

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
AUGUST 13, 2013**

**5:30 p.m. Executive Session** - To discuss a legal matter with the City Attorney.

**6:00 p.m. Workshop** - Please note: The time segments added to each workshop item are to serve as guidelines only and the Council may take up an item earlier than indicated or an item might run later than indicated.

- A. Proposed Revisions to Solid Waste Ordinance and Fee Schedule (30 minutes)
- B. Proposed Ordinance Regulating Solicitation (15 minutes)

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

Pledge of Allegiance to the Flag.  
Moment of Silence.

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

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

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

- \* 1. Authorization to accept transfer of forfeiture funds.
- \* 2. Amendment to the City Policy for Miscellaneous Fees and Penalties to clarify the penalties for violation of the Fireworks Ordinance.
- \* 3. Amendment to the Traffic Schedule regarding regulation of parking around Lewiston Middle School.
- \* 4. Committee Appointments to the Planning Board and Lewiston-Auburn Transit Committee.
- \* 5. Authorization for City Administration to execute the Agreement with the State of Maine governing use of Voting Equipment.

**REGULAR BUSINESS:**

- 6. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Carriage House Plus, 1119 Lisbon Street.
- 7. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Sparetime Recreation, 24 Mollison Way.
- 8. Amendments to the City Policy Manual regarding Residential Loan Programs.
- 9. Amendments to the City Policy Manual regarding the Commercial Loan Program Policy.
- 10. Resolve - Authorizing the Transfer of \$259,000 from the 2012 MDOT Riverside Greenway Project to the MDOT Sabattus Street Signal Upgrade and the MDOT Lisbon Street Rehabilitation and Intersection Upgrade Projects.

11. Resolve - Rescinding the FY2012 \$50,000 authorization to purchase voting machines.
12. Resolve - Authorizing the Transfer of \$33,000 from the Police Department Sidewalk Project to the Police Department Annex Parking Resurfacing Project.
13. Order Authorizing the change of voting location for Ward Six to The Green Ladle/Lewiston Regional Technical Center on East Avenue.
- 14a. Authorization for the City Clerk to cast the City's ballot for the Maine Municipal Association's Executive Committee and Vice-President.
- 14b. Reports and Updates - Fireworks Stats Update
15. Any other City Business Councilors or others may have relating to Lewiston City Government.
16. Executive Session to discuss Real Estate Negotiations off which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL  
WORKSHOP AGENDA  
TUESDAY, AUGUST 13, 2013  
5:30 P.M.

1. Executive Session, Legal Issue (30 minutes)

The Lewiston City Council will be meeting with the City Attorney to review its rights, duties, and responsibilities in regard to a legal issue. Confidential information provided separately.

2. Proposed Revisions to Solid Waste Ordinance and Fee Schedule (30 minutes)

Staff has been working on revisions to the City's Ordinance on Solid Waste and our Policy on Solid Waste Fees. Memorandums from Rob Stalford, Superintendent of Solid Waste, summarizing the proposed changes are attached as are the proposed revisions to the ordinance and policy.

3. Ordinance – Regulating Solicitation (15 minutes)

At the request of Council Chair Cayer and given the issues and actions of the City of Portland in recent months, the Police Department has developed a proposed Solicitation Ordinance for Council consideration. The proposed ordinance would make it unlawful for individuals to solicit donations from individuals in motor vehicles traveling on a street. This is intended to address safety concerns. In addition, it would prohibit "invasively aggressive solicitation" which interferes with the rights of others to use sidewalks or building entrances or is conducted in a manner that threatens others or in a way that is likely to provoke a violent reaction. A draft of the ordinance is attached. Prior to formal introduction, we would like to review this proposal to determine if the Council would support moving it forward.

AFTER THE MEETING

1. Executive Session – Land Acquisition/Disposition – Bartlett and Pierce Streets

See separately provided confidential information.

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5:30pm**

**SUBJECT:**

Executive Session to discuss a legal matter with the City Attorney.

**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 state statutes outline the issues that will be discussed in executive session.

*EAB/kmm*

**REQUESTED ACTION:**

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To enter into an Executive Session pursuant to MRSA Title 1, section 405(6)(E) to discuss a legal matter with the City Attorney.

**To: David Jones, P.E., Megan Bates**  
**From: Rob Stalford – Superintendent, Solid Waste**  
**Subject: Proposed Revision to Chapter 62 of**  
**Lewiston's Code of Ordinance**  
**Date: May 16, 2013**

A meeting was held on April 23, 2013, between staff members of Lewiston's Finance Dept. & Public Works Dept. The purpose of the meeting was to review sections of Chapter 62 of the City's Solid Waste Ordinance (Chapter 62 of the City's Code of Ordinances (COA)) and prepare recommendations for revisions. The primary areas within the Ordinance that were reviewed dealt with

- Section 62-13 Municipal Collection of Solid Waste and Recyclable Materials and
- Section 62-24 ePass Program

The third item discussed during the meeting dealt with fees charged to multiple unit apartment building owners for trash collection services. Fees are addressed in the Solid Waste Policy (which is described in Section 62-14 Fee Schedule, COA). Therefore, this matter will be described in a separate memo.

#### Section 62-13 Municipal Collection of Solid Waste and Recyclable Materials

This section of the COA describes the rules governing trash & recyclable waste collection services provided by the City, in particular, the services provided to owners of multiple unit apartment builds. The meeting attendees developed revised language which would provide owners of multiple unit apartment buildings who had previously been terminated from the trash collection program an opportunity to re-apply & obtain these services.

#### Section 62-24 ePass Program

This section describes the rules governing the City's ePass program. In particular, the City waives certain fees at the Solid Waste & Recycling Facility for specific waste materials from those property owners who are eligible to receive these services. The meeting attendees developed language that would provide tenants of multiple unit apartment buildings the opportunity to participate in this program by providing them with an "abbreviated" ePass that would allow them to waive fees for disposal of a limited amount of waste for a period of 30 days.

Other proposed revisions to the Ordinance deal with bringing the language of the document in line with current procedures & practices when managing the City's solid waste & recyclable material. These include –

- Removing Day Care Facilities from the definition of Commercial Activities.
- Removing asphalt waste from the definition of Inert Fill.

- Revising the definition of Recyclable Material. This revision reflects the materials collected & contained in the City's Single Stream Recyclable Material program.
- Revising the definition of Suitable Container to include containers for recyclable materials.
- Revising the definition of Universal Waste to address recent statutory changes in Maine rules that add more electronic waste items to this definition.
- Elimination of Section 62-23 Spring Clean-up Event and all references to curbside collection of these waste materials given this service is no longer offered by the City.

## Chapter 62

### SOLID WASTE\*

#### Article I. In General

- Sec. 62-1. Depositing solid waste in public places or in sources of water.
- Sec. 62-2. Reserved.
- Sec. 62-3. Containers required; permitting unauthorized collections.
- Sec. 62-4. Duty of citizens to deliver to collectors.
- Sec. 62-5. Conveyance regulated.
- Sec. 62-6. Municipal collection from certain establishments.
- Sec. 62-7. Reserved.
- Sec. 62-8. Reserved.
- Sec. 62-9. Reserved.
- Sec. 62-10. Dumping of certain waste prohibited.
- Sec. 62-11. Definitions.
- Sec. 62-12. Waste disposal permits.
- Sec. 62-13. Municipal collection of solid waste and recyclable materials.
- Sec. 62-14. Fee schedule.
- Sec. 62-15. Payments.
- Sec. 62-16. Penalties and enforcement.
- Sec. 62-17. Special waste.
- Sec. 62-18. Solid wastes not accepted for disposal at the facility.
- Sec. 62-19. Demolition debris.
- Sec. 62-20. Covering of loads.
- Sec. 62-21. Dump picking prohibited.
- Sec. 62-22. Recycling agreement.
- Sec. 62-23. [Spring cleanup event.](#)
- Sec. 62-24. [Punch pass program. ePass Program](#)
- Secs. 62-25--62-30. Reserved.

#### Article II. Private Collectors

- Sec. 62-31. License or authorization required.
- Sec. 62-32. Duration of license; revocation.
- Sec. 62-33. Voluntary relinquishment of license.
- Secs. 62-34--62-55. Reserved.

#### Article III. Hazardous Materials

- Sec. 62-56. Definitions.
- Sec. 62-57. Disposal and storage of hazardous waste.
- Sec. 62-58. Waste oil.
- Sec. 62-59. Penalty for violation of article.
- Secs. 62-60--62-69. Reserved.

\***Cross references:** Littering prohibited, § 6-2; buildings and building regulations, ch. 18.

**State law references:** Maine Litter Control Act, 17 M.R.S.A. § 2261 et seq.

## SOLID WASTE

### ARTICLE I. IN GENERAL

#### **Sec. 62-1. Depositing solid waste in public places or in sources of water.**

No person shall throw or deposit or cause to be deposited in any street, or in any well, solid waste, including household waste, commercial waste, industrial waste, construction or demolition waste, or hazardous waste.

(Code 1982, § 29-1)

#### **Sec. 62-2. Reserved.**

**Editor's note:** Ord. No. 03-10, effective Aug. 1, 2003, repealed § 62-2 in its entirety. Formerly, said section pertained to placement of trash for collection as enacted by Code 1982, § 29-2.

#### **Sec. 62-3. Containers required; permitting unauthorized collections.**

All house offal, swill or garbage, whether consisting of animal or vegetable substances, shall be deposited in suitable containers and shall be placed in some conveniently accessible place to be taken away by such person as may be designated or licensed by the department of public works of the city to receive and carry away such garbage and it shall be unlawful to knowingly cause, allow or permit the receiving and carrying away of such garbage by anyone other than the abovementioned designees or licensees.

(Code 1982, § 29-3; Ord. No. 06-11, 7-27-06)

#### **Sec. 62-4. Duty of citizens to deliver to collectors.**

All persons shall promptly deliver all offal, swill or garbage accumulated on their premises to the person who shall be authorized or licensed by the department of public works to receive and carry away the same.

(Code 1982, § 29-4)

#### **Sec. 62-5. Conveyance regulated.**

No house offal, swill or garbage shall be carried or conveyed through any public street or sidewalk in the city except in suitable containers, or in vehicles so constructed as to be watertight and tightly covered at all times, except when such offal, swill or garbage is being deposited or removed therefrom.

(Code 1982, § 29-5; Ord. No. 06-11, 7-27-06)

#### **Sec. 62-6. Municipal collection from certain establishments.**

The department of public works shall not collect, or cause to be collected, from hotels, motels, stores, manufacturing plants, restaurants, produce houses, food processing plants, nursing homes, hospitals, social clubs, colleges or any other commercial, industrial or institutional establishment engaged in a commercial activity, as defined in section 62-11 of this chapter, at municipal expense, any offal, swill, garbage, refuse or trash of any kind.

(Code 1982, § 29-6; Ord. No. 06-11, 7-27-06)

## SOLID WASTE

### **Sec. 62-7. Reserved.**

**Editor's note:** Ord. No. 03-10, effective Aug. 1, 2003, repealed § 62-7 in its entirety. Formerly, said section pertained to authority to designate public solid waste facility; duty to use as enacted by Code 1982, § 29-7.

### **Sec. 62-8. Reserved.**

**Editor's note:** Ord. No. 03-10, effective Aug. 1, 2003, repealed § 62-8 in its entirety. Formerly, said section pertained to removal of materials from solid waste facilities as enacted by Code 1982, § 29-8.

### **Sec. 62-9. Reserved.**

**Editor's note:** Ord. No. 03-10, effective Aug. 1, 2003, repealed § 62-9 in its entirety. Formerly, said section pertained to duties of police chief pertaining to solid waste facilities; abatement of violations as enacted by Code 1982, § 29-9.

### **Sec. 62-10. Dumping of certain waste prohibited.**

No person shall dump solid waste on any public or private land in the city.

(Code 1982, § 29-10)

### **Sec. 62-11. Definitions.**

The following words and terms as used in sections 62-12 through ~~62-23~~ 62-24 of this article will have the meanings ascribed thereto, unless the context otherwise indicates:

*Abbreviated ePass:* An ePass (as defined) issued to a tenant of a Residential property (as defined) or multiple unit apartment building (as defined).

*Authorized collector:* Employees or contractors of the city or a private collector employed by the owner, occupant, agent or other person having custody of a building, for the purpose of hauling solid waste to the facility or other location for waste disposal as designated by the city.

*Asphalt shingles:* Asphalt roofing shingles and tar paper and shall be devoid of any other solid waste.

*Batteries:* Wet cell (lead-acid) batteries collected for recycling and alkaline batteries. This definition will not include rechargeable batteries defined as universal waste.

*Building:* Any structure or vessel, whether public or private, that is adapted to or used for: dwelling occupancy; the transaction of business; the rendering of professional services; amusement; the display, or sale, or storage of goods, waste, merchandise, articles or equipment; the performance of work or labor; office buildings, stores, theaters, markets, restaurants, warehouses, day care facilities, hotels, motels, bed and breakfast facilities, worship, garages, bakeries; structures where domestic or other animals or fowl are kept; or sheds, barns, outbuildings, or other structures or premises used as accessory to any such use.

*Bulky waste:* Any items whose large size or weight precludes or complicates their handling by normal collection, processing or disposal methods (includes old furniture; carpeting; appliances such as stoves, dryers, washing machines, etc., but does not include universal waste

## SOLID WASTE

or refrigerant containing appliances) or as further defined by the rules and regulations of public works.

*City:* The City of Lewiston, Maine, a municipality organized and regulated by the laws of the state.

*Commercial waste:* Solid waste generated by a commercial property or as a result of commercial activity.

*Commercial activity:* Any property or service provider, which has received a license from the City of Lewiston to conduct business and/or a structure used for commercial or business purposes including, but not limited to, the following:

- (1) Hotels, motels, bed and breakfast facilities, restaurants, warehouses;
- (2) Markets, bakeries, grocery stores, food vendors;
- (3) Manufacturing or industrial facilities;
- (4) Business offices;
- (5) ~~Day care facilities or a~~Any business establishment adjoining a residential structure;
- (6) Trailer parks and manufactured home parks, and;
- (7) Condominiums.

*Construction and demolition debris:* Solid waste generated through construction, remodeling, repair or demolition of structures. This includes but is not limited to: building materials such as plaster and lath, plumbing fixtures, insulation, asphalt, wall board, pipes, treated wood (wood products, which have been treated with copper, chromium, arsenic and/or creosote) and metal conduits. It excludes: partially filled containers of any kind, friable asbestos and other special waste.

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

*Facility:* The city's solid waste and recycling facility, located on 424 River Road, which is a division within the city's department of public works.

*Inert fill:* Clean soil material including soil from road ditching and sand from winter sand cleanup. Inert fill can also include crushed clean glass and porcelain (not included in recycled glass) as well as bricks, rocks and cured concrete (that does not contain rebar or wire mesh). ~~and asphalt waste from road and driveway construction.~~

*MEDEP:* The Maine Department of Environmental Protection.

*Multiple unit apartment building:* An apartment building or complex of buildings, which contain a total of four or more dwelling units per parcel of property or three or more dwelling units per parcel of property, which are not owner occupied.

*Occupant:* The person that has the use of or occupancy of any building or a portion thereof, whether the actual owner or tenant. In the case of vacant buildings or any vacant portion

## SOLID WASTE

of a building, the owner, agent or other person having custody of the building will have the responsibility of an occupant of the building or portion thereof.

*Owner:* The actual owner of the building, whether individual, partnership or corporation, or the agent of the building, or other person having custody of the building or to whom the rent is paid.

*Public works:* The City of Lewiston's Department of Public Works.

*Recyclable material* includes the following:

- (1) Newspaper (including inserts), magazines (glued or stapled), catalogs, telephone books, hard & soft cover books and junk mail.
- (2) ~~Corrugated cardboard, cut into two-foot × three-foot pieces. No waxed containers, "gray" paperboard or "yellow" cardboard.~~
- (3) ~~Clear~~ gGlass containers (any color), rinsed with caps and rings removed and discarded; paper labels are acceptable. No window glass, ~~colored glass~~, mirrors, light bulbs, dishes or ceramics.
- (4) ~~Tin cans~~ Metal Items, cleaned of foodstuff. Aluminum (pie plates, trays, foil), metal cans (tin, steel, aluminum), empty aerosol containers. No cans/containers with residual materials remaining.
- (5) Mixed paper, includes manila folders, brochures, envelopes (manila, white, colored-windows are acceptable), junk mail without plastic wrapping, cards, post cards, calendars, multiple copy forms, aseptic containers, wrapping paper including tube, all types of paper board boxes (including shoe boxes, cereal boxes and dry food boxes), Asian corrugated (yellow or gray in color), milk cartons, paper towel tubes, photography paper, frozen food boxes and egg and berry cartons. Does not include: garbage or plastic.
- (6) ~~HDPE plastic bottles (#2 plastic only, both colored and clear) completely emptied of contents, rinsed and flattened. Caps and rings are to be discarded.~~  
Recyclable plastic, includes plastic bottles & containers #1 – 7: soda/juice/water, milk jugs, bleach/detergent, shampoo, food containers (cottage cheese, margarine, yogurt). Rigid plastics: 1 & 5 gallon buckets with handles attached, milk/soda crates, laundry baskets, small plastic trash bins, plastic toys, landscape trays, plastic plant pots, kitty litter buckets, children size rigid pools.  
Recyclable plastic does not include: plastic bags or film, foam of any kind (including packaging), stretch wrap, hard/brittle plastic or computers.
- (7) High grade paper--Ledger paper, computer paper, letterhead, lined paper and envelopes.
- (8) Any other material so designated by public works. Recyclable material will be considered solid waste material for the purposes of this chapter.

*Refrigerant containing appliance:* Appliances (refrigerators, air conditioners, freezers, etc.) which contain freon or other regulated refrigerant (as determined by state and federal

## SOLID WASTE

environmental regulations).

*Residential properties:* Any parcel of property, located in the city, upon which is situated a single residential structure or a complex of structures containing not more than two dwelling units, or an apartment building or complex of structures, which contain three dwelling units, per parcel of property, one of which is occupied by the owner.

*Scrap metal:* All scrap metal including white goods such as appliances. Does not include: engines, gear boxes or tanks (whether full or empty which contained chemicals or fuels) of any kind, or refrigerant containing appliances.

*Sheetrock:* Clean and dry sheetrock, which is devoid of paint, wall paper and other solid waste.

*Solid waste:* Municipal solid waste as defined by Maine's Solid Waste Regulations (MEDEP Reg. Ch. 400), which states "solid waste emanating from household and normal commercial sources". This waste will include, but is not limited to garbage, trash, rubbish, paper, plastics, metal cans, glass, crockery, cold ashes and refuse.

*Special waste:* Any solid waste generated by sources other than residential and commercial establishments that exists in such an unusual quantity or in such a chemical or physical state, or any combination thereof, that it may disrupt or impair effective waste management or threaten public health, human safety or the environment and requires special handling, transportation and disposal procedures. Special waste includes, but is not limited to; ash, industrial and industrial process waste, sludge and dewatered septage, nonfriable asbestos and asbestos containing materials and all other solid wastes designated special waste as defined in Maine's Solid Waste Regulations.

*Suitable container:* For solid waste generated at a residential property, ~~other than including~~ recyclable material, means a suitable plastic container, which is covered and watertight and prevents the attraction of vectors (such as birds, rodents, insects, etc.). The container shall be no larger than 36 gallons and shall be covered. The weight of the solid waste/~~recyclable material~~ placed in the container shall not exceed 30 pounds. Plastic bags, in and of themselves, shall not be considered a suitable container, for the purposes of this definition. For solid waste generated through commercial activities or at multiple unit apartment buildings, suitable containers may include metal dumpsters or plastic totes, specifically designed and manufactured for the storage of solid waste/~~recyclable material~~ and which prevent the attraction of vectors (such as birds, rodents, insects, etc.). Suitable containers, which contain recyclable material shall have a "RECYCLING" sticker (distributed by the City) affixed to the container.

~~*Suitable recycling container:* The rectangular bin distributed by the city for the sole purpose of containing and transferring recyclable materials to the authorized collector.~~

*Superintendent:* That person appointed by the director of public works as the city's superintendent of the division of solid waste management.

*Tenant:* A person, group of individuals or family that pays rent to the owner of a residential property or multiple unit apartment building for use of that building's dwelling unit(s). Use of the buildings by the tenant shall not include use for Commercial Activities, as defined in this section.

*Tires:* Tires (with and without rims) from all commercial and residential vehicles (refer to fee schedule provided for under section 62-14 to determine charges).

## SOLID WASTE

*Universal waste* includes the following:

- (1) Rechargeable batteries, which contain lead, cadmium and/or mercury. Rechargeable batteries, do not include wet-cell (lead acid) batteries.
- (2) Lamps, which contain mercury (include fluorescent lamps, mercury vapor lamps, high pressure sodium lamps, and all other mercury containing lamps as defined by MEDEP Hazardous Waste Regulations, Chapter 850).
- (3) Mercury containing switches, thermostats, manometers and thermometers.
- (4) Polychlorinated biphenyl (PCB) ballasts, which are totally enclosed and nonleaking.
- (5) Cathode ray tubes, including video display components of televisions, computer monitors (includes flat screen monitors) and other video display devices.
- (6) Computer central processing unit
- (7) Desk-top printer

*Waste material:* Any waste materials, including, but not limited to, solid waste, recyclable material, bulky waste, commercial waste, construction and demolition debris, inert fill, scrap metal, special waste and universal waste.

*Waste oil:* Used motor oil delivered to the facility in clear plastic containers in order to facilitate inspection. Waste oil does not include; synthetic motor oil, hydraulic fluid or any other lubricants or liquids of any kind.

*Wood* includes all wood including demolition wood (free of metal, sheetrock, insulation, and other solid waste), brush and tree waste (does not include stumps). Does not include treated wood (refer to construction and demolition debris).

(Ord. No. 03-10, 8-1-03; Ord. No. 04-13, 7-1-04; Ord. No. 06-11, 7-27-06; Ord. No. 12-11, 10-18-12)

### **Sec. 62-12. Waste disposal permits.**

Any vehicle engaged in a commercial activity, which requests the services of the facility shall have a permit issued by the city. There will be a charge for each permit issued in accordance with the city's policy manual as approved by the city council.

- (1) *Commercial permit.* Issued to any Lewiston business that generates commercial waste (excluding recyclable material and scrap metal) and does not have waste collected by a waste hauler and brings their waste to the facility for disposal. Any and all solid waste brought to the facility in a vehicle which has been issued a commercial permit will be charged for the disposal of that waste in accordance with the current fee schedule. Commercial permits are renewable each October.
- (2) *Contractor permit.* Issued to any contractor hauling construction or demolition debris from a job site located within Lewiston. Evidence of job location shall be presented prior to entry into the facility. A contractor can be issued either an annual permit or a permit for an individual project. Any and all solid waste brought to the facility by a vehicle which has been issued a contractor permit will

## SOLID WASTE

be charged for the disposal of that waste in accordance with the current fee schedule. Contractor permits (annual) are renewable each October.

- (3) *Waste hauler permit.* Issued to all authorized collectors engaged in solid waste collection. All applicants for a waste hauler permit shall provide the superintendent with an updated list of customers they are servicing with an estimated annual tonnage for each customer. In addition, haulers will provide an annual estimated tonnage of recyclable material diverted for each customer. Waste hauler permits are renewable each October.

(Ord. No. 03-10, 8-1-03; Ord. No. 06-11, 7-27-06; Ord. No. 08-06h, 8-14-08)

### **Sec. 62-13. Municipal collection of solid waste and recyclable materials.**

- (a) *Collection of solid waste and recyclable materials from residential properties.* Public works will provide for the collection of solid waste and recyclable material from all residential properties receiving waste collection provided by the city, in accordance with this chapter.

Occupants of residential properties that receive city waste collection in accordance with section 62-4 of this chapter shall utilize suitable containers for the storage, transportation and disposal of solid waste. This includes all solid waste placed curbside for disposal. The weight of solid waste placed in each suitable container shall not exceed 30 pounds.

All residents who live in residential structures receiving city waste collection shall separate recyclable material from their rubbish. Recyclable material must either be transported to the facility or be placed in suitable [recycling containers, which have a City issued "RECYCLING" sticker affixed to the container.](#) for curbside collection.

Recyclable material and solid waste are to be set curbside no earlier than 6:00 p.m. of the day preceding regularly scheduled waste collection and no later than 7:00 a.m. of the day of waste collection as established by public works.

- (b) *Collection of solid waste and recycling materials from commercial properties and multiple unit apartment buildings.* Solid waste and recyclable material will not be collected by the city from any commercial activity or property engaged in a commercial activity, as defined in section 62-11 of this chapter.

Private vendors providing curbside solid waste and recyclable material collection service to commercial properties and multiple unit apartment buildings not receiving this service from the city shall schedule their collection to occur on the same day as the city-provided service for the geographic area of the city where the property is located.

Recyclable material and solid waste are to be set curbside no earlier than 6:00 p.m. of the day preceding regularly scheduled trash collection and no later than 7:00 a.m. of the day of waste collection. All solid waste and recyclable material must be removed by the end of the scheduled day of collection. This applies to all curbside collection, whether it is provided by the city or through a private vendor.

The city will collect solid waste and recyclable material from multiple unit apartment buildings for only those buildings who:

- (1) Received solid waste and recyclable material collection from the city on May 6,

## SOLID WASTE

2003; and

- (2) Complete and submit an application fee to continue this service and receive approval from the city to continue this service.

The city will provide service to these limited multiple unit apartment buildings on a fee-for-service basis. The amount of the fee will be reviewed and adjusted annually as needed based on the cost to provide service. Fees and fee adjustments will be published in the fee schedule filed with the city clerk pursuant to section 62-14 of this chapter. Fees will be billed semi-annually in advance. Failure to pay the fee and any outstanding violations/penalties, imposed by the city, on time will result in ~~the permanent~~ termination of the service to that property. Multiple unit apartment buildings, which are sold to new owners shall only be eligible to go on the program if:

- (1) The property is new to the program, yet is an existing building with a new owner, or
- (2) The property is already on the program and there is no break in service, or
- (3) The new owner already has other properties in the program and has met all obligations of the program for all these other properties including but not limited to paying on time and addressing solid waste issues with those properties in a timely manner, or
- (4) The new owner has previously owned, operated, or managed, or been the primary ownership interest in any company, corporation or other legal entity that has previously been part of the program, then such information may be used as a basis for determination for entering the program.

The new owner shall submit a one-time application fee and complete an application to go on the program within 90 days of purchasing the property.

- (5) Open enrolment, during the month of June on every odd numbered year for properties, which had been terminated from the program due to failure to pay required disposal fees and/or address any outstanding violations/penalties, as required in this section, may re-apply to participate in this program. The owner of the property, which was terminated, may submit an application and fee. The applicant may receive the services provided in this section if they are current on all payments and have no outstanding violations/penalties on their properties, as imposed by the City.

Service will not be reinstated once it is terminated, except as noted above.

- (c) *Collection of solid waste from Lewiston public schools.* Public works may provide collection of solid waste and recyclable material to the Lewiston School Department from schools that received collection service as of January 1, 1990. Public works will invoice the Lewiston School Department for services related to solid waste collection and

## SOLID WASTE

disposal. The Lewiston School Department includes all Lewiston public schools and associated administration buildings.

- (d) *Collection of bulky waste.* ~~Bulky waste will be collected by the city during the annual "Spring Clean Up Event" as prescribed in section 62-22 of this chapter.~~

No person shall place bulky waste out for collection by the city. ~~except in compliance with section 62-22 of this chapter.~~

The city will not be responsible for the collection of bulky waste, construction and demolition debris, scrap metal, and wood, as defined, at any time. ~~other than the time known as "Spring Cleanup Event"~~

Any person disposing of waste in violation of section 62-13 of this chapter shall be guilty of an offense. Penalties for said offense are described in section 62-16 of this chapter.

- (e) *Collection of recyclable material by unauthorized agents.* In accordance with section 62-3 of this chapter, no person, other than authorized collectors, shall pick up recyclable materials that have been set out at the curb for collection by the city or its contracted agent. For purposes of this chapter, authorized collectors shall be limited to employees of the City of Lewiston acting in the course of their employment or employees of private firms that have been contracted by the City of Lewiston to collect recyclable material. Individuals found in violation of this article are subject to the penalties listed in section 62-16 of this chapter.

- (f) *Solid waste containers.* Occupants of a residential property must maintain adequate suitable containers for the accumulation and disposal of solid waste & recyclable waste located and/or generated at their residence. An occupant of a residential property shall be responsible for the disposal of solid waste & recyclable waste located and/or generated at their residence as provided in this chapter.

The owner or owner's agent of a multiple unit apartment building, shall be responsible for waste collected from that building and must ensure that all solid waste & recyclable waste is placed in suitable containers, as defined. The owner or owner's agent of a multiple unit apartment building shall be responsible for the disposal of solid waste & recyclable waste located at the multiple unit apartment building in accordance with section 62-4 of this chapter.

~~Public works reserves the right, but has no obligation, to confiscate city provided recycling containers which are being used for purposes other than the curbside recycling program.~~

- (g) *Waste not to accumulate except in suitable storage containers.* The occupants of buildings, owners of residential properties and/or owners of multiple unit apartment buildings or commercial buildings shall place or cause to be placed all solid waste & recyclable waste in suitable containers, in suitable containers, and all recyclable material in suitable recycling containers and shall not permit any accumulation or deposit of such substances in or about the premises except in such suitable containers, per section 62-3 of this chapter.

