amber (brown)

Emerald (green)

**Ferrous Cans**

soup, coffee cans, etc.

**P.E.T. plastic containers with the symbol #1**

no microwave trays

**H.D.P.E. natural plastic containers with the symbol #2**

milk jugs and water jugs containers only (narrow neck containers)

**H.D.P.E. pigmented plastic containers with the symbol #2**

detergent, shampoo, bleach bottles without caps (narrow neck containers)

**Plastics labeled 3 thru 7.**

**Mixed Rigid Plastics**

(5 gallon buckets, plastic toys, plastic pools)

**Old Newspaper (ONP)**

Sunday inserts are acceptable paper.

***Kraft Paper Bags***

***Old Corrugated Containers (OCC)***

no wax coated.

***Magazines (OMG)***

Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books.

DRAFT LEASE  
MATERIALS PROCESSING FACILITY  
FEBRUARY 19, 2013

**ATTACHMENT C**

**Sub-Lease Agreement for Space Provided for City Use on the Premises**

## COMMERCIAL SUB-LEASE

This Commercial Sub-Lease ("Sub-Lease" or "Agreement") is entered into this \_\_ day of \_\_\_\_\_, 2013, by and between Casella Recycling, LLC ("Landlord"), and the City of Lewiston, Maine ("Tenant").

### 1. LEASED PREMISES

1.1 The "Leased Property" shall consist of the real property located at \_\_\_\_\_, currently leased by Landlord, pursuant to that certain Lease Agreement dated \_\_\_\_\_, 2013, between the parties, for the Solid Waste Facility Processing Building owned by the City of Lewiston and for the Facility to be built by Landlord (the "Master Lease Agreement"), including, without limitation all rights of ingress and egress to the Leased Property. The "Sub-Leased Premises" shall consist of the portion of the Leased Property as determined by the parties based on the building plans and specifications described in the Master Lease and all rights of ingress and egress thereto.

### 2. TERM AND RENT

2.1 The term of this Sub-Lease shall run in conjunction with the term (including any early termination or extensions thereof) of the Master Lease Agreement.

2.2 The Tenant shall pay to the Landlord rent at the rate of one dollar (\$1.00) annually for use of the Leased Premises.

### 3. USE OF LEASED PREMISES

3.1 The Tenant shall use the Sub-Leased Premises as an area to accept and process universal and electronic waste, waste oil, and appliances or equipment containing freon, pursuant to Maine Department of Environmental Protection regulations.

3.2 Tenant agrees to use the Sub-Leased Premises in accordance with applicable laws, including local, state and federal environmental laws, and to maintain the Sub-Leased Premises in good condition, reasonable wear and tear, damage by fire and other casualty excepted. Landlord shall provide free and unobstructed access to the Sub-Leased Premises by Tenant, its employees and agents.

3.3 Tenant agrees to abide by all safety regulations of Landlord in effect at the Facility.

### 4. INSURANCE

4.1 Tenant's Insurance. Tenant shall be responsible, at its expense, for maintaining general liability insurance for maintaining fire and extended coverage insurance on all contents belonging to Tenant, including, but not limited to, personal property and removable trade fixtures located in the Sub-Leased Premises for the duration of the Agreement, in the amount of such limits as currently provided for on the City's insurance policies. Tenant shall ~~at its option provide Replacement Coverage regarding the Sub-Leased Premises or not provide such coverage but~~

~~instead~~ be responsible for the deductible under Landlord's property insurance in the amount of one hundred thousand dollars (\$100,000) if a loss at the Leased Property is due solely to the negligence or misconduct of the Tenant. Tenant shall have Landlord named as an additional insured on the insurance policies. Insurance.

~~4.14.2~~ Landlord shall maintain insurance as more further described in Article 7 of the Master Lease Agreement.

## 5. MISCELLANEOUS

5.1 Indemnification. The indemnification provisions of the Master Lease Agreement shall govern.

5.2 Assignment/Subletting. Tenant shall not assign or sublease this Sub-Lease without the Landlord's prior written consent.

5.3 Improvements. All renovations or improvements to the Sub-Leased Premises must be approved by Landlord and completed to the satisfaction of the Landlord.

