

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
SEPTEMBER 17, 2013**

**6:00 p.m. Workshop** - Bates College Master Plan presentation - 60 minutes

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

Pledge of Allegiance to the Flag.  
Moment of Silence.

Lewiston Youth Advisory Council Update

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

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 4.

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. Adoption of meeting schedule for the month of November.
- \* 2. Appointment of Voting Delegates to the Maine Municipal Association Annual Meeting and endorsement of proposed amendments to the Maine Municipal Association bylaws.
- \* 3. Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 36 Highland Avenue.
- \* 4. Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 67 South Lisbon Road.
- \* 5. Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 11 Furbush Street.
- \* 6. Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 113 King Avenue.

REGULAR BUSINESS:

- 7. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, Inc., 1465 Lisbon Street.
- 8. Public Hearing and Final Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance regarding the regulation of Solicitation/Aggressive Panhandling.
- 9. Public Hearing and Final Passage on amendments to the Solid Waste Ordinance.
- 10. Public Hearing and Final Passage for Land Use Code Amendment regarding tattoo establishments.
- 11. Public Hearing on an application from Grimmel's Industries, 50 River Road, for an Automobile Graveyard/Junkyard permit.

12. Public Hearing on an application from the Lewiston Public Works Department, 424-482 River Road, for an Automobile Graveyard/Junkyard permit.
13. Public Hearing on an application from Gary St. Laurent/Maine Heavy Equipment Rental, 1445 Sabattus Street, for an Automobile Graveyard/Junkyard permit.
14. Public Hearing on an application from Dana's Garage, 193 Crowley Road, for an Automobile Graveyard/Junkyard permit.
15. Public Hearing on an application from ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway for an Automobile Graveyard/Junkyard permit.
16. Public Hearing on an Application for a Business License renewal for Merrimack River Medical Services, Inc. for an Outpatient Addiction Treatment Clinic at 18 Mollison Way.
17. Amendment to the City Policy for Miscellaneous Fees and Penalties to establish the penalties for violation of the Aggressive Panhandling Ordinance.
18. Amendments to the Solid Waste Policy.
19. Request from The Dempsey Challenge organizers for a waiver of parking garage fees for the Centreville Parking Garage.
20. Order Authorizing the acceptance of Options on 116 and 122 Pierce Street and 139 and 155 Bartlett Street, and authorizing the City Administrator to take any future actions necessary to acquire the real estate as specified in the Option Agreements.
21. Order Authorizing the City Administrator to execute a Joint Development Agreement between the City of Lewiston and Volunteers of America Northern New England.
22. Order Authorizing the City Administrator to purchase mowers using remaining FY2013 Vehicle Replacement Funds.
23. Order Authorizing the City Administrator to use Sewer Funding to fund the replacement of a sewer tandem axle dump truck.
24. Reports and Updates.
25. Any other City Business Councilors or others may have relating to Lewiston City Government
26. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Adoption of meeting schedule for the month of November.

**INFORMATION:**

Due to the November election, it is recommended the City Council cancel their first regular meeting of the month. It is past practice to not hold a Council meeting on the election day. A special Council meeting might be called at the end of October if needed. Councilors are asked to keep the dates of Oct. 22 and 29 available in case a special meeting is called.

The November Council meeting date will be Tuesday, November 19.

Note: The December meetings will be held as regularly scheduled - Tuesday, December 3<sup>rd</sup> and Tuesday, December 17<sup>th</sup>.

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

To suspend Section 1,(a) of the Rules Governing the City Council, to cancel the November 5, 2013 Council meeting due to the conflict with Election Day and to hold one regular meeting during the month of November on Tuesday, November 19<sup>th</sup>.

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Appointment of Voting Delegates to the Maine Municipal Association Annual Meeting and endorsement of proposed amendments to the Maine Municipal Association bylaws.

**INFORMATION:**

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

The purpose of the proposed bylaw amendments is to clarify the process to be followed when a vacancy occurs in the MMA Officer positions.

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

This is a policy decision of the City Council.

*EAB/kmm*

**REQUESTED ACTION:**

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

To appoint Councilor Butler to serve as the City's delegate to the Maine Municipal Association Annual Meeting in October 2013, to appoint City Administrator Edward A. Barrett to serve as the alternate delegate and to endorse the proposed amendments to the bylaws of the Maine Municipal Association as presented.



# Maine Municipal Association

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

## MEMORANDUM

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

**FROM:** Christopher G. Lockwood, Executive Director

**DATE:** August 30, 2013

**SUBJECT:** Voting Credentials for MMA Annual Business Meeting

---

The Maine Municipal Association Annual Business Meeting is being held in conjunction with the MMA Annual Convention and will take place on **Wednesday, October 2, 2013, at 1:30 p.m. in the Cumberland Room at the Augusta Civic Center.** The MMA Bylaws entitle each member community to one (1) voting representative.

Enclosed please find the *MMA Voting Delegates Credential Form* on which the municipal officers may designate their municipality's voting representative and alternate. We have also attached the Proposed Agenda for the MMA Annual Business Meeting for your reference. As you will note, there is a proposed amendment to the MMA bylaws for consideration by the full membership. We have enclosed a separate memo from the MMA Executive Committee that provides information on the proposed amendments and includes tracked changes to the appropriate sections of the MMA bylaws for your easy reference. The current MMA Bylaws as adopted in 2010 will be available at the MMA Annual Business Meeting or may be viewed on the MMA website at <http://www.memun.org/public/MMA/Gov/bylaws.pdf>.

If you plan to be at the MMA Annual Convention and would like to have a Voting Delegate represent your municipality, please complete the MMA Voting Delegate Credential Form and return to our office by **Monday, September 30, 2013** or bring it with you to the MMA Annual Business Meeting. We have provided a self-addressed self-stamped envelope for your convenience.

We look forward to seeing you at this year's MMA Annual Convention. If you have any questions on this information, please contact Theresa Chavarie at 1-800-452-8786 ext. 2211 or in the Augusta area at 623-8428.

**Maine Municipal Association  
Annual Business Meeting  
Wednesday, October 2, 2013  
1:30 – 2:30 p.m.  
Augusta Civic Center  
Level 1 – Cumberland Room**

---

**PROPOSED AGENDA**

- 1. Introductions and Welcoming Remarks – MMA President Peter Nielsen, (Town Manager, Town of Oakland)**
- 2. Approval of 2012 Annual Business Meeting Minutes**
- 3. MMA President’s Report – Peter Nielsen**
- 4. Vote of Proposed Amendments to MMA Bylaws to clarify the process to be followed when a vacancy occurs in the MMA Officer positions.**
- 5. Announcement of Election Results for MMA Executive Committee and Introduction of New Executive Committee Members**
- 6. Overview of Changes to MMA Municipal Membership Dues Formula**
- 7. Other Business (*comments from the floor*)**
- 8. Executive Director Report - Christopher Lockwood**
- 9. Adjournment**



# Maine Municipal Association

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

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

**FROM:** MMA Executive Committee

**RE:** Proposed MMA By-law Amendments

**DATE:** August 30, 2013

---

At its meeting on May 23, 2013, the Executive Committee of the Maine Municipal Association voted unanimously to submit to the Municipal Membership the attached proposed amendments to **Article IV: Governance, Section 4 and Section 9** of the MMA By-laws. The purpose of the proposed amendments is to clarify the process to be followed when a vacancy occurs in the MMA Officer positions. The proposed amendments do not make any substantive changes to the By-laws.

The proposed changes to the MMA By-laws are shown in tracking format and are to be voted on by the authorized voting delegates of municipal members at the MMA Annual Business Meeting to be held Wednesday, October 2, 2013 at 1:30 p.m. at the Augusta Civic Center, Augusta, Maine. Please see the other memorandum included with this mailing.

If you have any questions, please do not hesitate to contact Theresa Chavarie, Manager of MMA Executive Office & Members Relations at 1-800-452-8786 ext. 2211. Thank you.

## ARTICLE IV: Governance

Section 4. Terms of Office: The President, Vice President and the Immediate Past President shall serve a single one-year term. At the end of the current President's one-year term, the Vice President shall assume the office of President and shall serve a term of one year. No person shall hold the office of President or Vice President unless, at the time of assuming their offices, they have served as a member of the Executive Committee for at least one (1) consecutive twelve-month period during the past five years. Executive Committee members shall serve a three-year term. No member of the Executive Committee may serve more than two consecutive three-year terms except to serve as President, Vice President or Immediate Past President. ~~*Transitional Amendment: The provisions of this amendment shall apply to members of the Executive Committee taking office on or after January 1, 2011.*~~

Members of the Executive Committee serving two consecutive three-year terms will be required to take three full years off from the Executive Committee before being reappointed by the MMA President or nominated for another term on the Executive Committee.

If a person has been appointed or elected to fill a vacancy pursuant to Article IV, Section 9, or if the Vice President assumes the office of President pursuant to Article IV, Section 9, that remaining term shall not be counted for purposes of this section.

Section 9. Vacancies: If a vacancy shall occur within the non-officer members of the Executive Committee, or if a member of the Executive Committee is elected as an officer, and except as provided in Article V, Section 1, the President, subject to the approval of a majority of the whole Executive Committee, shall appoint a qualified person to fill the remainder of the unexpired term.

If a vacancy shall occur in the office of the President, the Vice President shall immediately assume the office of President for the remainder of the President's unexpired term and shall subsequently serve a full one-year term as President pursuant to Section 4. If a vacancy shall occur in the office of the Vice President, a qualified person shall be appointed by a majority of the whole Executive Committee to fill the remainder of the Vice President's unexpired term. The position of Vice President for the next year shall be elected by the membership pursuant to the nomination and election process set forth in Article V. If a vacancy shall occur in the office of the Immediate Past President, or if no person who served as

President in the preceding year is eligible to serve as Immediate Past President, the MMA Executive Committee may appoint a Past President who holds municipal office to fill all or the remainder of the term.

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 36 Highland Avenue.

**INFORMATION:**

The Council is asked to approve a municipal quitclaim deed for the property located at 36 Highland Avenue. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property.

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

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

The City Administrator recommends approval of the requested action.