- (h) *Unlawful to deposit.* It is unlawful for any person or entity to throw or deposit or cause to be deposited on property not owned or controlled by the person or entity any solid waste, including household waste, commercial waste, industrial waste, construction or

## SOLID WASTE

demolition waste or hazardous waste.

- (i) *Owners duty to inspect and remove wastes.* The owner of land and the person(s) in possession of such land abutting a city street or public easement have an affirmative obligation to inspect those portions of their property which have such frontage and to promptly remove or dispose of, in a ~~matter~~ manner consistent with this chapter, any waste material found in or along such property.

The owner of, and any person having responsibility for, property abutting the area of the street, sidewalk, or property where waste material has been deposited shall be presumed to have deposited same and shall be liable for violations of this article in the absence of evidence to the contrary. Notwithstanding the aforesaid, any owner of and/or any person having responsibility for property abutting the area of the street where any waste materials has been deposited in violation of this chapter shall remove the waste materials and dispose the waste material as required.

- (j) *Penalty.* Violation of any part of this section, including failure to utilize suitable containers as described, shall be considered a violation of this chapter, and shall be subject to penalties as described in section 62-16 of this chapter.

(Ord. No. 03-10, 8-1-03; Ord. No. 04-13, 7-1-04; Ord. No. 04-23, 1-6-05; Ord. No. 06-11, 7-27-06; Ord. No. 08-07, 9-11-08)

### **Sec. 62-14. Fee schedule.**

A schedule of fees for the use of the facility shall be set by the solid waste disposal policy (the "fee schedule"). The schedule and any modifications of the schedule shall be filed with the city clerk.

(Ord. No. 03-10, 8-1-03)

### **Sec. 62-15. Payments.**

- (a) All parties who deposit one or more loads per week at the facility for a period of greater than 30 days shall be required to pay applicable disposal fees on a monthly basis. Failure to make required payments within 30 days of the date of billing will result in the suspension of all privileges to utilize the facility.
- (b) Upon use of the facility for the first time, all new accounts will be required to make payment at that time. If the customer continues to use the facility at least once per week for a period of greater than 30 days, the customer will be billed on a monthly basis.
- (c) Owners of multiple unit apartment buildings receiving city-provided curbside waste collection service, as described under subsection 62-13(b) of this chapter, shall pay a \$100.00 application fee at the time of application for city service. Fees for these services will be billed semi-annually in advance. The owner is responsible for ensuring bills are paid in full and on time. Failure to pay the fees within 30 days of billing will result in termination of the service.
- (d) Sporadic users of the facility, or users that do not remit fees on a monthly basis, must make payment at the time of service.

(Ord. No. 03-10, 8-1-03; Ord. No. 04-13, 7-1-04; Ord. No. 06-11, 7-27-06)

## SOLID WASTE

### Sec. 62-16. Penalties and enforcement.

- (a) *Waste generated outside city limits.* No vehicle, whether commercial or private, shall dispose of any solid waste material at the facility unless it is generated from within the geographical limits of the city (as determined by reviewing the generator's driver's license, property tax receipt, and/or building permit) or is authorized under the terms of a contract with the city. The city reserves the right to make spot inspection of solid waste entering the facility. Vehicles bringing in waste that is from outside the city shall be subject to the penalties described later in this section.
- (b) *Enforcement.* It shall be the duty of the chief of police, the director of code enforcement or their duly authorized representatives to enforce the provisions of chapter 62 of this Code and to prosecute any and all persons violating any such provisions.

Enforcement procedures as set out in chapter 50, article II of the Lewiston Code of Ordinances shall apply to enforcement of this chapter, except that the specific penalties listed in subsection (c) herein will apply instead of those listed in section 50-45.

Notwithstanding any provisions in this chapter 62 to the contrary, due to the public nuisance and threat to public health created by the presence of waste on or near city streets in violation of subsections 62-13(a), (b), (h) and (i), the chief of police, the director of code enforcement or their designees are authorized to fine violators, without any prior notification, in accordance with subsection 62-16(c).

- (c) *Penalties.* Violators of any provisions of this chapter shall for the first offense receive a fine equal to twice the current disposal charge for the disposal of the waste material (including all costs of collection and transportation). The minimum fine is in accordance with the city's policy manual as approved by the city council, plus accrued interest, attorney's fees and court costs. A second violation or any subsequent violations occurring within two years of a previous violation shall result in a fine equal to three times the disposal fee for disposal of the waste material (including all costs of collection and transportation). The minimum fine is in accordance with the city's policy manual as approved by the city council, plus accrued interest, attorney's fees and court costs. Such fees shall be charged each time the city removes waste material deposited in violation of this chapter, whether or not additional notice has been given.
- (d) *Responsibilities not transferable.* No contract or agreement between the owner or operator and the occupant relating to the compliance with the terms of this article shall be effective in relieving any person of the responsibility for compliance with the provisions of this chapter as described.

(Ord. No. 03-10, 8-1-03; Ord. No. 04-23, 1-6-05; Ord. No. 06-11, 7-27-06; Ord. No. 08-06h, 8-14-08)

### Sec. 62-17. Special waste.

Special waste is defined in section 62-11. Solid waste brought to the facility that contains special waste mixed with residential and commercial waste will be charged at the additional rate of \$2.50/ton for the entire load unless the special waste is separated from the other waste.

All special waste shall be subject to the hazardous and special waste handling and

## SOLID WASTE

exclusion plan (appendix C) and special waste characterization, testing and permitting (appendix D) of the facility's operations and maintenance (OM) manual as approved by the MEDEP, as well as the specific waste characterization sampling and analytical work plans developed by public works.

No special waste shall be accepted at the facility without a proper manifest that tracks the movement of the special waste from the point of generation to any intermediate points and finally to its deposition in the landfill. Each manifest shall have a section for the generator, the transporter, and the facility. The generator shall:

- Prepare a manifest before any special waste is transported.
- Design the destination of the waste.
- Identify and list each waste separately on the manifest.
- Provide a hand-written signature and date.
- Obtain the hand-written signature and date of the transporter and keep one copy.

The transporter (or generator if the generator is also the transporter) shall:

- Ensure that the manifest accompanies any special waste.
- Sign and date the manifest in the presence of the generator.
- Upon delivery to the site, indicate the destination of the special waste.
- Obtain the signature and date from the weigh station attendant.
- Keep one copy of the manifest and give the remaining copies and original to the weigh station attendant.

The facility shall:

- Not accept special waste from a generator or transporter unless the waste is accompanied by a manifest, properly completed by the generator and transporter.
- Upon acceptance of the load, the weigh station attendant shall sign and date the manifest, and note any discrepancies in the manifest.
- Record the weight of the load.
- Send signed copies of the manifest to the generator and transporter.
- Retain two copies on file at the facility.

The superintendent shall have the authority to require a waste audit of any company that brings or pays a commercial hauler to bring special waste to the facility.

(Ord. No. 03-10, 8-1-03)

### **Sec. 62-18. Solid wastes not accepted for disposal at the facility.**

The following waste materials are not accepted for disposal at the facility:

- (1) Liquids and other free-flowing material.\*
- (2) Junk automobiles, trucks, lawn mowers, snow mobiles or any other motor driven

## SOLID WASTE

vehicle.\*\*

- (3) Closed containers used for shipping or storing chemicals.
- (4) Fuel tanks or devices used for containing petroleum based compounds, such as gasoline, fuel oil, hydraulic fluid or lubricants or other chemicals.
- (5) Debris or residuals from nonhazardous chemical spills or spill cleanup.\*
- (6) Contaminated soils or dredged soils.\*
- (7) Friable asbestos.\*
- (8) Sand blast grit and nonliquid paint wastes.\*
- (9) Medical wastes. Includes fecal waste and all bodily fluids (and waste materials which have come in contact with said fluids) of any kind.\*\*\*
- (10) Infectious and/or hospital waste. All such waste (includes any and all body parts and waste materials which have come in contact with said body parts) are considered hazardous as defined by state and federal regulations, this includes, but is not limited to all "red bag" waste.\*\*\*
- (11) Animal carcasses or animal parts.\*\*\*\*
- (12) High and low pH materials.\*
- (13) Spent filter media residue.\*
- (14) Hazardous waste excluding normal waste from household activities defined by Chapter 850 of MEDEP Regulations.\*

\* Residential property owners are encouraged to bring these materials to the household hazardous waste depot, located at the facility, for disposal. Others are encouraged to contact the Maine DEP (287-2651) regarding the proper disposal of these materials.

\*\* Generators of these wastes are encouraged to contact scrap metal salvage facilities regarding proper disposal.

\*\*\* Generators are encouraged to contact the Maine DEP (287-2651) regarding the proper disposal of these materials.

\*\*\*\* Generators are encouraged to bury small quantities at the site of origin or contact either local veterinarian offices or the Maine DEP (287-2651) regarding the proper disposal of these materials.

(Ord. No. 03-10, 8-1-03; Ord. No. 06-11, 7-27-06)

### **Sec. 62-19. Demolition debris.**

All haulers bringing construction and demolition debris to the facility for disposal must show a copy of the contractor permit for the project from which the waste is generated to the weigh station attendant each time construction and demolition debris is disposed of at the facility.

(Ord. No. 03-10, 8-1-03)

## SOLID WASTE

### **Sec. 62-20. Covering of loads.**

All vehicles entering the facility shall cover, tie down, or otherwise secure any waste transported to the facility in a manner reasonably calculated to keep the load secured within the vehicle. Failure to properly secure incoming loads, as determined by facility personnel, is a violation of this chapter and shall result in a penalty equal to twice the disposal fee for the material.

(Ord. No. 03-10, 8-1-03)

### **Sec. 62-21. Dump picking prohibited.**

No person, resident, business or city employee shall enter the facility without authorization or remove waste material or recyclable materials from the facility without specific authorization from the superintendent. Violation of this may result in the immediate revocation of the disposal privileges by the superintendent.

(Ord. No. 03-10, 8-1-03)

### **Sec. 62-22. Recycling agreement.**

Any municipality or quasi-municipal organization requesting disposal and/or transfer services of recyclable material processing and marketing services by the facility shall be required to enter into a formal agreement for use of the facility which is approved by the Lewiston City Council.

(Ord. No. 03-10, 8-1-03)

### **Sec. 62-23. ~~Spring cleanup event.~~**

~~The City of Lewiston will sponsor, on an annual basis, a spring cleanup event for residential properties, as defined. This service will collect bulky waste, construction and demolition debris, wood, and scrap metal, which are not normally collected during regular weekly waste collection. The dates of the spring cleanup event and rules for participation will be advertised prior to the event. Solid wastes not accepted for disposal at the facility, as described in section 62-18 of this chapter, will not be collected during the spring cleanup event. Disposal of solid wastes not accepted for disposal at the facility as described in section 62-18, or waste not collected by the city during the spring cleanup event, shall be the responsibility of the owner as described in section 62-16.~~

~~(1) — Volume shall be limited to six items of bulky waste (which may include one television set or computer monitor and one freon-containing appliance) and three cubic yards solid waste per dwelling unit.~~

~~(2) — All waste items placed curbside must be separated according to waste type:~~

~~a. — *Bulky waste.* Includes, old furniture; carpeting; mattresses, televisions, etc.~~

## SOLID WASTE

~~b. — *Construction and demolition debris (single-family residents only).* Includes, but is not limited to, building materials such as; plaster and lath, plumbing fixtures, insulation, asphalt, wall board, pipes and metal conduits, etc.~~

~~c. — *Wood.* Includes all wood including demolition wood (free of metal, sheetrock, insulation, and other solid waste), brush and tree waste (butt ends to face the street, does not include stumps), wood furniture, etc.~~

~~d. — *Scrap metal.* Appliances, such as stoves, dryers, washing machines, refrigerators, etc. Does not include; engines, gear boxes, lawnmowers, tanks (whether full or empty which contained chemicals or fuels) of any kind.~~

~~(3) — All material to be collected during the spring cleanup event must be placed at curbside no later than 7:00 a.m. on Monday of the week scheduled to be picked up. Materials placed curbside after this time as determined by the city, shall be the responsibility of the property owner and are subject to the penalties described in section 62-16.~~

~~Waste items which are not separated or exceed the volume of waste specified in this section (as determined by the city) will not be picked up and shall be the responsibility of the owner. Failure to dispose of waste as required is a violation of this chapter, subject to penalties described in section 62-16.~~

(Ord. No. 03-10, 8-1-03)

### **Sec. 62-24. ePass program.**

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

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

The ePass is good for one year from the day of issue. If a second ePass is purchased by the owner of a residential property, as defined, it will expire on the expiration date listed on the first pass. The abbreviated ePass is good for 30 days from date of issue. Only one abbreviated ePass shall be issued per tenant, per year, from date of issue.

## SOLID WASTE

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

- (1) Six items of bulky waste (includes one universal waste item and one freon-containing appliance);
- (2) Three tons (6,000 pounds) of solid waste (may include construction and demolition debris); and
- (3) Two tires (16 inches or less) without rims.

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

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

- (1) Six items of bulky waste (includes one universal waste item and one freon-containing appliance);
- (2) 800 pounds of solid waste (shall not include construction and demolition debris)
- (3) Two tires (16 inches or less) without rims.

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

The purchaser of the ePass.

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

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

(Ord. No. 03-10, 8-1-03; Ord. No. 06-11, 7-27-06; Ord. No. 12-11, 10-18-12)

## SOLID WASTE

**Secs. 62-25--62-30. Reserved.**

### ARTICLE II. PRIVATE COLLECTORS

**Sec. 62-31. License or authorization required.**

No person shall collect any house offal, swill or garbage, or carry the same through any of the streets or sidewalks of the city, except such person as may be authorized or licensed by the department of public works.

(Code 1982, § 29-20)

**Sec. 62-32. Duration of license; revocation.**

- (a) The department of public works shall determine the length of time for which any license under this article shall issue, and all such licenses for the collection of garbage shall be granted subject to revocation by the department.
- (b) The department of public works may at any time revoke any or all licenses granted, in whole or in part, upon failure of any licensee to comply with the provisions of this article. Upon revocation of any license, the department shall send a notice thereof by registered mail to the licensee at least 15 days before the date such revocation shall become effective.

(Code 1982, § 29-21)

**Sec. 62-33. Voluntary relinquishment of license.**

Any licensee wishing to discontinue the collection of garbage, in whole or in part, shall notify the department of public works in writing of his intention to do so, at least 15 days prior to the date of such discontinuance, and shall return his license to the department.

(Code 1982, § 29-22)

**Secs. 62-34--62-55. Reserved.**

### ARTICLE III. HAZARDOUS MATERIALS\*

\*Cross references: Fire prevention and protection, ch. 38.

**Sec. 62-56. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Disposal* means the discharge, deposit, injection, dumping, spilling, leaking or placing of any hazardous or solid waste, sludge or septage into or on any land, water, sanitary or storm drainage system so that the hazardous or solid waste, sludge or sewage or any constituent thereof

## SOLID WASTE

may enter the environment or be emitted into the air, or discharged into any waters, including groundwater.

*Generator* means a person whose activity results in the generation of waste which is or may be hazardous.

*Hazardous waste* means any chemical substances or materials, gas, solid or liquid, designated as hazardous by the United States Environmental Protection Agency pursuant to the United States Resource Recovery and Conservation Act, Public Law 94-580, and amendments to the act or designated hazardous by the act or its amendments.

*Oil* means any of a class of substances typically unctuous, viscous, combustible, liquid at 60 degrees Fahrenheit and soluble in ether or alcohol but not in water.

*Storage* means the placement of materials in drums, tanks or other structures intended to retain the materials for subsequent use or disposal.

*Waste oil* means discarded oil generated by residential, institutional, commercial, industrial or agricultural sources or oil recovered from spills.

(Code 1982, § 29-31)

**Cross references:** Definitions generally, § 1-2.

### **Sec. 62-57. Disposal and storage of hazardous waste.**

- (a) No person shall dump, dispose of, or store hazardous waste except by those methods approved by state or federal regulations. Hazardous waste, properly packaged and labeled identifying the waste, may be stored in quantities of 100 kilograms (220.46 pounds) or less only upon written approval of the code enforcement officer and fire chief. Notwithstanding the foregoing, it shall be unlawful for any person to dispose of hazardous waste by the landfill method.
- (b) A generator may accumulate hazardous waste in excess of 100 kilograms (220.46 pounds) on the site of its generation for a period not to exceed 90 days upon written approval of the code enforcement officer and fire chief subject to the following conditions:
  - (1) All such waste is shipped off-site in 90 days or less.
  - (2) The waste is placed in containers in accordance with local, state and federal regulations.
  - (3) The date upon which each period of accumulation begins is clearly marked and visible for inspection on each container.
  - (4) Each container is properly labeled and marked as specified by local, state and federal regulations.
  - (5) The generator complies with all the requirements for owners or operators as outlined in local, state and federal regulations.

(Code 1982, § 29-32)

### **Sec. 62-58. Waste oil.**

## SOLID WASTE

No person shall dump or dispose of any waste oil except that waste oil may be stored in quantities up to 1,000 gallons. Notwithstanding the foregoing, waste oil may be stored in quantities greater than 1,000 gallons upon written approval of the code enforcement officer and fire chief.

(Code 1982, § 29-33)

### **Sec. 62-59. Penalty for violation of article.**

Any person found to be in violation of this article shall be subject to a fine in accordance with the city's policy manual as approved by the city council. Each day during which a violation of this article occurs shall constitute a separate offense.

(Code 1982, § 29-34; Ord. No. 08-06h, 8-14-08)

### **Secs. 62-60--62-69. Reserved.**

**Editor's note** - Ord. No. 09-02, effective 4-16-09, repealed Article IV in its entirety, repealing § § 62-70 – 62-74. Formerly, said sections pertained to the Solid Waste Committee.

**To: David Jones, P.E., Megan Bates**  
**From: Rob Stalford – Superintendent, Solid Waste**  
**Subject: Proposed Revision to Solid Waste Fee Schedule (Policy)**  
**Date: May 16, 2013**

A meeting was held on April 23, 2013 between staff members of the Finance Dept. & Public Works Dept. The purpose of the meeting was to review sections of Chapter 62 of the City's Solid Waste Ordinance (Chapter 62 of the City's Code of Ordinance, COA). This included review and proposed revisions to the City's Solid Waste Fee Schedule (Policy), as described in Section 62-14 Fee Schedule, COA.

The meeting attendees developed proposed revisions to this document that deal with fees paid to the City by owners of multiple unit apartment buildings for curbside collection of trash and recyclable waste material from their properties. In particular, the proposed modification in the Policy will allow owners of these properties to deduct the fee charged to one of their properties by \$170 (the fee charged to each dwelling unit, per year, for trash collection services) if they live at the property being charged for this service.

Additional revisions proposed to the Policy include –

- Removing all references to the "Punch Pass" program and replacing them with "ePass", given the changes to the way the City administers this program. These changes are the result of the purchase & installation of the new Scale Management System, which was implemented in July 2012.
- A fee of \$10 was added for the purchase on an "abbreviated ePass".
- Language referring to Section J – Processing Fees – has been removed from the Policy given the implementation of the Single Stream Recyclable Material program and the sale of the baling equipment at the Solid Waste & Recycling Facility. The Facility does not process / bale recyclable material or market this material and does not charge communities who bring their Single Stream material to Lewiston for transfer to Material Recovery Facilities.

## SOLID WASTE FEE SCHEDULE

The following schedule of fees shall be charged for use of the City's Solid Waste Facility (Facility) and services rendered by the City's Department of Public Works (DPW). A Facility employee shall determine whether a vehicle entering the Facility contains a full or partial load and the fees listed below will be adjusted accordingly:

- A. Vehicles with an "Punch Pass", "ePass" or an "abbreviated ePass" (as defined in Section 62-11 of the City of Lewiston Code of Ordinances) will not be charged for waste disposal of those materials identified on the Punch Pass ePass or abbreviated ePass up to the limit as set on the Punch Pass ePass or abbreviated ePass. When material is brought to the Facility and the Punch Pass ePass or abbreviated ePass is presented, it will be entered into the Facility's Scale Management System marked to identify that material being disposed. ~~The minimum amount for "solid waste/construction & demolition/wood & brush" will be 200 pounds. If a vehicle is bringing in less than 200 pounds, the punch card will be marked as if 200 pounds were brought in.~~ Once all items of a particular type on the Punch Pass ePass or abbreviated ePass have been used, any additional waste material brought to the Facility will be paid for at the rates identified in the following sections. Failure to present the Punch Pass ePass or abbreviated ePass to the Scale House Attendant will result in charges for the disposal of the waste material.

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"Abbreviated ePass" \$10.00  
 First "Punch ePass" \$20.00  
 Second "Punch ePass" \$40.00

- |  |                        |
|--|------------------------|
| B. All vehicles, which do not have a valid <u>Punch ePass</u> for the type of materials to be disposed and compaction vehicles shall be weighed and charged a unit price of: | \$95.00/Ton            |
| The minimum disposal charge shall be:  | \$7.00                 |
| C. All vehicles with special waste shall be weighed and charged (in addition to the \$95.00/ton disposal fee) a State surcharge of:  | \$2.00/Ton             |
| All vehicles with special waste shall be weighed and charged (in addition to the \$95.00/ton disposal fee and the \$2.00 State surcharge) a City surcharge of:               | \$11.00/Ton            |
| D. All vehicles hauling commercial, or construction debris shall be subject to a minimum charge of:  | \$8.00/Ton             |
| E. All vehicles containing only recyclables and/or scrap metal, as defined in Chapter 62 of the City Code of Ordinances:   | NO FEE                 |
| F. Scale Weights (includes Commercial & Waste Haulers, as defined:   | \$10.00/vehicle weight |

## SOLID WASTE FEE SCHEDULE

- G. All vehicles not having a valid [punch epass](#) for the following waste materials will be charged at the identified rate:
- |  |              |
|--|--------------|
| Wood Waste   |              |
| Asphalt, bricks, concrete (without rebar)            | \$ 90.00/Ton |
| Asphalt shingles and sheetrock (March – October)     | 6.00/Ton     |
| Asphalt shingles and sheetrock (November – February) | 79.00/Ton    |
| Bulky Waste  | 90.00/Ton    |
| 20# Propane Tanks                                    | 79.00/Ton    |
| Refrigerant containing appliances                    | 3.00/Ton     |
| Batteries (Non-Universal Waste)                      | 11.00/Ton    |
| Waste Oil  | NO FEE       |
| Florescent lights                                    | NO FEE       |
|  | NO FEE       |
- H. All mixed loads containing recyclables mixed with solid waste as determined by the Superintendent or his designee: \$180.00/Ton
- I. Tires from all commercial and residential vehicles will be accepted as follows:
- |                   |              |
|-------------------|--------------|
| Up to 16” w/o rim | \$ 3.00/tire |
| Up to 16” w/rim   | \$ 6.00/tire |
| >16” to 24”       | \$ 6.00/tire |
| over 24”          | \$22.00/tire |
- J. ~~Processing Fees—Fees levied on Towns, which have contracted with the City of Lewiston, as approved by the City Council (per Section 62-16 of the Solid Waste Ordinance) for the processing and marketing of their Recyclable Material (as defined in 62-11 of the Solid Waste Ordinance). These fees will be reviewed and revised annually based on Solid Waste Facility expenses and prevailing market conditions.~~
- |   |                           |
|---|---------------------------|
| <del>a. — Original Grant Communities — Turner, Leeds &amp; Greene</del>   | <del>\$30.00per ton</del> |
| <del>b. — Non-Grant Communities, currently — Raymond, Bowdoin, New Gloucester, Poland, &amp; Mechanic Falls</del> | <del>\$33.00per ton</del> |
| <del>e. — Auburn</del>  | <del>\$28.00per ton</del> |
- K. Exceptions: No fees shall be levied on the City (includes all City departments, agencies and school district) for the disposal of solid waste, as defined.
- L. Waste Collection and Disposal from Multi-Unit Apartment Buildings, as defined in Section 62-11 of the City Code of Ordinances: \$170.00 per dwelling unit per year. In cases where the Multi-Unit Apartment Building is owner occupied the fee on the owner’s dwelling unit will be waived.

## SOLID WASTE FEE SCHEDULE

- M. One time application fee for Multi-Unit Apartment Buildings not receiving waste collection service provided by the City, as of July 1, 2006: \$100.00

### *Waste Disposal Permits - Chapter 62 Solid Waste*

Commercial permit	\$ 55.00
Contractor annual permit	55.00
Individual construction project permit	11.00
Waste hauler permit	110.00

Note: This permit schedule is outlined in the City Code of Ordinances Chapter 62, Article I In General.

### *Penalties - Chapter 62 Solid Waste*

The minimum fine is \$210. A second violation minimum fine is \$420.00. Note: This penalty is outlined in the City Code of Ordinances Chapter 62 , Article I In General.

### *Hazardous Material - Chapter 62 Solid Waste*

A fine of \$1,055.00 for each offense. Note: This penalty is outlined in the City Code of Ordinances Chapter 62, Article III Hazardous Materials.

**CITY OF LEWISTON, MAINE**  
**ORDINANCE PERTAINING TO SAFETY CONCERNS WITH REGARD TO**  
**PEDESTRIAN ACTIVITIES OCCURRING IN TRAFFIC DIVIDING MEDIANS AND**  
**AREAS IMMEDIATELY PERTAINING TO VEHICULAR TRAFFIC AND DEALING**  
**WITH “AGGRESSIVE” PANHANDLING OCCURRING IN THE PUBLIC**  
**CONCOURSE**

The City of Lewiston

- (a) Purpose. The purpose and intent of this ordinance is to prevent dangers to persons and property, to prevent delays, and to avoid interferences with traffic flow caused by persons soliciting employment, business, contributions or sales of any kind, or collecting monies for the same, in or near a publicly maintained street, road or highway used primarily for the conveyance of motorized vehicle traffic; and not negating or restricting pedestrian access and use for travel established in accordance with State statutes. The additional purpose and intent of this ordinance is to protect the safety of the general public against abusive conduct of persons engaged in solicitation, by imposing reasonable manner and place restrictions on solicitation while respecting the constitutional rights of free speech for all citizens. These purposes are constituted from the following statements of findings:
1. The activity of soliciting from occupants of vehicles distracts drivers from their primary duties to watch traffic and to avoid potential hazards in the roadway, including pedestrians, to observe all traffic control signals or warnings, and to prepare to move through the City’s travel ways and intersections.
  2. The practice of soliciting from occupants of vehicles when persons approach vehicles to negotiate with the occupants impedes the flow of traffic on the streets within the City, results in the delay and obstruction of the public’s free flow of travel, and results in congestion and blockage of the travel ways, driveways to parking areas, and sidewalks.
  3. Distracted drivers are more prone to automobile accidents which constitute a substantial traffic safety problem that impedes and prevents the orderly flow of traffic, and are a threat to the safety of the person engaging in the solicitation, pedestrian traffic, and the traffic in general.
  4. Aggressive solicitation creates fear and intimidation and results in a loss of access to the enjoyment of public places.
  5. The State Statute dealing with divided highways, *Title 29-A M.R.S. §2052(5)*, speaks to a municipality having the authority to limit the use of such travel way to prohibit pedestrians in the use of those ways. The State Statute addressing pedestrian traffic, *Title 29-A M.R.S. §2056(2)*, clarifies how a pedestrian is expected to conduct on a public way. The State Statute dealing with offenses

against public order, *Title 17-A M.R.S.A. §505*, addresses obstruction of a public way.

(b) Definitions. For the purposes of this article, the following words and phrases shall have the following meanings:

- (1) “City” means the City of Lewiston, Maine.
- (2) “Curb” means the lateral lines of a street, road or highway, whether constructed above grade or not, which are not intended for vehicular travel.
- (3) “Median” means the area of a street, road or highway, generally in the middle, which separates traffic traveling in one (1) direction from the traffic traveling in another direction, or which, at intersections, separates traffic turning left or right from traffic proceeding straight. Such area is physically defined by curbing, landscaping, or other physical obstacles, to the area used by motor vehicles, or by traffic control markings which prohibit use of a portion of the pavement of a street, road or highway by motor vehicles other than to drive generally perpendicularly across the markings or to idle there awaiting the opportunity to cross or merge with opposing lanes of traffic (also known as “painted medians”, which are wider than a double yellow line); or the area of a street, road or highway or a right-turn only lane, roughly triangular in shape, and separated from the motor vehicle traffic lanes by curbing, landscaping, or other physical obstacles to the area used by motor vehicles (also known as an “island”).
- (4) “Public right-of-way” means real property:
  - a. Owned by a governmental entity or owned by a non-governmental entity or person and deeded, used, reserved or dedicated to or for public use for travel or transportation purposes, including but not limited to sidewalks, medians, curbs, shoulders, improved shoulders, walkways, paths and any other area so owned, dedicated, used, or reserved for public use, including but not limited to use by vehicles, pedestrians, and public utilities; and
  - b. The public right-of-way includes the area extending from the right and left of the center line of a public street, road, highway, sidewalk or walkway to the nearest property line which marks the juncture of private property and the public right-of-way.
- (5) “Shoulder” means the portion of a street, road or highway that is:

- a. Adjacent to the travel way;
  - b. Designed or ordinarily used for parking;
  - c. Distinguished from the travel way by different design, construction, or marking; and
  - d. Not intended for normal vehicular travel.
- (6) "Sidewalk" means that improved surface which is between the curb lines, or lateral line of a street, road or highway, and the adjacent property line, and is designed, intended, and ordinarily used for pedestrian travel.
- (7) "Solicitation" means the act of asking another for money or other items of value, whether or not in exchange for a service or item of value.
- (8) "Street, road or highway" means the entire width between the boundary lines of every way publicly maintained when any part thereon is open to the use of the public for purposes of vehicular travel, or the entire width of every way declared to be a public street, road or highway by any law of the State; including, but not limited to frontage roadways of every way publicly maintained when any part thereof is open to the use of the public for the purposes of vehicular traffic, and the area intended for or capable of pedestrian travel, such as a sidewalk or shoulder.
- (9) "Traveled portion" means that portion of the publicly maintained street, road or highway which is improved, designed or ordinarily used by moving motor vehicle traffic.

