

LEWISTON CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS

MARCH 26, 2013

Postponed from March 19 due to weather conditions

Agenda has since been modified

6:00 p.m. Overview of FY14 Municipal Budget

6:30 p.m. Workshop - Demolition Process and Requirements

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 7.

REGULAR BUSINESS:

1. Public Hearing on a new liquor license application for Apple Valley Golfers Club, Inc., 316 Pinewoods Road.
2. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Derby Athletic Association, 37 Park Street.
3. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Fuel, Inc., 49 Lisbon Street.
4. Public Hearing and Final Passage for the conditional rezoning of the property at 393 Main Street from the Community Business (CB) District to the Downtown Residential (DR) District.
5. Order authorizing City Administrator to sign deed and property transfer documents responding to request from Pauline Kolbe, owner of 49 Hillcrest Avenue.
6. Amendments to the Traffic Schedule regarding a loading zone on Ash Street.
7. Order authorizing the Lewiston City Administrator to execute Amendment 1 to the Joint Development Agreement with Parallax Partners, Inc.
8. Order authorizing the City Administrator to execute the First Amendment #1 to Interlocal Cooperation Agreement #2 for Lake Auburn Intake & Water Treatment.
9. Ratification of Collective Bargaining Agreement with Local #785, International Association of Firefighters (IAFF).
10. Reports and Updates - *Spring Clean Up*
11. Any other City Business Councilors or others may have relating to Lewiston City Government.
12. Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
WORKSHOP AGENDA
March 26, 2013
6:00 P.M.

1. Overview of FY14 Municipal Budget – 30 minutes

The City Administrator and Finance Director will review the proposed FY14 municipal budget and highlight significant changes and issues to be reviewed during the upcoming budget process.

2. Demolition Process/Requirements – 30 minutes

Councilor Saddlemire has requested a review of the City standards and procedures governing property demolition and the potential for additional regulations on both public and private demolitions. See attached memo.

AFTER THE MEETING

1. Executive Session – Property Disposition



Finance Department

Norman J. Beuparlant
Director of Budget/Purchasing
nbeau@ci.lewiston.me.us



TO: Edward Barrett, City Administrator
FROM: Norman J. Beuparlant, Director of Budget/Purchasing
SUBJECT: Demolition Projects Protocol
DATE: March 14, 2013

This memo follows up on Councilor Saddle mire's request to have an ordinance/policy developed by staff that would document the requirements for demolition contractors to adhere to and provide a higher level of safety during the demolition process. This would cover not only the physical activity of demolition and removal but also the environmental concerns regarding hazardous waste and lead dust. I have met with our Code Enforcement people to formulate a recommended City Policy.

The City may not be able to make amendments to the Maine Uniform Building and Energy Code (MUBEC), which includes provisions regarding building demolition, the provisions of which are attached. The state law adopting this code and mandating its use pre-empts municipal authority to modify it under the theory that the State should have a single, consistent code in all municipalities that have such a code. Gil Arsenault has indicated that any amendment to this code would need MUBEC Technical and Building Code and Standards Board review and approval. With that said, it may be more practical to address the concerns raised in so far as they relate to City demolition projects while we continue to determine whether it is or is not possible to add any additional requirements to private demolitions on non-city projects through ordinances or the permitting process.

I have viewed a number of municipal websites looking for standards/best practices and would offer the following for consideration.

Current practice on City projects, include the following steps leading up to the demolition and removal of any structure, are:

1. Building/Structure identified for demolition and demolition authorized;
2. City Staff – Purchasing Director meets with Code Enforcement to develop perimeters for the project;
3. City Staff – Purchasing Director initiates ACM Impact Survey to be done in compliance with state DEP requirements;
4. Depending on results of Impact Survey, one of two things occurs:
 - a. Impact Survey reveals no ACM contamination and demolition bid goes out; or
 - b. ACM materials identified, work plan for removal is developed, and bids are solicited. State DEP is notified of abatement project and once underway, State DEP Inspector visits site and reviews work plan with contractor.

5. Once structure has been cleared of Asbestos Containing Materials (ACM's) and hazardous waste materials, bid specifications are developed. Each location is reviewed by the Director of Purchasing and adjustments are made to specification if needed;
6. Site walk with contractors is done on all projects with awards made by the Finance Committee;
7. Work is monitored by Purchasing Director from start to finish with adjustments to work plan made in the field as work progresses if needed;
8. Currently, bid requirements call for dust control on any City project; however, time of year and weather conditions may impact the ability to use water as the means to control dust.

The Purchasing Director also works closely with the Neighborhood Housing League (NHL) to notify residents near the demolition site of the steps they should take to minimize dust exposure and to provide educational materials on how residences can be safely cleaned should dust be present. The notification area includes properties within 300 feet of the demolition site. The City supplies the educational materials which are then distributed by the NHL and its volunteers. Over the past year, both sides have worked to refine the notification and material distribution process as experience was gained.

Based on the last year's experience, the following additions to City contract language are being considered:

1. More detailed instructions on the need for dust control. (Note: these would be developed on a case by case basis depending upon size and location of structure.) Director would set standards as locations change;
2. Add a requirement for demolition contractor to submit a Traffic Plan and a Site Safety Plan for approval by Director prior to the start of any demolition; and
3. Add a requirement that the contractor notify abutting property owners of planned demolition schedule.

During 2012, City projects have included thirteen (13) buildings of varying sizes and with a variety of circumstances. The projects have been completed successfully with little or no impacts on the surrounding properties. Attached is the list of activities and costs associated with each project.

NJB/syt

CHAPTER 33

SAFEGUARDS DURING CONSTRUCTION

SECTION 3301 GENERAL

3301.1 Scope. The provisions of this chapter shall govern safety during construction and the protection of adjacent public and private properties.

3301.2 Storage and placement. Construction equipment and materials shall be stored and placed so as not to endanger the public, the workers or adjoining property for the duration of the construction project.

SECTION 3302 CONSTRUCTION SAFEGUARDS

3302.1 Remodeling and additions. Required *exits*, existing structural elements, fire protection devices and sanitary safeguards shall be maintained at all times during remodeling, *alterations*, repairs or *additions* to any building or structure.

Exceptions:

1. When such required elements or devices are being remodeled, altered or repaired, adequate substitute provisions shall be made.
2. When the existing building is not occupied.

3302.2 Manner of removal. Waste materials shall be removed in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way.

SECTION 3303 DEMOLITION

3303.1 Construction documents. *Construction documents* and a schedule for demolition must be submitted when required by the *building official*. Where such information is required, no work shall be done until such *construction documents* or schedule, or both, are *approved*.

3303.2 Pedestrian protection. The work of demolishing any building shall not be commenced until pedestrian protection is in place as required by this chapter.

3303.3 Means of egress. A party wall balcony or *horizontal exit* shall not be destroyed unless and until a substitute *means of egress* has been provided and *approved*.

3303.4 Vacant lot. Where a structure has been demolished or removed, the vacant lot shall be filled and maintained to the existing grade or in accordance with the ordinances of the jurisdiction having authority.

3303.5 Water accumulation. Provision shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.

3303.6 Utility connections. Service utility connections shall be discontinued and capped in accordance with the *approved* rules and the requirements of the applicable governing authority.

SECTION 3304 SITE WORK

3304.1 Excavation and fill. Excavation and fill for buildings and structures shall be constructed or protected so as not to endanger life or property. Stumps and roots shall be removed from the soil to a depth of at least 12 inches (305 mm) below the surface of the ground in the area to be occupied by the building. Wood forms which have been used in placing concrete, if within the ground or between foundation sills and the ground, shall be removed before a building is occupied or used for any purpose. Before completion, loose or casual wood shall be removed from direct contact with the ground under the building.

3304.1.1 Slope limits. Slopes for permanent fill shall not be steeper than one unit vertical in two units horizontal (50-percent slope). Cut slopes for permanent excavations shall not be steeper than one unit vertical in two units horizontal (50-percent slope). Deviation from the foregoing limitations for cut slopes shall be permitted only upon the presentation of a soil investigation report acceptable to the *building official*.

3304.1.2 Surcharge. No fill or other surcharge loads shall be placed adjacent to any building or structure unless such building or structure is capable of withstanding the additional loads caused by the fill or surcharge. Existing footings or foundations which can be affected by any excavation shall be underpinned adequately or otherwise protected against settlement and shall be protected against later movement.

3304.1.3 Footings on adjacent slopes. For footings on adjacent slopes, see Chapter 18.

3304.1.4 Fill supporting foundations. Fill to be used to support the foundations of any building or structure shall comply with Section 1804.5. Special inspections of compacted fill shall be in accordance with Section 1704.7.

SECTION 3305 SANITARY

3305.1 Facilities required. Sanitary facilities shall be provided during construction, remodeling or demolition activities in accordance with the *International Plumbing Code*.

SECTION 3306 PROTECTION OF PEDESTRIANS

3306.1 Protection required. Pedestrians shall be protected during construction, remodeling and demolition activities as required by this chapter and Table 3306.1. Signs shall be provided to direct pedestrian traffic.

3306.2 Walkways. A walkway shall be provided for pedestrian travel in front of every construction and demolition site unless the applicable governing authority authorizes the sidewalk to be fenced or closed. Walkways shall be of sufficient width to accommodate the pedestrian traffic, but in no case shall they be less than 4 feet (1219 mm) in width. Walkways shall be provided with a durable walking surface. Walkways shall be *accessible* in accordance with Chapter 11 and shall be designed to support all imposed loads and in no case shall the design live load be less than 150 pounds per square foot (psf) (7.2 kN/m²).

3306.3 Directional barricades. Pedestrian traffic shall be protected by a directional barricade where the walkway extends into the street. The directional barricade shall be of sufficient size and construction to direct vehicular traffic away from the pedestrian path.

3306.4 Construction railings. Construction railings shall be at least 42 inches (1067 mm) in height and shall be sufficient to direct pedestrians around construction areas.

3306.5 Barriers. Barriers shall be a minimum of 8 feet (2438 mm) in height and shall be placed on the side of the walkway nearest the construction. Barriers shall extend the entire length of the construction site. Openings in such barriers shall be protected by doors which are normally kept closed.

3306.6 Barrier design. Barriers shall be designed to resist loads required in Chapter 16 unless constructed as follows:

1. Barriers shall be provided with 2-inch by 4-inch (51 mm by 102 mm) top and bottom plates.
2. The barrier material shall be a minimum of $\frac{3}{4}$ -inch (19.1 mm) boards or $\frac{1}{4}$ -inch (6.4 mm) wood structural use panels.
3. Wood structural use panels shall be bonded with an adhesive identical to that for exterior wood structural use panels.

4. Wood structural use panels $\frac{1}{4}$ inch (6.4 mm) or $\frac{3}{16}$ inch (23.8 mm) in thickness shall have studs spaced not more than 2 feet (610 mm) on center (o.c.).
5. Wood structural use panels $\frac{3}{8}$ inch (9.5 mm) or $\frac{1}{2}$ inch (12.7 mm) in thickness shall have studs spaced not more than 4 feet (1219 mm) on center provided a 2-inch by 4-inch (51 mm by 102 mm) stiffener is placed horizontally at midheight where the stud spacing exceeds 2 feet (610 mm) o.c.
6. Wood structural use panels $\frac{5}{8}$ inch (15.9 mm) or thicker shall not span over 8 feet (2438 mm).

3306.7 Covered walkways. Covered walkways shall have a minimum clear height of 8 feet (2438 mm) as measured from the floor surface to the canopy overhead. Adequate lighting shall be provided at all times. Covered walkways shall be designed to support all imposed loads. In no case shall the design live load be less than 150 psf (7.2 kN/m²) for the entire structure.

Exception: Roofs and supporting structures of covered walkways for new, light-frame construction not exceeding two stories above grade plane are permitted to be designed for a live load of 75 psf (3.6 kN/m²) or the loads imposed on them, whichever is greater. In lieu of such designs, the roof and supporting structure of a covered walkway are permitted to be constructed as follows:

1. Footings shall be continuous 2-inch by 6-inch (51 mm by 152 mm) members.
2. Posts not less than 4 inches by 6 inches (102 mm by 152 mm) shall be provided on both sides of the roof and spaced not more than 12 feet (3658 mm) on center.
3. Stringers not less than 4 inches by 12 inches (102 mm by 305 mm) shall be placed on edge upon the posts.
4. Joists resting on the stringers shall be at least 2 inches by 8 inches (51 mm by 203 mm) and shall be spaced not more than 2 feet (610 mm) on center.
5. The deck shall be planks at least 2 inches (51 mm) thick or wood structural panels with an exterior exposure durability classification at least $\frac{23}{32}$ inch (18.3 mm) thick nailed to the joists.

TABLE 3306.1
PROTECTION OF PEDESTRIANS

HEIGHT OF CONSTRUCTION	DISTANCE FROM CONSTRUCTION TO LOT LINE	TYPE OF PROTECTION REQUIRED
8 feet or less	Less than 5 feet	Construction railings
	5 feet or more	None
More than 8 feet	Less than 5 feet	Barrier and covered walkway
	5 feet or more, but not more than one-fourth the height of construction	Barrier and covered walkway
	5 feet or more, but between one-fourth and one-half the height of construction	Barrier
	5 feet or more, but exceeding one-half the height of construction	None

For SI: 1 foot = 304.8 mm.

6. Each post shall be knee braced to joists and stringers by 2-inch by 4-inch (51 mm by 102 mm) minimum members 4 feet (1219 mm) long.
7. A 2-inch by 4-inch (51 mm by 102 mm) minimum curb shall be set on edge along the outside edge of the deck.

3306.8 Repair, maintenance and removal. Pedestrian protection required by this chapter shall be maintained in place and kept in good order for the entire length of time pedestrians may be endangered. The owner or the owner's agent, upon the completion of the construction activity, shall immediately remove walkways, debris and other obstructions and leave such public property in as good a condition as it was before such work was commenced.

3306.9 Adjacent to excavations. Every excavation on a site located 5 feet (1524 mm) or less from the street *lot line* shall be enclosed with a barrier not less than 6 feet (1829 mm) high. Where located more than 5 feet (1524 mm) from the street *lot line*, a barrier shall be erected when required by the *building official*. Barriers shall be of adequate strength to resist wind pressure as specified in Chapter 16.