*EAB/klmm*

**REQUESTED ACTION:**

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

To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 36 Highland Avenue.



**City of Lewiston Maine  
City Council Order  
September 17, 2013**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate  
Located at 36 Highland Avenue.**

**WHERE AS**, the owner Patricia A. Mussatto failed to pay her water and sewer bill on a timely basis at 36 Highland Avenue (Tax Map 174, Lot 293, Parcel 00-005950);

**WHERE AS**, a water lien was filed on September 14, 2011 (Book 8237 Page 161), and matured on March 15, 2013, in the amount of \$158.91;

**WHERE AS**, a sewer lien was filed on September 14, 2011 (Book 8237 Page 70), and matured on March 15, 2013, in the amount of \$223.28;

**WHERE AS**, payment was received in full on August 28, 2013;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON**, to issue a quitclaim for 36 Highland Avenue to release the City's interest in the property back to the owner.



## Finance Department

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



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

**FROM:** Heather Hunter, Finance Director/Treasurer

**SUBJECT:** **Utility Quitclaim Deeds**

**DATE:** September 11, 2013

One of the most powerful collection tools in a municipality's arsenal is the ability to lien properties for delinquent taxes (real and special only), water and sewer balances, and most recently stormwater balances. Once a lien is recorded, eighteen months must lapse without payment before the lien matures. Prior to maturity, the City Council may waive the right to foreclose on a maturing lien as you have done in the past. If the lien is permitted to mature, the municipality may elect to foreclose on the property or if subsequent payment is received return the property to its owner via a quitclaim deed.

In the past, quitclaim deeds were processed at the department level. I would like to restore that action to the City Council level as it coincides with other property disposition authority. In the future, all quitclaim deeds will be placed on the City Council agenda as consent items.

At your September 17<sup>th</sup> meeting, there will be four quitclaim deeds requiring your action for the following four properties dealing with five matured utility liens and three matured tax liens. Utility and property tax balances for each property are now current.

Owner: *Patricia A Mussatto*  
Address: 36 Highland Avenue  
Tax Map: 174 Lot 293      Parcel: 00-005950  
Type of Lien: Water Lien      Filed: 9/14/11 (B8237 P161)  
Matured: 3/15/13      Paid: 8/28/13  
Type of Lien: Sewer Lien      Filed: 9/14/11(B8237 P70)  
Matured: 3/15/13      Paid: 8/28/13

Owner: *Richard Boucher*  
Address: 67 So. Lisbon Rd  
Tax Map: 45 Lot 14 Parcel: 00-005284  
Type of Lien: Water Lien Filed: 2/18/11 (B8118 P80)  
Matured: 8/19/12 Paid: 7/08/13

Owner: *Steven L and Lois M Breton*  
Address: 11 Furbush St  
Tax Map: 146 Lot 242 Parcel: 00-001840  
Type of Lien: Water Lien Filed: 2/18/11 (B8118 P53)  
Matured: 8/19/12 Paid: 8/15/13  
Type of Lien: Sewer Lien Filed: 2/18/11 (B8117 P330)  
Matured: 8/19/12 Paid: 8/15/13

Owner: *Thomas C. Alward*  
Address: 113 King Avenue  
Tax Map: 170 Lot 59 Parcel: 00-008820  
Type of Lien: Real Estate Filed: 6/17/09 (B7720 P130)  
Matured: 12/17/10 Paid: Closing scheduled for 9/19/13  
Type of Lien: Real Estate Filed: 6/16/10 (B7951 P345)  
Matured: 12/16/11 Paid: Closing scheduled for 9/19/13  
Type of Lien: Real Estate Filed: 6/17/11 (B8180 P132)  
Matured: 12/17/12 Paid: Closing scheduled for 9/19/13  
Please note, the executed deed will not be released until payment is received.

At this time, I am requesting you approve the quitclaim orders for the above accounts so the property can be released from the City back to the owner.

Please feel free to contact me with any questions or concerns you may have. I will also be available at the meeting to address comments.

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 67 South Lisbon Road.

**INFORMATION:**

The Council is asked to approve a municipal quitclaim deed for the property located at 67 South Lisbon Road. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property.

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

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

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

To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 67 South Lisbon Road.



**City of Lewiston Maine  
City Council Order  
September 17, 2013**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate  
Located at 67 South Lisbon Road.**

**WHERE AS**, the owner Richard Boucher failed to pay his water bill on a timely basis at 67 South Lisbon Road (Tax Map 45, Lot 14, Parcel 00-005284);

**WHERE AS**, a water lien was filed on February 18, 2011 (Book 8118 Page 80), and matured on August 19, 2012, in the amount of \$147.83;

**WHERE AS**, payment was received in full on July 8, 2013;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON**, to issue a quitclaim for 67 South Lisbon Road to release the City's interest in the property back to the owner.

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 11 Furbush Street.

**INFORMATION:**

The Council is asked to approve a municipal quitclaim deed for the property located at 11 Furbush Street. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property.

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

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

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

To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 11 Furbush Street.



**City of Lewiston Maine  
City Council Order  
September 17, 2013**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate  
Located at 11 Furbush Street.**

**WHERE AS**, the owner Steven L. and Lois M. Breton failed to pay their water and sewer bill on a timely basis at 11 Furbush Street (Tax Map 146, Lot 242, Parcel 00-001840);

**WHERE AS**, a water lien was filed on February 18, 2011 (Book 8118 Page 53), and matured on August 19, 2012, in the amount of \$111.98;

**WHERE AS**, a sewer lien was filed on February 18, 2011 (Book 8117 Page 330), and matured on August 19, 2012, in the amount of \$168.70;

**WHERE AS**, payment was received in full on August 15, 2013;

**NOW, THEREFORE, BE IT ORDERED** by the **CITY COUNCIL** of the **CITY of LEWISTON**, to issue a quitclaim for 11 Furbush Street to release the City's interest in the property back to the owner.

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 113 King Avenue.

**INFORMATION:**

The Council is asked to approve a municipal quitclaim deed for the property located at 113 King Avenue. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property.

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

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

The City Administrator recommends approval of the requested action.

*ENB/kmm*

**REQUESTED ACTION:**

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

To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 113 King Avenue.



**City of Lewiston Maine  
City Council Order  
September 17, 2013**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate  
Located at 113 King Avenue.**

**WHERE AS**, the owner Thomas C. Alward failed to pay his real estate bills on a timely basis at 113 King Avenue (Tax Map 170, Lot 59, Parcel 00-008820);

**WHERE AS**, a real estate tax lien was recorded on June 17, 2009 (Book 7720 Page 130), and matured on December 17, 2010, in the amount of \$1,554.39;

**WHERE AS**, a real estate tax lien was recorded on June 16, 2010 (Book 7951 Page 345), and matured on December 16, 2011, in the amount of \$1,539.85;

**WHERE AS**, a real estate tax lien was recorded on June 17, 2011 (Book 8180 Page 132), and matured on December 17, 2012, in the amount of \$1,555.50;

**WHERE AS**, payment will be received in full with the sale of property scheduled for September 19, 2013;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON**, to issue a quitclaim for 113 King Avenue to release the City's interest in the property back to the owner upon payment in full at closing.

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

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

**INFORMATION:**

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

The Police Department has reviewed and approved the application.

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

The business owners have been notified of the public hearing and requested to attend.

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

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

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

To grant a Special Amusement Permit for Live Entertainment to Fast Breaks, Inc., 1465 Lisbon Street.

CITY OF LEWISTON  
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 9-6-13 Expiration Date: 9-15-2014 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: Fast Breaks Inc Business Phone: 207-782-3305

Location Address: 1465 Lisbon street Lewiston, ME 04240

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

Mailing Address: 1465 Lisbon street Lewiston, ME 04240

Contact Person: Lela Richard Home Phone: 207-353-5058

Owner of Business: ~~James~~ Lela M Richard Date of Birth: 11-14-63

Address of Owner: 9 Sunset Ave, Lisbon Falls, ME 04252

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

Owner of Premises (landlord): Servy Millett

Address of Premises Owner: 155 Center Street Building G Auburn, ME 04210

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

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

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

James Richard 8/2/62 Lisbon Falls, ME 04252 V.P.  
Lela Richard 11/14/63 Lisbon Falls, ME 04252 V.P.

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

Corporation Name: Fast Break Inc.

Corporation Mailing Address: 1465 Lisbon Street Lewiston, ME 04252

Contact Person: Lela Richard Phone: 754-1629

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? 1/4 mile

Please describe the type of proposed entertainment:

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

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

\*\*\*\*\*

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

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

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

Signature: Lela M Richard Title: V.P. owner Date: 9-3-13

Printed Name: Lela M Richard

\*\*\*\*\*

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

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

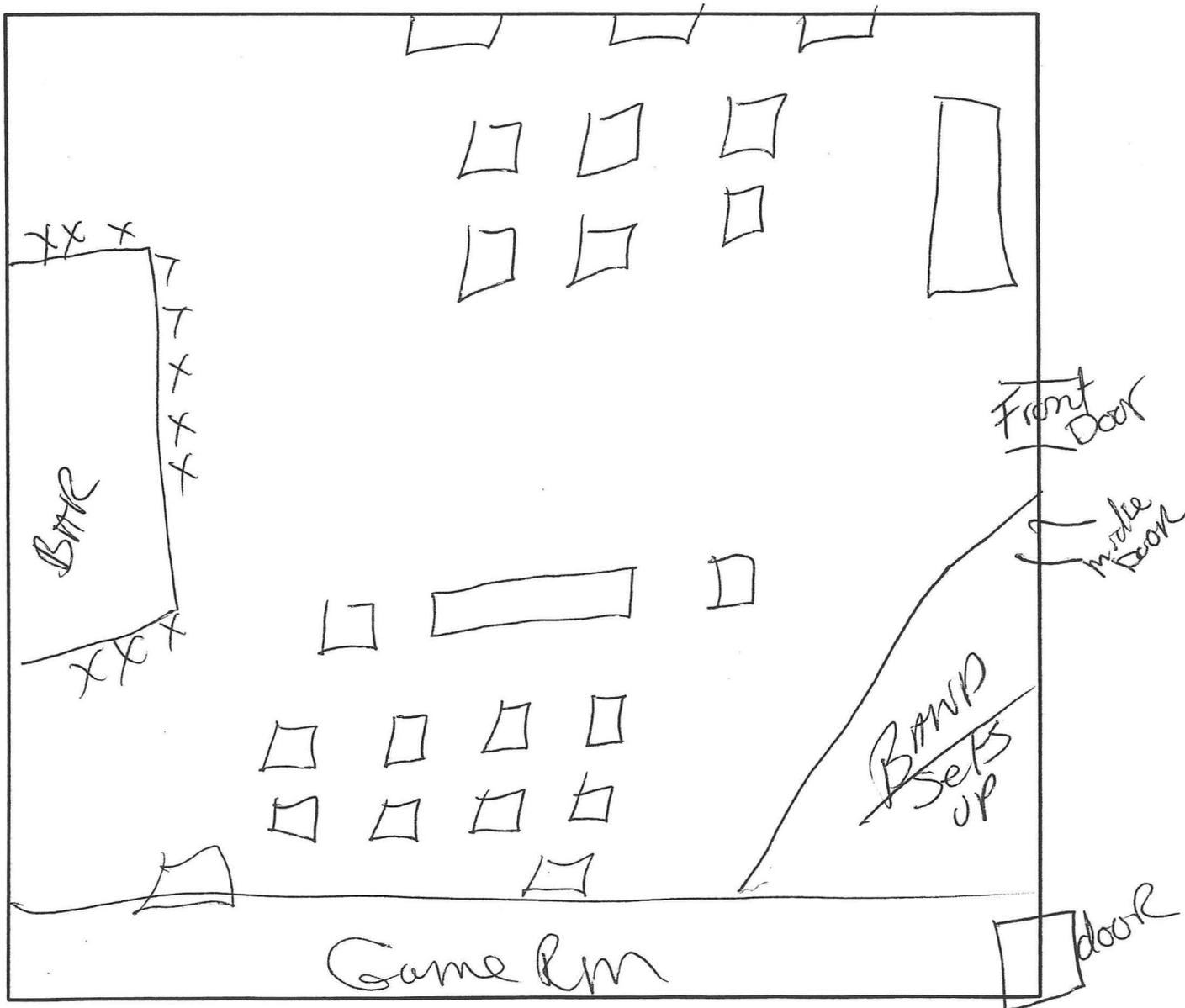
\*\*\*\*\*

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

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

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

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





## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: August 2, 2013

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

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

**Fastbreaks**  
**1465 Lisbon Street**



---

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



*Professionalism*

*Integrity*

*Compassion*

*Dedication*

*Pride*

*Dependability*

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Public Hearing and Final Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance regarding the regulation of Solicitation/Aggressive Panhandling.

**INFORMATION:**

This proposed ordinance is pertaining to safety concerns with regard to pedestrians in traffic medians and interacting with traffic while soliciting for money. Several other communities have recently enacted local ordinances regarding panhandlers and it is recommended that Lewiston consider doing so as well.

This proposed ordinance was discussed by the Council during a recent workshop. The Police Department prepared the draft ordinance language. During the workshop, Councilors suggested a few changes and these have been incorporated.

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

That the proposed amendment to the City Code of Ordinances, Chapter 50 "Offenses and Miscellaneous Provisions", Article X. "Aggressive Panhandling", receive final passage by a roll call vote.



## City of Lewiston Executive Department

EDWARD A. BARRETT  
City Administrator

PHIL NADEAU  
Deputy City Administrator



---

September 5, 2013

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: Solicitation Ordinance

At the last Council meeting, an ordinance regulating solicitations received first reading. At that time, there was discussion of possibly amending it on second reading. A copy of the revised ordinance is attached.

In the process of reviewing the ordinance, numerous non-substantive language changes were made to simplify and clarify its language. As a result, a new version, rather than a markup of the original, is attached. The substantive changes are:

- Eliminating sidewalks from the definition of "street, road, or highway" to clarify that certain restrictions imposed by the ordinance on solicitations in what we normally understand as a street do not apply to solicitations on sidewalks.
- Section 50-268 (1) (c) has been revised to eliminate the language addressing obstruction of the vision of vehicle operators due to signs or objects. It has also been modified to mirror the state law on obstructing the public ways. This section now simply outlaws obstructing the free passage of pedestrians on sidewalks and shoulders or solicitations which result in vehicles stopping within the travel lane;
- Section 50-268 (1) (d) has been revised to clarify that solicitors cannot unreasonably obstruct vehicles moving into or out from a parking area into the travel way. This would apply, for example, to solicitations that block a driveway into a home or business.
- Section 50-270 has been shortened to eliminate the unnecessary language in subsections (2) and (3) which reference that individuals cited under the ordinance could also be warned or summoned under applicable state statutes. This is allowable whether such language is included in the ordinance or not, so it has been deleted for simplification purposes.

These revisions have been reviewed by the Police Department, which is supportive of the changes.

Given the discussion at the last meeting, we wanted to provide the Council with the opportunity to review these changes in advance to ensure that concerns have been addressed and a final version can be placed on the next agenda.

If you have any questions or concerns, please let us know.

**AN 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 HEREBY ORDAINS:**

Chapter 50 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

**CHAPTER 50**

**OFFENSES AND MISCELLANEOUS PROVISIONS**

**ARTICLE X. AGGRESSIVE PANHANDLING**

**Sec. 50-266. Purpose.**

The purpose and intent of this ordinance is: to prevent dangers to persons and property, to prevent delays, and to avoid interference with traffic flow caused by persons soliciting employment, business, contributions, or sales of any kind, or collecting monies for the same, in or on a publicly maintained street, road or highway used primarily for the conveyance of motorized vehicle traffic; to ensure unobstructed pedestrian travel within the public right of way, including sidewalks; and to protect the safety of the general public by imposing reasonable manner and place restrictions on the conduct of persons engaged in solicitation while respecting their constitutional rights of free speech. These purposes are derived from the following findings:

1. Actively soliciting from occupants of vehicles distracts drivers from their primary duties to watch traffic and avoid potential hazards, including pedestrians, in the roadway, to observe all traffic control signals or warnings, and to prepare to move through the City’s travel ways and intersections.
2. When persons approach vehicles to solicit from occupants, traffic flow is impeded, delays result due to obstruction of the free flow of travel, and congestion and blockage of travel ways, driveways to parking areas, and sidewalks results.
3. Distracted drivers are more prone to accidents, which constitute a serious traffic safety problem and impede and prevent the orderly flow of traffic. Distracted drivers constitute a threat to the safety of the person engaging in solicitation as well as that of other pedestrian traffic and traffic in general.
4. Aggressive solicitation creates fear and intimidation and results in a loss of access to and enjoyment of public places.

5. The State Statute dealing with divided highways, Title 29-A M.R.S. §2052(5), authorizes a municipality to limit the use of travel ways and to prohibit pedestrians from those ways. The State Statute addressing pedestrian traffic, Title 29-A M.R.S. §2056(2), clarifies how pedestrians are expected to conduct themselves 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.

**Sec. 50-267. 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, beyond which vehicular travel is not intended.
- (3) “Median” means the area within a street, road or highway, generally in the middle, which separates traffic traveling in one direction from traffic traveling in another direction or which, at intersections, separates traffic turning left or right from traffic proceeding straight. A median may be physically separated from the area used by motor vehicles by curbing, landscaping, or other physical obstacles. A median may also be delineated 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 them or to idle on them 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). Medians also include other areas of a street, road or highway that are separated from motor vehicle traffic lanes by curbing, landscaping, or other physical obstacles designed to exclude motor vehicles (also known as an “island”).
- (4) “Public right-of-way” means real property:
  - a. Owned by a governmental entity or by a non-governmental entity or person and deeded, used, reserved or dedicated to or for public use for travel, transportation, or public utility purposes, including but not limited to, sidewalks, medians, curbs, shoulders, improved shoulders, walkways, paths and any other area so owned, dedicated, used, or reserved; 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, standing, or stopping;
  - c. Distinguished from the travel way by different design, construction, or markings; and
  - d. Not intended for normal vehicular travel.
- (6) “Sidewalk” means an improved surface which is located between the curb or lateral lines of a street, road or highway and the adjacent property line and which 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 that portion of the public way open to vehicular travel, including shoulders but excluding sidewalks.
- (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.

**Sec. 50-268. Prohibited acts generally.**

- (1) It is 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, while actively soliciting:
- a. Enters onto the traveled portion of a publicly maintained street, road or highway;
  - b. Is located on or within any median;
  - c. Is located on a sidewalk or shoulder intended for or capable of pedestrian travel such that the free passage of foot traffic is unreasonably obstructed or where such solicitation results in vehicles stopping within the travel lane to respond to the solicitation; or
  - d. Is located such that vehicles are unreasonably obstructed from moving into or out from a legal parking area into the travel way.

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

**Sec. 50-269. Invasively Aggressive Solicitation.**

- (1) It is unlawful for a person to intentionally or recklessly position his or her self or any held or placed sign or object in such a manner as to interfere with the line of sight of a vehicle operator while actively engaging in solicitation.
- (2) A person may not intentionally or recklessly block, follow, accompany without consent, or threaten another person on a public right-of-way during a solicitation or after the solicited individual has declined the request.
- (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, before, during or after engaging in solicitation.
- (4) A person may not intentionally or recklessly block another person's entrance to a building or vehicle while engaging in solicitation.
- (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.

**Sec. 50-270. Penalty.**

The civil penalty imposed for a citation issued for a violation of Chapter 50 Article X shall be in accordance with the city's policy manual as approved by the city council. The civil penalties imposed are cumulative.

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Public Hearing and Final Passage on amendments to the Solid Waste Ordinance.

**INFORMATION:**

These proposed Code amendments incorporate language to address the new “ePass” program which replaces the old punch pass system, adds an “abbreviated ePass” program which allows tenants of multi-unit apartment buildings to dispose of materials for a 30 day period, expands the list of recyclable materials, adds an open enrollment period for properties that have been previously terminated from the program and shifts the spring clean up language from the ordinance into the Solid Waste Policy instead.