(c) Prohibited acts generally.

- (1) It shall be unlawful for any person to solicit a ride, employment, business, contributions or sales of any kind, or collect monies for the same, from the occupant of any motor vehicle traveling upon any publicly maintained street, road or highway, when the person performing the activity:
- a. Enters onto the traveled portion of a publicly maintained street, road or highway;
  - b. Is located upon any median or area of the street, road or highway intended for or capable of pedestrian travel, such as a sidewalk or shoulder; or

c. Is located such that vehicles cannot move into or out from a legal parking area to safely conduct the transaction.

(2) A person may not stand on or near any publicly maintained street, road or highway to solicit the watching or guarding of a vehicle parked or to be parked on such way.

(d) "Invasively Aggressive Solicitation"

(1) It shall be unlawful for a person to intentionally or recklessly position their self or any held or placed sign or object in such a manner to interfere with the line of sight for a driver of a vehicle while engaging in any conduct of solicitation.

(2) A person may not intentionally or recklessly block, follow or accompany without consent, or threaten another person on a public right-of-way while engaging in any solicitation request or after the solicited individual has declined to donate.

(3) A person may not use abusive or profane language, or make a statement, gesture, or other communication that is inherently likely to provoke an immediate violent reaction, ether before, during or after engaging in a solicitation request.

(4) A person may not intentionally or recklessly block the entrance for another person to a building or vehicle while engaging in a solicitation request.

(5) A person who is making a solicitation request may not intentionally or recklessly touch or cause physical contact with another person without that person's consent.

(e) Penalty. Violations of this ordinance constitute civil violations, punishable by the following penalties:

(1) First Offense: \$ 100.00

(2) Second Offense: \$ 200.00

(3) Third Offense: \$ 300.00

(4) Fourth and Subsequent Offenses: \$ 400.00

(f) In addition to the civil citation being issued for violation of this ordinance, or other discretionary communicated warning for offense, the person may be served with a

corresponding warning or other enforcement action relating to Criminal Trespass as is authorized by State Statute, *Title 17-A M.R.S. §402(1)(D)(E)*, and or Obstructing Public Ways as is authorized by State Statute, *Title 17-A M.R.S. §505*.

- (g) In addition to the civil citation being issued for violation of this ordinance, or other discretionary communicated warning for offense, the person alleged to have engaged in invasively aggressive solicitation may be served with a corresponding warning or other enforcement action relating to Disorderly Conduct as is authorized by State Statute, *Title 17-A M.R.S. §501-A(1)(B)*, and or Harassment as is authorized by State Statute, *Title 17-A M.R.S. §506-A(1)(A)*.

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Authorization to accept transfer of forfeiture funds.

**INFORMATION:**

The Lewiston Police Department is requesting that the City Council authorize the acceptance of funds, in the amounts outlined below, as reimbursement for costs associated with assisting in a criminal investigation.

The funds are available to the Lewiston Police Department due to its substantial contribution to the investigation of this or a related criminal case.

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

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of items as outlined on the attached listing, less administrative fees or any portion thereof, in the cases of US Department of Justice Drug Enforcement Administration vs the cases outlined on the attached listing. Being funds forfeited pursuant to court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.



# MEMO



Date: July 29, 2013  
To: Kelly Mercier, Deputy City Clerk  
From: Michael Bussiere, Chief of Police  
Re: Forfeiture funds

The following investigations are pending in federal court and upon a favorable final disposition, the funds in the cases listed below will be released to the Lewiston Police Department. Please make the necessary notifications to the City Council that would allow them to address the issue and consent to the acceptance of these funds. Please credit these funds to the Federal Drug Forfeiture Account, number 590-3514050.

<u>Name</u>	<u>Docket #</u>	<u>Asset ID#</u>	<u>Asset</u>
Adam Uldall	CE-11-0009	13-DEA-582162	11.42% less administrative fees of \$5,605 13.34% from sale of 2003 GMC Yukon
Goyette, David	CE-12-0013	13-DEA-584205	Denali less adm fees
Goyette, David	CE-12-0013	13-DEA-584687	11% from the sale of Assorted jewelry valued at \$76,559.51 less adm fees
Goyette, David	CE-12-0013	13-DEA-584688	13.34% from the sale of Assorted jewelry valued at \$1,439 less adm fees
Goyette, David	CE-12-0013	13-DEA-584689	13.34% from sale of Assorted jewelry valued at \$3,971 less adm fees
Goyette, David	CE-12-0013	13-DEA-584690	13.34% from the sale of Assorted jewelry valued at \$12,528 less adm fees
Goyette, David	CE-12-0013	13-DEA-584691	13.34% from the sale of Assorted jewelry valued at \$2,998 less adm fees
Goyette, David	CE-12-0013	13-DEA-584223	13.34% from the sale of 2006 Suzuki GSX 1300RZK6 Motorcycle less adm fees
Goyette, David	CE-12-0013	13-DEA-583633	13.34% of 25,000 less adm fees

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Amendment to the City Policy for Miscellaneous Fees and Penalties to clarify the penalties for violation of the Fireworks Ordinance.

**INFORMATION:**

This agenda item is a housekeeping item to clearly define the penalties associated with violation of the City's Fireworks Ordinance. This agenda item is not changing the fee amounts at all, just formally placing them into the Policy Manual with their own separate section so they can be easily referenced for future use. Currently, the language in the Policy Manual states the penalties for fireworks violations are listed in the general section of Code violations. However, in the City's Offenses and Miscellaneous Provisions Ordinance, every other section (graffiti, excessive vehicle noise, etc.) has it's own listing in the penalties and fines policy, so it is extremely clear for both residents and police officers issuing citations. This amendment just make the penalty listings more uniform and better understood for everyone.

**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 adopt an amendment to the City Policy Manual, Policy Number 81 - City Department Miscellaneous Fees and Penalties, to add a section regarding penalties for violations of the fireworks ordinance.

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

## CITY DEPARTMENT MISCELLANEOUS FEES AND PENALTIES

### *Chapter 50 Offenses and Miscellaneous Provisions - Penalty*

A fine of \$1,050.00 for each offense. Note: This penalty is outlined in the City Code of Ordinances Chapter 50, Article V Obscenity.

### *Chapter 50 Offenses and Miscellaneous Provisions - Penalty*

The following are civil violation penalties:

First citation	\$ 55.00
Second citation	225.00
Third citation	325.00
Fourth and subsequent citations	525.00

Note: These penalties are outlined in the City Code of Ordinances Chapter 50, Offenses and Miscellaneous Provisions, Article VI Operation of Noise-Creating Devices Upon Public Rights-of-Way.

### *Chapter 50 Offenses and Miscellaneous Provisions - Penalties*

A fine of not more than \$500.00 for the first offense, and not more than \$1,000.00 for a second, and no more than \$2,000.00 for a third and any subsequent offense. Note: This penalty is outlined in the City Code of Ordinances Chapter 50, Article VII Graffiti Violations.

### Chapter 50 Offenses and Miscellaneous Provisions - Violations

The following civil penalties shall be imposed for the issuance of citations:

<u>First citation</u>	<u>\$ 110.00</u>
<u>Second citation</u>	<u>215.00</u>
<u>Third citation</u>	<u>425.00</u>
<u>Fourth and subsequent citations</u>	<u>850.00</u>

Note: These penalties are outlined in the City Code of Ordinances Chapter 50 Offenses and Miscellaneous Provisions, Article VIII Sale and Use of Consumer Fireworks.

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

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Amendment to the Traffic Schedule regarding regulation of parking around Lewiston Middle School.

**INFORMATION:**

This amendment to the Traffic Schedule is related to recent building changes at the Lewiston Middle School located at Campus Avenue and Central Avenue. For safety purposes, the School has relocated the bus drop-off and pick up area to eliminate space conflicts with parent vehicles and staff use of the parking lot. This proposed amendment has been developed by the Police Department and the School.

Additional information is outlined in the attached memorandum from the Police Department and passage is recommended.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To adopt the proposed amendments to the Traffic Schedule regarding the regulation of parking for a portion of Campus Avenue and Central Avenue, as outlined on the attached vote sheet.



# POLICE DEPARTMENT

Sgt. David K. Chick  
Inspector of Police



**DATE:** August 6, 2013  
**TO:** Traffic Schedule Review  
**FROM:** Sgt. David Chick, Inspector of Police  
**Subject:** Campus Ave / Central Ave (Lewiston Middle School)

Traffic Schedule Amendment – Chapter 70 Section 176  
**PARKING RESERVED**  
**STOPPING PASSENGERS (Section 36)**

Traffic Schedule Amendment – Chapter 70 Section 150  
**PARKING RESTRICTED – NO PARKING ANYTIME**  
**HAZARDOUS OR CONGESTED PLACES (Section 44)**

Traffic Schedule Amendment – Chapter 70 Section 173  
**BUSES ONLY – TOW AWAY ZONE**  
**6:00 A.M. TO 6:00 P.M. – Monday-Friday (Section 48)**

*Accompanying with a building expansion project on the Central Avenue façade of the school, and relocating the bus drop-off and pick-up area to eliminate the encroachment of parent vehicles and staff use of the main parking lot for the facility... Meetings were conducted on-scene, inviting all affected parties to weigh in voicing for these changes, and this represents that consensus of City staff..*

**Section 36 – Parking Reserved – Stopping Passengers**

**CENTRAL AVENUE**

**Odd numbered side, westerly side, beginning at a point 50' southwesterly from the southeasterly corner of Central Ave & Campus Ave and extending southwesterly on Central Ave a distance of approximately 392' (space accommodating for about 18 vehicles parallel parking); designated for temporary use as student drop-off and pick-up: 15 Minute Parking, Monday – Friday, 7:00 AM – 3:00 PM, on school session days.**

*(The area in front of the school building (formerly used for bus staging) would also be available for office visits while school is in session, and would be available for use by other functions at all other times. The time limitation would not apply during evenings and weekends, or during school off-season.)...*



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**POLICE DEPARTMENT**

Sgt. David K. Chick  
Inspector of Police



**Section 44 – Parking Restricted – No Parking Anytime – Hazardous or Congested Places**

**CAMPUS AVENUE**

**Even numbered side, northerly side, beginning at a point 395’ southeasterly from the northeasterly corner of Campus Ave & Central Ave and extending southeasterly on Campus Ave a distance of approximately 40’ and merging with pre-existing zone designated “No Parking”.**

*(This will provide for turning radius for buses leaving the driveway making a left turn onto Campus Ave; resulting in a loss of a couple spaces used for on-street parking.)*

**Section 48 – Buses Only – Tow Away Zone— Monday-Friday – 6:00 AM to 6:00 PM**

**CAMPUS AVENUE**

**Odd numbered side, southerly side, beginning at the southeasterly corner of Campus Ave & Central Ave and extending southeasterly on Campus Ave a distance of 465’; restricted to “School Buses Only”, Monday – Friday, 7:00 AM – 3:00 PM, on school session days.**

*(Model designs show this area being able to stage all the buses required for student transportation when incorporating with the parking lot loop, and buses arranged in a close order, extending to the corner. School & Transportation officials are confident that this will work with scheduling.)*

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

If this collective amendment is approved, this would require Public Works department to install sign(s) and marking(s) pertaining to the intended designation instructing “**15 Minute Parking; Monday – Friday; 7 AM to 3 PM; During School Session**” on Central Ave for the curbside adjacent to school property and “**Restricted To School Bus Parking Only; Monday – Friday; 7 AM to 3 PM; During School Session**” on Campus Ave for the curbside adjacent to school property. Additional signs stating “No Parking” shall be installed to ensure proper area for bus turning radius leaving out of the Campus Ave side rear exit of the parking lot loop.

**Sgt. David Chick, Inspector of Police**



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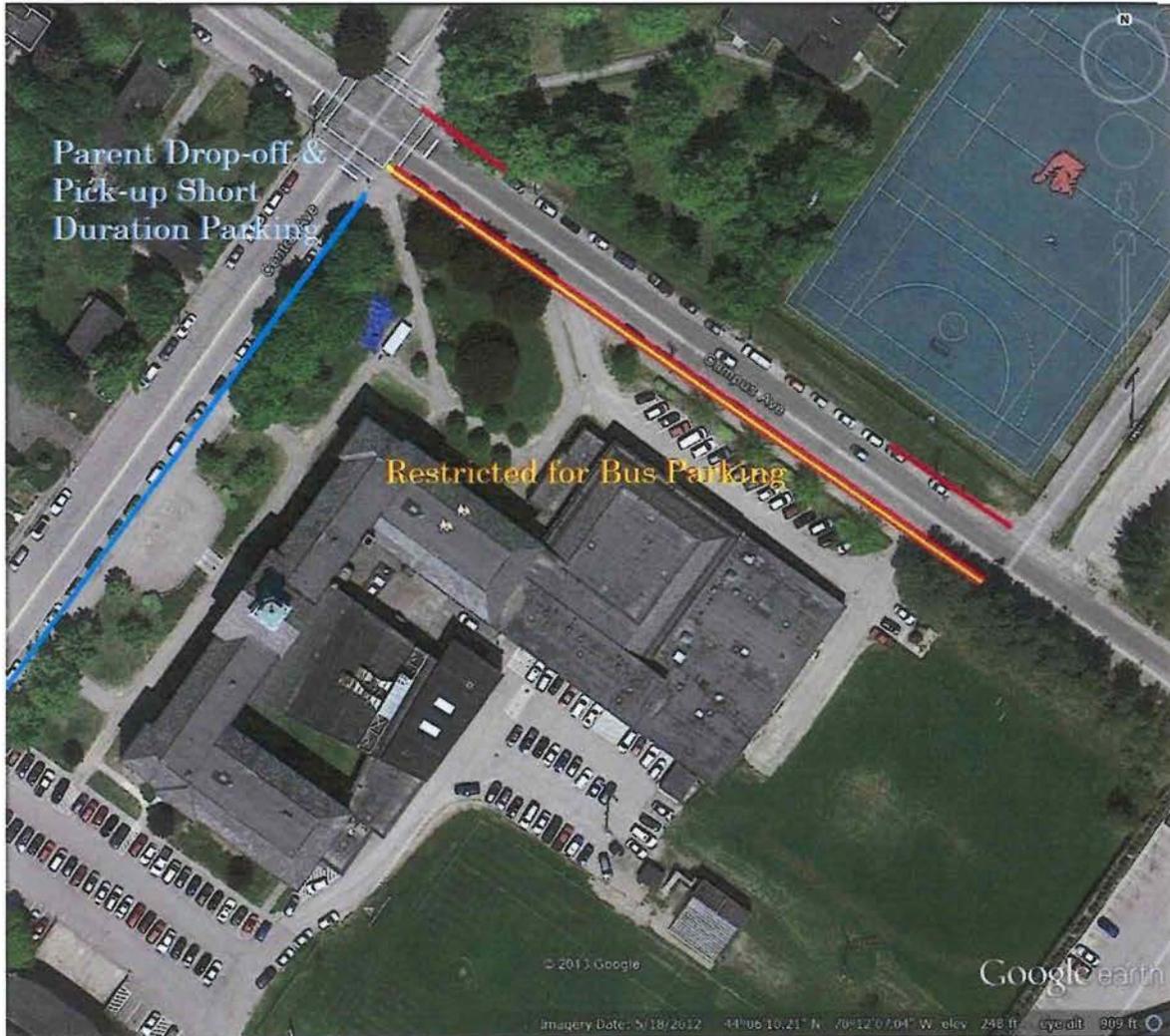


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# POLICE DEPARTMENT

Sgt. David K. Chick  
Inspector of Police



cc: **Michael Bussiere**  
**Ed Barrett – City Hall; Phil Nadeau – City Hall; Lincoln Jeffers – City Hall;**  
**Kathy Montejo – City Clerk; Steve Murch – Public Works; Paul Ouellette – Fire**



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# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Committee Appointments to the Planning Board and Lewiston-Auburn Transit Committee.

**INFORMATION:**

Committee Appointments:

- 1) There is currently an opening on the Planning Board for one alternate member. The Mayor is nominating Matthew Mastrogiacomo of Ward Two to serve on the Board. This appointment requires a Council vote for approval of the appointment. Mr. Mastrogiacomo's application is attached. The position is for a five year term, however since this appointment is filling a current vacancy, the term will expire January 5, 2016.
- 2) The seats on the Lewiston Auburn Transit Committee held by Christina Berry and Lucy Bisson are both up for renewal and both members are interested in being reappointed. Their appointment is supported by the committee chairperson.

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

Appointments to the various city boards and committees is a policy decision of the City Council.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To appoint Matthew Mastrogiacomo of 12 Jean Street as an alternate member of the Planning Board for a five year term, said term to expire January 5, 2016 and to appoint Christina Berry and Lucy Bisson each to a three year term on the Lewiston Auburn Transit Committee, said terms to expire June 15, 2016.

**City of Lewiston**

Application for Appointment to City Board/Commission/Committee

Full Name: Matthew P. Mastrogialomo

Street Address: 12 Jean ST Lewiston, ME

Mailing Address (if different): \_\_\_\_\_

Telephone Number: 783-1100 (daytime) \_\_\_\_\_ (evening)

Email Address: MATT@TheMastroLawOffice.com

Length of time as a Lewiston Resident: 11 years Council Ward: 2

I wish to be considered for appointment to the:

Planning Board

(Name of Board/Commission/Committee)

Check one or both:  Full Membership Status  Associate Membership Status

Educational Background: BS Environmental Science, Economics minor, UMaine Machias 1998

JD, Maine School of Law, 2001

Employment History: Discussions Raymond 2001-2013

The Mastrogialomo Law Office, PA 2013 -> Present

Community Service: Board, Androscoggin Head Start, Board United Valley Red Cross

Member, Auburn-Lewiston Rotary Club

Please note any prior experience, knowledge or abilities that you have which would contribute to the activities of the Board/Commission/Committee:

I am a practicing Attorney, very familiar with Lewiston ordinances

Date: 8/6/13 Signature: [Handwritten Signature]

Thank you for your interest in serving the City of Lewiston.  
Please return form to: City Clerk's Office, 27 Pine Street, Lewiston, ME 04240-7297

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Authorization for City Administrator to execute the Agreement with the State of Maine governing use of Voting Equipment.

**INFORMATION:**

The State is providing voting equipment to every town in Maine with a population of 1,000 or greater. The equipment is leased from the vendor for a five year period and includes the electronic ballot tabulator (voting machine), corresponding ballot box and related equipment. The City has received 8 of these units from the State for use beginning in November.

This Agreement is the standard agreement that all municipalities are asked to sign and return to the Secretary of State's Office. Staff does not have any concerns with the language of the Agreement.

**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 authorize the City Administrator to execute the Agreement with the State of Maine governing the use of voting equipment.

## 2013 AGREEMENT GOVERNING THE USE OF VOTING EQUIPMENT

**Municipality:** \_\_\_\_\_

Purpose: The Department of the Secretary of State (“the Department”) has leased voting tabulation equipment, known as the DS200 (“voting equipment”), and related software from Election Systems & Software, LLC (“ES&S”) and is providing it to the municipality for use in statewide elections and, at the municipality’s option, in local elections, in accordance with the terms of this Agreement. This Agreement covers both the voting equipment that the Department is providing at no cost to the municipality and the voting equipment that the municipality has agreed to lease from the Department, if any, for an annual cost of either \$589.00 or \$745.00.

Description: The following voting equipment and packaging is being provided, with the number of units and local costs detailed on the Addendum to this agreement:

Model DS200 Scanner/Tabulator (“DS200”)
Steel Ballot Box with Diverter (“Ballot Box”)
Hard Sided Carrying Case (“Carrying Case”)
4GB Flash Drive (“Flash Drive”)
Packaging material for the Model DS200 Scanner/Tabulator (“Packaging”)

By signing this Agreement, the municipality accepts the voting equipment and packaging provided by the Department and agrees to use it in accordance with the terms of the Agreement.

### Delivery and installation:

The voting equipment provided by the Department must be maintained at all times in a safe, secure location with proper temperature controls, ventilation, fire and flood protection. The DS200 must remain locked within the carrying case and must be stored in the Municipal Clerk’s Office, except when in use for demonstration, testing or voting. The DS200, locked within the carrying case, must not be delivered to the voting place until Election Day before the polls open, and the chain of custody must be transferred from the Municipal Clerk or designee to the Election Warden. The 4GB Flash Drive also must be secured in the Office of the Municipal Clerk, except when it is in the custody of the State or the Vendor for programming, or when it is installed in the Model DS200 Scanner. The ballot box must be stored in a secure location either at the voting place or other location under the control of the municipality, and must be accessible only to authorized officials of the municipality. All compartments of the ballot box must remain closed and locked at all times, except when in use for demonstration, testing or voting. The voting equipment must be moved as little as possible so as to avoid loss or damage to the equipment. The municipality also must maintain the original packaging for the Model DS200 Scanner/Tabulator for re-use in the event the equipment needs to be shipped back to the vendor or to another location.

The municipality is responsible for setting up and using the voting equipment in accordance with instructions provided by the Department and/or its vendor.

Insurance:

The municipality agrees to procure and maintain adequate insurance on the voting equipment, effective beginning at the point of delivery to the municipality and at all times thereafter when the equipment is in the municipality's possession and control. Such insurance must be adequate to insure the risk of loss on all components of equipment and software, valued as follows:

Model DS200 Scanner/Tabulator	\$5,535.00
Steel Ballot Box with Diverter	\$1,050.00
Hard Sided Carrying Case	\$ 180.00
4GB Flash Drive	\$ 110.00
Packaging material for the Model DS200 Scanner/Tabulator	\$ 95.00

The municipality must provide to the Department a certificate of insurance as proof of coverage. If the insurance is provided through the Maine Municipal Association Property and Casualty Pool ("MMA"), however, written confirmation of coverage sent by MMA to the Department will satisfy this requirement.

Please indicate your municipality's insurance coverage below:

- MMA Property and Casualty Pool (no certificate of insurance is needed)
- Other: \_\_\_\_\_ (must submit certificate of insurance)

Maintenance and technical support:

The municipality is responsible for maintaining the voting equipment in good operating condition and repair and for protecting it from deterioration other than normal wear and tear. The municipality is responsible for protecting the voting equipment from being damaged while in storage and during transport between the storage location and the voting place or municipal office. The municipality also is responsible for ensuring that the voting equipment is used properly in accordance with the purposes for which it was designed and in accordance with the terms of this Agreement.

Municipal officials must report promptly any problems with the voting equipment to the Department or its vendor as directed by the Department.

The Department or its vendor shall be responsible, pursuant to the terms of the Department's lease agreement with its vendor, for repairing or replacing the voting equipment and software that is not functioning as needed, subject to the following limitation. If the repair or replacement is necessitated in whole or in part by negligence or an intentional act of the municipality or its agents or employees contrary to the terms of this Agreement, the municipality will be expected to pay all or part of the cost of the repair or replacement, on terms to be negotiated with the Department.

Conditions and limitations on use of equipment:

The primary use of the voting equipment provided by the Department must be for statewide elections, but the municipality also is authorized to use it for local elections.

The municipality must ensure that access to the voting equipment is limited to those officials and employees who have been properly trained and are authorized to use it. The municipality is responsible for maintaining the security of all passwords, keys, and lock combinations to the voting equipment.

The municipality is responsible for complying with all instructions, operational guidelines and policies provided by the Department for utilization, maintenance and operation of the voting equipment.

A municipality may, with the prior approval or at the request of the Department, loan the voting equipment to another municipality in Maine, subject to the same terms and conditions of this Agreement, so long as the receiving municipality covers the loaned equipment under its insurance while the equipment is in its control, including during transport, storage or use by the receiving municipality.

Term of Agreement:

This Agreement shall expire on October 2, 2017, unless extended at the discretion of the Department.

The Department reserves the right to terminate the Agreement at any time prior to its expiration and to remove the voting equipment from the municipal offices if the Department determines that the municipality is not complying with the terms of the Agreement. Reasonable notice shall be provided prior to removal, unless the voting equipment is being removed to prevent, or to investigate, suspected criminal activity.

**For the municipality:**

I hereby certify that I am an official of the municipality of \_\_\_\_\_  
authorized to enter into this Agreement on behalf of the municipality.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**For the Department of the Secretary of State:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Julie L. Flynn  
Title: Deputy Secretary of State

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Carriage House Plus, 1119 Lisbon Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Carriage House Plus, 1119 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 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.

*EATB/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 Carriage House Plus, 1119 Lisbon Street.

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

Date of Application: 8-2-13 Expiration Date: 8/31/2014 License fee: \$116.00

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

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

\*\*\*\*PLEASE PRINT\*\*\*\*

Business Name: Carriage House Plus Business Phone: 344-6336  
Location Address: 1119 Lisbon ST LEWISTON

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

Mailing Address: SAME

Contact Person: Donald R-Riow Home Phone: 576-8849

Owner of Business: SAME Date of Birth: 8/30/53

Address of Owner: 76 BISHOP RD Poland 04274

Manager of Establishment: SAME Date of Birth: SAME

Owner of Premises (landlord): SAME

Address of Premises Owner: SAME

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): ONLY HERE

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: Hi Style Caterers

Corporation Mailing Address: 1119 Lisbon ST LEWISTON

Contact Person: Don Rioux Phone: 576-8849

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? 100 yds

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: Donald R Rioux Title: Pres Date 8/1/13

Printed Name: Donald R. Rioux

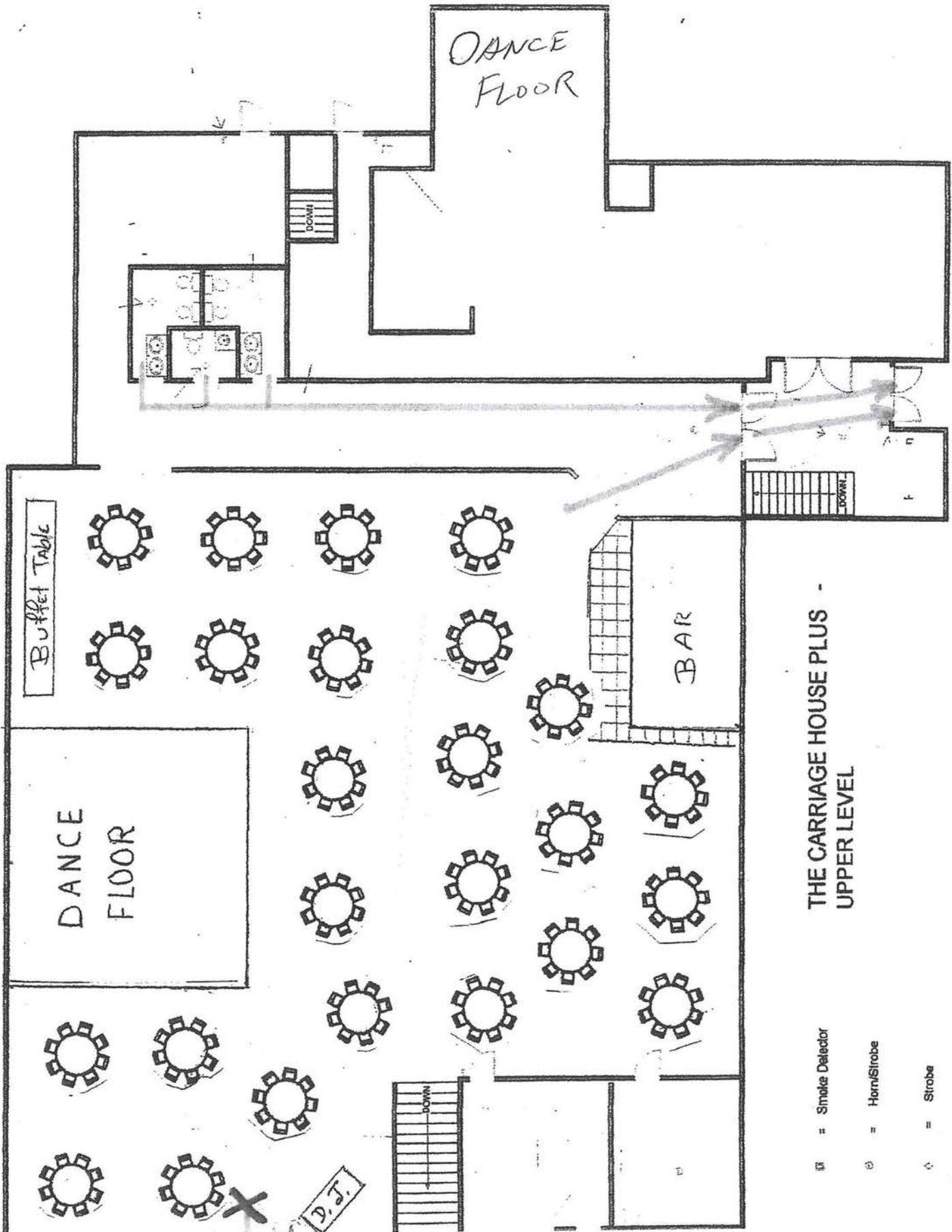
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Sent to Code Enforcement: \_\_\_\_\_ Need reply by: \_\_\_\_\_ Approved: \_\_\_\_\_

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

\*\*\*\*\*

Hearing Date: \_\_\_\_\_ Approved by Council: \_\_\_\_\_ Vote No: \_\_\_\_\_



THE CARRIAGE HOUSE PLUS -  
UPPER LEVEL

- ☒ = Smoke Detector
- ⊙ = Horn/Strobe
- ⬆ = Strobe

EXIT

DANCE FLOOR

Buffet Table

DANCE FLOOR

BAR

D.J.