SECTION 3307

PROTECTION OF ADJOINING PROPERTY

3307.1 Protection required. Adjoining public and private property shall be protected from damage during construction, remodeling and demolition work. Protection must be provided for footings, foundations, party walls, chimneys, skylights and roofs. Provisions shall be made to control water runoff and erosion during construction or demolition activities. The person making or causing an excavation to be made shall provide written notice to the owners of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings should be protected. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation.

SECTION 3308

TEMPORARY USE OF STREETS, ALLEYS AND PUBLIC PROPERTY

3308.1 Storage and handling of materials. The temporary use of streets or public property for the storage or handling of materials or of equipment required for construction or demolition, and the protection provided to the public shall comply with the provisions of the applicable governing authority and this chapter.

3308.1.1 Obstructions. Construction materials and equipment shall not be placed or stored so as to obstruct access to fire hydrants, standpipes, fire or police alarm boxes, catch basins or manholes, nor shall such material or equipment be located within 20 feet (6096 mm) of a street intersection, or placed so as to obstruct normal observations of traffic signals or to hinder the use of public transit loading platforms.

3308.2 Utility fixtures. Building materials, fences, sheds or any obstruction of any kind shall not be placed so as to obstruct free approach to any fire hydrant, fire department connection,

utility pole, manhole, fire alarm box or catch basin, or so as to interfere with the passage of water in the gutter. Protection against damage shall be provided to such utility fixtures during the progress of the work, but sight of them shall not be obstructed.

SECTION 3309 FIRE EXTINGUISHERS

[F] 3309.1 Where required. All structures under construction, *alteration* or demolition shall be provided with not less than one *approved* portable fire extinguisher in accordance with Section 906 and sized for not less than ordinary hazard as follows:

1. At each *stairway* on all floor levels where combustible materials have accumulated.
2. In every storage and construction shed.
3. Additional portable fire extinguishers shall be provided where special hazards exist, such as the storage and use of flammable and combustible liquids.

3309.2 Fire hazards. The provisions of this code and the *International Fire Code* shall be strictly observed to safeguard against all fire hazards attendant upon construction operations.

SECTION 3310 MEANS OF EGRESS

3310.1 Stairways required. Where a building has been constructed to a *building height* of 50 feet (15 240 mm) or four *stories*, or where an existing building exceeding 50 feet (15 240 mm) in *building height* is altered, at least one temporary lighted *stairway* shall be provided unless one or more of the permanent stairways are erected as the construction progresses.

3310.2 Maintenance of means of egress. Required *means of egress* shall be maintained at all times during construction, demolition, remodeling or *alterations* and *additions* to any building.

Exception: *Approved* temporary *means of egress* systems and facilities.

SECTION 3311 STANDPIPES

[F] 3311.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed when the progress of construction is not more than 40 feet (12 192 mm) in height above the lowest level of fire department vehicle access. Such standpipe shall be provided with fire department hose connections at accessible locations adjacent to usable stairs. Such standpipes shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.

[F] 3311.2 Buildings being demolished. Where a building is being demolished and a standpipe exists within such a building, such standpipe shall be maintained in an operable condition so as to be available for use by the fire department. Such

standpipe shall be demolished with the building but shall not be demolished more than one floor below the floor being demolished.

3311.3 Detailed requirements. Standpipes shall be installed in accordance with the provisions of Chapter 9.

Exception: Standpipes shall be either temporary or permanent in nature, and with or without a water supply, provided that such standpipes conform to the requirements of Section 905 as to capacity, outlets and materials.

3311.4 Water supply. Water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material accumulates.

SECTION 3312 AUTOMATIC SPRINKLER SYSTEM

[F] 3312.1 Completion before occupancy. In buildings where an *automatic sprinkler system* is required by this code, it shall be unlawful to occupy any portion of a building or structure until the *automatic sprinkler system* installation has been tested and *approved*, except as provided in Section 111.3.

[F] 3312.2 Operation of valves. Operation of sprinkler control valves shall be permitted only by properly authorized personnel and shall be accompanied by notification of duly designated parties. When the sprinkler protection is being regularly turned off and on to facilitate connection of newly completed segments, the sprinkler control valves shall be checked at the end of each work period to ascertain that protection is in service.

CITY OF LEWISTON, MAINE

DEMOLITION OF STRUCTURE AT 117 PINE STREET

BID #: 2012-062

BID DATE: December 13, 2012 @ 2:00 PM

PRE-BID: December 6, 2012 @ 10:00 AM

1. Bids for the demolition and removal of the remaining structures at **117 Pine Street**, Lewiston, Maine will be accepted by:

Norman J. Beauparlant
Director of Budget/Purchasing
City of Lewiston
City Hall, 27 Pine Street
Lewiston ME 04240

until **2:00 p.m. on Thursday, December 13, 2012** at the Purchasing Department at the City Building, Lewiston, Maine 04240 at which time bids shall be opened publicly.

SPECIAL NOTE: Pre-bid meeting and site walk will start at **117 Pine Street** on **Thursday, December 6, 2012 at 10:00 a.m.** Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid form from that contractor.

2. **BID SECURITY**

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

3. **AWARD OR REJECTION OF BIDS**

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

4. **QUALIFICATION OF BIDDERS**

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

5. **PREPARATION OF PROPOSAL**

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

6. **ADDENDA AND INTERPRETATION**

No interpretation of the meaning of the plans, specifications or other documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Director of Budget/Purchasing, Lewiston, Maine.

7. **OBLIGATION OF BIDDERS**

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

8. **TIME LINE**

The contractor shall prosecute the work continuously until completion. Deadline for complete demolition and removal is **30 days from Notice to Proceed**. Designated available date to be determined by the Director of Budget/Purchasing.

Site Walk..... 10:00 a.m. on Thursday, December 6, 2012
 Bids Due. 2:00 p.m. on Thursday, December 13, 2012
 Bid Awarded by, Tuesday, December 18, 2012
 Start date to follow ACM Abatement scheduled for completion. within 30 days

9. **TIPPING FEES**

The contractor **will not** be responsible for the cost of tipping fees, however, all demolition materials not salvaged must be weighed at the Lewiston Landfill before either going to

Biofuels located on Alfred A Plourde Parkway, Lewiston or into the Lewiston Landfill. The City shall identify all sites to be used for disposal of brick, concrete and other fill material prior to contract signing.

10. **CLAIMS:**

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

INSURANCE:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below **naming the City of Lewiston as additional insured**. Certificate of such insurance shall be filed with the Director of Budget/Purchasing **within 5 days of Notice of Award**.

WORKERS' COMPENSATION:

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

AUTOMOTIVE LIABILITY INSURANCE:

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

GENERAL LIABILITY INSURANCE:

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

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

11. **PAYMENTS**

Progress payments shall be made on a monthly basis for work completed based on a percentage of the total project. Contractor shall submit pay requisition with an estimate on percent of completion. Amount completed to be determined by Director of Budget/Purchasing.

12. **DEFINITIONS**

- A. **Property:** All structures located within the boundary lines as indicated on the plans and maps.
- B. **City:** The term refers to the City of Lewiston, Maine.

CITY OF LEWISTON, MAINE

DEMOLITION OF STRUCTURE AT 117 PINE STREET

BID #: 2012-062

BID DATE: December 13, 2012 @ 2:00 PM

PRE-BID: December 6, 2012 @ 10:00 AM

SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE: Contractor agrees and undertakes to demolish structures at **117 Pine Street** in their entirety, including removal of foundations.

- A. Demolition of the aforesaid structures located upon the City of Lewiston's land;
- B. Securing all demolition permits from the State of Maine, or the City of Lewiston and paying for any fees required with respect to such permit;
- C. Removal of all debris from the site;
- D. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the City, in accordance with the laws of the United States and the State of Maine and ordinances of the City of Lewiston; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structures for its own account, as set forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage;
- E. The Contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed at the Lewiston Landfill before either going to Biofuels or into the Lewiston Landfill;
- F. The Contractor shall identify any fill sites to be used prior to contract signing;
- G. Disconnection and capping of any water or sewer service(s) currently connected within the project;
- H. **Foundation walls, shall be removed completely.** Concrete floor shall be broken up, removed and cellar hole filled as directed by Purchasing Agent as part of the base bid;
- I. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the City of Lewiston, including, without limitations, conformity with the reasonable demands of the Lewiston Fire Department.
- J. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Lewiston Police Department or Building Inspector. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Lewiston City Council a permit for the temporary closing of such streets.

In the event that the performance of the work shall entail any closing of a vehicular access to Lisbon Street, Contractors agrees to notify the City at least three (3) days prior to each day on which the accesses will be closed and will place signage in compliance with the Manual on Uniform Traffic Control Devices. In addition, the Contractor shall not so undertake its operations as to block *all* access to any portion of Lisbon Street except on a Sunday.

- K. Any pavement removed shall be disposed of by the Contractor.
- L. Concrete and brick shall be disposed of at City designated site.
- M. **Buildings will be demolished in a safe and orderly way and comply with all State and Federal regulations. Neighbors' areas must be policed every day for any debris on his/her properties.**
- N. **During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles.**

PART 2: EXECUTION

2.01 DEMOLITION OR RELOCATION

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

Demolition shall be done in a manner to maximize the amount of wood materials that will be accepted at Biofuels.

1. The structures and their components are to be demolished in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a nuisance in the area.
2. Cellars are to be cleared of all combustible and perishable material and of all tanks and piping. Tanks used for the storage of fuel oil or other flammable materials shall be removed in accordance with the regulations of the Lewiston Fire Department and Maine Department of Public Safety.
3. Stone, concrete and masonry walls, chimneys, etc. shall be completely removed.
4. No structures shall be removed substantially as a whole. All structures shall be demolished completely on the premises. Masonry walls, piers, columns or chimneys shall be demolished in small sections. All floor construction over basements or cellars shall be completely removed regardless of whether they are above or below existing ground level.
5. Contractor shall remove all tanks (water, gas, oil, etc.) and piping. Should underground oil tanks be identified, they shall be part of the project and the cost

- shall be part of the bid.
6. Once the work of demolition is started, it shall be continued to completion, uninterrupted except for Sundays and holidays or acts beyond the contractor's control. Material shall be removed from the site as quickly as possible and not be stored on site.
 7. The contractor shall comply with all applicable laws and ordinances.
 8. The contractor must exercise proper care in loading so that no waste or salvage material is strewn on public streets, neither during loading nor en route to the dumping site. Any material spilled on public streets will be promptly cleaned up and removed by the contractor.
- B. After the demolition and removal work have been accomplished, the site shall be cleared of all obstructions. Site shall be brought to grade as directed by the Director of Budget/Purchasing.

2.02 CLEAN UP

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

CITY OF LEWISTON, MAINE

DEMOLITION OF STRUCTURE AT 117 PINE STREET

BID #: 2012-062

BID DATE: December 13, 2012 @ 2:00 PM

PRE-BID: December 6, 2012 @ 10:00 AM

AGREEMENT

This Agreement entered into at Lewiston, Maine this ___ day of **December, 2012**, by and between the **City of Lewiston** a municipal corporation with a principal place of business in Lewiston, Androscoggin County, Maine (hereinafter referred to as "**City**", which expression shall include its successors and assigns) and _____, a corporation with a place of business at _____ (hereinafter sometimes collectively referred to as "**Contractor**", which expression shall include their heirs, successors and assigns).

I. WHEREAS:

- A. The City desires to have certain buildings located at **117 Pine Street** demolished;
- B. Contractor desires to provide demolition services to the City for the purposes of accomplishing the complete demolition of **117 Pine Street** ; and
- C. The parties have reached an agreement with respect to the same which they wish to reduce to a written memorandum.

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

- A. **Scope of Services:** Contractor agrees and undertakes to demolish **117 Pine Street** in its entirety, including cement block garage. The specific scope of Contractor's undertaking is as follows:
 - 1. Demolition of the aforesaid structures located upon the City of Lewiston's land;
 - 2. Securing all demolition permits from the State of Maine, or the City of Lewiston and paying for any fees required with respect to such permit;
 - 3. Removal of all debris from the site;
 - 4. Asbestos Containing Materials have been removed by others. Should ACM be identified, work shall stop and the City shall be notified;
 - 5. Disposition of any and all of the demolition debris *other than* (I) that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the City, in accordance with the laws of the United States and the State of Maine and ordinances of the City of Lewiston; provided,

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

6. The Contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged may be weighed at the Lewiston Landfill before either going to Biofuels or into the Lewiston Landfill. The Contractor shall identify all fill sites to be used prior to contract signing.
7. Disconnection and capping of any water or sewer service(s) currently connected at **117 Pine Street**;
8. Foundation walls, footers and floors shall be completely removed and disposed of. The foundation hole shall be filled as directed by the Director of Budget/Purchasing as part of the Base Bid;
9. Compliance at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the City of Lewiston, including, without limitations, conformity with the reasonable demands of the Lewiston Fire Department;
10. Securing the demolition area during the period of demolition at all times by reasonable means acceptable to the Lewiston Police Department or Building Inspector. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the City any permit for the temporary closing of such streets.
11. **Buildings will be demolished in a safe and orderly way and comply with all State and Federal regulations. Neighbors' areas must be policed every day for any debris on his/her properties.**
12. **During the course of the demolition project, the Contractor must practice dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles.**

B. Time and Sequence of Demolition:

Demolition shall be completed **within 30 days from Notice to Proceed**. In the event during the course of the demolition project, additional asbestos, hazardous waste, chemicals, toxic or otherwise, are found to exist, which are known to Contractor at the time of execution of this Contract, the Contractor shall immediately notify the City. The Contractor shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the hazardous removal parties are required to return and be upon the premises for the removal of any "after discovered" materials. Contractor shall commence demolition within **five (5) days** after the date of execution of this Agreement.

- C. **Contract Price and Payment:** The City agrees to pay Contractor for the services called for in this Contract. Contractor shall be solely responsible for collection of any sales tax upon sale of salvage, and for remittance of the same to the State of Maine and shall hold the City harmless from and indemnify the City against any liability for the collection of such tax.
- D. **Responsibility for Hazardous Materials:** Contractor shall not be responsible under the terms of this Contract for the removal, demolition or disposal of any asbestos or other hazardous materials, substance or wastes at **117 Pine Street** .
- E. **Compliance with Laws:** The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, City Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the City and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulations by themselves or by their employees.
- F. **INSURANCE:**
The Contractor shall furnish proof of coverage with adequate insurance of the types- and to the limits specified below **naming the City of Lewiston as additional insured**. Certificate of such insurance shall be filed with the Director of Budget/Purchasing **within 5 days from Notice of Award**.