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

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

The City Administrator recommends approval of the requested action.

*EABkmm*

**REQUESTED ACTION:**

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

That the proposed amendments to the City Code of Ordinances, Chapter 62 “Solid Waste”, Section 62-11 “Definitions”, Section 62-13 “Municipal collection of solid waste and recyclable materials”, Section 62-14 “Fee Schedule”, Section 62-22 “Recycling Agreement”, Section 62-23 “Spring cleanup event” and Section 62-24 “ePass program”, receive final passage by a roll call vote.



# Department of Public Works

David A. Jones, P.E.  
Director



August 27, 2013

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

Re: Council Approval of Solid Waste Ordinance and Policy Changes

At their August 13, 2013 meeting, we held a workshop with the City Council on the proposed changes to both the Solid Waste Ordinance (Chapter 62 of the City Ordinances) and the Solid Waste Policy (formerly Policy #52 Solid Waste Fee Schedule). Members of the City Council provided valuable feedback, which has since been incorporated as part of the proposed revisions to both the Ordinance and the Policy. At their meeting on September 3, 2013, we will ask the City Council to vote to approve the first reading of the proposed changes to the Solid Waste Ordinance (Chapter 62 of City Ordinances). At the City Council meeting scheduled for September 17, 2013, we will ask the City Council to take two votes:

1. Vote to approve the second reading of the proposed changes to the Solid Waste Ordinance (Chapter 62 of City Ordinances); and
2. Vote to approve the proposed changes to Policy #52 Solid Waste

Here is a quick summary of the proposed changes;

#### Chapter 62 of City Ordinances – Solid Waste

- Incorporates language to address the new ePass, which replaced the old punch pass;
- Adds an "abbreviated ePass", which allows tenants of multi-unit apartment buildings in the City to dispose of materials for a 30 day period at the solid waste facility. The amount and types of materials allowed for both ePasses and abbreviated ePases are established;
- Expands the list of materials that can be recycled;
- Adds an open enrollment period for the properties which had been terminated from the program. (As discussed during the workshop this was changed to begin in even numbered years);
- Eliminates the Spring Cleanup event from the Ordinance and refers to the Solid Waste Policy for details about the Spring Cleanup Assistance Event. (The revised policy describes the Spring Cleanup Assistance Event and services provided if funded).

#### Policy #52 Solid Waste Policy (to be voted on at Sept 17 meeting)

- Updates the language to replace "Punch Pass" with "ePass";
- Establishes a fee for "abbreviated ePass at \$10.00;
- For Waste Collection and Disposal from Multi-Unit Apartment Buildings, the per dwelling unit fee per year will be waived for owner occupied units;
- Eliminates "Processing Fees" for other towns as Single Stream Recycling has replaced this effort. Other towns can still deliver their Single Stream recyclables to Lewiston for processing, but there is no sharing of revenues;
- Adds a section to describe the Spring Cleanup Assistance Event (as mentioned above).

We recommend approval of the Ordinance and Policy revisions as written when the City Council votes.

Sincerely,  
David A. Jones, P.E.  
Director

Cc: K. Gagne, M. Bates, R. Stalford

## 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.~~ Spring Cleanup Assistance 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. 62-11. 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).

*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.

*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~~ ePass is nontransferable and is invalid if used by anyone other than the ~~recipient.~~ authorized user.

*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.~~

*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 x three-foot pieces. No waxed containers, "gray" paperboard or "yellow" cardboard.~~
- (3) ~~Clear~~ Glass 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,

## SOLID WASTE

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.

*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).

*Universal waste* includes the following:

- (1) Rechargeable batteries, which contain lead, cadmium and/or mercury.

## SOLID WASTE

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

### 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.

## SOLID WASTE

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, 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 even numbered year for properties, which had been terminated from the program due
  1. to failure to pay required disposal fees and/or
  2. failure to address any outstanding violations/penalties, as required in this section and/or,

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.

## SOLID WASTE

- (6) If a landlord provides the Finance Department a 30-day pre-notification in advance of payment due date that they wish to be removed from a program and to private haul their trash, they may rejoin the program beginning on the next semiannual cycle. Pre-notification of termination and applying for reinstatement in the program will be the sole responsibility of the landlord. If pre-notification is not received, the property will be removed from the program due to lack of payment and be subject to the open enrollment rules reflected in section 5.

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 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

## SOLID WASTE

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 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.

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

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

### **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)

## SOLID WASTE

### 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.~~

~~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.~~

#### Spring Clean-Up Assistance Event

The Solid Waste Policy (ref. Spring Cleanup Assistance Event) describes a limited service to Residential Lewiston Code

Chapter 62

## SOLID WASTE

Property owners, by the City, for the collection of solid waste materials, which are not typically collected curbside and for which the City charges a fee for disposal. This policy and any modifications to this policy shall be filed with the City clerk.

### **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.

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

## SOLID WASTE

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.

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 10**

**SUBJECT:**

Public Hearing & Final Passage for Land Use Code Amendments regarding tattoo establishments.

**INFORMATION:**

James Bernard of Professional Pierces of Maine has submitted a petition to amend the Land Use Code regarding tattoo establishments and zoning restrictions.

On August 26, the Planning Board voted 6-1 to send a favorable recommendation to the City Council for the adoption of proposed amendments in support of the requested Code changes.

Please see the enclosed memorandum from City Clerk Planner, David Hediger.

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

The City Administrator recommends approval of this item.

*ERAB/kmm*

**REQUESTED ACTION:**

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

That the proposed amendments to the Appendix A, Article II "Definitions", Article XI "District Regulations", and Article XII "Performance Standards", of the City Zoning and Land Use Code, regarding tattoo establishments and zoning, receive final passage by a roll call vote.

**AN ORDINANCE PERTAINING TO TATTOO ESTABLISHMENTS**

**THE CITY OF LEWISTON HEREBY ORDAINS:**

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

**APPENDIX A**

**ZONING AND LAND USE CODE**

**Article II. Definitions.**

**Sec. 2. Definitions.**

Unless otherwise expressly stated, the following words shall, for the purpose of this Code, have the meaning herein indicated:

*Adult business establishment* means a business which:

- (1) Keeps for public patronage, or permits or allows the operation of, any adult amusement device as defined in Chapter 22, Article I, section 22-2 of the Code of Ordinances of the City of Lewiston; or
- (2) Offers live entertainment, customarily exhibits motion pictures, or displays any other visual representation described or advertised as being "X-Rated" or "For Adults Only", and which excludes persons from any portion of the premises by reason of immaturity of age or by use of such, or similar phrases; or
- (3) Offers as a substantial portion of its stock-in-trade, books, magazines, other periodicals, video recordings, marital aides, and devices characterized by their emphasis on specified anatomical areas or specified sexual activities, as defined in Chapter 22, Article I, section 22-2 of the Code of Ordinances of the City of Lewiston, "adult amusement devices"; or
- (4) Has an adult oriented live entertainment license pursuant to Chapter 10, Article IV of the aforementioned Code; or
- ~~(5) — Performs or practices the art of tattooing (tattoo parlors)~~

As used in this definition, "customarily" shall mean more often than an average of one (1) calendar week during any calendar month of operation, and "substantial portion" shall mean greater than thirty (30) percent of the books, magazines, other periodicals, video recordings, marital aides, and devices carried as stock-in-trade.

Tattoo Establishment means a permanent, nondwelling premise where a tattoo practitioner/operator, being the person who places a tattoo on a human being, and is at least 18 years of age, performs tattooing.

## Article XI. District Regulations

(c) *Land Use Table* – uses appearing in the table are part of this Code and set forth the uses allowed in all district. (SEE TABLE: Tattoo establishments, HB, CB)

## Article XII. Performance Standards

### Sec. 9. Adult business establishment, tattoo establishment, and drinking place standards.

The regulation of the density of adult business establishments, tattoo establishments, and drinking places is intended to permit the location of such establishments within the community, yet ensure that they will not become overly concentrated in neighborhoods or areas to the detriment of other uses. Therefore, in addition to the regulations of article XI, adult business establishments, tattoo establishments, and drinking places shall conform to the following standards:

- (1) The minimum distance between an adult business establishment, tattoo establishments, and/or drinking place and any two other adult business establishments, tattoo establishments, and/or drinking places in the same or adjoining zoning district shall be 300 feet for businesses located within the Centreville district as measured along the ordinary course of travel between the main entrance of each premises.
  - (a) Drinking places with 5,000 square feet or greater on the first floor are exempt from the above referenced standard. Drinking places of 5,000 square feet or greater shall not be included in the locational criteria determinations for drinking places of less than 5,000 square feet or adult business establishments.
- (2) The minimum distance between an adult business establishment, tattoo establishments, and/or drinking place and any two other adult business establishments, tattoo establishments, and/or drinking places in the same or adjoining zoning district shall be 500 feet for businesses located in any other district as measured along the ordinary course of travel between the main entrance of each premises.
- (3) An adult business establishment, or drinking place may not be located within 300 feet, as measured along the ordinary course of travel between the main entrance of each premises, of a public or private school, school dormitory, church, chapel or parish house, or legally-established dwelling in a residential zoning district, in existence prior to the establishment of the business.

### **Reason for proposed amendment**

Tattoo establishments are currently regulated as adult business establishments in the City of Lewiston and are permitted in the Community Business (CB) district as a conditional use. Listed as an adult business limits tattoo establishments to one zoning district and subjects them to additional performance standards, including locational criteria requiring 300 feet of separation along the ordinary course of travel between the main entrance of each premises, of a public or private school, school dormitory, church, chapel or parish house, or legally-established dwelling in a residential zoning district, in existence prior to the establishment of the business.

The tattoo/body art industry is commonly classified as a personal service, which includes saunas, ear piercing services, tanning salons, hair salons, etc. Tattoos and tattoo establishments have become very common in society and many of the associated stigmas and sensitivities have moderated. The City has historically held tattoo establishments to a more onerous zoning requirement than other permitted personal services. Personal services are presently allowed as a permitted use in 12 zoning districts. Creating a separate definition for tattoo establishments provides the ability to limit which districts said uses may be allowed in. A separate definition provides for limitations to be placed upon tattoo establishments rather than combining with the use group of personal services which are allowed as permitted uses with no performance standard requirements.