DOWN

DOWN

DOWN



## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



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TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: June 11, 2013

RE: Liquor License/Special Amusement Permit – **Carriage House**

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

**Carriage House**  
**1119 Lisbon St.**



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**LEWISTON CITY COUNCIL**  
**MEETING OF AUGUST 13, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Sparetime Recreation, 24 Mollison Way.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Sparetime Recreation, 24 Mollison Way.

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.

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Sparetime Recreation, 24 Mollison Way.

CITY OF LEWISTON  
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 7-26-13 Expiration Date: 8-10-13 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: ENCORE BOWLING, INC - SPARETIME RECREATION Business Phone: 786-2695

Location Address: 24 MOLLISON WAY, LEWISTON, ME 04240

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

Mailing Address: P.O. BOX 426, HALLOWELL, ME 04347

Contact Person : ANDY COULTURE Home Phone: 242-8161

Owner of Business: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Manager of Establishment: ANDREW COULTURE Date of Birth: 3/26/48

Owner of Premises (landlord): LEWISTON PROPERTIES, LLC

Address of Premises Owner: 76 MERRIMACK STREET, SUITE 19, HAVERHILL, MA 01830

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: ENCORE BOWLING, INC.

Corporation Mailing Address: P.O. BOX 426, HALLOWELL, ME 04347

Contact Person: ANDY COULTURE Phone: 242-8161

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? 1/2 MILE

Please describe the type of proposed entertainment:

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

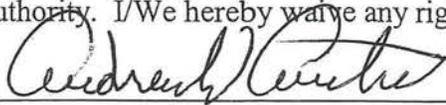
If new applicant, what is your opening date?: \_\_\_\_\_

\*\*\*\*\*

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

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

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

Signature:  Title: OWNER/PRESIDENT Date 8-05-13

Printed Name: ANDREW W. COULTURE

\*\*\*\*\*

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

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

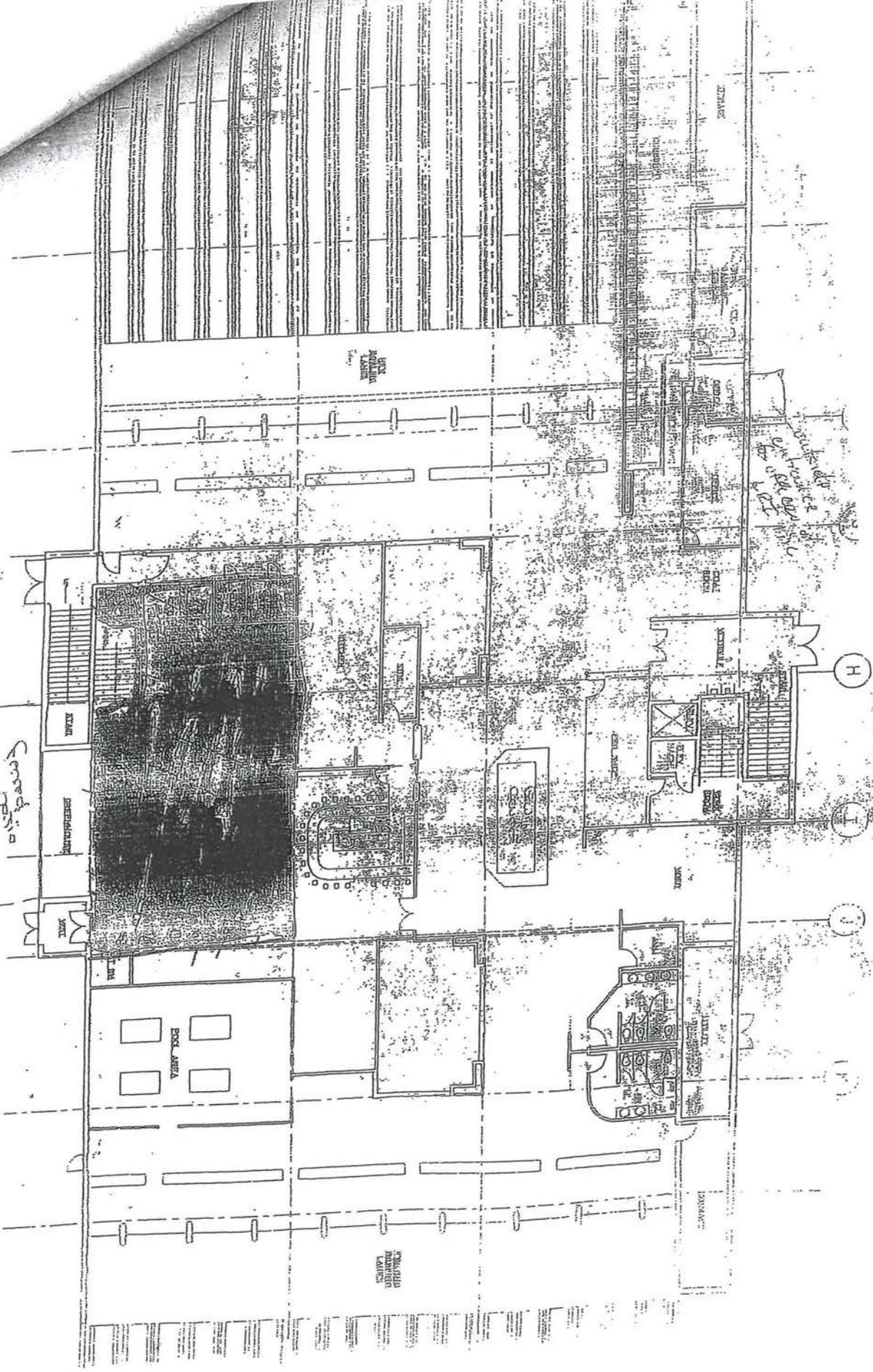
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Hearing Date: \_\_\_\_\_ Approved by Council: \_\_\_\_\_ Vote No: \_\_\_\_\_

FIRST FLOOR PLAN

SCALE 1/8"=1'-0"

*Entrance*



EXCEL AREA

EXCEL AREA

H

I

J

K

CITY OF LEWISTON, MAINE  
Department of City Clerk

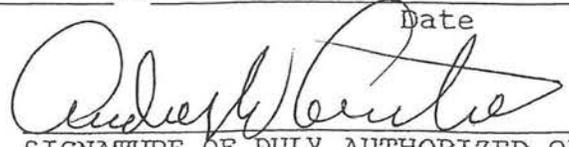
Supplementary Questionnaire for Corporate Applicants

1. Exact corporate name: ENCORE BOWLING, INC.
2. Date of incorporation: 10/93
3. State in which you are incorporated: MAINE
4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: \_\_\_\_\_
5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

NAME	ADDRESS.. PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
ANDREW W. COUTURE	P.O. BOX 237, WHITEFIELD, ME 777 GARDINER RD, DRESDEN, ME	3/26/48	100%	OWNER/ PRESIDENT

6. What is the amount of authorized stock? 1000 Outstanding stock? 1000
7. Is any principal officer of the corporation a law enforcement official?  
NO

Dated at HALLOWELL on 8-05-13  
City or Town Date

  
SIGNATURE OF DULY AUTHORIZED OFFICER  
ANDREW W. COUTURE, OWNER/PRESIDENT



## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: June 11, 2013

RE: Liquor License/Special Amusement Permit – **Sparetime Recreation**

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

**Sparetime Recreation**  
**24 Mollison Way**



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# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Amendments to the City Policy Manual regarding Residential Loan Programs.

**INFORMATION:**

The Council is asked to repeal the current Housing Program Guidelines Policy and to adopt two new City Policies, Policy Manual 12-3 - Homeowner Emergency Loan Program and Rental Rehabilitation Loan Program. The Council is also asked to amend two existing Policies - Homebuyer Loan Program Guidelines and Homeowner Rehabilitation Loan Program Guidelines. These programs are administered with federal HOME funds from the US Department of Housing and Urban Development (HUD) through a partnership with the City of Auburn. HOME funds are designated to promote housing activities for low-to-moderate income households.

Please see the attached memorandum from Lincoln Jeffers, Director of Economic and Community Development, for additional information. Passage is recommended.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To adopt the Resolve Amending Master Policy Residential Loan Programs.



**City of Lewiston Maine  
City Council Resolve  
August 13, 2013**



**Resolve, Amending Master Policy Residential Loan Programs**

Whereas, the City of Lewiston is annually a recipient of federal Community Development Block Grant funding and, as part of a consortium with Auburn, a recipient of federal HOME Investment Partnership funding; and

Whereas, these funds are primarily to be used to benefit low to moderate income residents; and

Whereas, the provision of safe, decent, and affordable housing is one of the primary goals of CDBG funding and the sole eligible use for HOME funding; and

Whereas, a significant portion of Lewiston's housing stock, especially in the downtown CDBG Target Area, was built prior to 1940; and

Whereas, these residential properties are in need of rehabilitation and new investment; and

Whereas, the City desires to support rehabilitation of 1-4 unit residential properties and owner occupancy in the Target Area; and

Whereas, the City Residential Loan Programs needed to be amended to better achieve these goals; and

Whereas, the Residential Loan Programs capitalized by HOME have been updated by the Consortium and need to be adopted as part of the City's Master Policies;

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

Master Policy 40, *Housing Program Guidelines*, be repealed and two new master policies be created to replace it: Master Policy 12-3, *Homeowner Emergency Loan Program*; and Master Policy 12-4, *Rental Rehabilitation Loan Program*; and that the application section referenced as *Boilerplate* in the City Council package be approved and adopted as part of Master Policies 12-3 and 12-4 individually or severally.

**Be it further Resolved, that**

The amended Master Policies 12-1, *Homebuyer Loan Program Guidelines*; and 12-2, *Homeowner Rehabilitation Loan Program Guidelines*, be adopted.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** Proposed Amendments to Master Policy Residential Loan Program Sections  
**Date:** August 8, 2013

## Background

At the Council's April 23<sup>rd</sup> workshop, proposed changes to the City's residential loan programs were discussed. The changes were both programmatic and strategic; seeking to invest more of the federal CDBG and HOME dollars the city receives to improving single family and 2-4 unit housing in the CDBG downtown target area.

Overall, the Council was supportive of the proposed changes. However, there were some issues of concern. Based on the discussion at the workshop, the core of the programs has been maintained, but the details have been amended in response to the concerns expressed and to better reflect the objectives of the Council. The programs give better rates for owner occupied properties (1% loans), and for investor owned properties owned by residents of Lewiston or Auburn (2% loans). Included among the criteria considered for loan approval is the borrower's track record of cooperation with Code Enforcement and other city departments.

## History of Residential Programs

The last time the residential loan programs capitalized with HOME funds were approved by the Council was in 2008. They are included as part of the City's Master Policies as *Homebuyer Loan Program Guidelines* (Master Policy 12-1); and *Homeowner Rehabilitation Loan Program Guidelines* (Master Policy 12-2). For programs capitalized with CDBG funds, the Council last approved a package of *Housing Program Guidelines* (Master Policy 40) in 2009.

The level of CDBG funding received by the City has declined 39% from an allocation of \$1,296,945 in FY 2009, to \$794,492 in FY 2014. With reduced funding and shifting needs and goals within the community, the time is ripe to revisit and fine tune the programs offered.

With these programs, the city is seeking to partner with other organizations such as Community Concepts, Efficiency Maine, Healthy Androscoggin and others, and leverage our funds with their grant/loan programs targeted to weatherization, energy efficiency improvements, lead abatement, and other housing rehabilitation issues.

In revising the programs, one of ECD's goals is to improve the presentation of the programs and make the process and requirements for applying for loans less confusing and more straightforward. With wholesale changes in the presentation of the programs, a strikeout and underlined comparison between the existing and proposed programs would obfuscate rather than illuminate the changes. It is recommended that the old programs be retired in their entirety and replaced with the new programs. Included in your package are a packet labeled "Current Programs;" and a packet labeled "Proposed Programs" which includes descriptions of each program and a separate section that starts with **"To Apply for a City Loan or Grant."** The application section is the "boilerplate" back up that would be attached and incorporated as the second section for each of the City's residential loan programs. Each of the loan programs could be packaged as a stand-alone document rather than inundating borrowers with details on programs they may not be interested in or eligible for.

## **Summary of Proposed Residential Programs and Changes**

### *Homeowner Emergency Loan Program*

This program is currently part of the City's program offerings in Master Policy 40. It is recommended that Master Policy 40 be repealed and that this program be established as Master Policy 12-3.

Eligible properties include only owner occupied single family homes. Changes include increasing the cap on the loan from \$5,000 to \$7,500, adding construction of exterior handicap access as an eligible project cost, and changing the loan terms from 2% for up to a 10 year term for all borrowers to a tiered system that allows for:

- a deferred loan at 0% interest for up to 10 years for borrowers at 50% or below of the Median Family Income (MFI)
- 1% loans up to 10 years for borrowers between 51% and 80% of MFI
- 2% loans up to 10 years for borrowers 81% to 115% of MFI

### *Rental Rehabilitation Loan Program*

This program revamps and would replace the "Housing Rehabilitation Loan Program" currently approved in Master Policy 40. It is recommended that Master Policy 40 be repealed and this program be established as Master Policy 12-4.

Changes include:

- Limiting eligible properties to 1-4 unit buildings
- Property must be in Target Census Tracts 201-204
- Period required for rental affordability to tenants reduced from 3 years to 1 year (matches HUD minimum requirement)
- Match requirement on loan reduced from 25% to 10% with no "in kind" or sweat equity matches permitted

- Maximum amounts loaned will be reduced from \$50K for a single family home, \$12K per one bedroom unit, and \$17,500 per unit with two or more bedrooms to:
  - Up to \$7,500 per unit for Minor Rehabilitation
  - Up to \$10,000 per unit for Moderate Rehabilitation
  - Up to \$25,000 or \$28 per square foot for heated tenantable space for Substantial Rehabilitation
- Under the current program, Interest Rates are for a max of 20 years:
  - 1% Owner Occupied Target Area
  - 2% Owner Occupied Outside Target Area
  - 2% Investor, Lewiston resident
  - 4% Investor, non-Lewiston resident
- Under the proposed program, the terms are defined by the income level of the borrower:
  - If owner occupied and borrower is at 50% MFI or below, they receive a 10 year deferred loan at 0% interest. For each year the property is maintained as the borrower's primary residence, 10% of the loan is forgiven. If sold within 10 years of the start of loan repayment, any unforgiven loan balance must be repaid. [This financing structure is designed to improve the quality of the housing stock even when the owner is of very limited means and to encourage and support owner occupancy.]
  - Owner occupied 51% - 80% MFI - 1% for up to 20 years. If borrower stops using as principal residence, loan converts to investor rate
  - Investor owned: Lewiston Auburn Residents 2% for up to 20 years
  - Investor owned: Not LA residents, 3% for up to 20 years.
- The current program has a call out of \$3,000 per unit for lead related rehab costs. The proposed program does not have a call out; lead related costs are included under Minor Rehab.

#### *Landlord Heating/Energy Response Program*

This program is included in Master Policy 40 and will be discontinued and repealed. Efficiency Maine and Community Concepts have programs that address these needs.

#### *Home Ownership Assistance Loan Program*

This CDBG funded program is included in Master Policy 40 and is a loan program to provide financial assistance with downtown payment and closing costs for first time home buyers. It is recommended that this program be discontinued. First time home buyer assistance is now being provided by a HOME funded *Homebuyer Loan Program*.

### **HOME Consortium**

Lewiston and Auburn have formed a consortium to qualify to receive federal HOME Investment Partnership Funds. The use of HOME funds and the rules associated with them are significantly more restrictive than CDBG. HOME funds can only be used to create affordable housing or access to it for low income households. The Auburn-Lewiston Consortium is administered by Auburn. HUD

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*City Web Page: www.ci.lewiston.me.us*

regulations require that the administering partner takes the lead in developing and approving the programs funded by the consortium.

As noted earlier in this memo, Lewiston last adopted HOME capitalized programs in 2008. They comprise Master Policies 12-1 and 12-2. As allowed under the rules of the consortium, Auburn has made amendments to the programs that Lewiston has abided by. The most recent versions of these programs, showing changes via "strike and underline" from the 2008 versions, are provided in the Proposed Programs packet.

The council is asked to adopt the most recent versions of the *Homebuyer Loan Program Guidelines* and *Homeowner Rehabilitation Loan Program Guidelines* as Master Policies 12-1 and 12-2 respectively.

# **Current Programs**

# **Master Policy 40**

# HOUSING REHABILITATION LOAN PROGRAMS

## Introduction

The City of Lewiston's Economic and Community Development Department (ECDD) offers a Housing Rehabilitation Loan Program to property owners, both investors and owner-occupied, who are looking to improve their buildings by creating safe, affordable, decent housing for low income residents. The Program is administered by the ECDD. The goal of the programs is to leverage private investment by:

- ▶ the rehabilitation of residential properties throughout the City with an emphasis on the Enterprise Community and the Community Development Block Grant (CDBG) Target Area (SEE MAPS);
- ▶ the encouragement of investments which enhance the appearance of the entire city;
- ▶ to assist property owners to rehabilitate properties in order to offer safe, decent and affordable housing units;
- ▶ elimination of slums/blighted properties;
- ▶ to provide homeownership assistance to low and moderate income individuals and families who are at or below 80% of median income;
- ▶ to assist homeowners with emergency repairs that threaten the life and safety of occupants.

# HOUSING REHABILITATION LOAN PROGRAMS

## Part 1 Program Summary

### A. HOUSING REHABILITATION LOAN PROGRAM

**Purpose:** To provide for the rehabilitation of residential structures in accordance with the City's building code standards and Housing Rehabilitation Standards.

**Eligible Activity:** Loans may be made for the rehabilitation of building exteriors, upgrading building interiors, mechanical systems and structural repairs.

**Applicant Eligibility:**

- ▶ **Single Family (one unit):  
owner-occupied:** Owner's income must be at or below 80% of the median income (Appendix A) for Lewiston as determined by HUD or the property must be located in the "Target Area" (Appendix C).
- ▶ **Single-Family (2-4 units)  
owner-occupied:** 51% of units must be occupied by tenants, including the owner's unit, who are at or below 80% of the median income (Appendix A) for Lewiston as determined by HUD or the property must be located in the "Target Area" (Appendix C).
- ▶ **Investor:** 51% of tenants must be at or below 80% of the median income (Appendix A) for Lewiston as determined by HUD or the property must be located in the "Target Area" (Appendix C).

**Interest Rate/Terms:**

- |  |    |                  |
|--|----|------------------|
| ▶ Owner Occupied - Target Area         | 1% | 20 years maximum |
| ▶ Owner Occupied - Outside Target Area | 2% | 20-years maximum |
| ▶ Investor, Lewiston Resident          | 2% | 20-years maximum |
| ▶ Investor, Non-Lewiston Resident      | 4% | 20 years maximum |

**(For L/A Lead Program participants ONLY: Up to \$3,000 per unit in lead-related rehabilitation costs may be made available at 0% interest for up to 20 years if total lead hazard reduction costs exceed the \$8,000 per unit grant threshold. Any rehabilitation costs that exceed \$11,000 per unit may be available according to the above chart.)**

## HOUSING REHABILITATION LOAN PROGRAMS

**Matching Funds:** The applicant must provide or secure a matching amount from a participating lending institution, owner equity and/or insurance company. This will be a 75/25 match for both owner-occupied and investor properties.

**Maximum Loans:** Single Family (one unit)

- ▶ \$50,000 per single-family owner-occupied house;

**Multi-Unit Properties:**

- ▶ \$12,000 per one bedroom unit;
- ▶ \$17,500 per two or more bedrooms unit.

**Source:** Community Development Block Grant (CDBG)

### B. EMERGENCY LOAN PROGRAM

**Purpose:** To provide immediate assistance to owner-occupied buildings (1-4 units) for emergency situations that present life safety issues.

**Eligible Activity:** Life safety issues as determined by the City's electrical, building and plumbing inspectors, water and sewer department and fire inspectors. (Malfunctioning furnaces, water leaks etc.) Income may not exceed 115% of median income levels established by HUD.

**Interest Rate/Term:** 2% interest rate, 10 year maximum term

**Matching Funds:** None required

**Maximum Loan:** \$5,000.00

**Source:** Community Development Block Grant (CDBG)

\* Applicants with income at 50% or below median income can qualify for a deferred loan at 0% interest.

### C. LANDLORD HEATING/ENERGY RESPONSE PROGRAM

- ▶ 25% owner match requirement will be deferred and structured as a balloon payment at the end of each loan;
- ▶ All loans to require an energy audit before and after improvements to measure return on investment (ROI);
- ▶ Loan payments during the first three years will be structured as to not exceed the project's projected energy savings. Any payments after three years will be

## HOUSING REHABILITATION LOAN PROGRAMS

amortized with principal and interest payments for no more than a 25-year term;

- ▶ All buildings will be inspected and must be determined as viable for long-term investment. Long-term inability standards will include, but are not limited to, buildings that are structurally sound and are substantially compliant with the property maintenance code (PMC);
- ▶ Process to be reviewed for renewal on an annual basis.

### D. HOME OWNERSHIP ASSISTANCE LOAN PROGRAM

Purpose:	To provide financial assistance to first time home buyers, individuals and/or families.
Eligible Activity:	Down payment and closing costs
Applicant Eligibility:	Applicant's income must be at 80% or below the median income level (Appendix A) or the property must be located in the "Target Area" (see Appendix C). First-time home buyers are those people that have not owned a property within the past three years. Applicant must complete a Homebuyer's Education Course and the Landlord Education Course if the property to be purchased will be a multi-family building.
Interest Rate/Term:	1% interest rate, 10 year maximum term if properties are located in target area;  2% interest rate, 10 year term if properties are located outside the target area.
Matching Funds:	No match required.
Maximum Loan:	\$3,000 per single family home buyer
Source:	Community Development Block Grant (CDBG)

### Part 2 Definitions

#### Household Income:

- a. Income of all members of the household is considered for computing total household income. This may include wages, salaries, overtime, bonuses, fees, tips, commissions, interest and dividend income, net rental income, child support, alimony, Social Security benefits, SSI retirement, pension, or annuity, AFDC, unemployment benefits, worker's compensation, and disability or benefits from any source.

## HOUSING REHABILITATION LOAN PROGRAMS

- b. For the purpose of computing income, a household shall be defined as all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together or any other group of related or unrelated persons who share living arrangements.
- c. Exception -- An exception to calculating household income will be for boarders of the applicant. A boarder is an adult who pays the market rate to rent a room and shares kitchen facilities with the applicant. The applicant must produce verification of rental income such as canceled checks and rental income on a federal income tax form. The gross income of the boarder will not be included in calculating the applicant's household income. Instead, the HUD Fair Market Rent for a 0 bedroom unit shall be added to household income. The boarder will not be counted as a household member when calculating family size.

**Investor:** Absentee owner who may receive rehabilitation assistance in order to improve housing conditions for low/moderate income tenants.

**Investor,  
Lewiston  
Resident:**

An investor who owns investment property in Lewiston but also has his permanent residence in the City of Lewiston. Staff may use any means necessary to determine residency of applicant including but not limited to driver's license, motor vehicle registration, voter registration, tax bill mailing address, etc.

**Mixed-Use:** A property used in some part for residential purposes and in some part for non-residential purposes.

**Owner-  
Occupied:** An applicant who holds the entire ownership interest of a property and lives in one unit of the property as a primary residence.

**Rehabilitation**

**Costs:** The total of contractor estimates from eligible contractors, self-help expenses, and the contingency determined to be reasonable by the Rehabilitation Coordinator.

**Residential**

**Property:** A property used entirely for residential purposes (household living space).

**Single-Family**

**Property:** A property which has 1 - 4 residential units.

**Target Areas:** A designated neighborhood area defined by the (ECDD) for concentrated use of Community Development Block Grant Funds. Census Tracts 201, 202, 203 and 204 are designated as the "Target Area". The Enterprise Community (Census Tract 201 and 204) is within this designated area.

# HOUSING REHABILITATION LOAN PROGRAMS

## Part 3 Program Administration

### 3.1 PURPOSE

- A. The purpose of these loan programs is to provide construction and/or permanent financing loans in conjunction with other Federal, State and/or City Programs or other lending institutions. The total investment of City funds cannot exceed seventy-five percent (75%) of the cost of the project or cannot exceed 100% loan to value.

The above is contingent upon approved rehabilitation activities being completed in accordance with applicable municipal codes.

No monies will be disbursed to reimburse the borrower for improvements made to the property which were not approved by the ECDD .

Prior to loan closing, the borrower and the participating lender are required by the City to enter into an agreement to permit disbursement upon certification by the City that the work for which payment is requested has been performed in accordance with the terms of the loan.

### 3.2 LOAN APPROVAL

Approval of any loan will be contingent upon:

1. the Loan Qualification Committee's affirmative vote;
2. the applicant's ability to secure and/or provide a matching source from an institutional lender, owner financing, owner equity, insurance company, and/or any other form acceptable by the Loan Qualification Committee;
3. the applicant having good credit and demonstrating the ability to repay the loan;
4. an agreement to repay the interest bearing loan;
5. and verification that all property taxes, water sewer fees, trash collection fees and all other city assessments are paid.

### 3.3 ELIGIBILITY

- A. General

A Loan will be made for the rehabilitation of building exteriors, site amenities, upgrading of building interiors and mechanical systems and structural repairs.

In order to qualify for a Loan, both applicant and the property to be assisted must meet the minimum eligibility criteria set forth in Sub Parts 3.3.B and 3.3.C.

Mixed use properties are eligible but only that portion which is used for residential purposes.

## HOUSING REHABILITATION LOAN PROGRAMS

The Loan Programs are funded through the Community Development Block Grant (CDBG) Program. Because of this, projects must meet the CDBG objectives of benefitting low/moderate income persons or the prevention and/or elimination of slums and blight. Projects located in a "Target Area" (Census Tracts 201 thru 204), as designated in the City's annual Community Development Plan, automatically qualify as meeting CDBG objectives. Projects not located in a designated blighted area must meet the low/moderate income benefit objective.

### B. Property Eligibility

1. The property to be assisted must be within the following designated areas:
  - a. Housing Rehabilitation Loans      City-wide
  - b. Emergency Loan                      City-wide
  - c. Home Ownership Loans              City wide
2. The funds must be used to correct code violation(s) as prescribed by City's code enforcement officers; investors who own more than one property must agree to a code enforcement inspection for all their properties and will agree to maintain all buildings so that they are free of code violations.

Emergency repairs are permissible upon determination by the City's code enforcement officers that a life safety issue is present and when property owners prove inability to complete necessary repairs with owner financing and/or an ability to obtain a match from any eligible lending source.

3. If ECDD determines that exterior rehabilitation is needed, it must be included in the project. Peeling and chipping paint must be corrected and maintained.
4. Multi-unit housing (2 or more units) having rental charges which are considered affordable to low/moderate income tenants are to be determined in the following manner:
  - a. Monthly rental charges for each dwelling unit in the property, at the time of application and/or the term of the loan must not exceed the maximum set by HUD. These figures are based on Section 8 Fair Market Rents (FMR) (Appendix B);
  - b. The maximum rental charges include the cost of heat, hot water and water and sewer, the maximum rents will be reduced by a utility allowance. Charges for parking spaces will not be considered part of the monthly rent charges;
  - c. At the time of the loan application and after completion of the rehabilitation and for the term of the loan, a minimum of fifty-one percent (51%) of the tenants residing in the property must be at or below the low/moderate income limits set by HUD.

## HOUSING REHABILITATION LOAN PROGRAMS

- d. Rents cannot be raised for two years from the date the loan is closed unless the Fair Market Rent (FMR) for the area is adjusted to reflect an increase in rents. If this occurs the property owner may raise rents to the newly adjusted FMR but no higher. The Property Owner will agree to submit annual reports verifying rents collected.

### C. Applicant Eligibility

To qualify for a Loan an applicant must:

1. provide proof of ownership, or for a lessee, permission from owner for the property to be improved or provide a signed purchase and sale agreement;
2. have paid in full all City property taxes, water/sewer fees, trash collection fees and/or any other assessed fees;
3. provide or secure a matching amount in part or total from a participating lending institution, owner financing, owner equity and/or insurance company;
4. be willing to rehabilitate the property in accordance with the City Building Codes and the Housing Rehabilitation Standards;
5. be willing to correct any/all code violations in all properties owned by applicant which are located in the City of Lewiston;
6. be willing to have the property inspected by a Licensed Lead Inspector and to comply with the Lead Paint regulations in properties built prior to 1978 (see fee schedule - Appendix D);
7. submit plans (i.e. floor, electrical, plumbing plans) as requested by ECDD;
8. provide personal and business tax returns and personal financial information to determine financial capacity as deemed necessary by ECDD; and,
9. not be, nor any member of his (her) family be: (1) an elected City official; (2) Director of any municipal department; (3) an employee of the City's Department of Development; (4) a member of the City's Finance Committee, Planning Board or Board of Appeals.
10. demonstrate a record of compliance with the City of Lewiston's codes, ordinances and policies and any other local, state or federal rules and regulations that apply. Isolated violations will not be considered as a failure if addressed in a cooperative manner.