5.4 Landlord Access. The Landlord or agents of the Landlord may, at reasonable times and upon reasonable prior notice, enter to view the Sub-Leased Premises and make such repairs and alterations as the Landlord may elect to do.

5.5 Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

5.6 Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

5.7 Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of Maine.

5.8 Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;

c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and

d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

These warranties shall survive the expiration or termination of this Agreement.

5.9 Termination. This Agreement may be terminated:

- a. at any time by both parties upon mutual written agreement; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation (a "Default") as follows: if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

5.10 Entire Agreement. Except as otherwise set forth in the Master Lease Agreement, it is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments, as well as the Master Lease Agreement, are a part of this Agreement and the contents thereof are incorporated herein by reference.

5.11 Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

5.12 Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5.13 Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

5.14 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.15 No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the transaction described in this Agreement.

5.16 Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

5.17 Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

5.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

5.19 Disputes. Article 28 of the Master Lease Agreement shall govern for purposes of any claim arising out of this Agreement or its performance.

DRAFT  
2-19-13

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Sub-Lease as of the Effective Date.

**CITY OF LEWISTON**

**CASELLA RECYCLING, LLC**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 19, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Order authorizing acceptance of property per the Joint Development Agreement for Stormwater Ponds 1 & 2 as part of the Gendron Park Development.

**INFORMATION:**

In 2003, the City and Gendron & Gendron entered into a Joint Development Agreement for Phase II of the Gendron Business Park. Two of the parcels in the Park have stormwater detention ponds which were constructed by Gendron to mitigate stormwater runoff from the roadway. Gendron and Gendron is asking the City to accept the ponds and the properties they are located on which are 16 and 20 Gendron Drive. The City inspected the construction and found it to be complete. This agenda item is asking Council to accept the conveyance of the properties.

**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 approve the Order authorizing acceptance of property per the Joint Development Agreement for Stormwater Ponds 1 & 2 as part of the Gendron Park Development.



City of Lewiston, Maine  
City Council Order  
February 19, 2013



**ORDER,** Authorizing Acceptance of Property per the Joint Development Agreement for Stormwater Ponds 1 & 2 as part of the Gendron Park Development.

Whereas, the City of Lewiston and Gendron and Gendron, Inc entered into a Joint Development Agreement (JDA) dated October 9, 2003 for Phase II of the Gendron Business Park; and

Whereas, the JDA addresses conveyance of property from Gendron and Gendron, Inc. to the City of Lewiston for the roads and other infrastructure constructed and approved by the City of Lewiston; and

Whereas, 16 Gendron Drive and 20 Gendron Drive have stormwater detention ponds which collect and treat the stormwater from the roadway and other lots within the development to meet environmental permitting requirements; and

Whereas, the infrastructure on these two lots was constructed and approved as meeting the design requirements; and

Whereas, Gendron and Gendron, Inc has petitioned the City to accept the subject ponds and the property identified as 16 and 20 Gendron Drive; and

Whereas, the City examined and found the Gendron and Gendron, Inc. documents prepared and submitted for the acceptance of the properties identified as 16 and 20 Gendron Drive are complete and accurate;

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

the City hereby accepts the conveyance of the properties identified as 16 Gendron Drive and 20 Gendron Drive as described in the quitclaim deed and City Councilors will sign the acceptance document.



## Department of Public Works

David A. Jones, P.E.  
Director



---

**DATE:** January 30, 2013

**TO:** Edward A. Barrett, City Administrator

**FROM:**  David A. Jones, P.E., Director

**SUBJECT:** Acceptance of Gendron Business Park Ponds 1 & 2

The Department of Public Work is recommending that the Gendron Business Park Ponds 1&2 be accepted by the City .

The Department of Public Works has coordinated with the Developer to insure awareness of construction and acceptance requirements, conformance to City and State standards for detention pond construction, and conformance to City Codes for property acceptance.

Attached is a petition from the developer requesting acceptance of subject ponds, a map showing the general location of the ponds, a written and electronic legal description of the property the ponds are located, a Quit Claim Deed to the City for the property the ponds are located and a Real Estate Transfer Tax form.

If you have questions, please contact me or Richard C. Burnham, City Engineer.

c: Richard Burnham

encs.