WORKERS' COMPENSATION:

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

AUTOMOTIVE LIABILITY INSURANCE:

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

GENERAL LIABILITY INSURANCE:

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

- G. **Indemnity:** Contractor shall indemnify the City against and hold the City of Lewiston harmless from any and all claims and/or liabilities for (1) injury to person or property arising on or adjacent to the premises proximately caused by Contractor's negligence during the period of Contractor's services; (2) the unlawful, improper or negligent disposal of debris from **117 Pine Street** ; (3) the assertion of a lien or right

to a lien, whether at law or in equity by any sub-contractor of the Contractor, claiming such lien to have arisen, in whole or in part, by reason of the services contemplated under the terms of this Contract on behalf of Contractor. This obligation of indemnity shall include the payment of costs and attorney's fees reasonably incurred by the City in connection with the defense of any action or proceeding arising from such claims and/or liabilities.

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

H. **Assignment:** Contractor may not assign or delegate this Contract or their obligations hereunder without the prior express written permission of the City of Lewiston.

I. **Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the City; the City makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any warranty of any kind whatsoever. The City is aware of no competing claims of liens which may encumber the property or personal property interests therein.

J. **Bond Requirements:** Not required for this project.

K. **Default:**

1. In Contractor fails to timely perform its obligation hereunder and written notice of such failure shall be sent to Contractor by the City and such default is not cured within ten (10) days after receipt of said notice, or if such default shall be of the character that it cannot be completely cured within ten (10) days after receipt of said notice, if Contractor shall not within this period commence to cure such failure and thereafter proceed with reasonable diligence to cure same, the City may terminate this Contract without further obligations to the Contractor. No materials may be removed from the City premises after receipt by Contractor of such ten (10) day notice, unless cure be effectuated.
2. In the event that the letter of credit furnished pursuant to the provisions of Paragraph I above shall fail to have been renewed for an additional one (1) year term and the expiry date of the letter of credit shall be reached within thirty (30) days, the City shall have the right to draw upon the letter of credit.
3. In the case where Contractor is required to do any act under the terms of this Agreement, delays which are caused by or resulting from an act of God, war, civil unrest, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, or other causes beyond Contractor's reasonable control,

4. Contractor shall provide for maintenance of traffic in accordance with Sub-section 104.04 and 107.11 of the Maine State Highway Commission Standards Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:
 - a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
 - b. Contractor shall make arrangements with the Chief of Police, the Chief of the Fire Department, and other City officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
 - c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the City of Lewiston. All such temporary traffic controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel (by permission of the Lewiston City Council), a 48 hour notice will be given by Contractor to the City of Lewiston, the Chief of the Lewiston Fire Department, the Chief of the Lewiston Police Department and the Traffic Engineer. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Engineer. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.
 - d. The City of Lewiston or any of their duly authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall preserve all such records for a period of three (3) years after the final payment and all other pending matters are closed.
 - e. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Agreement, or to any benefit to arise from the same. No member, officer, or employee of the City of Lewiston or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract with the program assisted under this Agreement.

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
1	Lump Sum	Demolition and removal of the structure located at 117 Pine Street as specified.

	\$
Unit Price for additional fill material	\$ /CY

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

Signed, Sealed and Delivered
in the presence of

Witness

Owner
CITY OF LEWISTON, MAINE

By: _____
Edward Barrett
City Administrator

Contractor:

Witness

By: _____

LEWISTON CITY COUNCIL
MEETING OF MARCH 19, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Public Hearing on a new liquor license application for Apple Valley Golfers Club, Inc., 316 Pinewoods Road.

INFORMATION:

We have received an application for a liquor license for Apple Valley Golfers Club, Inc., 316 Pinewoods Road. The liquor license application is for malt & vinous.

The police department has reviewed and approved the application.

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EnB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To authorize the City Clerk's Office to approve a new liquor license application for Apple Valley Golfers Club, Inc., 316 Pinewoods Road.

**Department of Public Safety
Division**



Liquor Licensing & Inspection

BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

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

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

RESTAURANT (Class I,II,III,IV)

HOTEL-OPTIONAL FOOD (Class I-A)

CLASS A LOUNGE (Class X)

CLUB (Class V)

TAVERN (Class IV)

RESTAURANT/LOUNGE (Class XI)

HOTEL (Class I,II,III,IV)

CLUB-ON PREMISE CATERING (Class I)

GOLF CLUB (Class I,II,III,IV)

OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) Linda Kelley			2. Business Name (D/B/A) Apple Valley Golfers Club, Inc		
DOB: 4/11/1958			DOB:		
DOB:			Location (Street Address) 316 Pinewoods Rd		
Address 23 Perkins Rd			City/Town Lewiston	State ME	Zip Code 04240
			Mailing Address 316 Pinewoods Rd		
City/Town Mechanic Falls	State ME	Zip Code 04256	City/Town Lewiston	State ME	Zip Code 04240
Telephone Number 207-345-3340		Fax Number		Business Telephone Number 207-784-9773	
Federal I.D. # 46-2087354			Seller Certificate #		

3. If premises are a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire, If YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO

7. If manager is to be employed, give name: N/A

8. If business is NEW or under new ownership, indicate starting date: 5/1/2013

Requested inspection date: 4/15/2013 Business hours: 7AM-8PM

9. Business records are located at: 316 Pinewoods Rd Lewiston ME

10. Is/are applicants(s) citizens of the United States? YES NO

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

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

Name in Full (Print Clearly)	DOB	Place of Birth
Linda Anne Kelley	04/11/1958	Drexill Hill, PA

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

Mechanic Falls, ME 2 1/2 years Gray, ME 2 yrs 10 mo

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: Gard Crow
2 MacIntosh Ln Lewiston ME 04240

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Golf Course Club House

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: March 4, 2013

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

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

If YES, give details: _____

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

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

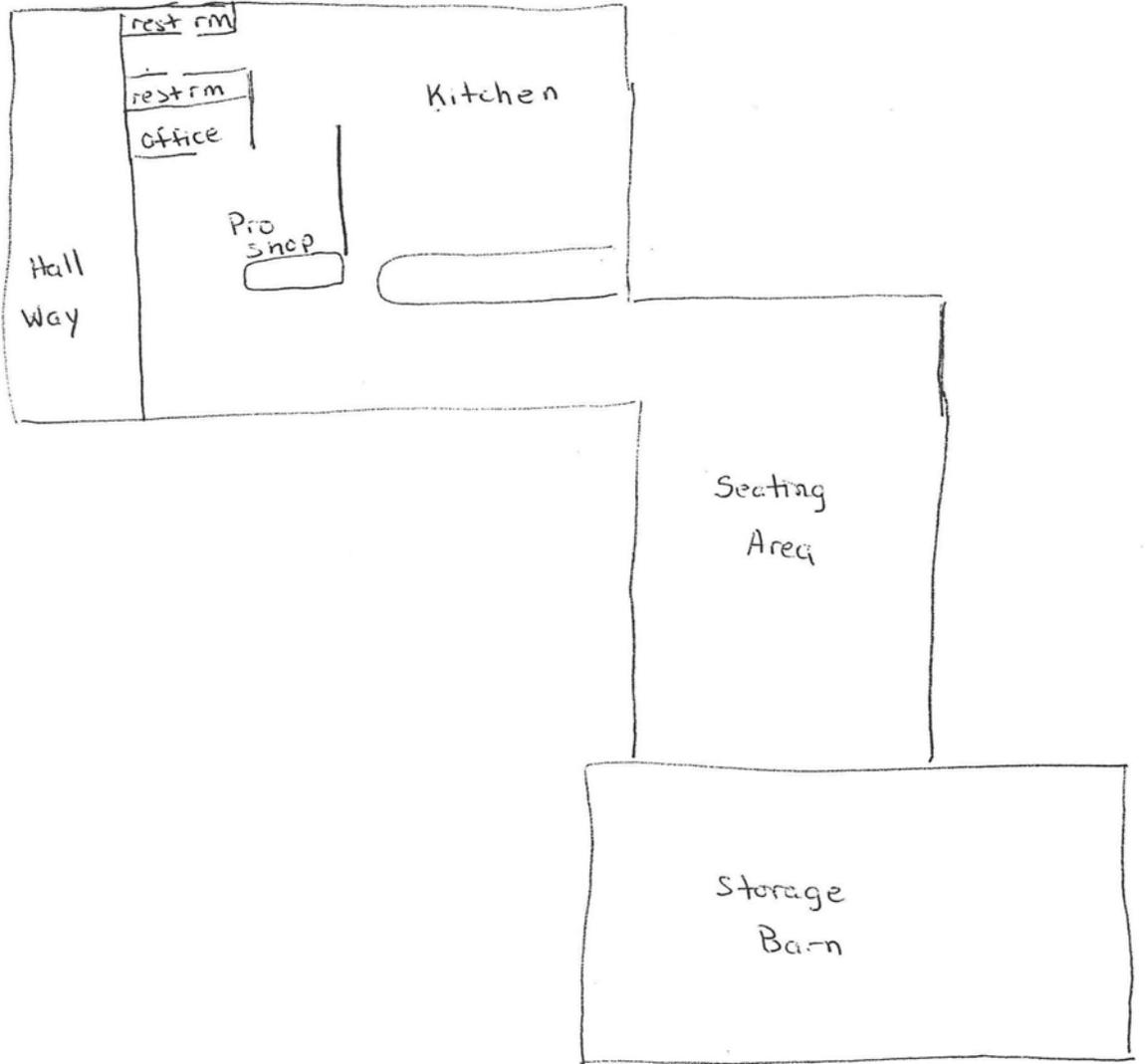
Dated at: Lewiston on March 4, 2013
Town/City, State Date

Please sign in blue ink

Linda C. Kelley
Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

PREMISE DIAGRAM



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

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

1. Exact Corporate Name: Apple Valley Golfers Club, Inc
Business D/B/A Name: _____

2. Date of Incorporation: February 19, 2013

3. State in which you are incorporated: Maine

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

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

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
Linda Kelley	23 Pe-Kms Rd Mechanic Falls ME	04/11/58	100	President
	378 Portland Rd Gray, ME			
George Daddona	23 Pe-Kms Rd Mechanic Falls ME	02/21/41	0	Treasurer
	378 Portland Rd Gray ME			

6. What is the amount of authorized stock? 1,000 Outstanding Stock? _____

7. Is any principal officer of the corporation a law enforcement official? () YES (X) NO

8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES (X) NO.

9. If yes, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____

Location: _____ Disposition: _____

Dated at: Lewiston On: March 4, 2013
City/Town Date

Linda Kelley
Signature of Duly Authorized Officer

Date: March 4, 2013

Linda Kelley
Print Name 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: March 7, 2013

RE: Liquor License/Special Amusement Permit – **Apple Valley Golfers Club**

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

Apple Valley Golf Course
316 Pinewoods Road



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



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

CITY OF LEWISTON

PUBLIC NOTICE

A hearing on the following liquor license application will be held by the Lewiston City Council in the Council Chambers, City Hall on *Tuesday, March 19, 2013, at 7:00 p.m.*, or as soon thereafter as they may be heard. Any interested person may appear and will be given the opportunity to be heard before final action on said application.

Apple Valley Golfers Club, Inc.

316 Pinewoods Road

Linda Kelley, owner

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

Kathleen Montejo, MMC

City Clerk

Lewiston, Maine

PUBLISH ON: March 14, 15 & 16, 2013

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

LEWISTON CITY COUNCIL

MEETING OF MARCH 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 the Derby Athletic Association, 37 Park Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Derby Athletic Association, 37 Park 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.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to the Derby Athletic Association, 37 Park Street.

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

Date of Application: 3-4-2013 Expiration Date: 3/27/2013 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: Derby Athletic Association Business Phone: 207-782-9285

Location Address: 37 Park Street Lewiston, Maine 04240

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

Mailing Address: 37 Park Street, Lewiston, ME

Contact Person: Roger Plourde Home Phone: 207-782-9285

Owner of Business: NONE Date of Birth: _____

Address of Owner: NONE

Manager of Establishment: Roger Plourde Date of Birth: 12-1-56

Owner of Premises (landlord): Justin Flannery (37 LLC)

Address of Premises Owner: 37 Park St, Lewiston, ME suite 404

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

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

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

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

Corporation Name: Derby Athletic Association

Corporation Mailing Address: 37 Park St, Lewiston, ME

Contact Person: Roger Plourde Phone: 207-782-9285

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 ft.