The proposed amendment:

- Creates a separate definition for tattoo establishments, removing it from the definition of adult business establishments.
- Continues to allow tattoo establishments as a conditional use in the CB district.
- Adds tattoo establishments as a conditional use to the highway business (HB) district.
- Continues to regulate the distance between an adult business establishment, tattoo establishments, and/or drinking place and any two other adult business establishments, tattoo establishments, and/or drinking places.
- Does not require the previously established setback of a 300 feet between the main entrance of a tattoo establishment and that of a public or private school, school dormitory, church, chapel or parish house, or legally-established dwelling in a residential zoning district, in existence prior to the establishment of the business.

### **Conformance with Comprehensive Plan**

- Review permitting and licensing policies and practices to see where they can be streamlined in order to better service the development community. . . (see Economy, Policy 1, Strategy C, p 39).

- Encourage the orderly growth and development of the appropriate areas of the City while making efficient use of public services ... (Land Use, Goals, #1, page 123).



## CITY OF LEWISTON

### Department of Planning & Code Enforcement



**TO: Mayor and Members of the City Council**  
**FROM: David Hediger, City Planner**  
**DATE: August 30, 2013**  
**RE: Zoning and Land Use Amendment: Tattoo Establishments**

James J Bernard of Professional Piercers of Maine has submitted a petition pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to amend the City of Lewiston's Zoning and Land Use Code as it relates to tattoo establishments. Tattoo establishments are currently regulated as adult business establishments in the City of Lewiston and are permitted in the Community Business (CB) district as a conditional use. Regulated as an adult business limits tattoo establishments to one zoning district and subjects them to additional performance standards, including locational criteria requiring 300 feet of separation along the ordinary course of travel between the main entrance of each premises, of a public or private school, school dormitory, church, chapel or parish house, or legally-established dwelling in a residential zoning district, in existence prior to the establishment of the business.

The tattoo/body art industry is commonly classified as a personal service, which includes saunas, ear piercing services, tanning salons, hair salons, etc. Tattoos and tattoo establishments have become very common in society and many of the associated stigmas and sensitivities have moderated. The City has historically held tattoo establishments to a more onerous zoning requirement than other permitted personal services. Personal services are presently allowed as a permitted use in 12 zoning districts. Creating a separate definition for tattoo establishments provides the ability to limit which districts said uses may be allowed in. In addition, a separate definition provides for limitations to be placed specifically upon tattoo establishments rather than combining with the use group of personal services which are allowed as permitted uses with no performance standard requirements.

The proposed amendment:

- Creates a separate definition for tattoo establishments, removing it from the definition of adult business establishments;
- Continues to allow tattoo establishments as a conditional use in the CB district;
- Adds tattoo establishments as a conditional use to the highway business (HB) district;
- Continues to regulate the distance between an adult business establishment, tattoo establishments, and/or drinking place and any two other adult business establishments, tattoo establishments, and/or drinking places;
- Does not require the previously established setback of a 300 feet between the main entrance of a tattoo establishment and that of a public or private school, school dormitory, church, chapel or parish house, or legally-established dwelling in a residential zoning district, in existence prior to the establishment of the business.

The City currently has three licensed tattoo establishments: 807 Main Street zoned HB; 890 Lisbon Street, zoned CB; 1384 Lisbon Street, zoned HB. The two establishments in the HB are currently legally established nonconforming uses currently not allowed in the HB district. Said establishments were permitted in the HB until the early/mid 2000's when the Planning Board and City Council adopted changes due in part to concerns with adult merchandise natured stores and complaints about drinking establishments, which were included in the definition of adult business establishments. The proposed amendment will make the two existing tattoo establishments in the HB conforming uses.

On August 26, 2013 the Planning Board voted 6-1 to send a favorable recommendation for the City Council's consideration to amend Appendix A of the Zoning and Land Use Code, Article II, Section 2, definition of tattoo establishment; Article XI, District Regulations, Section 22 to allow tattoo establishments as a conditional use in the Highway Business and Community Business districts; and, Article XII, Performance Standards, Section 9 regarding the minimum distance between an adult business establishment, tattoo establishment, and/or drinking place. The opposing vote was due to concerns with the proposed removal of the performance standard which currently prohibits tattoo establishments from being located within 300 feet, as measured along the ordinary course of travel between the main entrance of each premises, of a public or private school, school dormitory, church, chapel, mosque, synagogue, or parish house, or legally-established dwelling in a residential zoning district.



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



---

**To:** City Council Members  
**From:** David Hediger  
**Date:** August 27, 2013  
**Subject:** Planning Board Action: Tattoos Establishments –  
Amendment to Ordinance

---

The Planning Board took the following action at their meeting held on August 26, 2013 regarding a petition submitted by James J Bernard, Professional Piercers of Maine to amend the Zoning and Land Use Code pertaining to tattoo establishments:

The following motion was made:

**MOTION:** by **Paul Robinson** pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration to amend Appendix A of the Zoning and Land Use Code, Article II, Section 2, definition of tattoo establishment; Article XI, District Regulations, Section 22 to allow tattoo establishments as a conditional use in the Highway Business and Community Business districts; and, Article XII, Performance Standards, Section 9 regarding the minimum distance between an adult business establishment, tattoo establishment, and/or drinking place.  
Second by **Kevin Morissette**.

**VOTED:** **6-1 (Passed).**  
Michael Marcotte Opposed – concerned with the proposed removal of the performance standard which currently prohibits tattoo establishments from being located within 300 feet, as measured along the ordinary course of travel between the main entrance of each premises, of a public or private school, school dormitory, church, chapel, mosque, synagogue, or parish house, or legally-established dwelling in a residential zoning district.

c: Ed Barrett, City Administrator  
Planning Board Members

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

To whom it may concern,

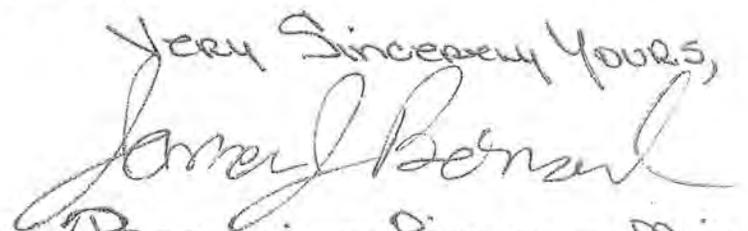
With respect to the growth of business in Lewiston Maine, I propose to change the zoning rules for the TATTOO/BODY ART INDUSTRY OUT OF THE ADULT BUSINESS CLASSIFICATION.

I propose that the TATTOO/BODY ART industry be allowed, in addition to, STANDARD BUSINESS DISTRICT AND BUSINESS HIGHWAY, which would allow business growth with minimal expansion.

TATTOOING AS AN INDUSTRY HAS BECOME MORE MAINSTREAM WITH 25 PERCENT OF THE POPULATION BETWEEN 18 AND 25 YEARS OLD BEING TATTOOED AND PIERCED AND EXPANDING YEARLY.

PROFESSIONAL PIERCERS OF MAINE HAS ENJOYED DOING MANY YEARS OF BUSINESS IN THE CITY OF LEWISTON AND ARE LOOKING FORWARD TO EVEN GREATER SUCCESS WITH THIS EXPANSION.

Thank you in advance for helping to promote the business growth in the city of Lewiston.

Very Sincerely Yours,  


PROFESSIONAL PIERCERS OF MAINE  
1205 LISBON STREET  
LEWISTON, ME. 04241  
207-689-3238

(10)

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

Pursuant to Appendix A, Article XVII, Section 5 A Amendments of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to allow tattoo establishments as a conditional use in the Highway Business and Community Business zoning districts described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>Kristen Globensky</i>	Kristen Globensky	201 Pine St H 3 <sup>appt 4</sup> Lewiston ME	6/6/13
2	<i>Diann J. King</i>	DIANN J. KING	486 Old Greene Rd. Lewiston ME	6/7/13
3	<i>Chad Taylor</i>	CHAD TAYLOR	56 Spring St Lewiston	6/12/13
4	<i>Cheralynn Rowe</i>	Cheralynn Rowe	69 Lincoln St	6/14/13
5	<i>Shari K. Gosselin</i>	Shari K Gosselin	16 Lucille Ave	6/14/13
6	<i>Chris Pomerleau</i>	Chris Pomerleau	20 Forest St	6/18/13
7	<i>Trina Elsmar</i>	Trina Elsmar	6 Cherrywood Dr	6/18/13
8	<i>Jessie Moody</i>	Jessie Moody	89 Whitney St	6/20/13
9	<i>Kayla A. Zemla</i>	Kayla A. Zemla	50 James St	6-26-13
10	<i>Shantel Fournier</i>	Shantel Fournier	738 Lisbon St.	6/28/13
11	<i>Nicole Bonlet</i>	Nicole Bonlet	45 Buckley St.	6/29/13
12	<i>Laura Murphy</i>	Laura Murphy	56 Howard St <sup>Apt 2</sup>	7/1/13
13	<i>Kayla Parent</i>	Kayla Parent	91 Warren Ave <sup>appt 5</sup>	7/1/13
14	<i>Holly Laorgna</i>	Holly Laorgna	1841 N Lisbon St	7/8/13
15	<i>Ciara Bergeron</i>	Ciara Bergeron	17115 St.	7/8/13
16	<i>Amy Michaud</i>	Amy Michaud	25 Demi Circle <sup>Lewiston ME 04240</sup>	7/10/13
17	<i>Tia Roy</i>	TIA ROY	358 EAST AVE	7/12/13
18	<i>Tiffany Dick</i>	Tiffany Dick	85 Lafayette St	7/12/13
19	<i>Kat Sturis</i>	Kat Sturis	184 Highland Ave	7/12/13
20	<i>Kittelyn Major</i>	Kittelyn Major	48 Androscoogin Ave	7/12/13