AN EQUAL OPPORTUNITY EMPLOYER

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

Department of Public Works • 103 Adams Ave • Lewiston, ME • 04240 • Voice Tel. 207-513-3003 • Fax 207-784-5647 •  
TTY/TDD 207-513-3007 – [www.lewistonmaine.gov](http://www.lewistonmaine.gov)

B

THE BELL FIRM, P.A.

FROM THE DESK OF:  
SHAWN K. BELL, ESQ

PARALEGALS  
Maureen E. Catalano  
Barbara T. Girardin

January 28, 2013

(VIA US MAIL AND E-MAIL ([DJones@lewistonmaine.gov](mailto:DJones@lewistonmaine.gov)))

Mr. David A. Jones, P.E.  
Director, Department of Public Works  
City of Lewiston  
103 Adams Avenue  
Lewiston, ME 04240

**Re: Gendron Business Park/Ponds 1 & 2**

Dear David:

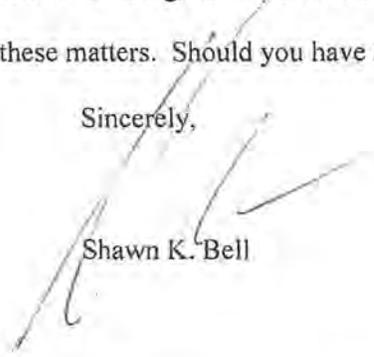
As a follow-up to your e-mail of January 16, 2013, I have enclosed the following documents:

1. Quitclaim Deed with Covenant for 16 Gendron Drive and 20 Gendron Drive, together with Transfer Tax Declaration;
2. Copy of Gendron Business Park Subdivision Plan, Phase 2;
3. GIS map for 16 Gendron Drive;
4. GIS map for 20 Gendron Drive; and
5. Report for signature of City Council.

Please recommend to and petition the City of Lewiston for the acceptance of Ponds 1 and 2. If you need any further documentation from me, please let me know. Once this has been approved, please let me know and I will arrange to have the Quitclaim Deed signed and delivered.

Thank you for your attention to these matters. Should you have any questions, please call me.

Sincerely,

  
Shawn K. Bell

SKB/btg  
Enclosures  
cc: Todd Spencer

**QUITCLAIM DEED WITH COVENANT**

**Gendron & Gendron, Inc.**, a Maine Corporation with a mailing address at P.O. Box 1913, Lewiston, Maine 04241-1913, grants to the **City of Lewiston**, a body corporate and politic with a mailing address at 27 Pine Street, Lewiston, Maine 04240, with **Quitclaim Covenant**, certain lots or parcels of land, together with any buildings thereon, situated in **Lewiston**, County of **Androscoggin**, and State of **Maine**, as more fully described in Exhibit "A" attached hereto and made a part hereof.

**In Witness Whereof**, the undersigned has hereunto set its hand effective this \_\_\_\_ day of \_\_\_\_\_, 2013.

**Witness:**

**Gendron & Gendron, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MAINE  
ANDROSCOGGIN, SS.

January \_\_\_\_, 2013

Personally appeared the above-named \_\_\_\_\_ in his capacity as \_\_\_\_\_ of **Gendron & Gendron, Inc.**, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Corporation.

Before me,

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### PARCEL ONE:

Being Pond 1 of Gendron Business Park f/k/a Plourde Business Park as depicted on the Subdivision Plan, Gendron Business Park Phase 2 approved May 28, 2008 recorded in the Androscoggin County Registry of Deeds at Plan Book 47, Page 58. Said conveyance is made subject to all matters set forth on the Subdivision Plan referenced above.

Being a part of the premises conveyed to Gendron & Gendron, Inc. by Warranty Deed of Rhea Marie Horner and Virginia Emily Martin dated January 11, 1996 recorded in the said Registry of Deeds at Book 3538, Page 79.

### PARCEL TWO:

Being Pond 2 of Gendron Business Park f/k/a Plourde Business Park as depicted on the Subdivision Plan, Gendron Business Park Phase 2 approved July 28, 2008 recorded in the Androscoggin County Registry of Deeds at Plan Book 47, Page 59. Said conveyance is made subject to all matters set forth on the Subdivision Plan referenced above.