Please describe the type of proposed entertainment:

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

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

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 Roger Plourde Title: manager Date 03-14-2013

Printed Name Roger Plourde

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

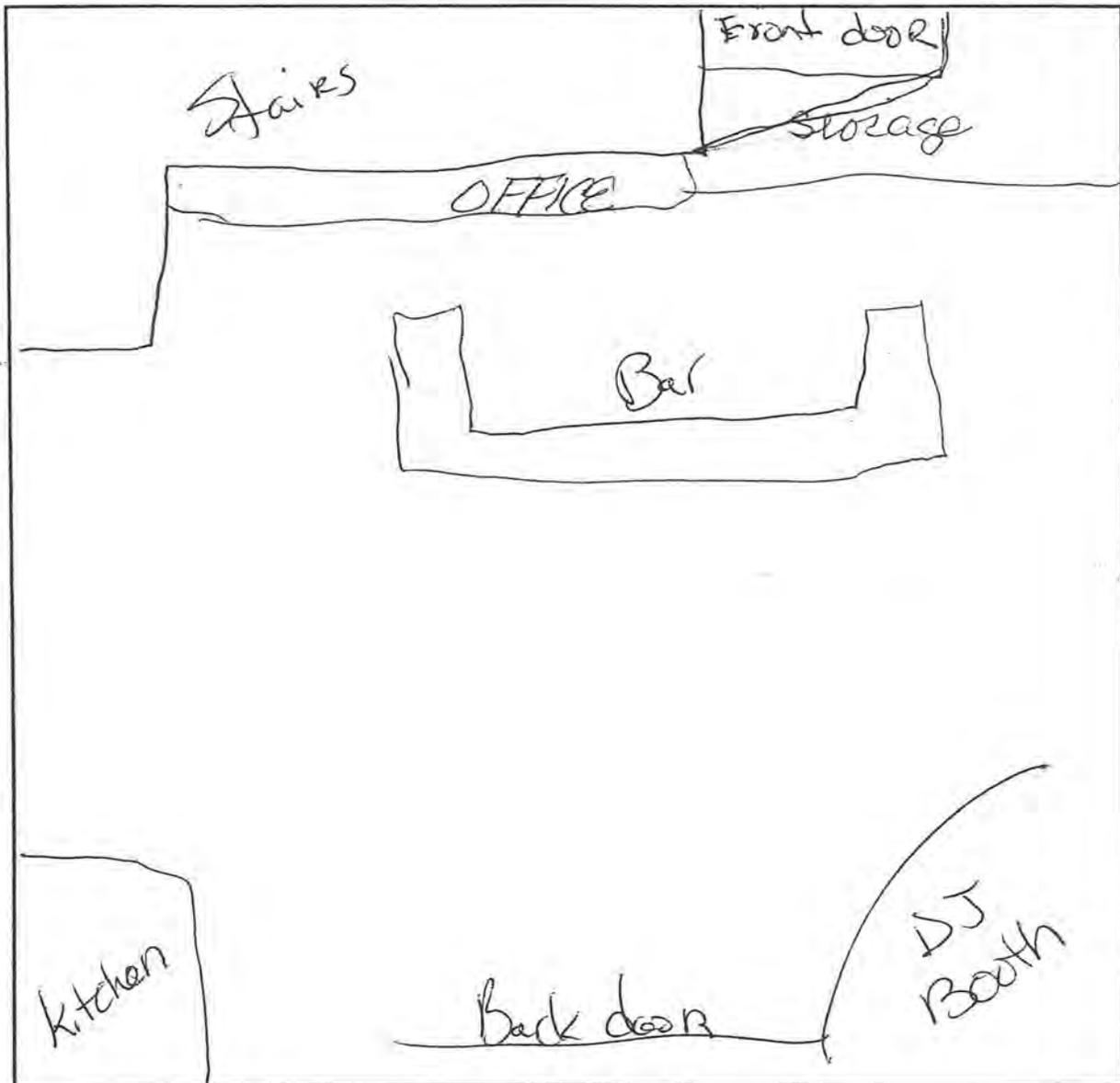
Sent to Police & Fire: _____

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.





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 – **Derby Athletic Association**

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

Derby Athletic Association
37 Park Street



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



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL

MEETING OF MARCH 19, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Fuel, Inc., 49 Lisbon Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Fuel, Inc., 49 Lisbon Street.

The Police Department has reviewed and approved the application.

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

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA/B/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Fuel, Inc., 49 Lisbon Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 3/8/2013 Expiration Date: 3-16-14 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: FVA Inc. Business Phone: 207-333-2347

Location Address: 49 LISBON ST

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

Mailing Address: 49 LISBON ST, LEWISTON, ME

Contact Person: ERIC ABRON Home Phone: 207-333-2347

Owner of Business: ERIC ABRON Date of Birth: 2/10/1970

Address of Owner: 49 LISBON ST, LEWISTON, ME 04240

Manager of Establishment: ERIC ABRON Date of Birth: 2/10/1970

Owner of Premises (landlord): ERIC ABRON

Address of Premises Owner: 49 LISBON ST.

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):
FVA INC.

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: P-Val Inc.

Corporation Mailing Address: 49 LISBON ST. WILSTON, ME 04240

Contact Person: ERIC AGRON Phone: 207-333-2347

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? UPSTAIRS FROM RESTAURANT (OWNER OCCUPIED)

Please describe the type of proposed entertainment:

- dancing
- stand up comedian
- piano player
- music by DJ
- karaoke
- other, please list _____
- live band/singers
- magician
- 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: [Signature] Title: Proprietor Date: 3/8/2013

Printed Name: ERIC AGRON

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

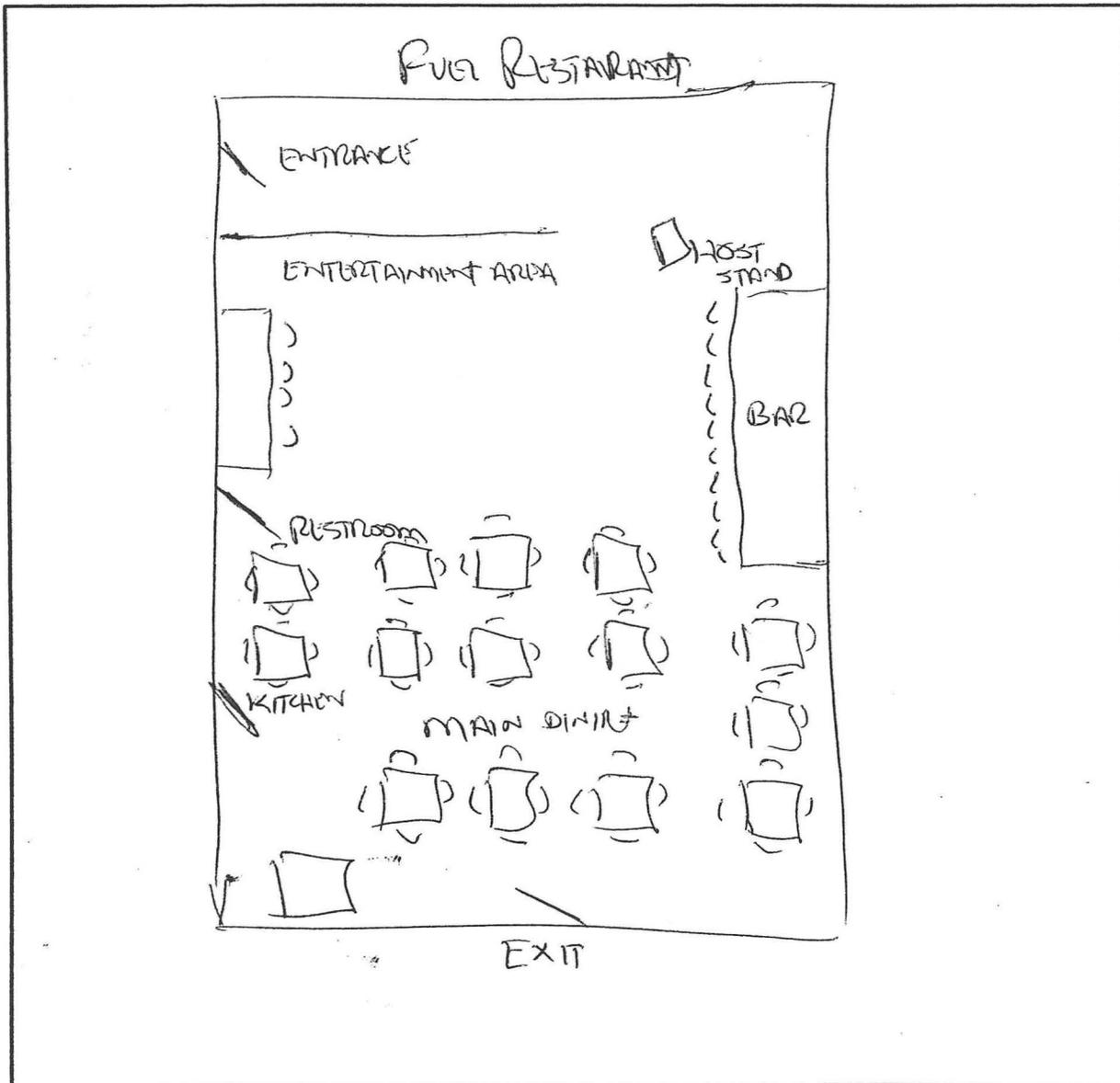
Sent to Police & Fire: _____

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

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

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

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



CITY OF LEWISTON, MAINE

Department of City Clerk

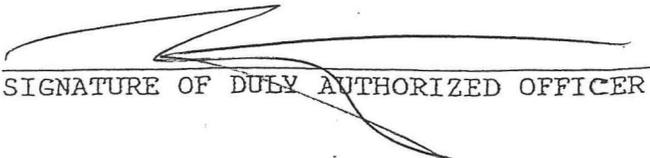
Supplementary Questionnaire for Corporate Applicants

- 1. Exact corporate name: Fuel, Inc.
- 2. Date of incorporation: 3/2007
- 3. State in which you are incorporated: ME
- 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
ERIC ABRAHAM	49 LISBON ST	2/10/76	100	PRESIDENT

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

Dated at LEWISTON, ME on 3/9/2013
City or Town Date


SIGNATURE OF DULY AUTHORIZED OFFICER



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: February 1, 2013

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

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

Fuel
49 Lisbon Street



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



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL

MEETING OF MARCH 19, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Public Hearing and Final Passage for the conditional rezoning of the property at 393 Main Street from the Community Business (CB) District to the Downtown Residential (DR) District.

INFORMATION:

The Planning Board voted 7-0 to send a favorable recommendation to the City Council to conditionally rezone the property at 393 Main Street from the Community Business (CB) District to the Downtown Residential (DR) District, subject to the conditional rezoning agreement.

Veteran's Inc. has submitted a petition to request a conditional rezoning of this property to allow an increase in the number of dwelling units from 11 to 25 efficiency units to house veterans. Last spring, approval was granted to allow the 11 units at the site of the former St. Joseph's School. The housing units will provide transitional housing for men in a safe, drug and alcohol free facility. Veteran's Inc. would like to expand from 11 to 25 units.

Please see the enclosed memorandum from City Planner David Hediger for additional information as well as a site map and other background information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator supports the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve final passage of the amendment to the Zoning and Land Use Code and Map to conditionally rezone the property at 393 Main Street from the Community Business (CB) District to the Downtown Residential (DR) District, subject to a conditional agreement.

MEMORANDUM

TO: Mayor Robert E. Macdonald
Members of the City Council

FR: Gildace J. Arsenault, Director of Planning and Code Enforcement

RE: 393 Main Conditional Rezoning Recommendation

DT: February 26, 2013

Included with your Council materials for the meeting of March 5, 2013 you will find the following documents relative to the above referenced matter:

A memorandum from me regarding the February 25, 2013 Planning Board recommendation to the Lewiston City Council for the conditional rezoning of 393 Main Street

A copy of a memorandum to the Planning Board dated February 15, 2013 from City Planner David Hediger regarding a request from Veteran's Inc. to conditionally rezone 393 Maine Street from the community business district to the downtown residential district

A copy of an ordinance pertaining to zoning boundaries submitted by Veterans, Inc.

As you will learn upon your review of the above mentioned documents, Veteran's Inc. received Planning Board approval on May 14, 2012 to convert the former St. Josephs School property located at 393 Main Street to eleven (11) dwelling units with a total of twenty-four (24) bedrooms to provide occupancy for up to twenty-four (24) United States military veterans. This facility, as approved, also includes medical, vocational and nutritional services and administrative functions for the veterans to be housed at this location.

Veteran's Inc. has given greater consideration to their development of 393 Main Street, and they wish to create up to twenty-five (25) efficiency dwelling units for a maximum of twenty-five (25) veterans to include the provision of the above mentioned services. The property is currently zoned community business and, given the required minimum net lot area of 3,000 square feet per dwelling unit, the property cannot be developed with more than eleven (11) dwelling units. The minimum net lot area per dwelling unit for properties zoned downtown residential is 1,500 square feet. If the conditional rezoning is approved, the proposed twenty-five (25) dwelling units can be developed.

Staff, along with representatives from Veterans Inc., will be on hand at your March 5th meeting to field any questions that you may have regarding this request.



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: February 15, 2013
RE: February 25, 2013 Planning Board Agenda Item IV(a)

A petition submitted by Veterans Inc. to conditionally rezone the property at 393 Main Street from the Community Business (CB) district to the Downtown Residential (DR) district.

Veterans Inc. has submitted a petition to conditionally rezone the property at 393 Main Street from the Community Business (CB) district to the Downtown Residential (DR) district pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to allow an increase in the number of dwelling units from 11 to 25 efficiency units to house veterans. The Board will recall granting approval on May 14, 2012 to Veterans, Inc. to convert the existing St. Josephs School located at 393 Main Street into 11 residential dwelling units for veterans. These dwelling units will provide transitional housing for men in a safe, drug- and alcohol-free facility. The goal of this housing and related support services is to give veterans a stable base from which to find or hold a job, continue their physical or mental recovery, and, ultimately, return to independent living.

The applicant is now requesting that the property be conditionally rezoned to DR in order to add additional dwelling units to the property. The property at 393 Main Street is currently zoned community business (CB). The conditional rezoning agreement will be limited to those uses currently allowed in the downtown residential (DR) zoning district. The CB district has a minimum net lot area requirement of 3,000 square feet per dwelling unit, limiting the number of units on this site to 11 as approved by the Board: four units with three bedrooms; five units with two bedrooms; two units as efficiencies. By conditionally rezoning the property to DR, the minimum net lot requirement is reduced to 1,500 square feet per dwelling unit. The property is 34,282 square feet, which would allow for a maximum of 27 dwelling units on the property. The applicant is proposing 25 units. The increased number of dwelling units will allow for veterans to live independently in efficiency units and will no longer have to share a unit with another individual.

As noted in the conditional rezoning documents, the proposed rezoning allows for the adaptive, mixed-reuse of this building, encourages orderly growth and development in an area of the city where existing multifamily dwellings exist, and provides an incentive for adaptive reuse of a building that was otherwise being underutilized with only 11 dwelling units. The conditional rezoning also provides affordable, decent, and diverse housing opportunities for area residents.

To be clear, in conditionally rezoning this property, those uses that were permitted in the CB that are not permitted in the DR will no longer be allowed. This should not be an issue as the primary intent of the conditional rezoning request to increase the density of dwelling units on the

property. With that in mind, the conditional rezoning agreement has been drafted such that the conditional rezoning of said property shall expire and revert to the underlying zoning of the property by December 3, 2015 if activity has not commenced for use in accordance with this agreement. Furthermore, should this rezoning become effective, the applicant will need to return to the planning board for an amendment to a previously approved subdivision being the conversion of an existing building into a residential use that results in the creation of three or more units regulated as a subdivision.