### 3.4 LIMITATIONS OF LOAN PROGRAMS

#### A. Loans per applicant

## HOUSING REHABILITATION LOAN PROGRAMS

No more than one Loan\* will be processed at one time on behalf of an applicant in which the same individual(s) or corporation has a substantial interest. For the purposes of this section, loan processing will be considered complete when an application is disapproved or when a project is financed by a properly completed application in accordance with these guidelines.

\* The Loan Qualification Committee reserves the right to review simultaneously multiple properties owned by any one property owner or corporation in which the same individual(s) has a substantial interest. If there are presented economic reasons to justify joint bidding and development, these same properties shall be eligible for the same bid.

### B. Loans per property

The number of Loans per property is not restricted, except that portions or components of structures previously rehabilitated are ineligible for assistance.

### C. Maximum loan amounts

The maximum Loan for a rehabilitation project involving either interior or exterior rehabilitation will be established in the following manner:

1. If the property contains a mixture of residential units and commercial space, the maximum allowed for the residential units will be determined according to the number of 1 and 2 bedroom units and the limits as identified below. The match requirement is 25% of the total project cost.
2. If the project involves the rehabilitation of a single family building or structure, owner occupied, the maximum loan amount will be **\$50,000**. If such a project involves only interior renovations, ECDD must review the loan request in light of the requirement outlined in Sub Part 3.3(B). For projects that are single family (2-4 units) the maximum loan is **\$12,000** per each 1 bedroom unit and **\$17,500** per each 2 or more bedroom unit, the match requirement is 25% of the total project cost, for occupied properties and for investor properties.
3. The amount of any Loan must be secured from an institutional lender, owner financing, owner equity or insurance company. Other sources of matching funds are eligible upon acceptance from the Loan Qualification Committee.

### D. Matching loans

Housing Rehabilitation Loans must be matched by an amount of monies secured from a lending institution, insurance company, owner financing, home equity and/or sweat equity (cost of labor not expended for the Rehabilitation) that is acceptable by the Loan Qualification Committee. The matching percentages for HR Loans will be 75/25.

## HOUSING REHABILITATION LOAN PROGRAMS

Emergency Loans do not require a match.

### E. Allowable improvements

Allowable improvements are defined as basic and necessary items that improve the basic livability, safety, or utility of the residence. Any violations of state, federal or local codes relating to minimum standards for residential housing must be corrected. Examples of allowable improvements include:

1. Repair or replacement of inadequate heating, electrical, or plumbing systems.
2. Insulation, paint, siding, floors, ceilings, walls and windows.
3. Removal of asbestos, lead paint or other hazardous substances.
4. Accessibility improvements
5. Improvements to an existing garage if the improvements substantially improve the basic livability or energy efficiency of the residential structure.
6. Energy improvements

### F. Unacceptable Improvements:

These improvements are defined as any unnecessary cosmetic repairs, luxury items or purchase of fixtures that are not permanently affixed to the property. Examples are but not limited to:

1. Appliances, furniture or other personal items
2. New construction of decks, patios, sheds or other outbuilding.
3. Fences
4. Fireplaces, generators, heating fuel
5. Hot tubs, whirlpool bath or saunas.
6. Landscaping

## 3.5 PROCESSING AND APPROVAL OF LOAN APPLICATIONS

### A. Applications

Application forms for the Rehabilitation Loans are available from the Economic and Community Development Department (ECDD), Third Floor, 27 Pine Street, Lewiston, ME. Completed applications are to be submitted to the ECDD for processing.

The City will make available the services of a Rehabilitation Coordinator who will determine the scope of work, prepare specifications, document eligibility criteria and underwriting, secure approval, prepare loan documents, and act as a project manager including authorize progress payments.

### B. Verifications

Copies of all income sources (i.e. check stubs, statements, W-2 forms, State and

## HOUSING REHABILITATION LOAN PROGRAMS

Federal income tax returns) shall be provided by the applicant. A certified financial statement or other documentation from an accountant or other acceptable source may be required of a corporation, partnership, or other business enterprise. Written verification may be required from income sources.

ECDD shall verify title by checking the records at the Androscoggin County Registry of Deeds.

### C. Inspections:

Initial inspection - If it appears that the applicant and property are eligible for a loan, an initial inspection will be scheduled with the applicant, the City's Code Enforcement Officer and the Rehabilitation Coordinator. Rehabilitation requirements will be determined during the initial inspection.

Inspection Report and Specifications -- A code enforcement inspection report shall be prepared by the Code Enforcement Officer and mailed to the applicant. The Rehabilitation Coordinator shall prepare a report and list the rehabilitation requirements to bring the property into compliance as well as any other rehabilitation work the property owner has requested. Once the owner has reviewed the inspection reports, the Rehabilitation Coordinator creates technical specifications for contractor bidding.

### D. Lead

ECDD must consider whether the rehabilitation calls for lead hazard control measures. This may involve hiring a risk assessor or lead inspector who will determine whether lead hazards exist and what methods must be used to control them. It may also require clearance testing of the construction area to confirm the absence of lead hazards after the work is completed. The Contractor, owner and Rehabilitation Coordinator will work closely to minimize the need to displace occupants of a dwelling unit as well as ensure no residents of the property are affected by lead hazards.

### E. Loan Qualification Committee

All Loan applications will be presented for review and approval to the Loan Qualification Committee (LQC), which consists of: the City of Lewiston's City Administrator, Assistant to the City Administrator, Director of Finance, one member of the City Council, and one citizen representative. The actions of the Committee shall be governed by the following rules:

1. A majority of the Committee's members must be present to constitute a quorum. At least three (3) votes on the prevailing side are required to constitute a valid vote on any loan application.
2. Final Committee approval of Loans for rehabilitation will be contingent upon the applicant meeting the matching requirements contained in Sub Part 3.4.(D)

## HOUSING REHABILITATION LOAN PROGRAMS

3. The Committee has the authority to adjust terms, rates and the match requirement ratios in order to make the loan meet national objectives.

### F. Review criteria

The Loan Qualification Committee will review all completed applications for assistance for the Housing Rehabilitation and Homeownership Loan Programs to assess the affordability and feasibility of rehabilitation projects and that the National Objectives are met as follows:

1. ensuring that the applicant is at/or below eighty percent (80%) of median income guidelines established by HUD or that the property to be rehabilitated is located in the "Target Area";
2. that at the time of the application , that a minimum of fifty-one percent (51%) of the tenants that reside within the structure are at or below the low/moderate income limits set by HUD:
3. that eighty percent (80%) of all loans are for low/moderate income households; and,
4. that the rehabilitation will eliminate and/or improve slum/blight properties.

### G. Bid Process

Each loan applicant must secure at least two (2) bids for each specific rehabilitation task. Bids may be obtained from a general contractor, covering all rehabilitation tasks or from separate contractors for each specific rehabilitation task. Standardized forms for bid proposals may be provided by the City's ECDD. The applicant is solely responsible to invite and accept or reject any bid proposal. **If however, the low bid is not accepted** and the rehabilitation activity is awarded to a higher bidder, the applicant must submit to the City ECDD a written statement which explains the reason for accepting the higher bid. Any contractor chosen must prove his ability to provide all necessary insurances, expertise, equipment, and materials to satisfactorily complete the respective task.

### H. Contractor Eligibility:

To be an eligible contractor the following standards apply:

1. Insurance -- The contractor and subcontractors shall carry Worker's Compensation Insurance for all their employees in accordance with the Worker's Compensation laws of the State of Maine. The contractor and subcontractors shall carry Manufacturer's and Contractor's Public Liability Insurance with a limit of \$300,000 for personal injury or death and \$100,000 for property damage. The ECDD may require bonding for contracts in excess of \$100,000. The ECDD will require evidence of insurance prior to signing a construction contract.
2. License and Qualifications --The contractor shall have in effect a license if required by the City of Lewiston, or State of Maine. The contractor must

## HOUSING REHABILITATION LOAN PROGRAMS

have completed a Department of Environmental Protection approved lead-smart renovator's course, if pertinent to the work being performed.

3. Credit -- The City may require a list of credit references, names of suppliers, name of bank where contractor does business, and names and addresses of recent home improvement customers.
4. Skill and Equipment -- No approval of a contract shall be given unless the construction contractor can satisfactorily demonstrate that he/she and/or their subcontractor(s) have the necessary skills and equipment to perform the work in an efficient and expedient manner.
5. Bid proposals may be secured from and awarded to a member of the applicant's family (i.e. relative) if the bidder:
  - a. is a bona fide and skilled tradesman;
  - b. is not living in the same household as the borrower;
  - c. has no direct or indirect financial interest in the property to be rehabilitated; and
  - d. the relationship is disclosed in writing by the Borrower at the time of bid proposal.

### I. Labor Performed by the Borrower

Bid proposals may be secured from and awarded to the Borrower (i.e. Borrower may serve as general contractor and/or do work on his/her own property), if the Borrower meets the following requirements:

1. Is a contractor or tradesman who has an ownership interest in a contracting or trades business that has been in existence for at least six (6) months prior to loan application or, as a property owner, has employed, for at least six (6) months prior to loan application, a full-time maintenance crew with the expertise and equipment to satisfactorily complete the respective tasks which the Borrower proposed to perform.
2. The Borrower must have completed a Department of Environmental Protection approved lead-smart renovator's course, if pertinent to the work being performed.
3. For those tasks to be performed by the Borrower and/or the Borrower's employees:
  - a. Bid proposals shall be for materials and employee labor only, with no profit, overhead or payment to the Borrower for his/her personal expertise and/or labor allowed;
  - b. A maximum of **\$5,000** per unit will be allowed for materials purchased;
  - c. Invoices for materials shall be for costs only, including any discounts, with no mark-ups allowed;

## HOUSING REHABILITATION LOAN PROGRAMS

- d. Invoices for labor shall be accompanied by payrolls which include hours and work performed by each employee.
4. Bid proposals shall be for
  - a. materials and employee labor only, with no profit, overhead or payment to the Borrower for his/her personal expertise and/or labor allowed.
  - b. Invoices for materials shall be for costs only, including any discounts, with no mark-ups allowed.
  - c. Invoices for labor shall be accompanied by payrolls which include hours and work performed by each employee.
  - d. For those tasks to be performed by a sub-contractor (e.g. plumbing, electrical, etc.), at least two (2) separate bids shall be secured for each specific rehabilitation task.
5. The relationship is disclosed by the Borrower at the time of bid proposal. The Loan Qualification Committee is empowered to waive the bidding requirement where an applicant proposes to use a preferred contractor(s) and the applicant obtains at his or her expense, an independent cost verification of the bid submitted by the preferred contractor(s).
6. All bids must be secured and submitted to the City's ECDD in a sealed envelope to be opened in the presence of the applicant at the City Building at a time chosen by and agreed upon by ECDD and the applicant.

### **Part 4 Terms and Conditions**

The Terms and Conditions of the Housing Rehabilitation Loan Program are set forth in the "Rehabilitation Agreement" (see Appendix E) . It provides the applicant with an understanding of all requirements by which the applicant must comply to secure and maintain a rehabilitation loan.

# HOUSING REHABILITATION LOAN PROGRAMS

## APPENDIX A

**Low and Moderate Income Limits**  
**Effective Date: March 8, 2006**  
**Median Income is \$54,400**

<b>FAMILY SIZE</b>	<b>80% of Median Income</b>	<b>50% of Median Income</b>	<b>30% of Median Income</b>
<b>1 person</b>	<b>\$30,450</b>	<b>\$19,050</b>	<b>\$11,400</b>
<b>2 persons</b>	<b>\$34,800</b>	<b>\$21,750</b>	<b>\$13,050</b>
<b>3 persons</b>	<b>\$39,150</b>	<b>\$24,500</b>	<b>\$14,650</b>
<b>4 persons</b>	<b>\$43,500</b>	<b>\$27,200</b>	<b>\$16,300</b>
<b>5 persons</b>	<b>\$47,000</b>	<b>\$29,400</b>	<b>\$17,600</b>
<b>6 persons</b>	<b>\$50,450</b>	<b>\$31,550</b>	<b>\$18,900</b>
<b>7 persons</b>	<b>\$53,950</b>	<b>\$33,750</b>	<b>\$20,200</b>
<b>8 persons</b>	<b>\$57,400</b>	<b>\$35,900</b>	<b>\$21,500</b>

# HOUSING REHABILITATION LOAN PROGRAMS

## APPENDIX B

### Fair Market Rents (effective October, 2006)

#### Bedroom Size - Fair Market Rent

Zero Bedroom	\$389.00
One Bedroom	\$488.00
Two Bedroom	\$596.00
Three Bedroom	\$755.00
Four Bedroom	\$836.00

#### Housing Utility Allowances (Garden/ Walkup)

Utility	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
<b>Heating</b>						
Natural Gas	\$55	\$64	\$81	\$99	\$113	\$135
Bottle Gas	74	103	109	136	174	194
Oil	78	109	116	145	185	206
Electric	45	67	89	112	134	156
Kerosene	41	52	63	79	95	107
<b>Cooking</b>						
Natural Gas	\$23	\$25	\$27	\$28	\$31	\$34
Bottle Gas	20	25	27	29	33	38
Electric	7	10	12	14	18	20
<b>Other Electric</b>	\$19	\$27	\$34	\$51	\$57	\$69
<b>Water Heating</b>						
Natural Gas	\$14	\$22	\$27	\$36	\$55	\$69
Bottle Gas	11	13	18	22	27	31
Oil	12	14	19	24	28	33
Electric	17	119	24	39	60	72
Water	\$9	\$9	\$11	\$18	\$23	\$30
Sewer	\$4	\$12	\$12	\$19	\$25	\$32
Range/Microwave	\$9	\$9	\$9	\$9	\$9	\$9
Refrigerator	\$11	\$11	\$11	\$11	\$11	\$11

# HOUSING REHABILITATION LOAN PROGRAMS

## APPENDIX C

### MAPS

# HOUSING REHABILITATION LOAN PROGRAMS

## APPENDIX D

### FEE SCHEDULE

	Applicant - Lewiston Resident Pays	City Pays	Applicant - Non- Lewiston Resident Pays	City Pays
City Code Enforcement Inspection		in-kind service		in-kind service
Housing Rehabilitation Inspection		\$200 (1 <sup>st</sup> unit) \$50 (each additional unit)	50% of fees as outlined	50% of fees as outlined
Housing Rehabilitation Specifications		\$400 (1 <sup>st</sup> unit) \$100 (each additional unit)	50% of fees as outlined	50% of fees as outlined
Lead Inspection		\$375 (Single Family & 1 <sup>st</sup> unit of Multi) \$300 (each additional unit)	50% of fees as outlined	50% of fees as outlined
Lead Design Plan		\$500 per unit	50% of fees as outlined	50% of fees as outlined
Lead Clearance Testing		\$265 per unit (if re-testing is necessary because of failed results contractor will be responsible for additional cost)	50% of fees as outlined	50% of fees as outlined
Closing Costs:				
Application Fee:	\$50.00		\$100.00	
Appraisals	100%		100%	
Credit Check	\$20.00		\$20.00	
Title Update:	up to \$200		up to \$200	
Recording Fee:	\$8 first page, \$2 each additional page		\$8 first page, \$2 each additional page	
Discharge Fee:	\$8.00		\$8.00	
Attorney Fees (if applicable)	100%		100%	

# HOUSING REHABILITATION LOAN PROGRAMS

## APPENDIX E

### HOUSING REHABILITATION LOAN PROGRAM REHABILITATION AGREEMENT

The applicant must agree to these Terms and Conditions in order to obtain a rehabilitation loan. These terms and conditions will be incorporated in the mortgage and/or other security instruments, and the Promissory Note.

#### A. General

The documents containing all specific terms and conditions which an applicant must sign in order to close a Rehabilitation Loan are the following: Terms and Conditions; Promissory Note; and Mortgage or other security instrument.

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

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

#### B. Project Loan Note

At the time of loan closing, the applicant will be required to execute a promissory note, and/or a mortgage for the full amount of the Rehabilitation Loan. From this point on, the applicant will be known as the "Borrower". The note or mortgage will provide for payment of the loan according to a repayment schedule. It will establish the time and place for delivery of payments, the amount, the maturity date, and it will provide for any loan security or additional stipulations.



## HOUSING REHABILITATION LOAN PROGRAMS

### F. Loan payments, Late Charges and Interest Penalties

Loan payments are payable to the City Treasurer, without late charge, from the first to the tenth day of each month. The Borrower's first payment is due during **this ten day** period beginning the first month after the date of the last construction loan disbursement.

Payments made on or after the eleventh day of the month are considered delinquent and subject to the City Treasurer applying a late charge of five percent (5%) of the Borrower's monthly loan payment.

If a Borrower fails to maintain a rehabilitated property at or above the minimum acceptable level prescribed by municipal codes, the City Treasurer may assess an interest penalty to be added to the Borrower's monthly payment. This interest penalty shall be equal to the unpaid principal of the loan after the code violations are discovered, times one-twelfth of the annual effective interest rate of the matching bank loan, and shall be assessed each first day of the month thereafter, until the code violations are corrected.

The Borrower's failure to make any monthly payment in full within thirty (30) days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within thirty (30) days of the date assessed, shall constitute a default.

### G. Loan Default

The entire principal balance and all accrued interest shall become immediately due and payable without notice or demand upon the foregoing events:

1. The Borrower's failure to make any monthly payment in full within 30 days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within 30 days of the date assessed, shall constitute a default;
2. The commencement of any proceedings by or against the developer under any bankruptcy or insolvency laws;
3. The dissolution of, insolvency of, appointment of a receiver for, or assignment for the benefit of creditors of any property of, the developer;
4. Loss of, substantial damage to, destruction of, sale of, encumbrance upon (whether first or second position to this note and the mortgage securing this note), seizure of, levy against, attachment of, failure to pay any property taxes or other city utilities or insurance premiums on the project property;
5. Failure to maintain affordable rental charges, as required in Appendix B.

### H. Security

Rehabilitation Loans will require an acceptable security instrument. The cost of preparation and registration of the security document will be the Borrower's responsibility to bear and will be payable to the City at the time of the loan closing.

### I. Inspection

## HOUSING REHABILITATION LOAN PROGRAMS

A Borrower agrees to permit inspection of the property, rehabilitation work and all contract agreements, materials, equipment, payrolls, and conditions of employment pertaining to the rehabilitation project by the City's ECDD and/or Code Enforcement personnel.

### J. Municipal codes and conditions

The Borrower agrees to follow the procedures and conditions of all established and applicable municipal ordinances in the physical rehabilitation and maintenance of improved property. Work not meeting minimum standards and procedures established by code is unacceptable for disbursement of any loan funds. The Borrower agrees to code enforcement inspections for other properties owned by borrower located in the City of Lewiston and to correct, if any, all code violations that may be reported.

### K. Disbursement of Rehabilitation Loan funds

Disbursement of all Rehabilitation Loan funds is made to the Borrower and the contracted contractor upon request submitted to the City's ECDD. Invoices received by the end of the day on Tuesday, will be processed for payment and the disbursement shall be available by the Wednesday of the following week, no earlier than 3:00 pm. Borrower will be required to pick up the check in person unless prior arrangements acceptable to the City have been arranged.

Repayment of the loan will begin upon completion of the construction phase, or 6 months after the closing date, whichever comes first.

The above is contingent upon approved rehabilitation activities being completed according to applicable municipal codes. No money will be disbursed to reimburse the Borrower for improvements made to the property which were not approved by the Loan Qualification Committee before they were commenced.

Prior to loan closing, the Borrower and the participating lender are required to enter into an agreement to escrow all participating lender loan funds and to permit disbursement only upon certification by the City that the work and materials for which payment is requested has been performed and verified by the City in accordance with the terms of the loan.

In the case of owner cash contribution, prior to loan closing, the Borrower and the City are required to enter into an agreement to escrow all applicant cash contributions and to permit disbursement only upon certification by the City that the work and materials for which payment is requested has been performed and verified in accordance with the terms of the loan.

### L. Use of funds

The funds must be used to carry out only approved rehabilitation activities. Any rehabilitation loan funds not expended upon completion of the approved rehabilitation activity must be either returned to the City as a loan repayment or used for additional rehabilitation activities submitted to and approved by the ECDD for the same property. Any such prepayment shall reduce the principal amount due to the City.

## HOUSING REHABILITATION LOAN PROGRAMS

### M. Prepayment of Note

The Borrower may prepay any or all outstanding principal to the City at any time and without penalty.

### N. Transfer of Improved Property

Ownership or control of a property improved with rehabilitation loan funds cannot be transferred in any manner to another individual, partnership or corporation until the entire amount of the outstanding loan balance is repaid, in full, to the City.

### O. Insurance

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

### P. Records

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

### Q. Points of agreement with respect to Federal Regulations

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

1. Federal Labor Standards: The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603 FOR ALL commercial construction contracts awarded in excess of two thousand dollars (\$2,000).
2. Lead-Based Paint Hazards: Any Rehabilitation loans made by the City of Lewiston shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.
3. Fair Housing Act: The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with the Fair Housing Act of 1968 as amended.
4. Flood Hazard Insurance: If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood plain insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.

## HOUSING REHABILITATION LOAN PROGRAMS

5. Civil Rights Act of 1964: The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of **the Civil Rights Act of 1964, codified** in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968, and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in th United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating agency will immediately take any measures necessary to effectuate this agreement.
6. Interest of Certain Federal officials: No member of or Delegate to the Congress of the United States, and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.
7. Interest of Members, Officers, or Employees or Operating Agency, Members of Local Governing Body, or Other Public Officials: No member, officer or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or commission, elected or appointed official of Lewiston or employee of the City of Lewiston, who exercises any decision-making functions or responsibilities regarding the Community Development Program, shall have any direct or indirect pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.
8. Bonus, Commission or Fee: The Borrower cannot pay any bonus, commission or fee for the purpose of obtaining the City of Lewiston's approval of the loan application, or any other approval or concurrence required by the City of Lewiston or its designee to complete the rehabilitation work, financed in whole or in part with the rehabilitation loan.

The undersigned certifies that he/she/they is/are in full agreement and will abide by these "Terms and Conditions" as set forth this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED:

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

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

CITY OF LEWISTON

\_\_\_\_\_  
By its: Housing/Community Development Officer

# **Proposed Programs**

# **Master Policy 12-1**

## **AUBURN-LEWISTON CONSORTIUM**

### **HOMEBUYER LOAN PROGRAM GUIDELINES**

#### **A. INTRODUCTION**

The Cities of Auburn and Lewiston have formed a consortium to qualify for HOME Investment Partnerships Program funds whereby the grant is shared by both cities. The Homebuyer Loan Program guidelines describe assistance that is available to enable low- and moderate-income households to become home owners in either city.

#### **B. PROGRAM OBJECTIVE**

The objectives of the Homebuyer Loan Program are to make home ownership affordable for low- and moderate-income households, to provide funds that will open access to other homebuyer programs, and to increase owner occupancy in targeted areas. The Homebuyer Loan Program is designed to provide an opportunity for low- and moderate-income families to purchase market rate homes. The Homebuyer Loan Program is subject to all of the HOME Investment Partnerships Program regulations.

Lease to Purchase (Auburn only): In partnerships with Auburn Housing Development Corporation, the City of Auburn will facilitate the purchase of a home on behalf of a home buyer. The property will be chosen by the participant and leased for a specified period of time. During the lease period the participant will receive budget and credit counseling and comply with an action plan. The participant will purchase the property at the end of the lease period.

#### **C. OUTREACH**

Community Development Department staff (CDD) is responsible for providing outreach to encourage a full range of potential clients. This shall be accomplished through marketing to homebuyer education classes, newspaper articles, and advertising the availability of the Homebuyer Loan Program. Advertisements shall include a non-discrimination statement. Outreach shall be done in accordance with the Consortium's Affirmative Marketing Plan.

#### **D. PARTICIPANT ELIGIBILITY**

1. The applicant(s) household income must be below 80% of median income.—An eligibility determination based on income shall be valid for a six-month period.

2. The applicant(s) shall have a minimum household income of:
  - a. \$25,000, or
  - b. \$20,000 if the prime mortgage is financed by USDA Rural Development as a subsidized interest rate loan.
3. The applicant(s) is able to obtain standard financing at a fixed rate.
4. The applicant(s) may not own residential property, or be a party in an installment land contract at the time of application.
5. The applicant(s) liquid assets shall not exceed \$15,000. Liquid assets are savings accounts, savings accounts, stocks, bonds, money market accounts, certificate of deposits, and cash gifts. It shall not include retirement accounts or life insurance cash values.
6. ~~The applicant(s) shall demonstrate an ability to save and shall have a minimum of \$500 prior to the loan closing date. This may be accomplished by participating in an Individual Development Account for a minimum of four months, or the participant may provide four months of savings account statements with a minimum of \$500 in savings.~~

**E. PROPERTY ELIGIBILITY**

1. The property must be located in Auburn or Lewiston.
2. The property may be a single-family dwelling, a rental property with two- to four-dwellings, a condominium unit, a cooperative unit, or a mixed-use property.
3. The property must be one of the following approved forms of ownership: fee simple title, 99-year lease, condominium, or cooperative housing.
4. The maximum property value will not exceed 95% of the median purchase price for that type of housing for the area as published by HUD, Section 203(b). If a property involves rehabilitation, the after-rehabilitation value shall be established prior to approval and shall not exceed 95% of the median purchase price.
5. The property must meet housing quality standards, Title X Lead Standards, and be free of code violations. The financing package shall include adequate funds to complete all necessary improvements to meet these standards.
6. ~~The maximum property cost of an eligible building shall be 95% of the median purchase price for single family homes and 100% of the median purchase price for 2, 3, and 4 unit buildings in Auburn and Lewiston. Median purchase price is determined by Maine State Housing Authority, and is adjusted annually. The following are the maximum allowable property costs that will be in effect until the rates are updated.~~

~~95% OF MEDIAN SALES PRICE  
SINGLE FAMILY HOMES~~

<del># of Units</del>	<del>Maximum Property Purchase Cost</del>
<del>Single Unit</del>	<del>\$140,837</del>

~~100% OF MEDIAN SALES PRICE  
MULTI-UNIT BUILDINGS~~

<del># of Units</del>	<del>Maximum Property Purchase Cost</del>
<del>2 Units</del>	<del>\$152,451</del>
<del>3 Units</del>	<del>\$173,552</del>
<del>4 Units</del>	<del>\$201,019</del>

6. The property shall be inspected by CDD prior to the applicant(s) signing a purchase and sale agreement to assure that the property is appropriate for the applicant(s) and has potential to meet all property standards.

**F. LOAN TERMS**

A HOME loan will be available to make housing affordable based on household income. HOME loans may be offered at between 0% to 3% interest. Determination of the interest rate is at the sole discretion of the Auburn or Lewiston Loan Qualification Committee. Loan terms shall also be determined by the Loan Qualification Committee. In no case shall the loan term exceed 40 years. A HOME loan will be available to make housing affordable based on household income. HOME loan will be applied to reduce the bank loan, and is an interest-free loan with payments beginning immediately after the closing. The loan will be for a term not to exceed 40 years.

~~The amount of homebuyer subsidy will be determined by the location of the property as follows:~~

**1. Homebuyer Loans—Target Areas**

a. ~~The property must be located within the boundaries of the Home Target Areas as identified by the Cities of Auburn or Lewiston.~~

b. ~~The HOME loan amount shall be no less than \$1,000 and shall not exceed \$30,000.~~

**2. Homebuyer Loans—All Other Areas**

- a. ~~The property must be located within the boundaries of the Cities of Auburn or Lewiston.~~
- b. ~~The HOME loan amount shall be no less than \$1,000 and shall not exceed \$20,000.~~

a. The HOME assistance will be based on the following criteria:

2. HOME Savings Account

1. The Cities shall assist the applicant to establish a HOME Savings Account (HSA) with Auburn Housing Development Corporation to pay for down payment and closing costs to purchase a home.
2. The applicant will make monthly deposits to the account for a minimum of six months and a maximum of 3 years. The minimum 6-month deposit period may be reduced to 3 months when 1) the applicant can document that the minimum amount of savings has been deposited into a savings account for a six-month period prior to the application and 2) that the savings to be matched is deposited into the Home Savings Account prior to the beginning of the 3-month period.
3. The minimum payment shall be \$25
4. The account will be non-interest bearing.
5. The City shall match the HSA account two dollars for each dollar saved by the applicant. The HSA maximum is \$5,250. Half of the HOME match will be a forgivable loan and half will be a grant. The full amount of the match will be included in calculating the recapture period. The match will be available at the time of loan closing. There will only be one HSA grant per household.
6. If an applicant is deemed no longer eligible at the time of closing, the amount of savings in the HOME Savings Account will be returned to the applicant.

HOME Loan: Each applicant will receive a minimum of \$1,000 as a loan to be secured by a mortgage, and a maximum of \$15,000, based on need.

Homebuyer Counseling: The applicant will be required to participate in the City's Homebuyer Counseling Program throughout the savings period.

3. **2Determination of HOME Assistance** -- The maximum HOME loan shall be based on the purchase price plus closing costs minus the maximum amount allowed by

the prime lender provided that the total debt service for mortgage, taxes, estimated rehabilitation, insurance, and mortgage insurance falls between 28-32% of the applicant(s) income.