**CIRCULATOR'S VERIFICATION**

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

Signature of Circulator

Printed Name of Circulator

Date

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

Pursuant to Appendix A, Article XVII, Section 5 AAmendments@of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to allow tattoo establishments as a conditional use in the Highway Business and Community Business zoning districts described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Steve Harris	1205 Lisbon St Lewiston ME 04240	7-12-13
2		Phalen Anctil	55 Randall Rd Lewiston, ME	7/12/13
3		Bradley Esty	16 Wildwood Dr. Apt #3 Lewiston ME	7-12-13
4		Lauren Chapman	151 Sabbath St. Lewiston, ME	7/16
5		Melissa Cole	73 Knox St Lewiston ME 04240	7/16/13
6		LISA FRANKLIN	2 Triangle Dr #3 Lewiston, ME	7/17/13
7		Kathleen Labbe	32 Bradbury Rd Lewiston, Me 04240	7/18/13
8		Steven W. Curran	34 Albert St Lewiston, Me 04240	7/20/13
9		Stacey Pildeau-Curran		11
10		Dina Margston	309 Old Greene Rd Lewiston, Me	7/24
11		Louise Morin	4 Woodville Rd Lewiston ME 04240	7/25
12		Jennifer Feltner	16 Leeds St #7 Lewiston, ME	10/1 08/13
13		Heidi Lemieux	229 Lincoln St	8-1-13
14		Jennifer Pray	56 Wood St. Lewiston ME 04240	8-2-13
15		Aileen St. Onge	262 Russell St Lewiston, Me 04240	8/8/13
16				
17				
18				
19				
20				

**CIRCULATOR-S VERIFICATION**

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

Signature of Circulator

Printed Name of Circulator

Date



	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	
	P	P	P	P	P	P	P	P										
ns, institutions for the homes, group care				C	P		C	P	P	P	P	P	P	P		P	P	
					P		C	P	C	P	P	P	P			P	P	
alleries and theaters					P				P	P			P				P	
ns or structures for ormitories, art, res, athletic facilities with buildings ncipal buildings or				C(13)	P		C(13)	C	P	P(12)(24)	P	P	P	P	P	P	P	
							C	P		C			P					
ction buildings					P				P	P			P				P	
ividual residential lots	P	P	P	P		P	P(2)	P	P(11)	P(2)								
ots	P			P(35)														
				P		P(37)	P	P	P(11)				P(14)					
the standards of				P(34)	P(11)		P	P	P(11)	P	P		P			P	P	
rdance with the	C			P(34)	P(11)		P	P	P(11)	P								
nents in accordance	C	P		P			P											
rdance with the		P		P			P	P										
					P(11)		P	P	P(11)	P	P	P	P			P	P	
							P		P(11)									
home occupation	P	P	P	P		P	P	P	P		P					C		
the standards of Article	P	P	P	P		P	P	P	P				P				P	
	P	P	P	P		P	P	P	P									
	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
							C		C									
	P(8)																P	
	P																	
ting activities in e XIII	P	P	P	P		P	P	P			P	P		P	P	P	P	
	C													C	C			
	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
marinas					P												P	C
al, scientific or nature aximum floor area of quare feet																		C
	C																	C
ve outdoor recreation	C	C	C	C	P	C	C	C	C								P	P
re-in theaters					P						C	C		C				P(32)
as listed under								C							P			

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

**SUBJECT:**

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

**INFORMATION:**

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

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

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

Approval is recommended.

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

The City Administrator recommends approval of the requested action.

*EPB/KMM*

**REQUESTED ACTION:**

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

To grant an Automobile Graveyard/Junkyard permit to Grimmel's Industries, 50 River Road, subject to the following conditions:

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

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

DATE OF APPLICATION: 8-15-13

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

LICENSE EXPIRES: September 30, 2014

PUBLIC HEARING DATE: SEPTEMBER 17, 2013

NAME OF BUSINESS Grimmel Industries

BUSINESS ADDRESS 50 River Rd.

CITY/STATE Lewiston, Me.

BUSINESS TELEPHONE 784-6754

NAME OF OWNER(S) Gary + Betty Grimmel

CONTACT PERSON/GENERAL MANAGER Tim Garrity

HOME ADDRESS 14 Buttonwood Lane

CITY/STATE Lewiston, Me.

HOME TELEPHONE 784-6369

**CITY & STATE REGULATIONS**

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

Location of Automobile Graveyard/Junkyard 50 River Rd.

(Street address)

How is yard "screened" - Fence? (Type) Cyclone Height? 8'/11' Turnpike sides

Trees? (Type) Pine Embankment? \_\_\_\_\_

Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_

How far is edge of "yard" from center of highway? \_\_\_\_\_

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

Was junkyard law, requirements and fees explained to you?

Yes X No \_\_\_\_\_

When was last permit issued? 2012

To whom? Same

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

We recycle Batteries + Tires, and Cut in half Fuel tanks. We Do not accept Any Fluids in Automobiles, oil, Transmission Fluid, Antifreeze, Brake Fluid, gear oils etc.

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

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

SIGNED BY Cory A. Pedall

FOR Grimmel Industries  
(Name of Company, corporation, partnership or individual)



## ***POLICE DEPARTMENT***

Michael Bussiere  
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk  
FROM: Lt. Adam D. Higgins, Lewiston PD  
REF: Automobile Graveyard/Junkyard Permits (Renewals)  
DATED: September 4, 2013

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

**Grimmel's industries, 50 River Road**

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce McKay  
Assistant Chief



September 6, 2013

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

**RE: 50 River Road, Grimmel's Auto Grave Yard / Junkyard 2013 Permit**

Dear Kelly:

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

Respectfully,

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

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

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



# *CITY OF LEWISTON*

## *Planning & Code Enforcement*



**TO:** City Clerks  
**FROM:** David Hediger, City Planner  
**SUBJECT:** Automobile Graveyard/Junkyard Permits  
**DATE:** September 10, 2013

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

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

**PUBLIC NOTICE**  
**CITY OF LEWISTON**

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on *Tuesday, September 17, 2013*, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway

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

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

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC  
City Clerk  
Lewiston, Maine

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

**PUBLISH ON: Monday, September 9, 2013**

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

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

**INFORMATION:**

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

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

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

Approval is recommended.

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

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

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

To grant an Automobile Graveyard/Junkyard permit to the Lewiston Public Works Department, 424-482 River Road.

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

DATE OF APPLICATION: August 19, 2013  
PUBLICATION FEE: Fee Waived ~~\$25.00~~ LICENSE FEE: Fee Waived ~~\$50.00~~  
LICENSE EXPIRES: September 30, 2014

PUBLIC HEARING DATE: SEPTEMBER 17, 2013

NAME OF BUSINESS City of Lewiston - Public Works  
BUSINESS ADDRESS 424 River Rd.  
CITY/STATE Lewiston, Maine  
BUSINESS TELEPHONE 513-3006  
NAME OF OWNER(S) David A. Jones, P.E. Dir. Public Works  
CONTACT PERSON/GENERAL MANAGER Rob Stafford, Superintendent  
HOME ADDRESS 103 Adams Ave.  
CITY/STATE Lewiston, Maine  
HOME TELEPHONE 513-3006

**CITY & STATE REGULATIONS**

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

Location of Automobile Graveyard/Junkyard City of Lewiston,  
Solid Waste Facility, 424 River Rd.  
(Street address)

How is yard "screened" Fence? (Type) Chain Link w/ slats Height? 10'  
Trees? (Type) White Pine Embankment? 8' Berm  
Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? Building  
How far is edge of "yard" from center of highway? 480 LF  
Can junk be seen from any part of highway? Yes \_\_\_\_\_ No X

Was junkyard law, requirements and fees explained to you?

Yes X No \_\_\_\_\_

When was last permit issued? 10-1-2011

To whom? \_\_\_\_\_

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

Tires - recycled, Batteries - recycled,  
Engine Lubricant - recycled, Engine Coolant -  
recycled. Other waste items listed - not  
accepted.

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

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

SIGNED BY Robert Stafford

FOR City of Lewiston, Dept. of Public Works  
(Name of Company, corporation, partnership or individual)



## ***POLICE DEPARTMENT***

Michael Bussiere  
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk  
FROM: Lt. Adam D. Higgins, Lewiston PD  
REF: Automobile Graveyard/Junkyard Permits (Renewals)  
DATED: September 4, 2013

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

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

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce McKay  
Assistant Chief



September 6, 2013

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

**RE: Lewiston Public Works Dept. Auto Graveyard / Junkyard 2013 Permit**

Dear Kelly,

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

Respectfully,

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

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

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



# *CITY OF LEWISTON*

## *Planning & Code Enforcement*



**TO:** City Clerks  
**FROM:** David Hediger, City Planner  
**SUBJECT:** Automobile Graveyard/Junkyard Permits  
**DATE:** September 10, 2013

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

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

## PUBLIC NOTICE

### CITY OF LEWISTON

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on *Tuesday, September 17, 2013*, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway

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

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

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC  
City Clerk  
Lewiston, Maine

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

**PUBLISH ON: Monday, September 9, 2013**

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 13**

**SUBJECT:**

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

**INFORMATION:**

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

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

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

Approval is recommended.

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

The City Administrator recommends approval of the requested action.

*EAS/KMM*

**REQUESTED ACTION:**

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

To grant an Automobile Graveyard/Junkyard permit to Gary St. Laurent/Maine Heavy Equipment Rental, 1445 Sabattus Street.

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

DATE OF APPLICATION: 8/29/2013

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

LICENSE EXPIRES: September 30, 2014

PUBLIC HEARING DATE: SEPTEMBER 17, 2013

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

BUSINESS ADDRESS 1445 Sabbathus Street

CITY/STATE Lewiston ME 04240

BUSINESS TELEPHONE 207-784-7944

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

CONTACT PERSON/GENERAL MANAGER Same as above

HOME ADDRESS 20 Highland Spring Rd

CITY/STATE Lewiston ME 04240

HOME TELEPHONE 207-784-7944

**CITY & STATE REGULATIONS**

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

Location of Automobile Graveyard/Junkyard 1445 Sabbathus St.

Lewiston ME 04240

(Street address)

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

Trees? (Type) Pine Embankment? \_\_\_\_\_

Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_

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

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

Was junkyard law, requirements and fees explained to you?