Being a part of the premises conveyed to Gendron & Gendron, Inc. by Warranty Deed of Rhea Marie Horner and Virginia Emily Martin dated January 11, 1996 recorded in the said Registry of Deeds at Book 3538, Page 79.



\*12RETTD\*

RETTD

MAINE REVENUE SERVICES  
REAL ESTATE TRANSFER TAX  
DECLARATION

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County

ANDROSCOGGIN

2. Municipality/Township

LEWISTON

3. GRANTEE/  
PURCHASER

3a) Name LAST or BUSINESS, FIRST, MI  
CITY OF LEWISTON

3c) Name LAST or BUSINESS, FIRST, MI

3e) Mailing Address  
27 PINE STREET

3f) City  
LEWISTON

BOOK/PAGE--REGISTRY USE ONLY

3b) SSN or Federal ID

3d) SSN or Federal ID

3g) State 3h) Zip Code  
ME 04240

4. GRANTOR/  
SELLER

4a) Name, LAST or BUSINESS, FIRST, MI  
GENDRON & GENDRON, INC.

4c) Name LAST or BUSINESS, FIRST, MI

4e) Mailing Address  
P.O. BOX 1913

4f) City  
LEWISTON

4b) SSN or Federal ID

4d) SSN or Federal ID

4g) State 4h) Zip Code  
ME 04241

5. PROPERTY

5a) Map 154 Block 000 Lot 23 Sub-Lot

5c) Physical Location  
16 GENDRON DRIVE

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)→

Check any that apply:  
 No tax maps exist  5d) Acreage  
 Multiple parcels  
Portion of parcel

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0") 6a 0.00

6b) Fair Market Value (enter a value only if you entered "0" in 6a) or if 6a) was of nominal value 6b .00

6c) Exemption claim -  Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

36 MRSA Sec. 4641-C(1) Deed to governmental entity.

7. DATE OF TRANSFER (MM-DD-YYYY)

MONTH DAY YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.

CLASSIFIED

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:

10. INCOME TAX WITHHELD—Buyer(s) not required to withhold Maine income tax because:

- Seller has qualified as a Maine resident
- A waiver has been received from the State Tax Assessor
- Consideration for the property is less than \$50,000
- Foreclosure Sale

11. OATH

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee \_\_\_\_\_ Date \_\_\_\_\_ Grantor \_\_\_\_\_ Date \_\_\_\_\_  
Grantee \_\_\_\_\_ Date \_\_\_\_\_ Grantor \_\_\_\_\_ Date \_\_\_\_\_

12. PREPARER

Name of Preparer Shawn K. Bell, Esq.

Phone Number (207) 376-3330

Mailing Address P. O. Box 1776  
Lewiston, ME 04241-1776

E-Mail Address bell@bellfirmmaine.com

Fax Number (207) 376-3326

<http://www.maine.gov/revenue/propertytax/transfertax/transfertax.htm>

MAINE REVENUE SERVICES  
SUPPLEMENT TO THE REAL ESTATE TRANSFER TAX FORM

This form is to be used in conjunction with the Real Estate Transfer Tax Form and provides additional information when necessary.  
Please attach this form to the original transfer tax form before submitting to the County Registry of Deeds.

Use additional forms as necessary.

If you have any questions, please contact the property Tax Division at 207-287-2013 or e-mail: prop.tax@maine.gov.

Additional Grantees/Purchasers – Last Name First	Social Security or Fed. ID #
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
Additional Grantors/Sellers – Last Name First	Social Security or Fed. ID #
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Additional Municipalities	Map—Block—Lot—Sub-Lot
1. 20 GENDRON DRIVE, LEWISTON	154-000-24
2.	
3.	
4.	
5.	
6.	
7.	
8.	