**43. Recapture**

a. Based on the combined HOME loans to applicant(s), the property to be purchased shall be occupied by the applicant(s) as a principal residence for the minimum periods as follows:

- 1) 5 years if total of HOME funds is less than \$15,000;
- 2) 10 years if total of HOME funds is between \$15,000 and 40,000; or
- 3) 15 years if HOME funds is over \$40,000.

b. The recapture period shall commence when the building acquisition and HOME rehabilitation are complete and a project completion certification has been issued by CDD. If the property is sold, transferred, or the purchaser ceases to occupy the property prior to the end of the recapture period, the principal balance of the HOME loan shall be immediately repaid.

**G. UNDERWRITING**

1. The following conditions shall apply to all loans:

- a. monthly debt for principal, interest, taxes and insurance shall not exceed 32% of the applicant(s) income;
- b. all debt shall not exceed 42% of applicant(s) income;

**2. ~~Auburn Only—Lease Option:~~**

~~a. applicant(s) has submitted acceptable references from one of two previous landlords;~~

~~b. applicant(s) has submitted acceptable reference from employer;~~

~~e. non-housing debt will not exceed 17% of current income at the time of application and all debt shall not exceed 49% of applicant(s) income..~~

~~d. there is potential for the applicant(s) to correct credit deficiencies and meet debt to income maximums within an 18-month period;~~

~~e. applicant(s) income is sufficient to cover the permanent financing requirements;~~

~~f. further criteria will be evaluated prior to making a determination of final eligibility:~~

~~1) stability of job or source of income;~~

~~2) current monthly debt;~~

~~3) length of self-employment;~~

~~4) resources for financial emergencies;~~

~~5) commitment of partner;~~

~~6) insufficient income to cover long-term debt service; and~~

~~7) prior efforts to cure credit history.~~

## **H. APPROVAL**

**1. Approval of Auburn Loans:** HOME Loans will be reviewed by the Community Development Loan Committee (Committee) who will be responsible for making decisions to approve or deny loan requests and to establish loan conditions.

**2. Approval of Lewiston Loans:** HOME Loans will be reviewed by the Loan Qualification Committee (Committee) who will be responsible for making decisions to approve or deny loan requests and to establish loan conditions.

**3. Appeal Procedure:** The reason(s) for rejection shall be given to the applicant. HOME Loans that have been denied may be appealed to the Committee for a period of thirty days after the date of rejection. The applicant(s) will be allowed to present his/her case to the Committee. The Committee may reconsider their prior vote to denying the application after the appeal review has been complete. A decision will be made by the Committee once the appeal has been heard.

## **I. PROGRAM ADMINISTRATION**

### **1. Non-Discrimination**

Administration of this program shall be in accordance with Title VI of the Civil Rights Act of 1964. No person shall, on the ground of race, color, national origin, be excluded from participation in, be denied the benefits of, or subjected to discrimination under this program.

### **2. Application Priority**

Applications shall be processed on a first-come, first-served basis. CDD shall use the receipt date of a complete application to establish the order of priority. The applicant will be notified if there is funding available to proceed with the project and if there is inadequate funding, then the application may be placed on a HOME waiting list.

### 3. Definitions

#### a. Household Income

1) When determining whether a household is income eligible, CDD will calculate annual income using the ~~Census long form method~~ IRS Form 1040 method as defined by the Department of Housing and Urban Development.

2) For the purpose of determining eligibility, CDD will calculate annual household income by projecting the prevailing rate of income of each person at the time assistance is requested. Estimated annual income shall include income from all household members.

3) Income may include wages, salaries, overtime, bonuses, fees, tips, commissions, interest and dividend income, net rental income, child support/alimony, Social Security benefits, SSI, retirement, pension or annuity, TANF, unemployment benefits, worker's compensation, and disability or benefits from any source.

**b. Household** includes all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together or any other group of related or unrelated persons who share living arrangements.

**c. 80% of Area Median Income** is the maximum income a household can earn, adjusted by household size, in order to qualify as low- to moderate income and be eligible for the Homebuyer Loan Program. Guidelines for Lewiston-Auburn SMSA are provided by the Department of Housing and Urban Development, and are revised annually.

**d. Community Development Department staff (CDD)** is the contact person designated as the City's representative to process loan applications in Auburn or Lewiston.

~~**e. Lease to Purchase** is an option for applicants whose credit or debt is not of sufficient quality to allow for financing through standard mortgage markets whereby the City purchases a home on behalf of the applicant and leases the property, then sells it to the applicant within a fixed period of time. This option is allowed only in Auburn.~~

- ~~1) — **Lease Agreement** is the document that establishes the responsibilities of the lessee and Auburn Housing Development Corporation during the lease period. This shall include but not be limited to provisions regarding the lease amount, security deposit, responsibility for payment of utility and property taxes, maintenance, insurance, property damage, and responsibility of being a landlord;~~
- ~~2) — **Lease Commitment** is critical dates to be followed, meeting budgeting and savings goals, option to purchase, and to participate in required training programs.~~

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**g. Purchase and Sales Agreement** is the document executed by the applicant to purchase the chosen property.

~~**h. HOME Target Area** is the designated neighborhoods with boundaries defined by the City Council (Appendix A).~~

#### 4. Application Procedures

This section shall set forth the procedures for administering the Homebuyer Loan Program.

##### a. Applications

1) **Priority** -- Applications will be processed on a first come, first served basis. CDD shall establish a priority processing list based on the receipt date of a complete application.

2) **Initial Application** – An application may be obtained from the Community Development Department. A complete application shall include verification of income. An incomplete application will be returned to the applicant.

**b) Income Verification** –The applicant(s) shall provide documentation of all income sources and a federal tax return. CDD shall make a determination of preliminary eligibility based on household size and income.

1) A certified financial statement or additional documentation from an accountant or other acceptable source may be required of an individual whose income is from corporation, partnership, or other business enterprise.

2) If an approved applicant(s) has not signed a purchase & sale agreement within six months from the initial income verification, the applicant(s) must submit new income documentation to re-establish eligibility.

~~c. **Letter of Eligibility**—A letter shall be issued by CDD describing the eligibility status, deadlines, and other conditions or requirements. The letter shall identify a minimum term of 30 days prior to closing and a maximum of 180 days.~~

**d. Training**

1) **Landlord Training** – If the property is a multi-unit building, the Applicant(s) shall attend a landlord education program.

2) **Home Buyer Training** -- The applicant(s) shall provide a certification of attendance at a HoMEworks approved homebuyer education program.

3) **Post-Home Purchase Counseling** – The applicant(s) will agree to meet annually for the first 3 years, or more frequently if necessary, to review the financial status of the applicant(s).

**e. Identifying the Property** -- The applicant(s) will select a property for sale which is consistent with an affordability determination

**f. Purchase and Sales Agreement** - The applicant will execute Purchase and Sales Agreement that includes a clause stipulating the sale is contingent upon financial approval from the City and primary lender.

**g. Multi-Unit Property** – If the property has rental units, the owner or realtor will be asked to secure tenant data and copies of the existing leases.

**h. Initial Inspection** – CDD shall make an initial inspection of all housing units within a building to determine if there are code violations or conditions that must be corrected. CDD will identify the required improvements in writing.

**i. Meeting Appropriate Codes** – Properties to be purchased through the Homebuyer Loan Program must meet housing quality standards, lead standards, and local code requirements before occupancy. A structure which requires more than \$5,000 of improvements per unit may require an assessment of lead conditions by a licensed risk assessor or the CDD may presume there is lead.

**j. Projects Requiring Improvements** – If the required improvements are to be funded by any of the City's rehabilitation programs, the applicant shall follow the procedures of those programs.

**k. Defining Costs and Funding Resources** – After construction costs are defined, city staff will determine the final total development costs including rehabilitation loans. CDD will proceed with the funding package only after it has

been determined that the purchase will result in a monthly payment that does not exceed the amount identified as affordable to the applicant(s).

**l. Financing Package** – The applicant(s) will seek approval of the prime lender and HOME loan. CDD will submit to the request to the loan committee for approval.

~~**m. Interim Financing (Lease Only)** – The City/AHDC shall complete an application for interim financing to purchase the property.~~

**n. Notices**

**1) Acceptance**—Applicant(s) will be notified of acceptance through a written Commitment Letter.

**2) Rejection** – If the request is rejected, CDD will notify the applicant(s) in writing and give the reason(s) for rejection.

**o. Tenant Notification** -- Letters shall be sent to the tenants if there will be permanent displacement.

**p. Insurance** – The participant is required to maintain fire, liability and other hazard insurance on the property for the full term of the note and for an amount at least equal to the total value of all mortgages held on the property, or an amount at least sufficient to cover coinsurance requirements in the State of Maine. The City will be named as a mortgagee on the policy and the participant shall provide evidence of insurance.

**q. Assumability**

~~**1) Lease Projects Only** – The applicant(s) and AHDC shall be co-applicants for the Rehabilitation Loan. The applicant(s) will assume the loan at the closing for permanent financing.~~

~~**2) All Other Projects**—The HOME Loan is not assumable.~~

**r. Subordination** – Subordination of the HOME loan is generally not allowed. Exceptions will be made for documented emergencies on a case by case basis by CDD. CDD may request documentation in order to evaluate the request. Refinancing may be allowed for the following reasons:

1) limited to the existing first mortgage balance plus reasonable closing costs if refinancing places owner in a better economic situation and does not diminish the City's financial position in the property;

2) exorbitant medical expenses;

- 3) loss of husband/wife;
- 4) documented system failure (two estimates from reputable contractors);  
or
- 5) legal expenses incurred that would affect the health or stability of the household.

~~s. Management during Lease Period – Auburn~~

~~1) Monthly Payments – The lessee will make monthly payments to the City of Auburn. The CDD will establish an escrow account for taxes and insurance, savings for down payment, and maintenance, and will make the payment to the first mortgage holder. If payment is not received, the City may decide to make the first mortgage payment for the lessee and determine what new restrictions or default proceedings the City shall follow as a result thereof.~~

~~2) Financial Management – An Action Plan, an agreement between the CDD and the applicant, shall establish the conditions the lessee must meet to regularly pay debt, reduce debt, increase savings or any other conditions that must be met during the lease period. The lessee and CDD shall meet on a regular basis as determined by the Action Plan to evaluate progress.~~

~~3) Lease Period Default – A default shall be a failure to comply with the provisions of the Lease Agreement or Action Plan whereby the Lease Agreement may be terminated. The lessee shall be required to vacate the property in accordance with Maine eviction laws.~~

**t. Monitoring** – A recipient of HOME funds is required to own and occupy the property purchased with HOME funds as a principal residence for a specified period of time. CDD will monitor ownership during the recapture period. A default shall occur if the owner ceases to occupy or transfers the interest in the subject property, or fails to respond to requests for occupancy documentation and the HOME loan shall come immediately due.

**J. FEDERAL AND STATE REGULATIONS, AS MAY BE AMENDED**

**1. Equal Employment Opportunity** – The applicant must abide by the Provisions of Executive Order 11246 concerning equal employment opportunity.

**2. Flood Hazard Insurance** – If the property to be improved is located in a Designated flood hazard area, the applicant is required to provide evidence of flood hazard insurance coverage and abide by the regulations of the Flood Disaster Protection Act of 1973.

**3. Civil Rights** – The applicant will be required to comply with Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988, barring discrimination upon the basis of race, color, religion, creed, sex, handicap, familial status, or national origin in the sale lease rental, use or occupancy of the subject property.

**4. Conflict of Interest** – No elected or appointed official or employee of the City of Auburn or Lewiston and no members of any municipal board or committee which exercises any decision making functions with respect to the CDD, shall participate in negotiating or shall exercise any influences in awarding or administering any contract in which he has a direct or indirect pecuniary interest as that terms is defined by 30 M.R.S.A. Section 2250

**5. Lead Based Paint** – If the project involves a property that was constructed prior to 1978, all Title X Lead Based Paint standards shall apply.

**6. Environmental Review Procedures** -- The city shall conduct an environmental review including, but not limited to determination of whether the property is historically significant and whether the property is located in a flood zone, and shall communicate any findings and special considerations to the applicant.

**7. Uniform Relocation Act** – The Homebuyer Loan Program shall comply with the Uniform Relocation Act with respect to tenants who may be permanently or temporarily displaced.

# **Master Policy 12-2**

## **AUBURN-LEWISTON CONSORTIUM**

### **HOMEOWNER REHABILITATION LOAN PROGRAM GUIDELINES**

#### **A. INTRODUCTION**

The Cities of Auburn and Lewiston have formed a consortium to qualify for HOME Investment Partnerships Program funds whereby the grant is shared by both cities. The Home Owner Rehab Program guideline describes assistance that is available to enable low- and moderate-income households to improve the unit they occupy and is available in either city.

#### **B. PROGRAM OBJECTIVE**

The objective of the Homeowner Rehabilitation Loan Program is to improve the housing quality of low- and moderate-income property owners by eliminating substandard housing conditions by upgrading the property to meet code requirements for existing buildings, making the building energy efficient, and making general improvements to improve home livability. The Homeowner Rehabilitation Loan Program is subject to all HOME Investment Partnerships Program regulations.

#### **C. OUTREACH**

Community Development Department staff is responsible for providing outreach to encourage a full range of potential clients. This shall be accomplished through marketing to homebuyer education classes, newspaper articles, and advertising the availability of the Home Ownership Rehabilitation Program. Advertisements shall include a non-discrimination statement. Outreach shall be done in accordance with the Consortium's Affirmative Marketing Plan.

#### **D. PARTICIPANT ELIGIBILITY**

1. The applicant's household income is less than 80% of median income. An eligibility determination based on income shall be valid for a six-month period.
2. The unit to be improved must be owned by the applicant at the time of closing.
3. The unit will be occupied as the principal residence of the applicant. If the owner ceases to occupy the unit as principal residence during the affordability period, the loan will be considered in default and full repayment will be required.

#### **E. PROPERTY ELIGIBILITY**

1. The property must be located in Auburn or Lewiston.
2. The applicant must own or have a written agreement to purchase the property to be improved.

3. The property must be one of the following approved forms of ownership: fee simple title, 99-year lease, condominium, or cooperative housing.
4. The property must be a single family 1-4 dwelling units, manufactured or mobile home, condominium or cooperative unit. Mixed-use properties, properties containing commercial uses, are not eligible.
5. Only the owner's unit is eligible for HOME financing. For multi-dwelling properties with rental units, the units occupied by tenants must be improved to meet Housing Quality Standards and may be accomplished through other Community Development Programs.

#### **F. IMPROVEMENT STANDARDS**

1. After completion, the unit must comply with the program's rehabilitation standards and local and state codes. Community Development Department staff (CDD) will determine the requirements for building improvements.
2. Eligible improvements are of an essential and permanent nature and may include but not limited to:
  - a. structural repairs;
  - b. energy improvements;
  - c. lead-based paint hazard reduction;
  - d. accessibility for disabled persons;
  - e. repair or replacement of major housing systems;
  - f. incipient repairs and general property improvements of a non-luxury nature;
  - g. retaining walls and utility connection;
  - h. finishing of unfinished areas to add space to a dwelling unit to make it properly sized for the occupants according to applicable HUD standards;
  - i. improvements which would generally increase the economic viability of the property;
  - j. engineering and architect costs;
  - k. landscaping limited to correction of a drainage problem;
  - l. non-living space limited to demolition of deteriorated structure, structural repairs, and weather protection; and
  - m. fencing when required to correct a hazardous condition.
4. Improvements that are ineligible are:
  - a. new construction;
  - b. paving;
  - c. appliances or furnishings;
  - d. rehabilitation costs attributed to other housing units in the property.

| ~~5. The CDD will determine the order of priority for property improvements according to the following guidelines:~~

- ~~\_\_\_\_\_~~ a. Correction of code violations and conditions affecting health and safety;
- ~~b. Correction of incipient deficiencies;~~
- ~~\_\_\_\_\_~~ c. Energy conservation measures; and
- ~~d. Reasonable, non-luxury home improvements as determined by the CDD.~~

## **G. LOAN TERMS**

1. The minimum loan is \$1,000.
2. The maximum loan amount is ~~\$25,000.~~ \$35,000
- ~~3. The interest rate will be between is 0% (non-interest bearing) to 3% interest as determined by the Loan Committee based on financial capacity of the applicant~~
- ~~4.3. The loan term shall be established by CDD and Loan Committee based on financial capacity of the applicant. The maximum term is 30 years. When the project includes home purchase in the financing package, the term may be 40 years if the extended term is required to meet the loan underwriting standards.~~
5. There is no match requirement.

### **6. Recapture**

a. Based on the combined HOME loans to applicant(s), the property to be purchased shall be occupied by the applicant(s) as a principal residence for the minimum periods as follows:

- 1) 5 years if total of HOME loan(s) are less than \$15,000
- 2) 10 years if total of HOME loan(s) are between \$15,000 and \$40,000;
- 3) 15 years if total of HOME loans(s) are over \$40,000.

b. The recapture period shall commence when the HOME rehabilitation is complete and a project completion certification has been issued by CDD. If the property is sold, transferred, or the owner ceases to occupy the property prior to the end of the recapture period, the principal balance of the HOME loan shall be immediately repaid.

## **H. UNDERWRITING**

1. The maximum HOME loan shall be based on the actual cost for the owner's unit and a proportional cost for common improvements based on the ratio of the owner's units to the total units in the building.
2. The after rehab value of the HOME assisted property will not exceed the limits established under:
  - a. Section 221(d)(3)(ii) of the National Housing Act, and
  - b. 95% of the FHA median price purchase price limit.

Documentation shall include either an appraisal or a comparable tax assessment value as determined by the Tax Assessor.

4. All debt shall not exceed 42% of gross income.

## **I. APPROVAL**

### **1. Approval of Auburn Loans**

HOME Loans will be reviewed by the Community Development Loan Committee (Committee) who will be responsible for making decisions to approve or deny loan requests and to establish loan conditions.

### **2. Approval of Lewiston Loans**

HOME Loans will be reviewed by the Loan Qualification Committee (Committee) who will be responsible for making decisions to approve or deny loan requests and to establish loan conditions.

### **3. Appeal Procedure**

The reason(s) for rejection shall be given to the applicant. HOME Loans that have been denied may be appealed to the Committee for a period of thirty days after the date of rejection. The applicant(s) will be allowed to present his/her case to the Committee. The Committee may reconsider a prior vote to deny the application after the appeal review has been complete. A decision will be made by the Committee immediately after the appeal has been heard.

### **3. Loan Considerations**

In approving or denying loan requests, the Committee shall be guided by the following loan considerations: cash flow; credit; payment of property taxes or acceptable arrangements; collateral coverage, and broader implications of public benefits including health and safety of the applicant.

## **J. PROGRAM ADMINISTRATION**

### **1. Non-Discrimination**

Administration of this program shall be in accordance with Title VI of the Civil Rights Act of 1964. No person shall, on the ground of race, color, national origin, be excluded from participation in, be denied the benefits of, or subjected to discrimination under this program.

### **2. Application Priority**

Applications shall be processed on a first-come, first-served basis. CDD shall use the receipt date of a complete application to establish the order of priority. The applicant will be notified if there is funding available to proceed with the project and if there is inadequate funding, then the application may be placed on a Homeowner Rehabilitation Waiting List.

### **3. Definitions**

#### **a. Household Income**

1) When determining whether a household is income eligible, CDD will calculate annual income using the Census long-form method-IRS Form 1040 method as defined by the Department of Housing and Urban Development.

2) For the purpose of determining eligibility, CDD will calculate annual household income by projecting the prevailing rate of income of each person at the time assistance is requested. Estimated annual income shall include income from all household members.

3) Income may include wages, salaries, overtime, bonuses, fees, tips, commissions, interest and dividend income, net rental income, child support/alimony, Social Security benefits, SSI, retirement, pension or annuity, TANF, unemployment benefits, worker's compensation, and disability or benefits from any source.

**b. Household** includes all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together or any other group of related or unrelated persons who share living arrangements.

**c. 80% of Area Median Income** is the maximum income a household can earn, adjusted by household size, in order to qualify as low- to moderate income and be eligible for the Homeowner Rehabilitation Loan Program. Income limits for Lewiston-Auburn SMSA are provided by the Department of Housing and Urban Development, and are revised annually.

**d. Community Development Department staff** (CDD) is the contact person designated as the City's representative to process loan applications in Auburn or Lewiston.

**e. Rehabilitation Costs** -- The total of contractor estimates from the lowest eligible contractors, self-help expenses, and the contingency determined to be reasonable by

CDD.

f. **City** -- Either the City of Auburn or City of Lewiston, as applicable.

#### 4. Application Procedures

This section shall set forth the procedures for administering the Homeowner Rehabilitation Loan Program.

##### a. Applications

1) **Priority** -- Applications will be processed on a first come, first served basis. CDD shall establish a priority processing list based on the receipt date of a complete application.

2) **Initial Application** -- An application may be obtained from the Community Development Department. A complete application shall include verification of income. An incomplete application will be returned to the applicant.

3) **Income Verification** -- The applicant(s) shall provide documentation of all income sources and a federal tax return. CDD shall make a determination of preliminary eligibility based on household size and income.

a) A certified financial statement or additional documentation from an accountant or other acceptable source may be required of an individual whose income is from corporation, partnership, or other business enterprise.

b) If a loan has not closed within six months from the initial income verification, the applicant(s) must submit new income documentation to re-establish eligibility.

~~4) **Letter of Eligibility** -- A letter shall be issued by CDD describing the eligibility status, deadlines, and other conditions or requirements.~~

b. **Multi-Unit Property** -- If the property has rental units, the owner will provide rental costs, and information about tenants.

c. **Initial Inspection** -- CDD shall make an initial inspection of all housing units within a building to determine if there are code violations or conditions that must be corrected. Community Development staff will identify the required improvements in writing. Once the owner has reviewed the inspection report, CDD will prepare technical specifications for contractor bidding.

d. ~~**Meeting Appropriate Codes**~~ **Rehabilitation Standards** -- HOME assisted properties must meet housing quality rehabilitation standards, lead standards, and local code

requirements within six months of the loan closing. A structure which is unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitutes a fire hazard, or is otherwise dangerous to human life or the public welfare, or which involves illegal or improper occupancy or inadequate maintenance does not satisfy housing quality standards and code requirements.

**e. Lead** – A structure which requires more than \$5,000 of improvements per unit may require an assessment of lead conditions by a licensed risk assessor. The CDD must consider whether the rehabilitation calls for lead hazard control measures.

**1) Risk Assessment** – A risk assessment will identify whether lead hazards exist and what type of methods must be used to control them. It will be necessary to perform clearance testing of the construction area to confirm the absence of lead hazards after the work is completed. All testing costs will be paid by the CDD.

**2) Priorities**--The order of priority for repairs will be determined by the risk assessment report according to the following criteria:

a) Surfaces that are found to contain lead-based paint levels greater than 9.9 mg/cm<sup>2</sup> and are in poor or fair condition.

b) When a component that contains lead-based paint is being repaired because it is in fair condition, the entire surface area may be included in the scope of work.

**3) Displacement** -- The Contractor, owner and CDD will work closely to minimize the need to displace occupants of a dwelling unit. If a tenant must move in order to insure that they are not adversely affected by the corrective work, the owner and CDD will arrange for the relocation. CDD shall pay for temporary moves according to its Residential Anti-Displacement and Relocation Assistance Plan.

**f. Construction Proposals Bids** -- The applicant shall obtain proposals for the rehabilitation

work. Two proposals are required for all major work except when the improvement cost is less than \$1,000, or the applicant has attempted to and has been unable to secure a second bid. The applicant is not bound to contract with the lowest qualified bidder, but in the event of choosing the higher bid—the applicant must provide private funding for the difference in cost. The loan amount will be calculated based on the lowest estimate. Contractors may either be selected from a list of eligible contractors as maintained by the CDD or be able to meet eligibility standards. No contractor may be selected who has been designated ineligible by the CDD. Each contractor will give a proposal on the CDD specification/bid form. The contractor must, if requested, provide a cost breakdown on each portion of the work he is bidding. The contractor must sign the proposal sheet. The CDD may require that information pertinent to materials be submitted for approval.

1) The applicant may choose one of two options for obtaining construction

bids.

- a) Applicants may secure their own bids from contractors of their preference without the assistance of the Community Development Department. Three bids will be required.
- b) Applicants may request that the Rehab Coordinator secure bids on their behalf. The Rehab Coordinator will notify all contractors on Auburn's Contractor List of the project, hold a pre-bid meeting on site, and accept bids on behalf of the applicant at a specified time and place.
- c) Contractors may be selected from a list of eligible contractors as maintained by the City of Auburn CDD or contractors must be able to meet the Community Development Department's eligibility standards. No contractor may be selected who has been designated ineligible by the CDD.
- d) The applicant is not bound to contract with the lowest qualified bidder, but in the event of choosing the higher bid the applicant must provide private funding for the difference in cost. All loan amounts will be calculated based on the lowest estimate.
- e) Each contractor will give a proposal on the CDD specification/bid form. The contractor must, if requested provide a cost breakdown on each portion of the work he is bidding. The contractor must sign the proposal sheet. The CDD may require that information pertinent to materials be submitted for approval.

**g. Contractor Eligibility Standards**

**1) Insurance** -- The contractor and subcontractors shall carry Worker's Compensation Insurance for all their employees in accordance with the Worker's Compensation laws of the State of Maine. The contractor and subcontractors shall carry Manufacturer's and Contractor's Public Liability Insurance with a limit of \$300,000 for personal injury or death and \$100,000 for property damage. The CDD may require bonding for contracts in excess of \$100,000. The CDD will require evidence of insurance prior to signing a construction contract.

**2) License and Qualifications** --The contractor shall have in effect a license if required by the State of Maine. The contractor must have completed a Department of Environmental Protection approved lead-smart renovator's course, if pertinent to the work being performed.

**3) Credit** -- The CDD may require a list of credit references, names of suppliers, name of bank where contractor does business, and names and addresses of recent

home improvement customers.

**4) Skill and Equipment** – The construction contractor can satisfactorily demonstrate that he/she and/or their subcontractor(s) have the necessary skills and equipment to perform the work in an efficient and expedient manner.

**h. Ineligible Contractors** - Where a contractor fails to comply with the eligibility standards set forth above, or commits one or more of the following violations, the CDD shall remove the contractor from the list of eligible contractors and shall designate the contractor to be ineligible. The applicant will not award any rehabilitation work, other services, materials, equipment, or supplies to be paid for, in whole or in part, with the proceeds of the loan to any contractor or subcontractor whom the CDD has designated as ineligible. The CDD shall designate a contractor to be ineligible if it finds that the contractor has:

- 1) Committed one or more material violations of its obligations under a rehabilitation contract and has failed to cure all such violations promptly after 10 days written notice by the applicant or the CDD.
- 2) Engaged in a pattern of delayed performance or failed to complete the work under a rehabilitation contract, and has received written notice of such delay.
- 3) Failed to communicate in a courteous, prompt and professional manner, and such failure continued after written notice by the applicant or the CDD.
- 4) Committed fraud and other illegal acts against the applicant or the City, including but not limited to kickbacks and collusion.
- 5) Failed to pay subcontractors or suppliers on a timely basis, allowed a lien to be placed on the applicant's property, or otherwise failed to maintain good credit, and such failure continued after written notice by the applicant or the CDD.
- 6) Threatened, intimidated, or harassed the applicant or CDD.

Once the CDD has designated a contractor to be ineligible, the Contractor shall remain ineligible for a minimum of two years, and shall remain ineligible thereafter until the CDD determines, in its sole discretion, that the contractor has taken all necessary steps to ensure that no further violations will occur, provided that in the case of violations of Sections 9 (d) or 9(f) above the Contractor shall remain permanently ineligible.

**i. Labor Performed by the Owner** -- A property owner may complete some or all of the tasks required to rehabilitate his/her property if he/she has the degree of skill required to perform the work involved. Self-help is usually appropriate for the accomplishment of tasks of an unskilled nature such as general cleanup, demolition, cartage and disposal of debris, and for work that involves minimal use of costly material and equipment.

**1) Materials and Workmanship** --The CDD will require information regarding the cost of materials for any self-help work prior to approval of the loan. The CDD may require evidence of workmanship on previous projects before accepting the owner's intention to do his/her own work. The amount of the loan may include funds to pay for the materials and rental of equipment to be installed by self-help.

**2) Self-Help Contract** – The Owner will be required to sign a self-help contract that describes the tasks to be accomplished and a deadline for completion. The project deadline shall be within 6 months of the loan closing date.

**3) Qualification** -- The owner must have completed a Department of Environmental Protection approved lead-smart renovator's course, if pertinent to the work being performed.

**j. Private Lender's Loan** – When additional funds are required to complete the project, the applicant will have the option of using cash or borrowed funds. Additional funds will be deposited into a segregated City account and will be subject to disbursement of funds procedures defined in this guideline. Any funds provided by the Owner or private lenders are subject to the same contractor and self-help requirements as the City's loan.

**k. Community Development Loan Committee** - The application is presented to the Committee who is responsible for awarding loans.

**l. Notices** --

**1) Acceptance**—Applicant(s) will be notified of acceptance through a written Commitment Letter.

**2) Rejection** – If the request is rejected, Community Development staff will notify the applicant(s) in writing and give the reason(s) for rejection.