ACTIONS NECESSARY

1. Make a motion to consider a petition submitted by Veterans Inc. to conditionally rezone the property at 393 Main Street from the Community Business (CB) district to the Downtown Residential (DR) district ;
2. Obtain input on the petition;
3. Make a motion pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration to conditionally rezone the property at 393 Main Street from the Community Business (CB) district to the Downtown Residential (DR), subject to any concerns raised by the Planning Board or staff.



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director



MEMORANDUM

To: City Clerk's Office
City Council Members

From: Gil Arsenault 

Date: February 26, 2013

Subject: Planning Board Action

The Planning Board took the following action at their public meeting held on February 25, 2013 regarding a petition submitted by Veteran's, Inc. to conditionally rezone 393 Main Street from the Community Business (CB) district to Downtown Residential (DR).

The following motion was made:

MOTION: by **Walter Hill** pursuant to Article VII, Section 4(c) and Article XVII, Section 5(b) of the Zoning and Land Use Code of the City of Lewiston to send a favorable recommendation to the City Council to conditionally rezone 393 Main Street from the Community Business district to the Downtown Residential (DR) district. Second by **Kevin Morissette**.

VOTED: 7-0 (Passed)

c: Ed Barrett, City Administrator
Planning Board Members



January 23, 2013

David Hediger
Planning Department
City of Lewiston
27 Pine Street
Lewiston, ME 04240

David,

Please see the attached documentation as part of our submission for a conditional Re-Zone for the property located at 393 Main Street. We are proposing to re-zone the property from the current CB zone to the DR zone to allow a higher density of units at the site. The building is a great candidate for housing and to realize its full potential we propose to build 25 efficiency units to house Veterans. The DR zone allows this density and we can accommodate all of the required parking for the 25 units on site. Please review the attached information and contact me with any questions. We will be sending the signed petition you have requested under a separate cover.

We look forward to discussing this proposal with you in further detail at the next appropriate public forum.

Call me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Senatore', is written over a light blue circular stamp.

Ryan Senatore, AIA LEED-AP
Project Architect

TFH Architects
80 Middle Street
Portland ME 04101
207.775.6141
www.tfnarchitects.com

AN ORDINANCE PERTAINING TO ZONING BOUNDARIES

THE CITY OF LEWISTON HEREBY ORDAINS:

Appendix A of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

APPENDIX A

ZONING AND LAND USE CODE

ARTICLE IV. ESTABLISHMENT OF DISTRICTS

Sec. 1. Zoning Map.

The "Official Zoning Map, City of Lewiston", adopted pursuant to this Section, is hereby amended by conditionally rezoning the parcels more fully described in Exhibit "A" attached hereto, and as shown on a site plan attached hereto as Exhibit "B", said parcels being located at 393 Main Street Lewiston, Main, from the community business (CB) zoning district to the downtown residential (DR) district.

REASONS FOR THE PROPOSED AMENDMENT

The reason for the amendment is to provide the proponent (Veterans Inc.) the ability to develop 393 Main Street. Specifically, the proponents are interested in having the property conditionally rezoned to the downtown residential (DR) district in order to develop a veterans service center, providing supporting services to United States military veterans including housing, medical, vocational and nutritional services, and administrative functions related thereto. The property at 393 Main Street is currently zoned community business (CB). The conditional rezoning agreement will be limited to those uses currently allowed in the downtown residential (DR) zoning district and those uses specifically set forth herein.

CONDITIONAL REZONING AGREEMENT

The proponents requests that the official zoning map for the City be amended by deleting the subject property from the community business (CB) zoning district and conditionally rezone the subject premises to downtown residential (DR) district, subject to the limitations more fully described below.

In compliance with the provisions of the Code, Article XVII, Section 5 (g), the proponents hereby propose the following conditions:

- (a) Permitted uses of the property shall be those uses which are presently permitted and conditional uses in the downtown residential (DR) district subject to the conditions contained herein.
- (b) Should a future rezoning of the proponent's property result in less stringent standards than those of this conditional rezoning agreement, the latter standards shall no longer apply.
- (c) Violations of any of the conditions herein will constitute a violation of the Code.
- (d) The conditions described herein shall bind the proponent, its successors and assigns, and any person in possession or occupant of the subject premises, or any portion thereof, and shall inure to the benefit of and be enforceable by the City.
- (e) The proponent shall, at its own expense, record in the Androscoggin County Registry of Deeds a copy of the conditions within thirty (30) days following final approval of this proposal by the City. Such form of recording is to be in a form satisfactory to the City.
- (f) The conditions described herein shall run with the subject premises.
- (g) In addition to all other remedies to which the City may be entitled under applicable provisions of statute or ordinance, if any party in possession or use of the subject premises fails or refuses to comply with any of the conditions imposed, any rezoning approved by the City in accordance with the conditions shall be of no force or effect. In that event, any use of the subject premises and any building or structures developed pursuant to the rezoning shall be immediately abated and brought into compliance with all applicable provisions of the Code with the same effect as if the rezoning had never occurred.
- (h) If any of the conditions are found by a court of competent jurisdiction to be invalid, such determination shall not invalidate any of the other conditions.
- (i) Any rezoning approved by the City conditionally shall be of no force or effect if the proponent fails or refuses to comply with conditions imposed.
- (j) By submitting this proposal, the proponent agrees in writing to the conditions described herein.
- (k) This conditional rezoning of said property shall expire and revert to the underlying zoning of the property by December 3, 2015 if activity has not commenced for use in accordance with this agreement.

CONFORMANCE WITH COMPREHENSIVE PLAN

1. Encourage adaptive, mixed-reuse of buildings, including housing...(Downtown Goals, #7, Page 23).
2. Improve labor force skills and the awareness and quality of job training and retraining programs (Economy, Policy 5, Page 45).
3. Continue to allow a wide range of housing types in all appropriate zones within the City (Housing, Strategy H, Page 71).
4. Encourage the orderly growth and development of the appropriate areas of the City while making efficient use of public services... (Land Use, Goals, #1, page 123).

5. Provide incentive for adaptive reuse of buildings or infill construction... (Long Range Planning, Strategy A, Page 134).
6. Encourage and promote affordable, decent housing opportunities for all Lewiston citizens and continue to allow a diverse range of housing types in the community (Long Range Planning, Policy 5, Pages 135-136).

Witness

Proponent

Veterans Inc.

by: *[Signature]*

Worcester County
 Androsoggin, SS
 Lewiston, Maine Worcester, MA

January 21, 2013

Personally appeared the above named Vincent J Perrone of Veterans Inc. and acknowledged the foregoing to be the free act and deed of Veterans Inc.

[Signature]
 Notary Public
 Commission expires: Sept 20, 2013



**EXHIBIT A
(DEED)**

PARCEL ONE:

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

Beginning at a hub standing on the easterly line of Main Street, said hub standing about ten feet northerly from underpinning of Daniel Holland's house; thence at right angles with Main Street easterly one hundred feet to a post and fence; thence at right angles southerly twenty-eight feet; thence nearly at right angles easterly by said Holland's land one hundred thirty-one and one-half feet; thence North fifty-six degrees West about one hundred thirty-four feet to the street leading from Main Street to College Street; thence westerly on said cross street about fourteen rods to Main Street; thence southerly on Main Street about one hundred sixty-five feet to the bounds begun at.

Being the same premises conveyed to Roman Catholic Bishop of Portland by deed dated May 26, 1953, and recorded in the Androscoggin County Registry of Deeds in Book 686, Page 591.

EXCEPTING AND RESERVING from the above described premises the land situated in said City of Lewiston, County of Androscoggin and State of Maine, bounded and described as follows:

Beginning at a point at the easterly corner of land of the first parcel of land conveyed to Grantee by Kenneth R.L. Finley by deed dated August 15, 1991, and recorded in said Registry of Deeds in Book 2724, Page 19; thence South forty-four degrees thirty-seven minutes fifty-four seconds East (S 44° 37' 54" E) along a line which is the projection southeasterly of the northeasterly line of Grantee's land, a distance of seventy-three hundredths (0.73) feet to a point; thence South forty-three degrees twelve minutes forty-eight seconds West (S 43° 12' 48" W) a distance of twenty-eight and fifty-six hundredths (28.56) feet to a point in the southwesterly line of the Grantor's land; thence North twenty-eight degrees twenty-six minutes forty-six seconds West (N 28° 26' 46" W) along the southwesterly line of the Grantor's land, a distance of one and ninety-four hundredths (1.94) feet to a point in the southeasterly line of Grantor's land; thence North forty-five degrees twenty-nine minutes fifty-eight seconds East (N 45° 29' 58" E) along the southeasterly line of Grantee's land and parallel to Oak Street, so called, a distance of twenty-eight and no hundredths (28.00) feet to the point of beginning.

Reviewed and Approved: _____



Containing 36.45 square feet.

Bearings are magnetic June 1995.

The above excepted parcel Parcel Two as described in deed from the Roman Catholic Bishop of Portland to the Rainbow Federal Credit Union dated July 31, 1995, and recorded in said Registry of Deeds in Book 3459, Page 79.

PARCEL TWO:

A certain tract 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, to wit:

Commencing at the intersection formed by the northwesterly line of Oak Street and the northeasterly line of Holland Street; thence northeasterly along the northwesterly line of Oak Street, one hundred thirty-one (131) feet, more or less, to the southwesterly corner of land described in deed from said Elizabeth A. McKenna, as life tenant under the Will of George D. McKenna to Charles Jenkins; thence northwesterly along the southwesterly line of said land described in said deed to said Jenkins and along the southwesterly line of land of said Jenkins which abuts on Main Street, a distance of two hundred fifteen (215) feet, more or less, to the southeasterly line of Main Street at the northwesterly corner of the last mentioned Jenkins' land; thence southwesterly along the southeasterly line of Main Street, forty-seven (47) feet, more or less, to a point forty (40) feet northeasterly from the intersection of the southeasterly line of Main Street and the northeasterly line of Holland Street, which point is the northeasterly corner of land formerly owned by Frank T. Powers; thence southeasterly along the northeasterly line of said Powers' land, a distance of eighty (80) feet, more or less, to the southeasterly corner of said Powers' land; thence southwesterly along the southeasterly line of said Power' land, fifty-seven (57) feet, more or less, to the northeasterly line of Holland Street at a point eighty (80) feet southeasterly from the intersection of the southeasterly line of Main Street and the northeasterly line of Holland Street; thence southeasterly along the northeasterly line of Holland Street, one hundred thirty-eight (138) feet, more or less, to the point of beginning.

Being the same premises conveyed to the Roman Catholic Bishop of Portland by deed of Harold N. Skelton, Executor under the Wills of Elizabeth A. McKenna and George McKenna dated February 25, 1957, and recorded in the Androscoggin County Registry of Deeds in Book 758, Page 114.

Reviewed and Approved: _____



Excepting and reserving that property conveyed to the Rainbow Federal Credit Union by The Roman Catholic Bishop of Portland dated July 31, 1995 and recorded in said Registry of Deeds in Book 3459, Page 79 dated December 1, 1968 and also property conveyed by The Roman Catholic Bishop of Portland to St. Joseph's Federal Credit Union by deed recorded in said Registry of Deeds in Book 997, Page 737.

PARCEL THREE:

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

Beginning at a point at the intersection of the northwesterly line of Oak Street, so called, at the southerly corner of land conveyed to The Roman Catholic Bishop of Portland by Agnes T. Davis et al by deed dated May 26, 1953, and recorded in the Registry of Deeds for Androscoggin County in Book 686, Page 591, said point being North forty-five degrees twenty-nine minutes fifty-eight seconds East (N 45° 29' 58" E) along the northwesterly line of said Oak Street, a distance of one hundred seventy-three and ninety-four hundredths (173.94) feet from the northeasterly line of Holland Street, so called; thence South forty-five degrees twenty-nine minutes fifty-eight seconds West (S 45° 29' 58" W) along the northwesterly line of said Oak Street, a distance of forty-three and no hundredths (43.00) feet to a point at the southerly corner of Rainbow Federal Credit Union's land; thence North forty-four degrees thirty-seven minutes forty-five seconds West (N 44° 37' 45" W) along the southwesterly line of said Rainbow Federal Credit Union's land, a distance of eighty-seven and fifty-six hundredths (87.56) feet to a point; thence North forty-two degrees thirty-five minutes twenty-seven hundredths East (N 42° 35' 27" E) a distance of eighty-nine and fifty-two hundredths (89.52) feet to a point in the southwesterly line of The Roman Catholic Bishop of Portland's land; thence South twenty-eight degrees twenty-six minutes forty-six seconds East (S 28° 26' 46" E) along the southwesterly line of The Roman Catholic Bishop of Portland's land, a distance of ninety-four and seventy-eight hundredths (94.78) feet to the point of beginning.

Containing 4,996.74 square feet.

Bearings are magnetic June, 1995.

Being the same premises conveyed in deed by Rainbow Federal Credit Union to Roman Catholic Bishop of Portland to Rainbow Federal Credit Union dated August 4, 1995, and recorded in the Androscoggin County Registry of Deeds in Book 3459, Page 81.