# My Map

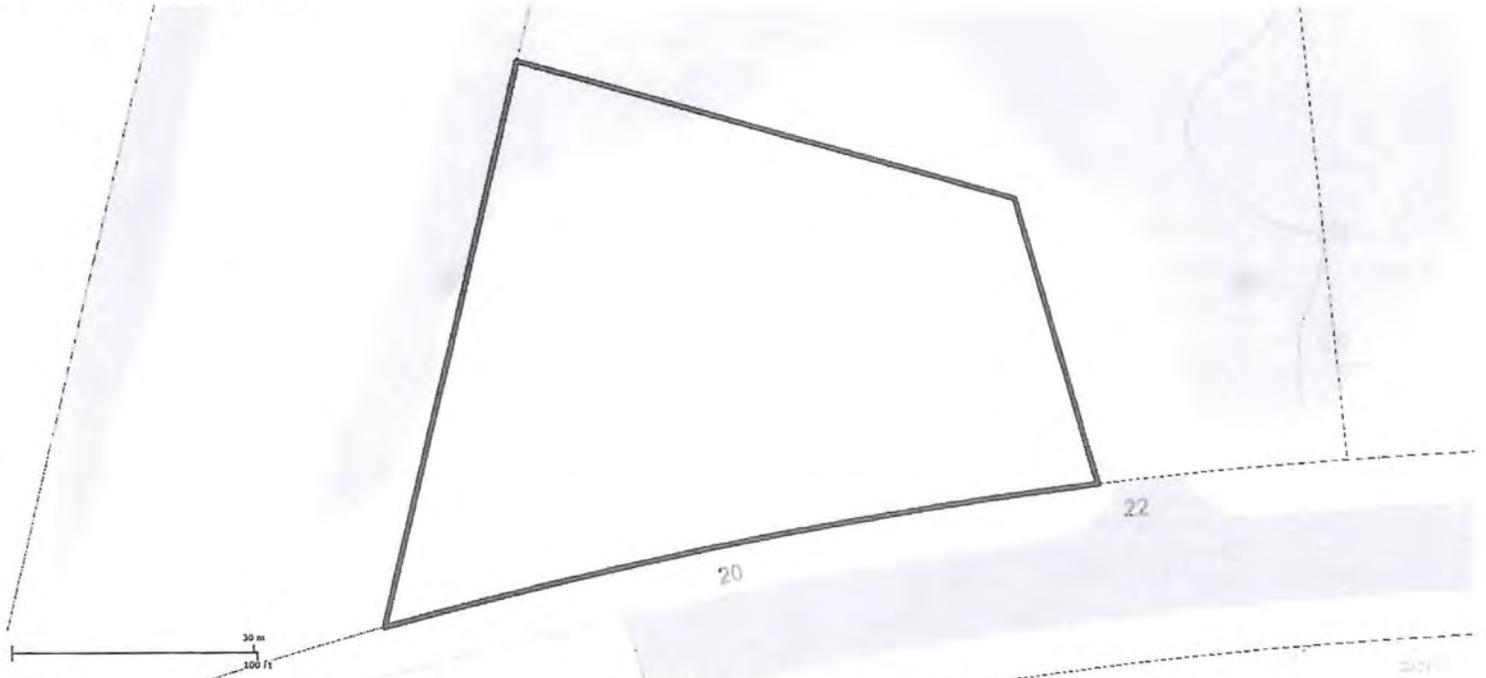
16 Gendron Drive-Pond 1



Copyright 2012 City of Lewiston Maine. The City of Lewiston makes no warranty of map accuracy. Please view the general GIS disclaimer found at [www.lewistonmaine.gov](http://www.lewistonmaine.gov) Fri Jan 25 2013 09:41:10 AM.

# My Map

20 Gendron Drive-Pond 2



Copyright 2012 City of Lewiston Maine. The City of Lewiston makes no warranty of map accuracy. Please view the general GIS disclaimer found at [www.lewisformaine.gov](http://www.lewisformaine.gov) Fri Jan 25 2013 10:00:07 AM.

**CITY OF LEWISTON**

**Name of Parcel(s):** 16 Gendron Drive, Lewiston, Maine  
20 Gendron Drive, Lewiston, Maine

The Lewiston City Council had determined and adjudged that public convenience and necessities of the City of Lewiston require that the following parcels be accepted by the City of Lewiston:

**PARCEL ONE:**

Being Pond 1 of Gendron Business Park f/k/a Plourde Business Park as depicted on the Subdivision Plan, Gendron Business Park Phase 2 approved May 28, 2008 recorded in the Androscoggin County Registry of Deeds at Plan Book 47, Page 58. Said conveyance is made subject to all matters set forth on the Subdivision Plan referenced above.