**m. Tenant Notification** -- Letters shall be sent to the tenants if there will be permanent displacement.

**n Loan Closing**-- A loan closing shall be completed prior to contractors starting work and shall include, but not be limited to a mortgage instrument to be recorded at the Androscoggin Registry of Deeds, and a promissory note in the full amount of the City's loan. The participant will sign a Rehabilitation Agreement stipulating additional conditions of the loan and Self-Help Contract for any work being done by the participant.

**o Amended Loans** - If unforeseen project costs exceed the approved rehabilitation loan, the CDD may increase the loan by \$1,000 without approval of the Committee provided the amended loan will not exceed the maximum loan amount.

**p. Insurance** – The participant is required to maintain fire, liability and other hazard insurance on the property for the full term of the note and for an amount at least equal to the total value of all mortgages held on the property, or an amount at least sufficient to cover coinsurance requirements in the State of Maine. The City will be named as a mortgagee on the policy and the participant shall provide evidence of insurance.

**q. Construction Contract** – The owner and contractor will sign a contract signed at the time of loan closing which is acceptable to the CDD. Assurance will be required of the contractor and owner that the rehabilitation work will be carried out efficiently and within a reasonable period of time. The contractor shall secure all necessary permits prior to the start of work at his/her own expense. The contractor shall contact the CDD for approval of each phase of the work. No change to the rehabilitation contract work shall be allowed unless approved by the CDD, owner, and contractor. Any changes involving cost will be supported through the execution of a change order between the contractor and owner.

**r. Inspection** - The CDD shall have the right to inspect all rehabilitation work financed in whole or in part with the proceeds of the loan. The CDD will inform the owner and/or contractor of any noncompliance with respect to the rehabilitation work and the corrective action needed. The CDD will verify that all work has been completed according to the specifications. No payment shall be made until the work is acceptable. The owner will take all steps necessary to assure that the CDD is permitted to examine and inspect the rehabilitation work.

**s. Escrowing of funds** - The CDD will act as escrow agent for the City loan, as well as permit the CDD to disburse such funds to the owner and/or the contractor in the manner set forth in the contract between applicant and contractor. The CDD may require lien waivers as a condition of payment.

**t. Disbursement of Funds** - After receiving appropriate invoices, receipt of lien waivers for invoices over \$5,000, and inspecting the rehabilitation work, progress payments shall be authorized by the CDD. Unutilized funds may be applied to reduce the principal or may be used to complete additional work as approved by the CDD.

**u. Records** - The applicant agrees to keep such records as may be required by the CDD with respect to the rehabilitation work financed in whole or in by the loan and, furthermore, when the rehabilitated property contains rental units, the applicant agrees to keep such records as may be needed by the CDD with respect to income received and expenses incurred from this property. The applicant will, at any time during normal business hours, and as often as the CDD may deem necessary, permit the CDD to have full and free access to its records with respect to the property.

**v. Assumability** -- Loans are generally not assumable with the exception of Home Owner projects where the applicant was a lessee.

**w. Subordination** – Subordination of the HOME loan is generally not allowed. Exceptions will be made for documented emergencies on a case by case basis by Community Development staff. CDD may request documentation in order to evaluate the request. Refinancing may be allowed for the following reasons:

- 1) limited to the existing first mortgage balance plus reasonable closing costs if refinancing places owner in a better economic situation and does not diminish the City's financial position in the property;
- 2) exorbitant medical expenses;
- 3) loss of husband/wife;
- 4) documented system failure (two estimates from reputable contractors); or
- 5) legal expenses incurred that would affect the health or stability of the household.

**x. Cancellation** – A loan approval shall be valid for 6 months. If there has been no loan closing or commencement of work, it will be necessary for such a loan to be reconsidered by the Community Development Loan Committee.

~~**y. Monitoring** – A recipient of HOME funds is required to own and occupy the property as a principal residence for a specified period of time. Community Development staff will monitor ownership during the recapture period. A default shall occur if the owner ceases to occupy or transfers the interest in the subject property, or fails to respond to requests for occupancy documentation and the HOME loan shall come immediately due.~~

## **K. FEDERAL AND STATE REGULATIONS, AS MAY BE AMENDED**

**a. Equal Employment Opportunity** – The applicant must abide by the provisions of Executive Order 11246 concerning equal employment opportunity.

**b. Flood Hazard Insurance** – If the property to be improved is located in a Designated flood hazard area, the applicant is required to provide evidence of flood hazard insurance coverage and abide by the regulations of the Flood Disaster Protection Act of 1973.

**c. Civil Rights** – The applicant will be required to comply with Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988, barring discrimination upon the basis of race, color, religion, creed, sex, handicap, familial status, or national origin in the sale lease rental, use or occupancy of the subject property.

**d. Conflict of Interest** – No elected or appointed official or employee of the City of Auburn and no members of any municipal board or committee which exercises any

decision making functions with respect to the Community Development Programs, shall participate in negotiating or shall exercise any influences in awarding or administering any contract in which he has a direct or indirect pecuniary interest as that terms is defined by 30 M.R.S.A. Section 2250

**e. Lead Based Paint** – If the project involves a property that was constructed prior to 1978, all Title X Lead Based Paint standards shall apply.

**f. Environmental Review Procedures** -- The city shall conduct an environmental review including, but not limited to determination of whether the property is historically significant and whether the property is located in a flood zone, and shall communicate any findings and special considerations to the applicant.

**g. Uniform Relocation Act** – The city shall comply with the Uniform Relocation Act with respect to tenants who may be permanently or temporarily displaced.

# **Master Policy 12-3**

# Homeowner Emergency Loan Program (HELP)

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## Program Overview

HELP is available to assist low-income homeowners in the City of Lewiston who need immediate assistance to address health and life safety issues.

## Program Criteria

Property Eligibility: To be eligible, the property must be an owner occupied single family home located anywhere in the City of Lewiston. The qualification process will include an inspection for health and life safety hazards as determined by the City's electrical, building and plumbing inspectors, water and sewer department and fire inspectors.

Applicant Eligibility: The applicant must have proof of ownership of the property, household income must be at or below 115% of Median Family Income as defined by HUD, and maintain hazard insurance on the property.

City Assessments: Applicants may not be delinquent on property taxes, water or sewer bills, or have any outstanding or delinquent accounts on the property.

Cost Estimates: Applicants are required to obtain two bids by qualified independent contractors. Funding for approved projects will be based on the lowest and most qualified bids; however, applicants may choose any of the submitted bidders but will be responsible for paying the cost that exceeds the lowest qualified bidder. No self-help is allowed.

Eligible Expenses: Health and life safety hazards as determined by the City's electrical, building and plumbing inspectors, water and sewer department, and fire inspectors (such as malfunctioning furnaces, water leaks, means of egress, etc.).

Loan Approval: Due to the emergency nature of the program, the Director of the Economic and Community Development Department has the authority to approve loans rather than the Loan Qualification Committee. Same underwriting guidelines will be followed as in the City's regular lending programs.

Maximum Funding Available per Project: Up to \$7,500 per property.

## Terms of the Loan:

- Homeowners whose income is at or below 50% of Median Family Income (MFI) may qualify for a deferred loan at 0 % interest up to 10 years;

- Homeowners whose income is at 51-80% of MFI may qualify for a 1% interest loan up to 10 years;
- Homeowners whose income is at 81-115% of MFI may qualify for a 2% interest loan up to 10 years.

Matching Funding: No match required.

Funding Agreement: Applicants must sign a funding agreement with the City prior to commencing improvements.

Federal, State, and Local Requirements May Apply: Most of the funding available to the City for grants and loans comes from federal or state sources, which means there are some restrictions or requirements that must be met.

Funding Source: Community Development Block Grant (CDBG)

# **Master Policy 12-4**

# Rental Rehabilitation Loan Program

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## **Program Overview**

The City's Rental Rehabilitation Loan Program is a key aspect of the housing redevelopment strategy for the City. Our intent is to concentrate funding in the downtown area to rehabilitate small 1-4 unit rental housing stock, improve the overall image of the downtown, and create affordable and sustainable housing.

The City's program is being funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program and administered by the City's Economic and Community Development Department. Funding will be concentrated in downtown Census Tracts 201, 202, 203, and 204, which has the largest concentration of small rental housing units. (See Appendix 1: Map of the Target Area).

CDBG funding is the most flexible federal funding resource available to the City and works well with other federal funds such as weatherization, lead hazard control, and green and healthy homes funding. The City intends to maximize the amount of funding available for rehabilitation of these smaller properties by blending funding available from other sources.

## **Program Criteria**

**Property Eligibility:** To be eligible, the property must be a small rental property and be located in the target area; may be owner occupied or an investor owned property; and must in "good standing" with Code Enforcement.

**Applicant Eligibility:** The applicant must have proof of ownership of the building; must be current on all City assessments; if owner occupied, must be at or below 80% of Median Family Income (MFI); and may not be elected or appointed City Official. At least 51% of the rental units in the property must be occupied by low-moderate income residents. (See Appendix 3: Median Family Income Guidelines). As part of the application, the owner must provide Tenant Income Verification Forms filled out and signed by the tenant. (See Appendix 4: Tenant Income Verification Form).

**Affordability Requirements:** Applicants must rent to low-moderate income residents for a period of one year. (See Appendix 2: Fair Market Rents). See Boilerplate for detailed description.

**City Assessments:** Applicants may not be delinquent on property taxes, personal property taxes, trash, water or sewer bills, or have any outstanding or delinquent accounts on any property of which they are a principal owner within the City of Lewiston. Applicants must demonstrate a record of compliance with the City of Lewiston's codes, ordinances and policies and any other local, state, or federal rules and regulations that apply. Isolated violations will not be considered as a failure if addressed in a cooperative manner.

**Eligible Expenses:** Allowable improvements are defined as basic and necessary items that improve the basic livability, safety, or utility of the residence. They must meet International Property Maintenance Code (IPMC); Housing Quality Standards (HQS): and applicable codes.

Examples may include:

- Repair or replacement of inadequate roofs, heating, electrical, or plumbing systems.
- Insulation, paint, siding, floors, ceilings, walls, and windows.
- Removal of asbestos, lead paint or other hazardous substances. (See boilerplate for certifications and instructions)
- Accessibility improvements.
- Energy improvements.

**Ineligible Expenses:** Improvements that are not eligible source include but are not limited to:

- Appliances, furniture, or other personal items.
- New construction of decks, patios, sheds, or other outbuilding.
- Fences, Landscaping.
- Hot tubs, whirlpool bath or saunas.
- Project improvements commenced prior to the receipt of a signed funding agreement from the City (except architectural design).

**Maximum Funding Available per Project:**

Three tiers of funding may be available based upon funding available to the City: Minor, Moderate, or Substantial Rehabilitation. We anticipate that most of the funding will be in the Minor to Moderate categories with Substantial Rehabilitation limited to elements of a larger City project.

1) **Minor Rehabilitation:** Loans of up to \$7,500/unit for Minor rehab refers to repairs (activities short of replacements that maintain the home) and improvements (activities that enhance the residential structure) of a minor nature; work in support of weatherization such as lead hazard control; health and safety issues as they relate to smoke detectors, CO monitors, etc.

2.) Moderate Rehabilitation: Loans of up to \$10,000/unit for Moderate rehab involve more extensive improvements such as new wiring and heating and cooling systems as well as new cabinets, fixtures, and finishes, in addition to health and safety issues etc.

3.) Substantial Rehabilitation: Loans can be up to \$25,000/unit and/or \$28/sq ft of heated occupiable space. Substantial rehab entails removal of all interior walls and mechanical equipment and installation of a new space plan.

**Financing Terms:** Terms will be tiered based upon income and ownership:

1.) Owner Occupied: Low-income household at or below 50% Median Family Income (MFI) are eligible for a deferred loan at 0% for ten years. Must be principal residence. Loan may be forgiven in 10% increments per year over the ten year period. If sold before the 10 year time frame expires, any remaining unforgiven balance must be repaid.

2.) Owner Occupied: Low income household @ 51-80% MFI – loan must be repaid at 1% interest over up to 20 years. If the owner moves to a principal residence other than the primary property securing the city loan, the loan rate will convert to the applicable Investor Owned rate.

3.) Investor Owned:

Principal residence inside Lewiston or Auburn, 2% up to 20 years

Principal residence outside Lewiston-Auburn, 3% up to 20 years

**Matching Funding:**, A 10% match per unit is required in the form of cash (no in-kind) from all applicants except low-income households at or below 50% MFI. Applicant may secure this match from a lender, owner equity, or insurance, etc. Match must be cash or liquid and available when the project is approved for funding. An award letter or letter of firm commitment from a lender will be used to verify match from sources other than owner equity. Once the application is approved for funding, each disbursement request must be matched with private funding by 10% of the invoice amount. (For each invoice, City will disburse 90% and owner will disburse 10%.) All of these forms of match are acceptable providing the funding is available at the time the project is ready to proceed. No self-help labor is allowed as match.

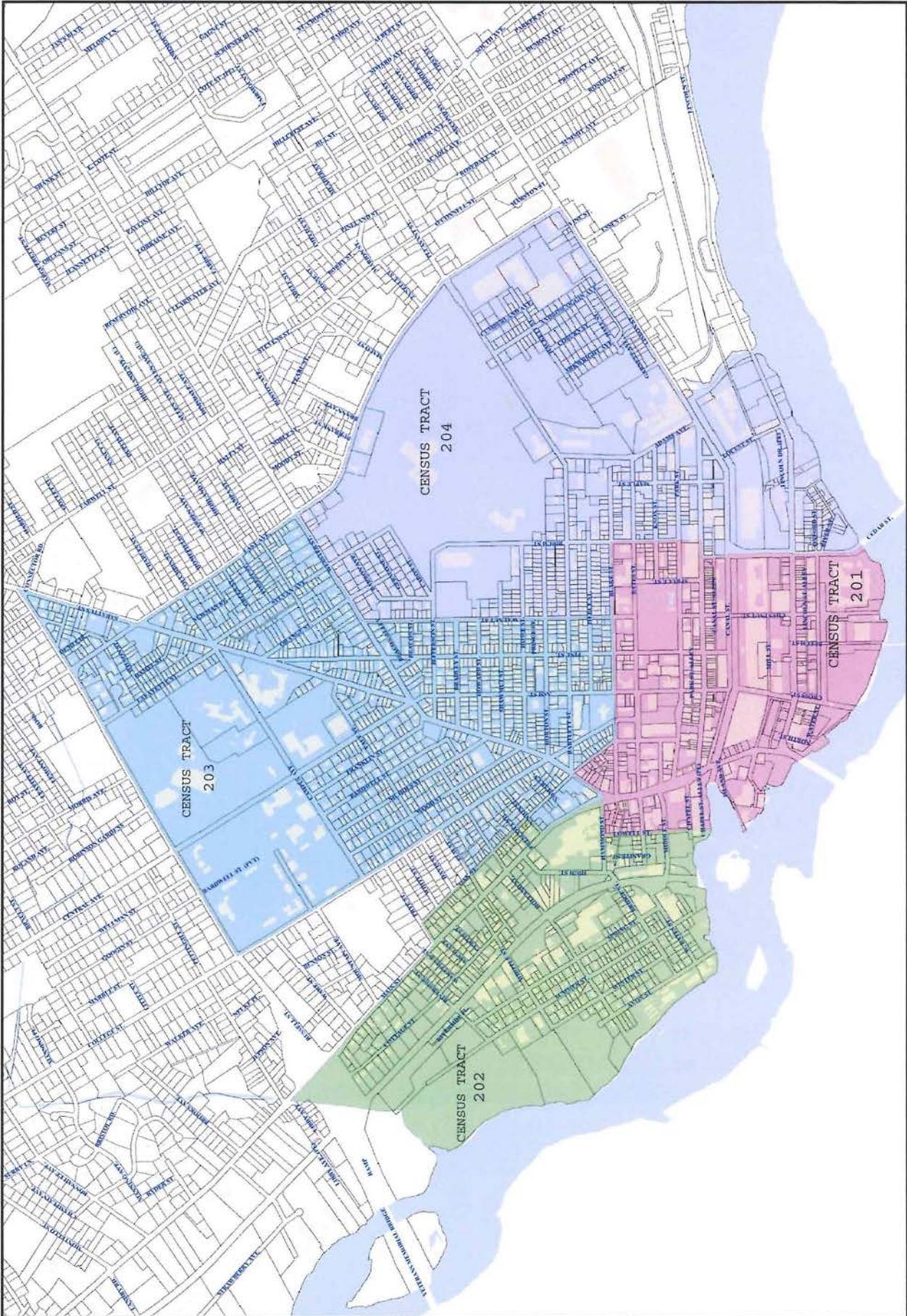
**Funding Agreement:** Applicants must have a signed funding agreement with the City prior to commencing improvements. Other than for architectural design, project expenditures made prior to the Loan Qualification Committee approval and execution of a funding agreement do not qualify as matching funds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

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

**Funding Source:** Community Development Block Grant (CDBG). Other federal, state, or local funding may also be used based on availability and at the City's discretion.



CDBG  
TARGET  
AREA  
JULY 2007



# **Boilerplate**

## **To Apply for a City Loan or Grant**

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

## **Application Submission**

The following items may be required submissions as part of the application package.

- a) Completed and signed application form and application checklist for documents required to be submitted
- b) Financial information is required with all applications including: household income; two years of personal income taxes; two months of personal bank statements; financial records on the property to be rehabilitated; a copy of current Hazard Insurance on the property; and other information as requested to make a determination on credit worthiness for a loan.
- c) Addresses of all properties in the City of Lewiston owned wholly or in part by the applicant.
- d) Current photograph of property to be improved
- e) Written description of the project improvements
- f) Two written bids/estimates for each component of the proposed scope of work needed to complete the project

## **Application Processing and Review**

Each application will be dated upon receipt in the Economic and Community Development Department offices on the Third Floor at City Hall. Only one original application is needed; however, applicants should retain a copy of the completed application. Each program description outlines the type of funding available as well as the maximum funding limit. You may request up to that limit; however, if the ask is not supported by the need, the City may fund a lower amount. You must meet the individual program and the financial guidelines for each type of program applied for. Owner's capacity to finance and complete the scope of the approved project on a timely basis is evaluated as part of the approval process.

## Verification of Information

Once the application is submitted, Community Development staff will verify all sources of income, assets, and matching sources. Third party written verifications may be needed. Credit reports will be obtained to determine credit worthiness of the applicant(s).

Community Development staff will conduct a title search on the property to make sure that the title is clear from liens and will complete property verifications with City Departments (Assessing, Finance, Water and Sewer, Treasurers, Code Enforcement, and Planning) on all properties owned by the applicant(s) in the City of Lewiston to ensure that there are no outstanding assessments or complaints against the properties. If there are outstanding assessments or complaints, the applicant will not be eligible for funding until the assessments are paid in full and the complaints cooperatively dealt with. Community Development staff will check the Federal, State, and local databases to determine whether or not the building is historic and, if so, the type of review needed. If federal guidelines require project review by the Maine Historic Preservation Commission, the approval process may take as long as 45 days. City staff will also check the Flood Map and the Wetlands Map to determine if there are any restrictions and requirements related to these issues on the property, and a GIS map of the property location will be printed and maintained in the application file.

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

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

Each funded activity must meet one of the three HUD national objectives: 1) low-moderate income benefit; 2) elimination of slum and blight; or 3) urgent need. In aggregate, at least 70% of all funds must assist low and moderate income persons over a 1-3 year period. Community Development staff will document and file the extent to which the project meets these National Objectives.

## CDBG Residential Program Definitions

### Affordability Guidance:

The affordability to low/moderate income tenants of Multi-unit housing (1-4 units) rents is determined in the following manner:

- a. Monthly rental charges for each dwelling unit in the property, at the time of application and during the affordability period, must not exceed the maximum Fair Market Rent (FMR) established by HUD minus the allowance for tenant paid utilities. The City loan programs follow the HUD approved FMR exception rents up to 120% of the established FMR and the utility allowance for tenant paid utilities as adopted by the Lewiston Housing Authority. (See Appendix b.
- b. Rents must remain affordable for a one (1) year affordability period after construction is finished and the loan goes into repayment. Rents cannot be raised for that year.

### Household Income:

- a. Income of all members of the household is considered for computing total household income. This may include wages, salaries, overtime, bonuses, fees, tips, commissions, interest and dividend income, net rental income, child support, alimony, Social Security benefits, SSI retirement, pension, or annuity, AFDC, unemployment benefits, worker's compensation, and disability or benefits from any source.
- b. For the purpose of computing income, a household shall be defined as all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.
- c. Exception -- An exception to calculating household income is for boarders of the applicant. A boarder is an adult who pays the market rate to rent a room and shares kitchen facilities with the applicant. The applicant must produce verification of rental income such as canceled checks and rental income on a federal income tax form. The gross income of the boarder will not be included in calculating the applicant's household income. Instead, the HUD Fair Market Rent for a 0 bedroom unit shall be added to

household income. The boarder will not be counted as a household member when calculating family size.

Investor: A property owner that does not live in the property to be rehabilitated who may receive rehabilitation assistance in order to improve housing conditions for low/moderate income tenants.

Mixed-Use: A property used in some part for residential purposes and in some part for non-residential purposes.

Owner-Occupied: An applicant who holds the entire ownership interest of a property and lives in one unit of the property as a primary residence.

Rehabilitation Costs: The total of contractor estimates from eligible contractors for the scope of the work. Part of this scope of work may include lead hazard control or abatement. The ECDD must consider whether the rehabilitation calls for lead hazard control measures. This may involve hiring a risk assessor or lead inspector who will determine whether lead hazards exist and what methods must be used to control them. All lead related contractors must have the proper certifications as required by HUD, EPA, and MEDEP. A copy of the certification will be required with the contractor's bid. If lead hazards exist, a clearance test of the construction area will be required from a licensed risk assessor to confirm the absence of lead hazards after the work is completed. The Contractor and owner will work closely to minimize the need to displace occupants of a dwelling unit as well as ensure no residents of the property are affected by lead hazards.

Residential Property: A property used entirely for residential purposes (household living space).

Target Areas: A designated neighborhood area defined by the Department for concentrated use of Community Development Block Grant Funds. Census Tracts 201, 202, 203, and 204 are designated as the "Target Area".

### **Risk Analysis and Underwriting Criteria**

All loans will be underwritten by staff or contractors of the Economic and Community Development Department.

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

- a. Debt Coverage Ratio (DCR) defined as the monthly debt compared to the monthly net income. The City will expect a DCR of at least 1.10
- b. Loan to Value Ratio (LTV) defined as the Total Loan Balances of the mortgages divided by the Fair Market Value of the Property. The LTV will not exceed 100% LTV (loan only)
- c. Commitment of other lenders/Terms of the Commitment/Subordination
- d. Repayment/Refinancing Collateral
- e. Matching source from an institutional lender, owner financing, insurance company, and/or any other source acceptable to the lender
- f. Track record of cooperation with Code Enforcement and other City departments
- g. Verification that all City Department assessments (taxes, City utilities, etc) have been paid

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

#### **Application Approval:**

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

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

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

#### **Approval/Disapproval of the Funding Request**

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

## **Appeal Process**

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

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

## **General Terms and Conditions for Participation in the City Programs**

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

Once the proposed work is approved for funding and a Commitment Letter is issued, Community Development Department staff will contact the owner to schedule an appointment for a loan closing. The following documents become part of the Funding Agreement between the City and the Owner: Commitment Letter, Terms and Conditions of the Program, Security Agreement or Mortgage, Promissory Note, Personal Guaranties of all owners, or other Agreements pertinent to the type of funding.

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

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

- b. Borrower will indemnify and hold harmless the City of Lewiston and its agents from any and all disputes or claims of any nature for damages which may arise from the performance of any rehabilitation activity.
4. If a Borrower fails to maintain the property at or above the minimum acceptable level prescribed by municipal codes, the City Treasurer may assess an interest penalty to be added to the Borrower's monthly payment. This interest penalty shall be equal to the unpaid principal of the loan after the code violations are discovered times one-twelfth of the annual effective interest rate of the matching bank loan, and shall be assessed each first day of the month thereafter, until the code violations are corrected. If there is no matching loan, the effective interest rate shall be the rate then in effect for delinquent property tax payments.
5. The Borrower's failure to make any monthly payment in full within thirty (30) days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within thirty (30) days of the date assessed, shall constitute a default.
6. The entire principal balance and all accrued interest shall become immediately due and payable without notice or demand upon the following events:
  - a. The Borrower's failure to make any monthly payment in full within 30 days of the date when due or the Borrower's failure to make full payment of any late charge or interest penalty within 30 days of the date assessed;
  - b. The commencement of any proceedings by or against the Borrower under any bankruptcy or insolvency laws;
  - c. The dissolution of, insolvency of, appointment of a receiver for, or assignment for the benefit of creditors of any property of the developer;
  - d. Loss of, substantial damage to, destruction of, sale of encumbrance upon (whether first or second position to this note and the mortgage securing this note), seizure of, levy against, attachment of, failure to pay any property taxes or other city utilities upon or insurance premiums on the project property
7. Rehabilitation Loans will require a security instrument which is acceptable to the City. The cost of preparation and registration of the security document will be the Borrower's responsibility to bear and will be payable to the City at the time of the loan closing.
8. A Borrower agrees to permit inspection by the City's ECDD and/or Code Enforcement personnel of the property, rehabilitation work, and all contract agreements, materials,

equipment, payrolls, and conditions of employment pertaining to the rehabilitation project.

9. The Borrower agrees to follow the procedures and conditions of all established and applicable municipal ordinances in the physical rehabilitation and maintenance of improved property. Work not meeting minimum standards and procedures established by code is unacceptable for disbursement of any loan funds.
10. Disbursement of Program funds:
  - Disbursement of all Rehabilitation Loan funds is made to the Borrower or the contractor upon request submitted to the City's ECDD. Invoices received by Monday, end of day, will be processed for payment no earlier than 3:00 pm on Wednesday of the following week.. Any rehabilitation work that requires a match will be paid in part by the owner as match and in part by the City.
  - Repayment of the loan will begin upon completion of the construction phase or six (6) months after the closing date, whichever occurs first.
  - The above is contingent upon approved activities being completed according to applicable municipal codes. No money will be disbursed to reimburse the Borrower for improvements made to the property which were not approved by the Loan Qualification Committee before they were commenced.
11. The Borrower is required to maintain hazard insurance on the improved property for the full term of the note and in a minimum amount equal to the total value of all mortgages held on the property. Prior to disbursement of program funds, the City shall be listed as a loss payee on the policy for the property.
12. The Borrower agrees to keep such records as may be required by the City of Lewiston with respect to the rehabilitation activities.
13. The Borrower further agrees to abide by all terms and conditions of Federal Regulations, including:
  - 1) **Federal Labor Standards:** The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603. This is applicable only to rehabilitation of properties with 9 or more rental units.
  - 2) **Lead-Based Paint Hazards:** Any Rehabilitation loans made by the City of Lewiston shall be subject to the current federal regulations contained in entitlement grant

regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards. All contractors must be certified under the RRP rule from EPA and any other applicable regulations.

3) **"Section 3" of the Housing and Urban Development Act of 1968:** The Borrower must comply with the Provisions of Training, Employment and Business Opportunities and will comply with Title IX Section 915, Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992; and in accordance therewith, in all work made possible by or resulting from this contract, affirmative action will be taken to ensure that residents (preferably lower income) of the City of Lewiston are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City of Lewiston are to the greatest extent feasible, awarded contracts. This is for contracts that exceed \$200,000.

4) **Flood Hazard Insurance:** If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.

5) **Fair Housing:** The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with the Fair Housing Act of 1968 as amended.

6) **The Civil Rights Act of 1964, codified:** The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of **the Civil Rights Act of 1964, codified** in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968, and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in the United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating agency will immediately take any measures necessary to effectuate this agreement.

7) **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.

8) **Interest of Members, Officers, or Employees of Operating Agency, Members of Local Governing Body, or Other Public Officials:** No member, officer, or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or commission, elected or appointed official of Lewiston, or employee of the City of Lewiston who exercises any decision-making functions or responsibilities regarding the Community Development Program shall have any direct or indirect pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.

9) **Bonus, Commission or Fee:** The Borrower cannot pay any bonus, commission, or fee for the purpose of obtaining the City of Lewiston's approval of the loan application or any other approval or concurrence required by the City of Lewiston or its designee to complete the rehabilitation work financed in whole or in part with the rehabilitation loan.

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

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

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

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

**INFORMATION:**

The City's Community Development staff is recommending amendments to the Commercial Loan Program policies regarding the Facade Improvement Program and Life Safety Grant/Loan Program.

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

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

The City Administrator recommends approval of the requested action .

*EAB/kmm*

**REQUESTED ACTION:**

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To amend the Commercial Loan Program Policy regarding the Facade Improvement Program and the Life Safety Grant/Loan Program, Policy Manual Number 27, as recommended by the Community Development Department staff and the City Administrator.