Yes  No

When was last permit issued? 2012

To whom? Gary R. St. Laurent

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

Tires, Batteries sold and disposed of at a redemption yard. All Fluids are not allowed on the premises - including fuel tanks.

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

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

SIGNED BY Gary R. St. Laurent

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



***POLICE DEPARTMENT***

Michael Bussiere  
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk  
FROM: Lt. Adam D. Higgins, Lewiston PD  
REF: Automobile Graveyard/Junkyard Permits (Renewals)  
DATED: September 4, 2013

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

**Maine Heavy Equipment, 1445 Sabattus Street**

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce McKay  
Assistant Chief



September 6, 2013

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

**RE: Gary St. Laurent / Heavy Equipment – Auto Graveyard/ Junkyard 2013 Permit**

Dear Kelly,

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

Respectfully,

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

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

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



# *CITY OF LEWISTON*

## *Planning & Code Enforcement*



**TO:** City Clerks  
**FROM:** David Hediger, City Planner  
**SUBJECT:** Automobile Graveyard/Junkyard Permits  
**DATE:** September 10, 2013

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

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

**PUBLIC NOTICE**  
**CITY OF LEWISTON**

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on *Tuesday, September 17, 2013*, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway

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

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

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC  
City Clerk  
Lewiston, Maine

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

**PUBLISH ON: Monday, September 9, 2013**

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 14**

**SUBJECT:**

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

**INFORMATION:**

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

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

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

Approval is recommended.

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

The City Administrator recommends approval of the requested action.

*EWB/KMM*

**REQUESTED ACTION:**

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

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

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

DATE OF APPLICATION: 7.5.13

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

LICENSE EXPIRES: September 30, 2014

PUBLIC HEARING DATE: SEPTEMBER 17, 2013

NAME OF BUSINESS DANA'S GARAGE & USED PARTS

BUSINESS ADDRESS 193 CROWLEY ROAD

CITY/STATE LEWISTON, ME 04240

BUSINESS TELEPHONE 207-7820777

NAME OF OWNER(S) NORMAN TALBERT

CONTACT PERSON/GENERAL MANAGER NORMAN TALBERT

HOME ADDRESS 199 CROWLEY ROAD

CITY/STATE LEWISTON, ME 04240

HOME TELEPHONE 207-7821143

**CITY & STATE REGULATIONS**

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

Location of Automobile Graveyard/Junkyard 193 CROWLEY ROAD

LEWISTON, ME 04240  
(Street address)

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

Trees? (Type) SOFT & HARD WOOD Embankment? \_\_\_\_\_

Gully? \_\_\_\_\_ Hill? HILL Other? \_\_\_\_\_

How far is edge of "yard" from center of highway? 200 YARD

Can junk be seen from any part of highway? Yes \_\_\_\_\_ No ✓

Was junkyard law, requirements and fees explained to you?

Yes ✓ No \_\_\_\_\_

When was last permit issued? 2012

To whom? NORMAN JALBERT

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

DISPOSE TIRES TO B.I.D.S. FUEL TANKS, BATTERIES  
TO GRIMMEL, ENGINE LUB. TRANS FLUID BRAKE FLUID TO  
SEABOAT, ENGINE COOLANT SELL

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

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

SIGNED BY Norman Jalbert

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



## ***POLICE DEPARTMENT***

Michael Bussiere  
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk  
FROM: Lt. Adam D. Higgins, Lewiston PD  
REF: Automobile Graveyard/Junkyard Permits (Renewals)  
DATED: September 4, 2013

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

**Dana's Garage, 193 Crowley Road**

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce McKay  
Assistant Chief



September 6, 2013

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

**RE: 193 Crowley Rd., Dana's Garage Auto Grave Yard 2013 Permit**

Dear Kelly,

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

Respectfully,

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

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

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



# *CITY OF LEWISTON*

## *Planning & Code Enforcement*



**TO:** City Clerks  
**FROM:** David Hediger, City Planner  
**SUBJECT:** Automobile Graveyard/Junkyard Permits  
**DATE:** September 10, 2013

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

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

**PUBLIC NOTICE**

**CITY OF LEWISTON**

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on *Tuesday, September 17, 2013*, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway

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

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

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC  
City Clerk  
Lewiston, Maine

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

**PUBLISH ON: Monday, September 9, 2013**

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 15**

**SUBJECT:**

Public Hearing on an application from ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway for an Automobile Graveyard/Junkyard permit.

**INFORMATION:**

ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway is requesting renewal of their Automobile Graveyard/Junkyard permit.

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

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

Approval is recommended.

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

The City Administrator recommends approval of the requested action.

*EPAS/KMM*

**REQUESTED ACTION:**

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

To grant an Automobile Graveyard/Junkyard permit to ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway, subject to the attached conditions.

### **ReEnergy Lewiston, LLC:**

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

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

DATE OF APPLICATION: August 29th, 2013

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

LICENSE EXPIRES: September 30, 2014

PUBLIC HEARING DATE: SEPTEMBER 17, 2013

NAME OF BUSINESS ReEnergy Lewiston, LLC

BUSINESS ADDRESS 38 Alfred A. Plourde Parkway

CITY/STATE Lewiston, ME 04240

BUSINESS TELEPHONE 917-559-1366 (Interim until new phone system)

NAME OF OWNER(S) ReEnergy Lewiston, LLC

CONTACT PERSON/GENERAL MANAGER Scott Montana / Richard Gersser

HOME ADDRESS 38 Alfred Plourde Parkway

CITY/STATE Lewiston, Maine 04240

HOME TELEPHONE 917-559-1366 (interim)

**CITY & STATE REGULATIONS**

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

Location of Automobile Graveyard/Junkyard \_\_\_\_\_  
38 Alfred A Plourde Parkway  
(Street address)

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

Trees? (Type) White Pine Embankment? Earthen Berm

Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_

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

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

Was junkyard law, requirements and fees explained to you?

Yes X No \_\_\_\_\_

When was last permit issued? August 1, 2013

To whom? ReEnergy Lewiston, LLC

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

Applicant is A Construction and Demolition (C/D) and Wood Processing / Recycling Company and does not solicit nor accept the materials LISTED ABOVE. It is th Applicant's intent to continue to operate the facility in a manner consistent with current license.

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

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

SIGNED BY Scott W. Montano

FOR ReEnergy Lewiston, LLC

(Name of Company, corporation, partnership or individual)



***POLICE DEPARTMENT***

Michael Bussiere  
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk  
FROM: Lt. Adam D. Higgins, Lewiston PD  
REF: Automobile Graveyard/Junkyard Permits (Renewals)  
DATED: September 4, 2013

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

**Re-Energy Lewiston LLC. 38 Alfred A. Plourde Pkwy**

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce McKay  
Assistant Chief



September 6, 2013

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

**RE: Re Energy Lewiston, LLC - 38 Alfred Plourde Parkway Auto Graveyard / Junkyard 2013 Permit**

Dear Kelly,

**I have no issues or concerns regarding Re Energy Lewiston, LLC** located at 38 Alfred Plourde Parkway at this time that prohibits the issuance of their city license.

Respectfully,

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

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

Paul / General Files / 2013 Letters / Re Energy Lewiston, LLC / Junkyard 2013 Letter / Msw



# *CITY OF LEWISTON*

## *Planning & Code Enforcement*



**TO:** City Clerks  
**FROM:** David Hediger, City Planner  
**SUBJECT:** Automobile Graveyard/Junkyard Permits  
**DATE:** September 10, 2013

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

**ReEnergy Lewiston. – 38 Alfred A Plourde Parkway:** This facility is in substantial compliance with the City's requirements and it is recommended the license is granted.

**PUBLIC NOTICE**

**CITY OF LEWISTON**

Notice is hereby given that a public hearing will be held by the Municipal Officers of the City of Lewiston on the following applications for Automobile Graveyard/Junkyard Permits. The public hearing will be held on *Tuesday, September 17, 2013*, in the Council Chambers, City Hall, at 7:00 P.M. or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action is taken on said applications.

Grimmel's Industry, 50 River Road

ReEnergy Lewiston, LLC, 38 Alfred A. Plourde Parkway

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

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

Dana's Garage, 193 Crowley Road

Kathleen M. Montejo, MMC  
City Clerk  
Lewiston, Maine

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

**PUBLISH ON: Monday, September 9, 2013**

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 16**

**SUBJECT:**

Public Hearing on an Application for a Business License renewal for Merrimack River Medical Services, Inc. for an Outpatient Addiction Treatment Clinic at 18 Mollison Way.

**INFORMATION:**

Merrimack River Medical Services which operates an outpatient addiction treatment clinic (methadone clinic) at 18 Mollison Way is seeking a renewal of their annual license. The Police Department, Fire Department and Planning & Code Enforcement Department do not have any concerns with the renewal of this license.

The business license was approved last year with a set of conditions and it is recommended the Council approve the license with the same set of conditions which are attached.

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

1) To conduct a public hearing to receive citizen input and comment regarding the application submitted by Merrimack River Medical Services, Inc. for renewal of their business license to operate an Outpatient Addiction Treatment Clinic at 18 Mollison Way, Lewiston.

2) To approve the License for an Outpatient Addiction Treatment Clinic for Merrimack River Medical Services, Inc. to operate a Clinic at 18 Mollison Way, Lewiston, subject to the attached conditions.

**Conditions for Outpatient Addiction Treatment Clinic License  
Merrimack River Medical Services, Inc.  
September 17, 2013 City Council meeting**

Conditions for License to operate an Outpatient Addiction Treatment Clinic in Suite #2 on the first floor of the existing building at 18 Mollison Way:

- 1) Provide adequate interior client waiting space to eliminate the need for clients to queue or wait for service outside of the building, with the exception of clients waiting for public transportation.
- 2) Effectively monitor the exterior of the property to ensure that clients do not loiter on or adjacent to the property for any purpose other than waiting for the arrival of public transportation.
- 3) Within a period not less than 60 nor more than 90 days from beginning patient services, licensee shall convene a meeting inviting owners and tenants located within the Spare-Time Recreation Development to review clinic operations and any issues or concerns the parties may have. Licensee shall extend invitation to attend that meeting to the City's Chief of Police, City Administrator, and City Councilor representing the ward in which the clinic is located.
- 4) Designate the exit from the clinic that leads to a lobby shared with other tenants within the building as an emergency exit only and provide an audible alarm that will sound if this exit door is opened.
- 5) Applicant will maintain a methadone maintenance program as described in their "Treatment Components" and "Program Components". Applicant will immediately report to the police department any breaches of the security system described in the attachment.
- 6) Consistent with the applicant's application, the number of clients shall not exceed 500 at any given time.
- 7) Prior to commencing operations, the applicant will provide documentation to the City Clerk of the receipt of all approvals required by any federal or state agency or department pursuant to federal or state law.
- 8) The applicant will comply with the requirements of Chapter 22, Article XIV, Section 22-417 of the Code requiring the applicant to conduct two meetings per calendar year with city staff and the chief of police or his designee.