Reviewed and Approved: 

EXHIBIT B
(SITE PLAN)

VETERAN'S HOUSING AT THE FORMER ST. JOSEPHS SCHOOL

393 MAIN STREET, LEWISTON, MAINE



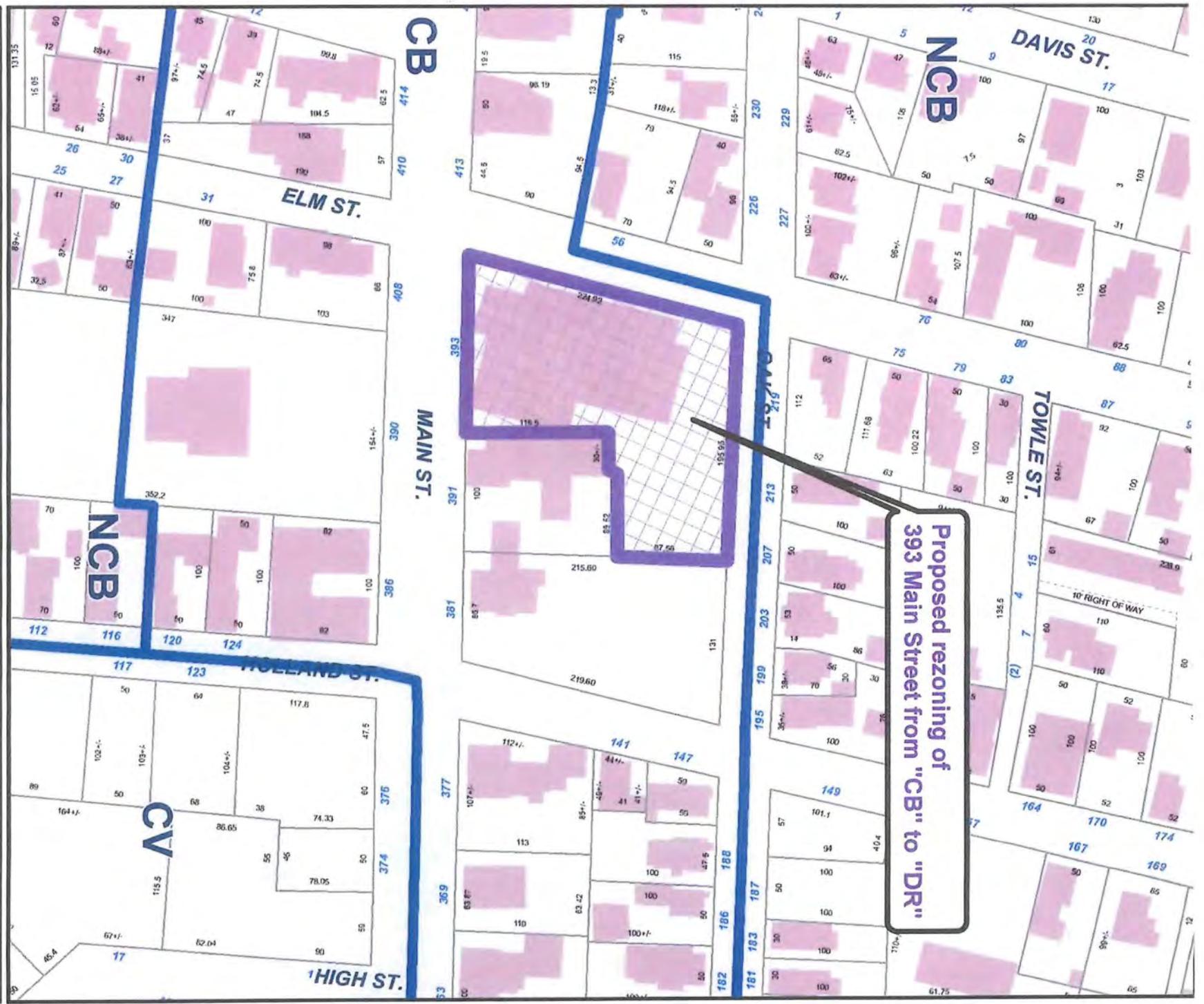
PROPOSED ZONING MAP MODIFICATION

JANUARY 10, 2013



Proposed Rezoning 393 Main Street

February 2013



PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

Pursuant to Appendix A, Article XVII, Section 5 A Amendments of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to rezone the property at 343 Main St from Enterprise District to the Enterprise District district described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>Paul Dube</i>	PAUL DUBE	58 VILLAGE DR.	2-5
2	<i>Donald Boom</i>	DONALD BOOM	81 HOWARD ST	2-5
3	<i>Tina Carrier</i>	TINA CARRIER	6 KEVIN ST	2/5
4	<i>Michael Boom</i>	MICHAEL BOOM	30 HOWARD ST	2-5
5	<i>Jill Cusson</i>	JILL CUSSON	4 POUILLIN AVENUE	2-5
6	<i>Justine Robert</i>	JUSTINE ROBERT	150 PINELANDS RD	2-5
7	<i>Robert M. McDonough</i>	ROBERT MCDONOUGH	54 GINA ST.	2-5
8	<i>Angela Lyle</i>	ANGELA LYLE	85 WOODSIDE DR.	2-5
9	<i>Cheryl Dube</i>	CHERYL DUBE	58 VILLAGE DR.	2-5
10	<i>Thomas A Rioux</i>	THOMAS A RIOUX	6 OXBOW DR.	2-5
11	<i>Normand R. Bussiere</i>	NORMAND R. BUSSIERE	75 St. LISIANT RD	2-5
12	<i>Bernard J Dutil</i>	BERNARD J DUTIL	23 SPOFFORD ST	2-5
13	<i>John H Stebbins SR</i>	JOHN H STEBBINS SR	26 HOLLAND ST	2-5
14	<i>Paul W. Emery</i>	PAUL W. EMERY	123 VAL ST	2-5
15	<i>Donald Pelletier</i>	DONALD PELLETIER	33 HOWARD AVE.	2-7
16	<i>Liane Pelletier</i>	LIANE PELLETIER	33 HOWARD AVE.	2-7
17	<i>Mona Chiarantona</i>	MONA CHIARANTONA	39 JENKINS ST	2-7
18	<i>Irene Powerleau</i>	IRENE POWERLEAU	4 BRAINT ST.	2-7
19	<i>Katherine Remillard</i>	KATHERINE A. REMILLARD	47 BRAINT AVE	2-7
20	<i>Richard Lanjelier</i>	RICHARD LANJELIER	1/2 Ste-Croix street	2-7

CIRCULATOR=S VERIFICATION

I hereby verify that I am the Circulator of this petition that all the signatures to this petition were made in my presence, and to the best of my knowledge and belief, each signature is that of the person it purports to be, and each person is a resident of the City of Lewiston.

Donald T Dube
Signature of Circulator

RONALD T. DUBE
Printed Name of Circulator

2-7-13
Date

REGISTRAR=S CERTIFICATION

I hereby certify and verify that the names of all of the petitioners listed as valid appear on the voting list as registered voters in the City of Lewiston.

Total Valid: 20

Total Invalid: 0

Allen Stearns
Signature of Registrar/Deputy Registrar

Date: 2-7-13

PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

Pursuant to Appendix A, Article XVII, Section 5 A Amendments of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to rezone the property at 303 Main St from ???Enterprise District to the ??? district described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>Arthur J. Paradis</i>	ARTHUR J. PARADIS	59 BAILEY AVE	2-7-13
2	<i>Pauline J. Gilbert</i>	PAULINE J. GILBERT	23 Fortin Way	2-7-13
3	<i>Robert M. Gilbert</i>	ROBERT M. GILBERT	23 Fortin Way	2-7-13
4	<i>Romance D. Gagne</i>	ROMANCE D. GAGNE	39 JENKINS ST	2-7-13
5	<i>Maurice G. Gagne</i>	MAURICE G. GAGNE	39 JENKINS ST	2-7-13
6	<i>Fernand R. Fournier</i>	FERNAND R. FOURNIER	10 Heathwood Lane	2-7-13
7	<i>Avita Fournier</i>	AVITA FOURNIER	10 Heathwood Lane	2-7-13
8				
9				
10				
11				
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CIRCULATOR=S VERIFICATION

I hereby verify that I am the Circulator of this petition that all the signatures to this petition were made in my presence, and to the best of my knowledge and belief, each signature is that of the person it purports to be, and each person is a resident of the City of Lewiston.

Donald T. Dube
Signature of Circulator

Donald T. Dube
Printed Name of Circulator

2-7-13
Date

REGISTRAR=S CERTIFICATION

I hereby certify and verify that the names of all of the petitioners listed as valid appear on the voting list as registered voters in the City of Lewiston.

Total Valid: 7

Total Invalid: 0

Quinn R. Pearce, Jr
Signature of Registrar/Deputy Registrar

Date: 2-7-13

LEWISTON CITY COUNCIL
MEETING OF MARCH 26, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Order authorizing City Administrator to sign deed and property transfer documents responding to request from Pauline Kolbe, owner of 49 Hillcrest Avenue.

INFORMATION:

During a title search, it was discovered that a paper street (planned but never physically developed) known as Reservoir Street exists on paper in city records from the late 1800s. Part of the paper street runs along the property at 49 Hillcrest Avenue. The City Attorney has researched this matter and discovered the records indicate the land is "reserved as a Rangeway" which means the City most likely has an easement over this property. The City has no intention of developing this property and no workable use for the land.

City staff recommends this land be deeded over to the property owner of 49 Hillcrest Avenue.

Please reference the attached memorandum from the City Administrator for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing City Administrator to sign deed and property transfer documents responding to request from Pauline Kolbe, owner of 49 Hillcrest Avenue.



**City of Lewiston, Maine
City Council Order
March 26, 2013**



ORDER, Authorizing City Administrator to sign deed and property transfer documents responding to request from Pauline Kolbe, owner of 49 Hillcrest Ave.

Whereas, the City of Lewiston's Joint Standing Committee on Highways, Streets Bridges and Sidewalk established a Reservoir St on November 12, 1879 with "Said Street passes over land reserved as a Rangeway or Public Road; and

Whereas, title work and City Attorney review of the City documents agree the City's interest is limited to an easement in the property and not in fee ownership; and

Whereas, Ms. Kolbe's attorney prepared all supporting documents to transfer any interest the City has in half the width of the so-called Reservoir St, which abuts the rear of her property at 49 Hillcrest Ave; and

Whereas, the land of the so-called Reservoir St is unimproved raw land and the street was never constructed; and

Whereas, the City staff foresees no future need to ever develop a street along this so-called Reservoir St; and

Whereas, the interest the City has in the property can be transferred at no additional cost to the City;

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

the City Administrator is authorized to sign and execute any documents necessary to effect the transfer any and all interest the City has in the property immediately abutting the rear of 49 HillCrest Ave.



Department of Public Works

David A. Jones, P.E.

Director



March 19, 2013

To: E. Barrett (City Administrator), K. Montejo (City Clerk)

Re: Pauline Kolbe / Reservoir Street Property

John Conway, an attorney with Linnell, Choate & Webber LLP, contacted me back just before Christmas 2012 regarding a client, Pauline Kolbe owner of property at 49 Hillcrest Avenue. The rear of her property abuts what appeared to be a paper street known as Reservoir St. Mrs. Kolbe was requesting the City transfer any right, title and interest she would be entitled to if the road were to be discontinued. Attorney Conway provided a draft deed and property transfer documents, which were proposed to be executed at no cost to the City.

Upon further research, our City Clerk found the following information in the City's Street Book:

- On October 2, 1879, the Lewiston City Council referred a petition from 12 citizens requesting a public way be laid out for use to the "Joint Standing Committee on Highways, Streets, Bridges and Sidewalk".
- The Joint Standing Committee issued public notices and met with the interested parties on November 3, 1879 to examine the proposed street and hear from the parties. They laid out the street, which would be called Reservoir St.
- The minutes of the Joint Standing Committee signed November 12th, 1879 states "*Said Street passes over land reserved as a Rangeway or Public Road.*"

The City Attorney reviewed all the information and indicates "*reserved as a Rangeway*" is consistent with what the title work suggested and this order means that Reservoir Street is almost certainly an easement, not owned in fee by the City. As such there is very little value to the City if any. The City attorney also reviewed and indicates the deed Jack Conway prepared to transfer the City's interest in the property is an adequate description of the half of the street which is adjacent to his client's property. It is a policy decision on whether the Council wishes to release the City's rights in the street for free.

I have included two maps to help the Council understand the issue. The 1st is titled Reservoir St (Rangeway) and shows the full area of the Reservoir St, which was never constructed. The 2nd is titled 49 Hillcrest Ave Request and shows the land Pauline Kolbe currently owns at 49 Hillcrest Ave and the area she has requested the City transfer any interest it has in.

In view of the fact this particular property owner has brought this forward as a specific request, we felt obligated to get a decision from the Council regarding her specific request. Staff would recommend the City Council approve the attached Council Order, which would approve Pauline Kolbe's specific request. Pending decision on this issue, staff will prepare and bring to the City Council at a future Council meeting an action to address the rest of what is left of the "Rangeway".

Sincerely,

David A. Jones, P.E.

Director

Cc: J. Grube, City Assessor
D. Hediger, City Planner

Reservoir St (Rangeway)





49 Hillcrest Ave Request

LINNELL, CHOATE & WEBBER

CURTIS WEBBER
JON S. OXMAN
RICHARD J. O'BRIEN
JOHN W. CONWAY
REBECCA S. WEBBER
SONIA J. BUCK

MOLLY WATSON SHUKIE

ATTORNEYS AT LAW
83 PLEASANT STREET
P.O. BOX 190
AUBURN, MAINE 04212 - 0190
A LIMITED LIABILITY PARTNERSHIP

PHONE 207-784-4563

FAX 207-784-1981

FRANK W. LINNELL
1908-1977
DONALD W. WEBBER
1906-1995
PAUL A. CHOATE
1927-2007
JOHN R. LINNELL
1938-2010

jeconway@lcwlaw.com

December 19, 2012

David Jones, P.E., Director
Lewiston Public Works
103 Adams Street
Lewiston, ME 04240

RE: Pauline Kolbe/Reservoir Street Property

Dear David:

Thank you for discussing this matter with me. As I explained to you on the phone, this office has been retained by Pauline Kolbe, who is the owner of property at 49 Hillcrest Avenue, Lewiston, Maine. The rear of her property abuts on what was believed to be a paper street known as Reservoir Street. She came to me to find out what rights she may have in that paper street and how she might go about procuring those rights.

We have done some significant research regarding Reservoir Street and have determined that in fact it is not a paper street, as that term is generally used. It appears that Reservoir Street is in fact a range way which was laid out in the original lotting for the City of Lewiston. I have enclosed a copy of that lotting map.

Our research indicates that as a range way it was laid out 66 feet wide and ran from the Androscoggin River the entire length of Lewiston to the Greene town line. It is therefore our belief that the City of Lewiston has an ownership interest in this property as the grantee in the original lotting.

Looking at current maps regarding the City of Lewiston, it appears that a number of people have already encroached into this range way and there are lots which have been established within the bounds of the range way. My client requests that the City of Lewiston, by deed, a copy of which I am enclosing with this letter, transfer any right, title and interest they may have in Reservoir Street to the middle of Reservoir Street. This would be the portion of the property which she would be entitled to by law if the road were to be discontinued.