**City of Lewiston Maine  
City Council Resolve  
August 13, 2013**



**Resolve, Amending Master Policy 27 Commercial Loan Programs**

Whereas, the City of Lewiston is annually a recipient of federal Community Development Block Grant funding; and

Whereas, these funds are primarily to be used to benefit low to moderate income residents; and

Whereas, the removal of slum and blight, job creation, stimulation of economic development through financial incentives to create aesthetically pleasing areas to attract new business and consumers, and to stimulate private investment that results in the reutilization and tenancy in the upper floors of taxable downtown commercial and mixed use buildings are of benefit to low to moderate income residents; and

Whereas, clarification is needed to the language specifying what portion of city investment in projects utilizing Façade Improvement Program and Life Safety Grant/Loan Programs will be provided as grant money and what portion as a loan; and

Whereas, in order to increase the program income generating by these programs and to help insure their longevity, the interest rate on these loan programs is being increased from 0% to 3%;

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

Master Policy 27, *Commercial Loan Programs*, be amended to incorporate the changes shown in the attached pages by strike out of deleted language, and underlining of new language. These pages define the Façade Improvement Program and Life Safety/Grant Loan Program.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** Draft Proposed Amendments to Commercial Loan Programs – Master Policy 27  
**Date:** August 8, 2013

The City Council last amended the Commercial Loan Programs in September 2012. The primary changes to the programs included better defining the cap on funding available to any project under each program, changing the Façade Program from being purely a grant, to a mixed grant and loan program, and the Life Safety Grant/Loan Program was established.

The Façade Program has been one of the city's most popular commercial rehabilitation programs, and the Life Safety program has generated significant interest. Working with the programs over the last year, the need for further refinement of these two programs became evident. Driving the proposed changes is the relatively flat level of CDBG funding being received by Lewiston.

The demand for CDBG funding always exceeds the supply. To insure the long term viability of these programs they should generate program income. Until the changes made last year, the Façade Program had played a supporting role in making dramatic improvements to the facades of downtown buildings, but no money has flowed back to help keep the program capitalized. It has been solely dependent on new infusions of CDBG funds.

The changes last year converted the program to a 50% grant /50% loan, program, with loan terms at 0% interest for up to 10 years. As written, projects were capped at \$50,000, with the first \$25,000 provided as grant, the second \$25,000 as a loan. The Life Safety Grant/Loan program was built on the same template. This left open for interpretation what would happen if only \$25,000 of city funds were needed for a project. Would it be all grant; or would \$12,500 be grant, and \$12,500 loan?

The proposed changes to Master Policy 27, as shown on the attached, clarify that of the money invested by the City, 50% will be grant, and 50% will be loan. Also, the interest rate on the loan has been increased from 0% to 3%, still a very competitive rate, but one that will generate some additional program income to help recapitalize the programs.

# COMMERCIAL LOAN PROGRAMS

## FAÇADE IMPROVEMENT PROGRAM

### Program Overview

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

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

### Program Objectives

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

### Program Criteria

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

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

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

## COMMERCIAL LOAN PROGRAMS

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

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

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

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

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

- Exterior building renovations/improvements including construction of new entryways or other improvements as may be required by HPRB or SHPO
- Exterior Lighting
- New or renovated signs (See City Code requirements)
- Windows
- Masonry, repointing/painting
- Awnings
- Roof repairs/replacement related to structural improvements that hold the façade in place

## COMMERCIAL LOAN PROGRAMS

- Architectural Design work (\$2,000 limit for historic properties)
- Landscaping in areas visible to the public

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

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

*Maximum Funding Available per Project:* Up to \$50,000 available for two facades on the subject property. If only one façade is having improvements made, the maximum funding available for the project is \$25,000. Of the City funds invested in the project, 50% will be provided as a grant, and The first \$25,000 of investment from the City will be provided as a grant and the second \$25,000 of investment from the City 50% will be provided as a 03% loan for up to 10 years as determined by the ability to repay and as approved by the LQC.

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

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

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

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

# COMMERCIAL LOAN PROGRAMS

## LIFE SAFETY GRANT/LOAN PROGRAM

### Program Overview

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

The City will match private sector investment, on a 1:1 basis, up to \$50,000 per building on a tiered grant and loan basis. Of the City funds invested in the project, 50% will be provided as a grant, and 50% ~~The first \$25,000 will be provided as a grant. The second \$25,000 will be provided as a 0.3% interest loan, to be repaid on a term not to exceed ten years.~~

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

### Program Objectives

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

### Program Criteria

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

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

## COMMERCIAL LOAN PROGRAMS

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

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

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

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

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

*Maximum Funding Available per Project:* Up to \$50,000 available for life safety required improvements on the subject property. Of the City funds invested in the project, 50% will be provided as a grant, and 50%~~The first \$25,000 of investment from the City will be provided as a grant and the second \$25,000 of investment from the City will be provided as a 30% loan for up to 10 years as determined by the ability to repay and as approved by the LQC.~~

*Matching Funding:* A 1:1 match (50% of total project cost) is required for any increment of funding provided under this program. Applicant may secure match from a lender, owner equity, or insurance, etc. Match must be cash, or liquid and available when the project is approved for

Updated 9/18/2012

## COMMERCIAL LOAN PROGRAMS

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

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

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

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

# LEWISTON CITY COUNCIL

MEETING OF AUGUST 13, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

**SUBJECT:**

Resolve - Authorizing the Transfer of \$259,000 from the 2012 MDOT Riverside Greenway Project to the MDOT Sabattus Street Signal Upgrade and the MDOT Lisbon Street Rehabilitation and Intersection Upgrade Projects.

**INFORMATION:**

This recommendation for a transfer of project budget funds is from the Public Works Department and is supported by the Finance Director. The City's local share of the Riverside Greenway Project was approved at \$464,000 but the local share requirement was reduced to \$185,600. MDOT has accelerated the funding for two upcoming projects - the Sabattus Street Signal upgrade and the Lisbon Street Rehabilitation and Intersection upgrade.

City staff is recommending the transfer of \$259,000 from the Riverside project funds to the Sabattus St signal project and the Lisbon Street rehab and intersection 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 Resolve authorizing the Transfer of \$259,000 from the 2012 MDOT Riverside Greenway Project to the MDOT Sabattus Street Signal Upgrade and the MDOT Lisbon Street Rehabilitation and Intersection Upgrade Projects.



**City of Lewiston Maine  
City Council Order  
August 13, 2013**

**RESOLVE,** Authorizing the Transfer of \$259,000 from the 2012 MDOT Riverside Greenway Project to the MDOT Sabattus Street Signal Upgrade and the MDOT Lisbon Street Rehabilitation and Intersection Upgrade Projects.

**WHEREAS,** the City's local share of the 2012 MDOT Riverside Greenway Project was scheduled to be bonded at the approved \$464,000 amount; and

**WHEREAS,** due to MDOT's reduction in project scope and competitive construction pricing obtained, the City of Lewiston's local share requirement is reduced to \$185,600; and

**WHEREAS,** given that MDOT has accelerated the funding for the Sabattus Street Signal Upgrade and the MDOT Lisbon Street Rehabilitation and Intersection Upgrade Projects, the City will be required to provide an as yet unappropriated 10% local match;

**NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON** that the transfer of \$259,000 from the 2012 MDOT Riverside Greenway Project to the MDOT Sabattus Street Signal Upgrade Project at \$79,000, the MDOT Lisbon Street Rehabilitation Project at \$102,000, and the Lisbon Street Intersection Upgrade Project at \$78,000 is hereby approved.



## Finance Department

Heather Hunter  
Director of Finance/Treasurer  
[hhunter@lewistonmaine.gov](mailto:hhunter@lewistonmaine.gov)



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

**FROM:** Heather Hunter, Finance Director

**SUBJECT:** **MDOT Project Budget Transfer Request**

**DATE:** August 7, 2013

During the City's 2014 LCIP review, three Maine Department of Transportation (MDOT) projects were listed for proposed LCIP funding in fiscal year 2015. These projects include the Lisbon Street (from Chestnut Street to Main Street) Rehabilitation Project, the Lisbon Street (from Chestnut Street to Bates Street) Intersection Upgrade, and the Sabattus Street (from Main Street to Pond Road) Signal Upgrade. Total project costs are estimated at \$2,590,000 with the City's requirement to match 10% of project costs. MDOT has accelerated funding of these projects to the current fiscal year. Please refer to the City Engineer's attached memo.

The Lewiston/MDOT Riverside Greenway Project was approved by the City Council as a FY2012 LCIP project in the amount of \$464,000. Subsequently, with a reduction in project scope and competitive construction pricing, the City's local share requirement is now \$185,600. Given the uncertainty of the project's timeline and exact pricing, bonds have not actually been sold yet for this project; but, given the latest information and contingent upon transfer approval, the amount will be packaged with the FY14 LCIP projects when they are bonded.

The requested action is to approve the \$259,000 transfer from the MDOT Lewiston Greenway Project to the Lisbon Street Rehabilitation Project (\$102,000), the Lisbon Street Intersection Upgrade Project (\$78,000), and the Sabattus Street Signal Upgrade (\$79,000).

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



## Department of Public Works

David A. Jones, P.E., Director

**TO: Heather A. Hunter, MBA, Director of Finance**

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

*RCB*

**DATE: August 7, 2013**

**SUBJECT: Transfer of Funds from Riverside Greenway Project Pin 11848**

Public Works is respectfully requesting that the Council transfer \$259,000 from the subject project for the purposes of providing the DOT local match for three new projects approved in the DOT 2014-2015 biennium. The local share for the subject project is \$185,600 and construction funding has been approved by DOT. Together with the other three DOT projects this amounts to \$444,600 needed for local share. The amount reserved in the 2012 budget for the subject project is 464,000 providing adequate funding for all four project matches.

During the preparation of the 2014 LCIP's Public Works was advised by DOT that the funding, if realized, for requested projects would not occur until F/Y 15 and the LCIP's reflects this. The City share for three of the projects is programmed for FY 2015 and totals \$259,000. The Riverside Greenway Project which has construction funding approval was programmed in FY 2012 with \$464,000 as the City Share. The combined effect of reducing the Greenway's scope and low bid prices has reduced the City share for the Greenway to \$185,600. Including the Greenway project the total required City Share for these four projects is \$444,600 and the 2012 requested city share for the Greenway was \$464,000.

The three new projects are Lisbon Street Rehab from Chestnut to Main, Sabattus St Traffic Signal Upgrade, and Lisbon Street Intersection Upgrade. The project value for these three projects is \$2,590,000 of which \$259,000 is City share.

Pin #	Project	Local Current Funding	Local Required Funding
11848	Riverside Greenway	\$464,000	\$185,600
20309	Lisbon St Rehab	\$0	\$102,000
20561	Lisbon St Intersection Upgrade	\$0	\$78,000
20557	Sabattus Street Signal Upgrade	\$0	\$79,000
	<b>Total</b>	<b>\$464,000</b>	<b>\$444,600</b>

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# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 11**

**SUBJECT:**

Resolve - Rescinding the FY2012 \$50,000 authorization to purchase voting machines.

**INFORMATION:**

The City Council approved \$50,000 in the FY2012 LCIP to fund the purchase of new voting machines. The State determined a few months ago it would be in the best interest to lease voting machines for a five year period rather than purchasing them. The annual lease payments for the city machines is budgeted in the City Clerk Department operating budget. As a result, the bond approval can be de-authorized. The bond funds were budgeted but not activated. Please see the attached memorandum from City Finance Director Heather Hunter for additional information.

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

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve rescinding the FY2012 \$50,000 authorization to purchase voting machines.



**City of Lewiston Maine  
City Council Order  
August 13, 2013**

**RESOLVE,** Rescinding the FY2012 \$50,000 Authorization to Purchase Voting Machines.

**WHEREAS,** in the FY2012 LCIP, the City Council approved \$50,000 to purchase our share of new voting machines required by the State; and

**WHEREAS,** subsequently the State decided to lease the new voting machines they are providing at no cost to the City to meet a portion of the City's need for such machines; and

**WHEREAS,** as a result, the City has also decided to lease the necessary additional machines given that there is no guarantee the state will continue to lease the same machines at the end of the lease period; and

**WHEREAS,** the first lease payment is due September 30, 2013, and was budgeted in the City Clerk's FY2014 operating budget; and

**WHEREAS,** since the City is no longer purchasing the new voting machines, the original 2012 bond project is no longer needed.

**NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON** that the FY2012 \$50,000 authorization to purchase voting machines is hereby rescinded.



## Finance Department

Heather Hunter  
Director of Finance/Treasurer  
[hhunter@lewistonmaine.gov](mailto:hhunter@lewistonmaine.gov)



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

**FROM:** Heather Hunter, Finance Director

**SUBJECT:** **Rescinding Voting Machine Purchase Authorization**

**DATE:** August 7, 2013

For years, the state has been working to standardize voting machines statewide. As planned, municipalities would receive a certain number of machines at no cost from the state. Additional machines would have to be acquired through local resources. Funding to cover the purchase of such additional voting machines was approved by the City Council as a FY2012 LCIP project in the amount of \$50,000. Subsequently, the State decided to lease rather than purchase voting machines from the supplier and local funds have been included in the City's budget to lease the necessary additional machines.

The first of five \$4,868 annual lease payments is due by September 30, 2013 and was budgeted in the City Clerk's FY14 operating budget. Since the machines are being leased, the \$50,000 bond authorization is no longer needed and should be rescinded. Since the State was indecisive on its direction for a period of time, no bonds were actually sold for this project.

The requested action is to rescind the FY2012 \$50,000 authorization to purchase voting machines.

**LEWISTON CITY COUNCIL**  
**MEETING OF AUGUST 13, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

Resolve - Authorizing the Transfer of \$33,000 from the Police Department Sidewalk Project to the Police Department Annex Parking Resurfacing Project.

**INFORMATION:**

This recommendation for a transfer of project budget funds is from the Public Works Department and is supported by the Finance Director. Due to changes in construction plans, there are some surplus funds from the Police Department sidewalk project. The Director of City Buildings has suggested utilizing the funds to repair and resurface the Police Department parking lot. Please see the attached memorandum from Finance Director Heather Hunter for additional information.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve authorizing the transfer of \$33,000 from the Police Department Sidewalk Project to the Police Department Annex Parking Resurfacing Project.



**City of Lewiston Maine  
City Council Order  
August 13, 2013**

**RESOLVE,** Authorizing the Transfer of \$33,000 from the Police Department Sidewalk Project to the Police Department Annex Parking Resurfacing Project.

**WHEREAS,** the City bonded \$50,000 to replace the Police Department sidewalk with stamped and painted asphalt and improve drainage in the area; and

**WHEREAS,** the Director of Public Buildings elected to forgo the stamped and painted detail portion of the project which produced a project surplus of \$33,000; and

**WHEREAS,** the Police Department Annex Parking area is a dirt based, rutted lot that abuts Lisbon Street and is not aesthetically pleasing as travelers flow into the downtown gateway;

**NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON,** that the transfer of \$33,000 from the Police Department Sidewalk Project to the Police Department Annex Parking Resurfacing Project is hereby authorized.



## Finance Department

Heather Hunter  
Director of Finance/Treasurer  
[hhunter@lewistonmaine.gov](mailto:hhunter@lewistonmaine.gov)



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

**FROM:** Heather Hunter, Finance Director

**SUBJECT:** **Police Sidewalk Project Budget Transfer Request**

**DATE:** August 9, 2013

The Police Department Sidewalk Project was approved during the FY2013 LCIP at an estimated amount of \$50,000. This project entailed replacing the paver walkway with an asphalt stamped sidewalk stretching from Lisbon Street to Park Street. The drainage system, including two catch basins, were to be enhanced as well.

Subsequently, the Director of Public Buildings elected to eliminate the stamped and painted detailing of the asphalt with the hope that competitive bids might provide enough surplus to pave the Police parking annex lot which is directly behind the building abutting Lisbon Street. This parking lot is dirt based and full of ruts. It also lacks finished curbed edges.

The sidewalk project was completed for under \$17,000, leaving a \$33,000 project surplus. Estimates have been obtained for the parking lot. The estimated cost for the project is \$16,000 for paving, \$17,000 for drainage, grading, curb installation, and landscaping. These surface lot improvements will further enhance the street scape in that area and improve the appearance in the downtown gateway, as well as ease the burden on the vehicles parking in that lot.

The requested action is to approve the \$33,000 transfer from the Police Department Sidewalk Project to the Police Department Annex Parking Resurfacing Project.

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 13**

**SUBJECT:**

Order Authorizing the change of voting location for Ward Six to The Green Ladle/Lewiston Regional Technical Center on East Avenue.

**INFORMATION:**

City staff is recommending the polling place for Ward Six be established at The Green Ladle building on the high school campus which is the building where the culinary arts program is located. The Green Ladle building is located within Ward 5, but staff feels the site will be convenient for voting since it is on a main travel route, has plenty of parking, has a large conference room and is easily accessible.

The School Superintendent is extremely supportive of hosting a polling location at this facility, feels this will be an excellent partnership with the school and will be a great educational opportunity for the students.

If approved by the City Council and the Secretary of State, this change would be effective for November.

**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 change of voting location for Ward Six to The Green Ladle/Lewiston Regional Technical Center on East Avenue.



**City of Lewiston Maine  
City Council Order  
August 13, 2013**



**Order,** Authorizing the Change of Voting Location for Ward Six to The Green Ladle/  
Lewiston Regional Technical Center on East Avenue

Whereas, the City of Lewiston is responsible for securing buildings within the city to  
serve as polling place locations for the residents,

Whereas, these buildings are required to meet all federal requirements for accessibility,

Whereas, it is desirous of the City to hold elections in buildings that are city-owned  
buildings to allow convenient access to buildings and to avoid any conflicts  
with privately owned buildings,

Whereas, there are no suitable buildings regarding size, location, accessibility and  
parking located within Ward Six,

Whereas, Lewiston Regional Technical Center building on the high school campus on  
East Avenue, known as The Green Ladle, is located in Ward Five and is  
available for use to serve as a polling location, has a large conference room,  
has a large parking lot, is ADA accessible, is located on the city bus route and  
a major city travel way, and would be considered convenient to access for  
residents of Ward Six,

**Now, Therefore, Be It Ordered by the City Council of the City of Lewiston** that  
the City Council finds there are no suitable buildings within Ward Six to serve as a  
polling place location and the City Council supports the relocation of the Ward Six  
polling site to The Green Ladle building on East Avenue, located in Ward Five.

# LEWISTON CITY COUNCIL

## MEETING OF AUGUST 13, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 14A**

**SUBJECT:**

Authorization for the City Clerk to cast the City's ballot for the Maine Municipal Association's Executive Committee and Vice-President.

**INFORMATION:**

This item is an annual item the Council is asked to vote on regarding the leadership of the Maine Municipal Association (MMA). Since MMA is a membership-based organization, the member municipalities are asked to select the candidates nominated to serve on the Executive Committee and in the Vice President position. This year, none of the seats are contested.

The Council is asked to review the list of candidates nominated to serve on the MMA Executive Committee and to serve as the Association's Vice-President and then asked to authorize the City Clerk to submit the ballot to MMA.

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

This is an annual action of the Council and passage is recommended.

*EAB/ksmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the slate of candidates as presented on the Maine Municipal Association's ballot and to authorize the City Clerk to cast the City's ballot for the Maine Municipal Association's Executive Committee and Vice-President.



**MAINE MUNICIPAL ASSOCIATION**  
**VOTING BALLOT**

**Election of Vice President and Executive Committee Members**  
*Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 16, 2013*

**VICE-PRESIDENT - 1 YEAR TERM**

**Vote for One**

**Proposed by MMA Nominating Committee:**

**Marston Lovell, Councilor, City of Saco**

**DIRECTORS - 3 YEAR TERM**

**Vote for Three**

**Proposed by MMA Nominating Committee:**

**James Chaousis, Town Manager, Town of Boothbay**

**Linda Cohen, Councilor, City of South Portland**

**Mary Sabins, Town Manager, Town of Vassalboro**

*Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.*

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

**Date:** \_\_\_\_\_ **Municipality:** \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Position: \_\_\_\_\_

**OR Signed by a Majority of Municipal Officers** **Current # of Municipal Officers:** \_\_\_\_\_

Print Names: \_\_\_\_\_ Signatures: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Return To:**  
*MMA Annual Election*  
*Maine Municipal Association*  
*60 Community Drive*  
*Augusta, Maine 04330*  
**FAX: (207) 626-3358 or 626-5947**  
**Email: [tchavarie@memun.org](mailto:tchavarie@memun.org)**

**MAINE MUNICIPAL ASSOCIATION  
EXECUTIVE COMMITTEE**

**BIOGRAPHICAL SKETCH OF  
PROPOSED SLATE OF NOMINEES FOR 2014**

**MMA VICE PRESIDENT (1-Year Term)**

**MARSTON LOVELL**

- City of Saco, Councilor (2007 – present)
- City of Saco, Deputy Mayor, elected by the council (January 2009 – 2011)
- Council member, Saco RSU Withdrawal Committee (July 2012 - present)
- Council member, Saco Traffic Safety Committee (2007 – present)
- Council member, Saco Sesquibicentennial Celebration Committee (2012)
- Vice President, Maine Municipal Association (April 2013 – present)
- Member, Maine Municipal Association Executive Committee (2011 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (2011 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2011 – present)
- Member, MMA Strategic & Finance Committee (2011-2012); Chair (Jan – March 2013)
- Maine Municipal Association, Legislative Policy Committee, Member (2008 – present)
- Manufacturers Analytics, computer and communications systems services, Owner and Operations Manager (1987 – present)
- Biddeford-Saco-Old Orchard Beach Transit Company, committee (board) Member (2008 – 2012)
- Member, Board of Directors, Biddeford-Saco Area Economic Development Corporation (2012 - present)
- Southern Maine Regional Planning Commission, Municipal Representative (2007 – present)
- Dyer Library Association, private, non-profit library and museum complex, board of trustees, Member (2001-2006), Treasurer (2002 – 2005)
- Accountant, three National Manufacturing Corporations, progressively more responsible positions resulting in Divisional Controller for two of those corporations (1978 – 1988)
- BSBA in Accounting, BA in Liberal Arts, University of Southern Maine (1975 –1978)
- Town of Sanford, Representative Town Meeting, member, (1970 – 1971)
- Maine Medical Center, Research Department, research assistant, internationally recognized published research (1970 – 1974)
- Children’s Hospital Medical Center of Boston, Anesthesia Department, chief laboratory technician (1967 – 1968)
- Peter Bent Brigham Hospital, Research Department, research technician, (1966 – 1967)
- Military Service, as a reservist, progressively more responsible positions including four engineer troop commands, six staff positions four of which were construction related, military construction experience Viet Nam, Germany, New England, 2 Achievement Medals, 4 Commendation Medals, Meritorious Service Medal (1963 – 1970, 1977 – 1994).

(over)

## **MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)**

### **JAMES D. CHAOUSIS**

- Town Manager, Town of Boothbay (November 2010 – present)
- Town Manager, Town of Livermore Falls (April 2009 – November 2010)
- Board of Directors, Maine Town & City Management Association (2011 – present)
- Board of Directors, Lincoln County Regional Planning Commission (2012 –present)
- Board of Directors, Boothbay Harbor Region Chamber of Commerce (2012 –present)
- Board of Directors, Midcoast Economic Development District (2011 – present)
- Board of Directors, Androscoggin Valley Council of Government (2009 – 2010)
- Jay/Livermore/Livermore Falls School Consolidation Committee (2010)
- BAS with minor in Public Administration, University of Maine
- Marine Corps, Gulf War Veteran (six years)

### **LINDA COHEN**

- Councilor, City of South Portland (2012 – present)
- City Clerk, City of Portland (2001 – 2011)
- City Clerk, City of South Portland (1989 – 2001)
- Member, Maine Municipal Association Executive Committee (April 2013 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (April 2013 – present)
- Member, MMA Property & Casualty Pool Board of Directors (April 2013 – present)
- Member, MMA Legislative Policy Committee (Portland and Westbrook representative) (2001 – 2011)
- MTCCA Affiliate Representative to MMA Legislative Policy Committee (1990's – 2011)
- South Portland Civic Service Commission (2009 – 2012)
- South Portland Lions Club (2011 – present)
- South Portland/Cape Elizabeth Chamber (2010 – present)
- Director of Development, LearningWorks, Portland, Maine (present)
- Licensed Loan Officer at Cumberland County Mortgage, South Portland (present)
- Licensed Realtor at The Maine Real Estate Network, South Portland (present)

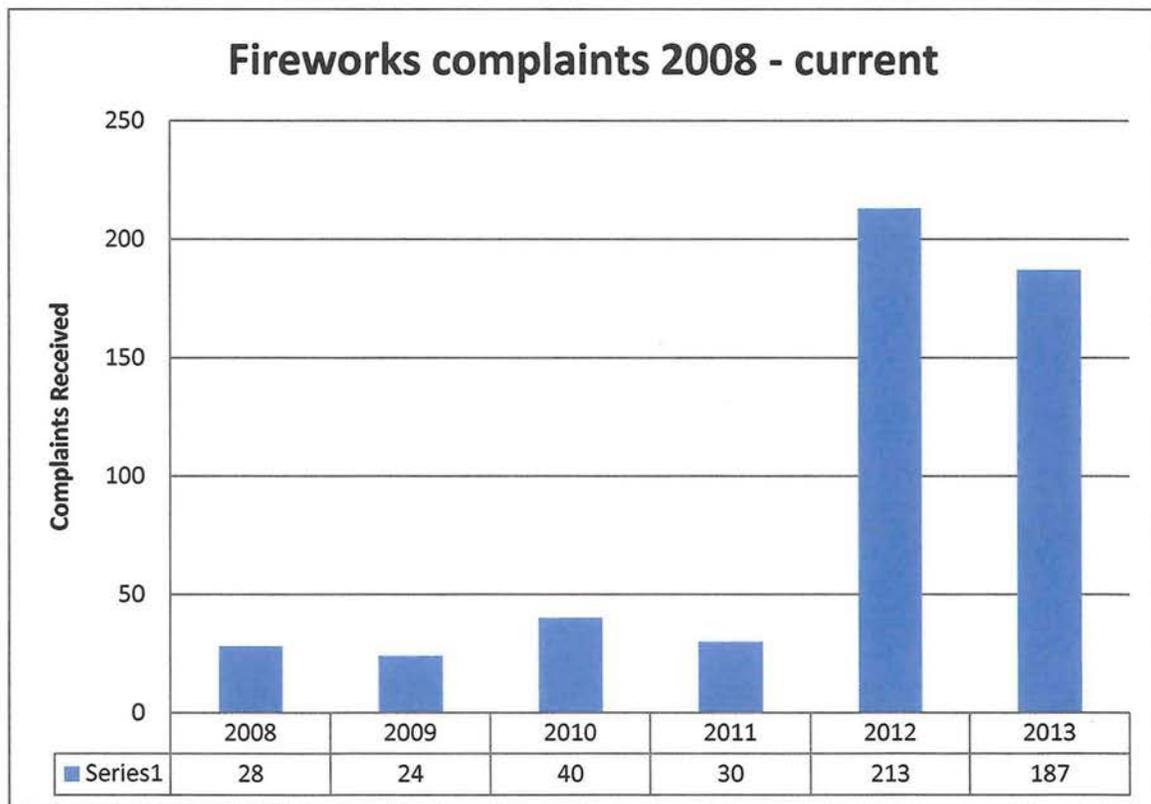
### **MARY SABINS**

- Town Manager, Town of Vassalboro (June 2008 – present)
- Town Manager, Town of Chelsea (2006 – 2007)
- Food Services and Facilities Director, School Administrative District 40, Waldoboro, Maine (2005 – 2006)
- 1<sup>st</sup> Town Manager, Town of Windsor (2001 – 2005)
- Town Administrator, Town of Hope (1997 – 2001)
- Town Clerk and Tax Collector, Town of Union (1988 – 1997)
- BA in Business Management, University of Maine at Augusta (2001)
- Board of Directors for the Kennebec Valley Council of Government (2008 – 2009)
- Maine Municipal Leadership Award by Maine Resource Recovery Association
- East Union Pioneer Grange Community Service Award

To: Ed Barrett, City Administrator  
 From: Mike Bussiere, Police Chief  
 Date: July 22, 2013  
 Re: Fireworks complaints

From January 1, 2013 thru July 12, 2013(not including the July 4<sup>th</sup> holiday) the LPD received a total of 187 fireworks complaints. On July 4<sup>th</sup> alone, the agency received an additional 37 reported calls of fireworks in that 24 hour period for a total number of 224 for the year. However, the July 4<sup>th</sup> calls were not included for comparison as fireworks are currently permissible in some parts of the City on that day and in many cases it is difficult to determine exact origin.

By comparison, we received a total of 213 fireworks complaints through July 12<sup>th</sup> of 2012. The geographic distribution of these calls is all over the City. The City of Lewiston and the Police and Fire Departments continue to bring attention to the public the City Ordinance regarding Fireworks since it went into effect. The Police Department has issued 21 summonses/warnings/confiscations for fireworks violations so far in 2013.



Here is a breakdown of Fireworks Calls for Service by month since the start of 2012:

<b>Month</b>	<b>CFS</b>
January	8
February	6
March	11
April	19
May	21
June	89
July*	59
<b>Grand Total</b>	<b>213</b>

Here is a breakdown of Fireworks Calls for Service by month since the start of 2013:

<b>Month</b>	<b>CFS</b>
January	2
February	2
March	1
April	7
May	19
June	49
July*	107
<b>Grand Total</b>	<b>187</b>

While the amount fireworks complaints from 2012 to 2013 have remained comparable from year to year, it is notable that a far greater number of calls were received in the first two weeks of July 2013 in comparison with July of 2012. Also by comparison, the City of Auburn had 109 fireworks complaints thru mid July of 2013 in comparison to 199 complaints in 2012. Auburn has a total ban on fireworks which, based on these numbers, might now be starting to have an effect on the number of calls received.

\*As of July 12 of each respective year

**LEWISTON CITY COUNCIL**  
**MEETING OF AUGUST 13, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 16**

**SUBJECT:**

Executive Session to discuss Real Estate Negotiations 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.

*EA/B/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.