Being a part of the premises conveyed to Gendron & Gendron, Inc. by Warranty Deed of Rhea Marie Horner and Virginia Emily Martin dated January 11, 1996 recorded in the said Registry of Deeds at Book 3538, Page 79.

**PARCEL TWO:**

Being Pond 2 of Gendron Business Park f/k/a Plourde Business Park as depicted on the Subdivision Plan, Gendron Business Park Phase 2 approved July 28, 2008 recorded in the Androscoggin County Registry of Deeds at Plan Book 47, Page 59. Said conveyance is made subject to all matters set forth on the Subdivision Plan referenced above.

Being a part of the premises conveyed to Gendron & Gendron, Inc. by Warranty Deed of Rhea Marie Horner and Virginia Emily Martin dated January 11, 1996 recorded in the said Registry of Deeds at Book 3538, Page 79.

It being the intention of the City of Lewiston to accept the above-described parcels by Quitclaim Deed with Covenant from Gendron & Gendron, Inc.

Dated at Lewiston, Maine this \_\_\_\_ day of \_\_\_\_\_, 2013

**City of Lewiston**

By: \_\_\_\_\_  
John Butler, Councilor

By: \_\_\_\_\_  
Donald D'Auteuil, Councilor

By: \_\_\_\_\_  
Nathan Libby, Councilor

By: \_\_\_\_\_  
Doreen M. Christ, Councilor

By: \_\_\_\_\_  
Craig Saddlemire, Councilor

By: \_\_\_\_\_  
Mark Cayer, Councilor

By: \_\_\_\_\_  
Richard Desjardins, Councilor

The following report was read and accepted, and it is hereupon **ORDERED**,

That 16 Gendron Drive and 20 Gendron Drive, as more fully described above, be and the same are hereby accepted by the City of Lewiston.

**ATTEST**

By: \_\_\_\_\_  
Kathleen M. Montejo, CMC  
City Clerk

Received and Filed by City Clerk's office \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Kathleen M. Montejo, CMC  
City Clerk

**LEWISTON CITY COUNCIL**  
**MEETING OF FEBRUARY 19, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 10**

**SUBJECT:**

Resolve authorizing the Friends of Pettingill to solicit and raise funds for the proposed Pettingill Park.

**INFORMATION:**

Residents of the neighborhood in the area of the former Pettingill School would like to work to develop a park, with green space and playground equipment, at the site of the former school. They are planning to coordinate a fundraising effort to cover the costs. Pledges and donations for the project will be collected by the city's Finance Director and deposited into a dedicated account.

**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 approve the Resolve authorizing the Friends of Pettingill to solicit and raise funds for the proposed Pettingill Park.



**City of Lewiston Maine  
City Council Resolve  
February 19, 2013**



**Resolve,** Authorizing the Friends of Pettingill to Solicit and Raise Funds for the Proposed Pettingill Park.

**WHEREAS,** the City Council has adopted a resolution authorizing the demolition of the former Pettingill School; and

**WHEREAS,** the Council has also indicated support for retaining a playground and green space on this property while potentially allowing for some residential development; and

**WHEREAS,** residents of the neighborhood have organized a group, the Friends of Pettingill School, for the purpose of working toward the development of a park on this property; and

**WHEREAS,** this group has expressed an interest in raising funds toward this project and has requested permission from the City to do so and to request that such donations be made to the City to be held in an account for this purpose;

**NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON that** the Friends of Pettingill is hereby authorized to solicit and raise donations for the purpose of establishing a park and playground on the former Pettingill School property. This authorization shall remain valid until January 1, 2014 unless further extended by action of the Council. Pledges and Donations for this purpose shall be made to the City of Lewiston and shall be deposited in a separate account established by the Finance Director for this purpose. The Finance Director shall provide all donors with receipts recognizing their contribution. If, for any reason, this project is not completed, the Finance Director shall return any donations actually received by the City to the donor.

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 19, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

**SUBJECT:**

Order taking possession of the property located at 147 Sabattus Street as a result of a matured tax lien.