It is my understanding that you are going to take this to the City Council to discuss with them what steps would need to be taken in order to make this transfer complete. Again, I think it is important to note that a number of other lots have been established within what was originally

LINNELL, CHOATE & WEBBER

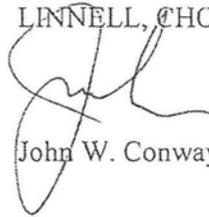
David Jones, P.E., Director
December 18, 2012
Page 2

the range way known as Reservoir Street and that it does not appear that there is any other access to the property but by abutting parcels.

I thank you in advance for your attention to this and your help with this. If you need more information or I can answer any questions in this regard please contact me at my office.

Sincerely,

LINNELL, CHOATE & WEBBER, LLP

A handwritten signature in black ink, appearing to read "John W. Conway", is written over the typed name.

John W. Conway, Esq.

JWC/cpm
Encl.

cc: Pauline Kolbe

RELEASE DEED

CITY OF LEWISTON, a body corporate and politic in Androscoggin County, State of Maine, with a principal place of business at 27 Pine Street, Lewiston, Maine, 04240,

for consideration paid, **RELEASES** to

PAULINE KOLBE, of Lewiston, Androscoggin County, State of Maine, a portion of Reservoir Street, an old range road, situated in Lewiston, Androscoggin County, State of Maine, bounded and described as follows:

Beginning at a point in a stone wall at the east corner of Lot 48 as shown on the plan of "Property of W. E. Webber" recorded January 28, 1924 in the Androscoggin County Registry of Deeds in Plan Volume 2, Book 5, Page 178;

thence southeast on a continuation of the northeast line of said Lot 48 33' to a point in the middle of Reservoir Street, a 66' wide range road;

thence southwest along said middle line of Reservoir Street 100' to a point;

thence northwest 33' to a point in a stone wall at the south corner of Lot 45 on said plan;

thence northeasterly along said stone wall and the southeast line of Lots 45, 46, 47, and 48 100' to the point of beginning.

Meaning and intending to convey the northwest half of Reservoir Street as it lies directly southeast of Lots 45-48 on said plan, which lots are known as 49 Hillcrest Avenue. Said plan lots are now or formerly of Pauline Kolbe by deed dated May 14, 2009 and recorded in the Androscoggin Registry of Deeds in Book 7692, Page 54.

Further reference is made to a plan entitled "Webber Avenue Subdivision for Coastal Enterprises, Inc.", dated August 7, 2007 and recorded in the Androscoggin County Registry of Deeds in Plan Book 46, Page 118.

The City of Lewiston has caused this instrument to be signed and delivered by _____, its _____, thereunto duly authorized.

DATED: December _____, 2012

City of Lewiston

By:
Its:

STATE OF MAINE
Androscoggin, ss:

December , 2012

_____ personally appeared before me and acknowledged the
foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public/Attorney-at-Law

Printed name: _____

LCW/NTS/JWC/mc



0599900

RETTD

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**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

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

PLEASE TYPE OR PRINT CLEARLY

1. COUNTY ANDROSCOGGIN		DO NOT USE RED INK!	
2. MUNICIPALITY/TOWNSHIP LEWISTON		BOOK/PAGE—REGISTRY USE ONLY	
3. GRANTEE/ PURCHASER	3a) Name (LAST, FIRST, MI) KOLBE, PAULINE		3b) SSN or Federal ID
	3c) Name (LAST, FIRST, MI)		3d) SSN or Federal ID
	3e) Mailing Address 49 HILLCREST AVENUE 3f) City LEWISTON		3g) State 3h) Zip Code ME 04240
4. GRANTOR/ SELLER	4a) Name (LAST, FIRST, MI) LEWISTON, CITY OF		4b) SSN or Federal ID
	4c) Name (LAST, FIRST, MI)		4d) SSN or Federal ID
	4e) Mailing Address 27 PINE STREET 4f) City LEWISTON		4g) State 4h) Zip Code ME 04240
5. PROPERTY	5a) Map Block Lot Sub-Lot	5c) Physical Location PORTION OF 1/2 OF RESERVOIR ST	Check any that apply: <input type="checkbox"/> No tax maps exist <input type="checkbox"/> Multiple parcels <input type="checkbox"/> 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 500 .00
	6c) Exemption claim - <input checked="" type="checkbox"/> Check the box if either grantor or grantee is claiming exemption from transfer tax and explain. Grantor City of Lewiston is a municipality		
7. DATE OF TRANSFER (MM-DD-YYYY) MONTH DAY YEAR		8. WARNING TO BUYER—If the property is classified as Farmland, Open Space or Tree Growth, a Substantial financial penalty could be triggered by development, subdivision, partition or change in use. <input type="checkbox"/> 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: Deed of a portion of an old range road for no monetary consideration		10. INCOME TAX WITHHELD— Buyer(s) not required to withhold Maine income tax because: <input type="checkbox"/> Seller has qualified as a Maine resident <input type="checkbox"/> A waiver has been received from the State Tax Assessor <input type="checkbox"/> Consideration for the property is less than \$50,000	
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: Grantor _____ Date _____ Grantor _____ Date _____ Grantor _____ Date _____ Grantor _____ Date _____		
12. PREPARER	Name of Preparer <u>Linnell, Choate & Webber, LLP</u> Phone Number <u>(207) 784-4563 (mc)</u> Mailing Address <u>P.O. Box 190</u> E-Mail Address _____ <u>Auburn, ME 04212-0190</u>		

LEWISTON CITY COUNCIL
MEETING OF MARCH 26, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Amendments to the Traffic Schedule regarding loading zone on Ash Street.

INFORMATION:

Last summer, the Council approved a Traffic Schedule amendment regarding loading zones on Ash Street. The intention of the change was to have the loading zone time designation begin at 6am. However, the material submitted by the Police Department, and subsequently approved by the City Council, stated 9am, by mistake. City staff is asking to have this oversight corrected and for the Council to formally authorize the start time of 6am for this loading zone.

Please see the attached memorandum from Sgt Chick of the Police Department for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve an amendment to the Traffic Schedule regarding a loading zone on Ash Street, as proposed on the attached vote sheet.

(Note: New language is underlined and deleted language is struck-out.)



POLICE DEPARTMENT

Sgt. David K. Chick
Inspector of Police



DATE: March 11, 2013
TO: Traffic Schedule Review
FROM: Sgt. David Chick, Inspector of Police
Subject: Ash Street

**Traffic Schedule Amendment – Chapter 70 Section 177
Loading Zones (Section 3)**

Last year, when the Traffic Schedule was amended to reduce and relocate spaces associated with loading zones and other parking restrictions in order to make more public use available, the time period failed to get noticed and changed to reflect upon the commercial need. This is being submitted to correct that oversight...

NOTE: (Additions are double underlined; deletions are ~~struck-out~~).

Section 3 – Loading Zones

ASH STREET **Odd numbered side, south side, beginning at a point 40' from the southeasterly corner of Ash St & Lisbon St and extending easterly on Ash St a distance of 30' (1 delineated van accessible space). Monday-Friday 9:00 AM to 6:00 PM**

NOTE: (Additions are double underlined; deletions are ~~struck-out~~).

If this amendment is approved, this would require Public Works department to install sign(s) and marking(s) pertaining to the intended designations (perhaps as easily as a numeral sticker being affixed to the existing sign for interim).

David Chick
Inspector of Police



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



LEWISTON CITY COUNCIL
MEETING OF MARCH 26, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Order authorizing the Lewiston City Administrator to execute Amendment 1 to the Joint Development Agreement with Parallax Partners, Inc.

INFORMATION:

This item is to approve an amendment to the Joint Development Agreement between Parallax Partners, Inc. and the City regarding the development of a 90 bed hotel to be located at 15-29 Lincoln Street. The developer has asked for a 90 day extension on the scheduled closing date to allow time for additional paperwork and documents to be processed.

Please see the attached memorandum from Lincoln Jeffers, Assistant to the City Administrator, outlining the details of the project.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the Lewiston City Administrator to execute Amendment 1 to the Joint Development Agreement with Parallax Partners, Inc.



**City of Lewiston Maine
City Council Order
March 26, 2013**



Order, Authorizing the Lewiston City Administrator to Execute Amendment 1 to the Joint Development Agreement with Parallax Partners, Inc.

Whereas, the City's Comprehensive Plan, Downtown Master Plan, and similar documents clearly establish the City's policy of stimulating the rehabilitation of property and developing economic opportunities in its downtown, particularly in the vicinity of 15 Lincoln Street through 29 Lincoln Street; and

Whereas, the City and the Developer executed a Joint Development Agreement in December 2011 that outlines the mutual obligations to invest in and improve property; and

Whereas, as part of this agreement, the City agreed to transfer to Parallax the properties located at 15 and 29 Lincoln Street; and

Whereas, Parallax intends to construct a 90 bed hotel at an anticipated total investment of \$9,900,000; and

Whereas, this investment will result in significant economic benefit to the City, including the rehabilitation of property and the creation of jobs; and

Whereas, under the Joint Development Agreement, Parallax is required to close on the property within 240 days of the effective date of the development agreement; and

Whereas, since the execution of the agreement, Parallax and the City have worked diligently toward fulfilling the various duties and obligations imposed by the agreement, many of which have been completed; and

Whereas, while Parallax now has a signed commitment for the necessary financing for the project, the final details necessary to allow for a closing on the property transfer are still being finalized; and

Whereas, staff, therefore, recommends that the deadline for closing be extended for an additional ninety (90) day period;

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

The City Administrator is hereby authorized to execute Amendment 1 to the Joint Development Agreement with Parallax Partners, Inc., such amendment to extend the deadline for closing on the property transfer for an additional ninety (90) days to June 24, 2013.

Economic and Community Development

Lincoln Jeffers
Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Amendment to Joint Development Agreement with Parallax Partners
Date: March 21, 2013

The Lewiston City Council approved a Joint Development Agreement with Parallax Partners in December 2011. The agreement outlined the responsibilities of each party. This consisted of Parallax developing a 90 to 100 room hotel at 15 and 29 Lincoln Street at an estimated cost of \$9.9 million. To assist with the development of that project the City agreed to sell 15 and 29 to Parallax for \$500,000; invest \$425,000 in parking and public green space on the property where the Water Street CSO storage tanks are located, and allow the hotel to have primary use of the parking area in exchange for their maintenance of the lot and associated green space; lease up to 15 parking spaces in the Lincoln Street Garage at a reduced rate; and provide a 10 year TIF that will return an average of \$100,000 per year to the project. The state has approved the Tax Increment Financing District and Program.

Since approval of the agreement, Parallax has been actively engaged in designing the project, conducting the feasibility study, securing the franchise, and getting the necessary development review and regulatory approvals. They have met all of the requirements of the Joint Development Agreement with the exception of closing on the financing. They have secured a loan commitment from Machias Savings Bank for the amount needed to develop the project. That loan incorporates a USDA guarantee. The developer, his consulting team, and city staff are engaged in checking off the list of due diligence requirements of that USDA guarantee. While the commitment is in place, the due diligence will not be complete until sometime in April. Under the terms of the original Joint Development Agreement and associated agreements, closing on the Finance will not be accomplished prior to the current deadline for closing on the real estate sale.

The City Council is asked to authorize the City Administrator to execute *Amendment 1 to the Joint Development Agreement between the City of Lewiston and Parallax Partners, Inc.* which will extend the closing date on the real estate for an additional 90 days, until June 24, 2013. All other terms and conditions of the development agreement will remain the same. Parallax expects to close on the financing and real estate by the end of April, but would like the option agreement to provide some latitude in case unforeseen loan due diligence requirements are encountered.

**AMENDMENT 1
JOINT DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF LEWISTON AND
PARALLAX PARTNERS, INC.**

THIS AMENDMENT 1 TO THE JOINT DEVELOPMENT AGREEMENT (“AGREEMENT”) is made as of _____, 2013 by and between THE CITY OF LEWISTON, a body politic and corporate situated in Androscoggin County, Maine (hereinafter sometimes referred to as the “City,” which expression shall include its successors and assigns), and PARALLAX PARTNERS, INC., a Maine corporation, with a place of business in Lewiston, Maine (hereinafter sometimes referred to as “Developer,” which expression shall include its successors and assigns). Developer and the City are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Developer and the City entered into an Option Agreement dated October 6, 2011 (the “Option Agreement”) under which the City granted Developer an option (the “Option”) to purchase two parcels of real estate located at 15 Lincoln Street and, 29 Lincoln Street, Lewiston, Maine, as further described in the Option Agreement (the “Properties”), upon the satisfaction of certain conditions in connection with Developer’s +/- \$9.9 million investment in the construction of a +/-90-100-room hotel (the “Hotel”) on the Properties (the “Project”); and

WHEREAS, One of the conditions to exercise of the Option was the Parties’ negotiation and entry into a Joint Development Agreement addressing specific details of the Project and outlining the Parties’ respective responsibilities and obligations following Developer’s exercise of the Option; and

WHEREAS, the parties thereafter negotiated and entered into such Joint Development Agreement which set forth a number of conditions and specified the various obligations of the parties, one of which required that a closing take place on the transfer of the property within two hundred forty (240) days of the effective date of the development agreement; and

WHEREAS, the majority of the requirements of the Joint Development Agreement have been met; however, additional time is required to finalize project financing to allow the property closing to take place; and

WHEREAS, the City and Developer remain committed to this project;

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to extend the closing date for transfer of the property, as outlined in paragraph 2.4 (a) of the Joint Development Agreement until June 24, 2013.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witness

PARALLAX PARTNERS, INC.

By: _____
Its

Witness

CITY OF LEWISTON, MAINE

By: _____

LEWISTON CITY COUNCIL

MEETING OF MARCH 19, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Order authorizing the City Administrator to execute the First Amendment #1 to Interlocal Cooperation Agreement #2 for Lake Auburn Intake & Water Treatment.

INFORMATION:

The City of Lewiston and the Auburn Water District have an Interlocal Agreement for the Lake Auburn Intake and Water Pretreatment facilities at the Lake. The two groups completed the joint Ultra-Violet Light Water Treatment Facility in 2012 to comply with the federal Safe Drinking Water Act. The complexity of the operation of the facility requires management and oversight by a State Licensed water treatment operator/manager. The City of Lewiston and Auburn Water District will split the cost of this new position. The Lewiston funding is available in the Lewiston water utility budget.