**INFORMATION:**

The lien for tax year 2011 has matured on the property at 147 Sabattus Street. This is a ten unit multi-family building that has been vacated for over sixty days. This item asks the City Council to formally vote to take possession of the property.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EVAB/kmm*

**REQUESTED ACTION:**

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

To approve the Order taking possession of the property located at 147 Sabattus Street as a result of a matured tax lien.



**City of Lewiston Maine  
City Council Resolve  
February 19, 2013**



**Order,** Taking Possession of the Property Located at 147 Sabattus Street as a Result of a Matured Tax Lien.

Whereas, a lien for tax year 2011 has matured on the property located at 147 Sabattus Street; and

Whereas, this ten unit multi-family building has been vacant for longer than sixty days; and

Whereas, under such circumstances, the City becomes the owner of the property; and

Whereas, as such, it is appropriate for the City to take possession of the property and work toward the redevelopment or removal of the structure;

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

The City hereby takes possession of the property located at 147 Sabattus Street as a result of a matured property tax lien and City staff is authorized to take the necessary steps to ensure that the property is properly secured and to develop alternatives for the redevelopment or removal of the structure located there.

# LEWISTON CITY COUNCIL

## MEETING OF FEBRUARY 19, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

Annual appointment for the Lewiston-Auburn Railroad Company Board of Directors.

**INFORMATION:**

Each year, the City Council is asked to appoint people to serve as Lewiston's representatives on the Lewiston-Auburn Railroad Board of Directors.

The Nominating Committee of the Railroad Board has nominated the following Lewiston residents to serve on the Board: Gerard J.B. Raymond, 3 year term expiring April 2016 and Laurier T. Raymond, 3 year term expiring April 2016. The Board will hold its annual meeting in April. Passage is requested.

**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 accept the nominations from the Lewiston Auburn Railroad Board of Directors and to elect the following residents to serve on the Lewiston Auburn Railroad Company Board of Directors:

- 1) Gerard J. B Raymond, three year term expiring April 2016
- 2) Laurier T. Raymond, three year term expiring April 2016

# LEWISTON AND AUBURN RAILROAD COMPANY



January 30, 2013

Mayor Robert Macdonald  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240

Dear Mayor Macdonald:

The current directors of the Lewiston and Auburn Railroad Company convened on January 29, 2013, to consider and recommend two Lewiston Citizens as directors of the Lewiston and Auburn Railroad Company.

Article VI, Section 2 and 4 of the Bylaws of the Lewiston and Auburn Railroad Company with incorporated Shareholders Agreement read as follows:

Section 2. Classes of Directors. Notwithstanding anything to the contrary contained in the Charter or Article V of these Bylaws, the members of the Board of Directors shall be divided into two classes, one from each City, as follows: (a) the first class of Directors shall be hereafter referred to as the "Lewiston Directors" and shall be composed of six (6) Directors, all of whom shall be and shall continue to be residents of the City of Lewiston during their term of office; and (b) the second class of Directors shall be hereinafter referred to as the "Auburn Directors" and shall be composed of three (3) Directors, all of whom shall be and shall continue to be residents of the City of Auburn during their term of office.

Section 4. Election of Directors by Class. Notwithstanding anything to the contrary in the Charter or Article V of these Bylaws, the Lewiston Directors shall be elected by the Lewiston City Council and the Auburn Directors shall be elected by the Auburn City Council.

The current Board of Directors acting as its nominating committee voted to recommend the following individuals to be reappointed to the Board of Directors and the term of office:

<u>Name:</u>	<u>Term:</u>
Gerard J.B. Raymond	3-Year Term Expiring April 2016
Laurier T. Raymond	3-Year Term Expiring April 2016

415 Lisbon Street, Suite 400, Lewiston, Maine 04240  
Phone: (207) 784-0161 ♦♦♦ Fax: (207) 786-4412

Upon election of the noted individuals, the Board of Directors of the Lewiston and Auburn Railroad Company will confirm the appointment. On behalf of the Board of Directors, I encourage prompt action on the nomination by the Lewiston City Council.

Very truly yours,

  
Gerald Berube  
President

Cc: City Administrator, Ed Barrett