Please see the attached memorandum from Public Works Director David Jones for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATB/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute the First Amendment #1 to Interlocal Cooperation Agreement #2 for Lake Auburn Intake & Water Treatment.



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



ORDER, Authorizing the City Administrator to Execute the First Amendment #1 to Interlocal Cooperation Agreement #2 For Lake Auburn Intake & Water Treatment

Whereas, Maine Law permits municipalities to enter into interlocal cooperation agreements to make efficient use of their powers and to cooperate with other municipalities or political subdivisions on a basis of mutual advantage to provide services and facilities to the local communities; and

Whereas, on October 3rd, 1997, the City of Lewiston and the Auburn Water District signed an Interlocal Agreement for the Lake Auburn Intake and Water Pretreatment facilities at the lake, an agreement which remains in effect and binding on both parties; and

Whereas, the parties completed a joint ultra-violet (UV) light water treatment facility in 2012 to comply with the Safe Drinking Water Act; and

Whereas, the complexity of the operation of the UV light treatment plant requires management and oversight by a Class IV Water Treatment Operator as mandated and licensed by the Maine Drinking Water Program; and

Whereas, the Trustees of the Auburn Water District approved moving forward with the hiring of a Licensed Class IV Operator to manage the UV Facility at their November 14, 2012 meeting, subject to a 50/50 cost sharing arrangement with the Lewiston Water Division; and

Whereas, the attached proposed Amendment to the 1997 agreement has been signed by the current Auburn Water District General Manager and has been reviewed and is recommended by City of Lewiston staff; and

Whereas, the funding for the Water Treatment Plant Manager is available in the City of Lewiston Water Utility budget;

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

the City Administrator is Authorized to execute the First Amendment #1 to Interlocal Cooperation Agreement #2 For Lake Auburn Intake & Water Treatment



Department of Public Works

David A. Jones, P.E.
Director



March 8, 2013

To: Ed Barrett (City Administrator), Kathy Montejo (City Clerk)

Re: Amendment to Interlocal Cooperation Agreement #2 Lake Auburn Intake & Water Pretreatment Plant Manager

Ed & Kathy,

I am requesting City Council consideration and approval of an order authorizing the City Administrator to sign a proposed Amendment to the 1997 Interlocal Cooperation Agreement #2 for Lake Auburn Intake and Water Pretreatment.

On October 3rd, 1997, the City of Lewiston and the Auburn Water District signed an Interlocal Cooperation Agreement for the Lake Auburn Intake and Water Pretreatment facilities located at the lake. This agreement was signed by then Lewiston City Administrator Robert J. Mulready and then Auburn Water District General Manager Normand R. Lamie. The agreement addressed the facilities at the lake and how the joint use and funding of the facilities would be shared. That agreement currently remains in effect and is binding on both parties.

With the construction of the joint ultra-violet light water treatment facility in 2012 to comply with the Safe Drinking Water Act and the complex operations of the treatment facility, the two utilities recognized and understood the need for professional management by a Maine licensed Class IV Water Treatment Operator to operate and maintain oversight over this new facility. The utilities began developing an amendment to the Interlocal Agreement while the facility was still under construction and have finally agreed on the needed language.

Auburn Water District has agreed to employ the Water Treatment Plant Manager; however, this will be a joint position with both utilities sharing the responsibility for supervision, evaluation, and costs on a 50/50 basis. The City of Lewiston's share of the funding for this agreement is available in the Water Utility budget.

Sincerely,

David A. Jones, P.E.
Director

Cc: K. Gagne, R. Burnham, J. Storer

**FIRST AMENDMENT #1 TO:
INTERLOCAL COOPERATION AGREEMENT # 2
FOR LAKE AUBURN INTAKE & WATER PRETREATMENT**

This First Amendment to Interlocal Cooperation Agreement #2 for Shared Lake Auburn Intake & Water Pretreatment Services is made as of this _____ day of 2013, by and among the Trustees of the Auburn Water District, (“Auburn”) and the City of Lewiston, (“Lewiston”) for the purposes of jointly sharing a Class IV Water Treatment Plant Manager.

WITNESSETH THAT:

WHEREAS, Maine law permits municipalities to enter into interlocal cooperation agreements to make the most efficient use of their powers and to cooperate with other municipalities of political subdivisions on a basis of mutual advantage, in order to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the parties hereto executed an Interlocal Cooperation Agreement for Shared Lake Auburn Intake & Water Pretreatment Services in 1997, which currently remains in effect and is binding on all parties hereto; and

WHEREAS, the parties hereto completed a joint ultra-violet light water treatment facility in 2012, necessary to comply with amendments to the Safe Drinking Water Act, which facility requires additional staff time and attention to function properly in order to safe guard public health; and

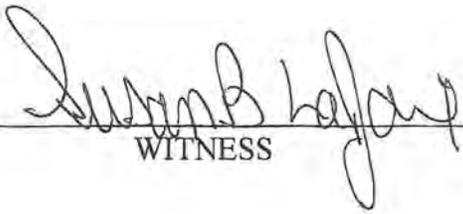
WHEREAS, the complexity of operation of the newly completed ultra-violet light water treatment plant requires management and oversight by a Class IV Water Treatment Operator, as mandated and licensed by the Maine Drinking Water Program; and

WHEREAS, the Trustees of the Auburn Water District approved moving “*forward with the hiring of a Licensed Class IV Operator to manage the UV Facility*” at their November 14, 2012 meeting, subject to a 50/50 cost sharing arrangement with the Lewiston Water Division.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the above recitals are made a part of this First Amendment, and as follows:

1. A joint Class IV Water Treatment Plant Manager position will be added as part of the overall shared management and operation of the joint Lake Auburn Ultra-Violet Light Treatment Facility. The Auburn Water District will employ and supervise this Class IV Water Treatment Plant Manager, and the annual salary and benefits of the position will be borne equally by the parties.
2. The Auburn Water District and City of Lewiston Water Division will share elements of employment, supervision, and evaluation of the Manager. The Water Treatment Plant Manager shall report to a committee composed of the District Engineer of the Auburn Water District and Superintendent of the Lewiston Water Division. The parties will continue to cooperate in good faith to effect the combined operation of their joint facilities. Any required equipment, vehicles, or support items will be jointly shared, as necessary.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives pursuant to due legal authorization and authority as of the day and year first written above.



WITNESS

AUBURN WATER DISTRICT

By:  3/7/13
John B. Storer, Its Superintendent
& General Manager

CITY OF LEWISTON

WITNESS

By: Edward A. Barrett, Its
City Administrator

DRAFT February 26, 2013

LEWISTON CITY COUNCIL
MEETING OF MARCH 19, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Ratification of Collective Bargaining Agreement with Local #785, International Association of Firefighters (IAFF).

INFORMATION:

The City Council is requested to ratify a three year agreement with Local #785 - International Association of Firefighters (IAFF) which represents the Lewiston firefighters. This agreement is for the period of July 1, 2010 to June 30, 2013.

Please see the memorandum from Deputy City Administrator Phil Nadeau which highlights details of the contract.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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To ratify the FY 2011-2013 Collective Bargaining Agreement between the City of Lewiston and the International Association of Firefighters (IAFF), Local #785, said agreement being for the period of July 1, 2010 to June 30, 2013, and to approve the Order authorizing the City Administrator to execute the collective bargaining agreement on behalf of the City of Lewiston.



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



Order, Authorizing the City Administrator to Execute a New Collective Bargaining Agreement with International Association of Firefighters, Local #785.

Whereas, the City and Local #785 Unit representatives have worked diligently over the last several months to develop a new collective bargaining agreement; and

Whereas, all who participated in the development of the Local #785 Collective Bargaining Agreement believe that negotiations have produced a contract which is sensitive to the current economic climate and reflects the organizational goals and objectives of both the city Local #785;

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

The City Administrator is authorized to execute the new FY 2011-2013 International Association of Firefighters, Local #785 Collective Bargaining Agreement and is authorized to approve any final administrative, non-monetary, and non-substantive amendments as needed.



The Office of
Deputy City Administrator
Phil Nadeau
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MEMORANDUM

TO:	Mayor and City Council
FROM:	Phil Nadeau, Deputy City Administrator & Chief City Negotiator
DATE:	March 19, 2013
RE:	Proposed Lewiston Firefighters Association (LFA) Contract

1. BACKGROUND

The city and LFA negotiating teams have worked diligently to develop the enclosed proposed contract. The LFA membership voted to support the contract. Notable features of the proposed contract are as follows:

- Contract if for three years: FY2011 through FY2013.
- COLA adjustments: FY2011 – 0%; FY2012 – 1.0%; FY2013 (effective 1/1/13) – 2.0%.
- New top step for Firefighters, Lieutenants, Captains and Inspector effective 6/30/13.
- Agreement to offset new step adjustments with across the board deductions of 8.75% on all Retirement Health Savings contributions effective with first deposits in July 2013.
- Freezing of entry level step for all new hires.
- Updating of Clothing Issue to reflect improved safety choices.
- Increasing clothing stipend to \$500 retroactive to July 1, 2010 to allow for updating of related non-issued firefighting personal safety equipment.
- New "K" firefighter replacement language that will help control department overtime costs.
- New training language to enhance firefighting training impacted by prior staffing reductions and which will result in training account savings.
- New Fire Inspector recall language to address after-hours recall.
- New fire grounds operations language which will improve safety and not impact budget.

2. RECOMMENDED ACTION

To approve the proposed contract.



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



March 21, 2012

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Spring Clean Up

The current system of providing a spring cleanup service to residents was implemented in 2010. It involves two programs: residential curbside collection of brush and yard debris and extended hours and free services at the City landfill where tipping fees are waived at the solid waste facility during an eight day period with two Saturdays with extended hours.

Funding for this program was cut from the FY2011, 2012, and 2013 budget. During FY2011 and 2012, the service was nevertheless provided, utilizing savings from Public Work's winter maintenance budget. These savings were the result of the number and timing of winter snow storms.

This year, funding for the program was not provided in the budget. In addition, the winter maintenance budget does not have the significant savings seen over the last several years.

As a result, we are not currently planning on providing this service this year. This will likely result in some complaints and concerns from residents who have made use of this program in the past.

We wanted to make you aware of this prior to informing the public of this.

The attached budget sheet details this program and its costs. Curbside brush and yard debris collection is estimated to cost \$13,318; extended fee free hours at the solid waste facility would cost \$2,243.

Should you have any questions regarding this, please feel free to contact me or Public Works Director Dave Jones.

Fiscal Year 2014
New Program or Service Level Form
Department: Public Works
New Program or Service Description: Residential Wood & Brush Col.

Account Numbers Impacted	Description of Impacted Accounts	Budgetary Impact
43420-4026100	Waste Collection	\$ 13,318
43420-4022000	Salaries - Overtime	\$ 2,243
	Total	\$ 15,561

New Program or Service Level Justification:

Section 62-23 of the City's Code of Ordinances, describes the City's "Spring Cleanup Event". In 2010, the Solid Waste Committee (a citizens advisory group established by the City Council) proposed a modification to to this event and renamed the event "Spring Cleanup Assistance Week". The change eliminated residential curbside collection for all the following waste materials - bulky waste (furniture, mattresses, carpeting, etc.), construction & demolition debris, and waste appliances (televisions, stoves, refrigerators, etc.). In it's place, the Council allowed for curbside collection of residential brush & yard debris. This collection would be performed by Public Works staff, vehicles & equipment and would be performed for one week, only. In addition, the Council requested the Solid Waste Facility wave all tip fees & use of the ePass for City residents during this week and change the hours of Saturday operations from 8:00 AM - 12 noon to 8:00 AM - 4:00 PM, for two Saturdays, during the latter half of April.

The cost of providing residential curbside collection of brush & yard debris includes both labor & equipment rental costs. Labor expenses include the average hourly rate for a Highway Worker / Equipment Operator (\$18.69/hr) x 40hr/wk x 9 staff = \$6,728. Equipment rental charges, which includes a \$1,170 fuel surcharge, are \$6,590 (an itemized list of vehicle & equipment charges is included below). **The combined cost to provide residential curbside collection of brush & yard debris for one week is - \$13,318.**

Extended hours for Saturday Operations: During the "Cleanup Assistance Week" event the Solid Waste Facility is open on these two Saturdays from 8:00 AM - 4:00 PM, only. A total of 5 individuals are needed at the Facility due to increased customer volume. The itemized cost for providing this service is - the average hourly rate for a Highway Worker / Equipment Operator is \$18.69/hr x 16 hr x 5 staff x 1.5 = **\$2,243 are the estimated labor costs to provided these extended hours. The TOTAL amount that should be budgeted to provide for Spring Cleanup Assistance Week - \$15,561**

Funding for this service has been requested in previous budget submittals - FY2011, FY2012 & FY2013 (account 43420-4026100). In each of these years, the Council elected to delete the funding request but requested the service be performed. At this time, there is no funding for this service in the FY2013 budget; therefore, this service will not be provided in the Spring of 2013. Failure to provide funding for this service in the FY2014 budget will result in the complete discontinuation of the service and will require changing the City Ordinance to eliminate the requirement. If curbside collection of wood & yard debris is to be continued, this account must be funded in the FY2014 budget.

SUMMARY OF VEHICLE RENTAL CHARGES RELATED TO CLEAN-UP ASSISTANCE WEEK

Vehicle No.	Hourly Rental Rate (\$/hour)	Est. Hours of Operation	Est. Cost for Vehicle Operation
16	12.00	40	\$ 480.00
15	12.00	40	\$ 480.00
808	6.50	40	\$ 260.00
52	30.00	40	\$ 1,200.00
139	15.00	40	\$ 600.00
140	15.00	40	\$ 600.00
50	25.00	40	\$ 1,000.00
37	14.50	40	\$ 580.00
9	5.50	40	\$ 220.00
TOTAL		360	\$ 5,420.00
		Fuel Surcharge =	\$ 1,170.00
		TOTAL	\$ 6,590.00

*Rates from the City's DPW. Hours based on historic use of vehicles to cover this

LEWISTON CITY COUNCIL
MEETING OF MARCH 26, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATB/kmm

REQUESTED ACTION:

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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Disposition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.