**CITY OF LEWISTON  
APPLICATION FOR LICENSURE  
OUTPATIENT ADDICTION TREATMENT CLINIC**

DATE: 8/30/2013

APPLICATION IS FOR: NEW LICENSE \_\_\_\_\_ RENEWAL OF LICENSE XX

NAME OF FACILITY/AGENCY: Merrimack River Medical Services

PHYSICAL ADDRESS OF CLINIC:  
18 Mollison Way  
Lewiston, ME 04240

MAILING ADDRESS: (if different)  
\_\_\_\_\_  
\_\_\_\_\_

(City, State, Zip)

(City, State, Zip)

TAX MAP & LOT NUMBER OF LOCATION OF FACILITY: Map 169, Lot 25

DIMENSIONS AND ACREAGE OF PROPERTY: 6.27 Acres

NAME OF CONTACT PERSON: Jennifer Minthorn

PHONE # 207-312-6860 FAX # 207-312-6863 EMAIL jennifer.minthorn@csachelp.com

NAME/TITLE OF ADMINISTRATOR/OPERATOR: Matthew Davis, CEO

PHONE # 603-321-5177 FAX # 603-579-2724 EMAIL matt.davis@csachelp.com

NAME OF EXECUTIVE DIRECTOR: Matthew Davis, CEO

SOCIAL SECURITY # OR EMPLOYER ID #: Federal Tax ID # 02-0510337

CORPORATION NAME/ADDRESS (if different): Health Care Resources/ Community Substance Abuse Centers  
125 North Elm Street, Westfield, MA 01085

TYPE OF FACILITY/AGENCY:

Individual Proprietorship: \_\_\_\_\_  
Non-Profit Corporation: \_\_\_\_\_  
Other (describe): \_\_\_\_\_

Partnership: \_\_\_\_\_  
For-Profit Corporation: XX

CATCHMENT AREA: (Geographic Area Served): \_\_\_\_\_

LIST THE MAXIMUM TOTAL NUMBER OF CLIENTS YOUR AGENCY WIL SERVE AT THIS LOCATION, THE AGE RANGE AND GENDER:

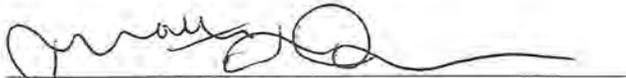
SERVICE: Methadone Treatment # OF CLIENTS up to 500 AGE RANGE: 18 & above GENDER: male & female

I/We have received and read the City of Lewiston ordinance regarding Outpatient Addiction Treatment Clinics. I/We understand that this application authorizes representatives of the City of Lewiston to make such visits and inspections as may be necessary to ensure that the facility is in compliance with the laws pertaining to the operation of such facilities.

I/We also understand that the signing of this application effectively serves as a release of information and gives permission to the City of Lewiston to obtain any criminal or protective records information which may be on file in any Country, State or Federal Office.

I/We further certify that all information contained in this application (including addendums) is complete and accurate.

ORIGINAL SIGNATURES REQUIRED:

  
Applicant/Operator/Administrator

DATE: 8/30/13

Matthew Davis  
Type or Print Name

\_\_\_\_\_  
2<sup>ND</sup> Applicant (If Applicable)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Board President (If Applicable)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name



STATE OF MAINE

Department of Health & Human Services

# *Certificate of Licensure*

## ALCOHOL & DRUG TREATMENT PROGRAM

This is to certify that the licensed entity named below is hereby granted this License in accordance with Maine law.

ISSUED TO:

MERRIMACK RIVER MEDICAL  
SERVICES-LEWISTON  
18 Mollison Way  
Lewiston ME 04240-

I.D. #: 635407

TYPE: FULL

EFFECTIVE FROM: 06/30/2012 TO 06/30/2014

METHADONE TREATMENT

ALCOHOL & DRUG OUTPATIENT COUNSELING

A handwritten signature in cursive script, reading "Mary E. Mayhew".

Commissioner, Department of Health & Human Services

STATE RULES REQUIRE THAT THIS LICENSE/CERTIFICATE BE CONSPICUOUSLY POSTED AT THE FACILITY AT ALL TIMES.  
THIS DOCUMENT IS NON-TRANSFERRABLE.



***POLICE DEPARTMENT***

Michael Bussiere  
Chief of Police



TO: Kelly J. Mercier, Deputy City Clerk  
FROM: Lt. Adam D. Higgins, Lewiston PD  
REF: Outpatient Addiction Treatment Clinic  
DATED: September 5, 2013

We have researched our records, and have no objections to the issuance of an Outpatient Addiction Treatment Clinic Permit to the following:

**Health Care Resources, 18 Mollison Way Suite 2**

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce McKay  
Assistant Chief



September 6, 2013

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

## **RE: Merrimack Outpatient Addiction Treatment Clinic**

Dear Kelly,

The Lewiston Fire Prevention Bureau has no issues or concerns at this time that prohibits the issuance of their city license.

Respectfully,

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

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



# *CITY OF LEWISTON*

*Planning & Code Enforcement*



**TO:** City Clerks  
**FROM:** David Hediger, City Planner  
**SUBJECT:** Merrimack River Medical Services  
**DATE:** September 11, 2013

Planning and Code Enforcement staff has reviewed the application for licensure submitted by Merrimack River Medical Services to operate an outpatient addiction treatment clinic at 18 Mollison Way and recommends the license is granted with the same conditions as previously approved by the City Council.

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 17**

**SUBJECT:**

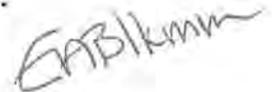
Amendment to the City Policy for Miscellaneous Fees and Penalties to establish the penalties for violation of the Aggressive Panhandling Ordinance.

**INFORMATION:**

The City Council is considering final adoption of a Solicitation/Aggressive Panhandling ordinance. This agenda item established the fines and penalties for violation of this new ordinance. If the ordinance receives final passage during the September 17 meeting, it will go into effect in 30 days. In order to have the Policy Manual with the penalties match the ordinance, this agenda item if approved will become effective October 17 as well.

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

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 aggressive panhandling ordinance, said Policy to be effective October 17, 2013.

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

# CITY DEPARTMENT MISCELLANEOUS FEES AND PENALTIES

## Chapter 50 Offenses and Miscellaneous Provisions - Penalty

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

<u>First offense</u>	<u>\$ 100.00</u>
<u>Second offense</u>	<u>200.00</u>
<u>Third offense</u>	<u>300.00</u>
<u>Fourth and subsequent offenses</u>	<u>400.00</u>

Note: These penalties are outlined in the City Code of Ordinances Chapter 50. Offenses and Miscellaneous Provisions, Article X Agressive Panhandling.

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

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 18**

**SUBJECT:**

Amendments to the Solid Waste Policy.

**INFORMATION:**

The Solid Waste Policy has been revised to include changes to the “ePass” system and to outline the Spring Cleanup Assistance Event.

Some of the recommended amendments are connected with the previous agenda item regarding amendment to the Solid Waste Ordinance. If the ordinance receives final passage during the September 17 meeting, it will go into effect in 30 days. In order to have the Policy Manual with the amendments match the ordinance, this agenda item if approved will become effective October 17 as well.

The proposed changes are supported by the Public Works Director and the Solid Waste Superintendent 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
---	---	---	---	---	---	---	---

To approve the proposed amendments to the Solid Waste Policy as recommended by the Public Works Director and the Solid Waste Superintendent, said Policy to be effective October 17, 2013.

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

# SOLID WASTE FEE SCHEDULE POLICY

## 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.

"Abbreviated ePass" \$10.00

First "Punch ePass" \$20.00

Second "Punch ePass" \$40.00

- |  |                        |
|--|------------------------|
| B. All vehicles, which do not have a valid <del>Punch</del> ePass 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 POLICY

- G. All vehicles not having a valid punch pass for the following waste materials will be charged at the identified rate:

Wood Waste	\$ 90.00/Ton
Asphalt, bricks, concrete (without rebar)	6.00/Ton
Asphalt shingles and sheetrock (March – October)	79.00/Ton
Asphalt shingles and sheetrock (November – February)	90.00/Ton
Bulky Waste	79.00/Ton
20# Propane Tanks	3.00/Ton
Refrigerant containing appliances	11.00/Ton
Batteries (Non-Universal Waste)	NO FEE
Waste Oil	NO FEE
Florescent lights	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>\$30.00 per ton</del>
<del>b.—Non-Grant Communities, currently—Raymond, Bowdoin, New Gloucester, Poland, &amp; Mechanic Falls</del>	<del>\$33.00 per ton</del>
<del>e.—Auburn</del>	<del>\$28.00 per 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 POLICY**

- 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.

## **Solid Waste – Spring Cleanup Assistance Event**

The City will provide the Clean-Up Assistance Event (if funded), which will begin on the third Saturday in April and conclude on the fourth Saturday in April. During this event –

1. The Solid Waste Facility will be open on Saturday from 8:00 am to 4:00 pm. The Solid Waste Facility will be open during its regularly scheduled hours during the week. The Solid Waste Facility will be closed on Sunday.
2. During this event, only, tip fees and use of the ePass will be waived for Lewiston residents, only. Proof of residency – presentation of a current driver’s license, City issued tax bill and/or utility bill will be required to receive this service. Tip fess will not be waived for commercial accounts or owners of multi-unit apartment buildings as defined in Section 62-11 of the City Code Of Ordinance.
3. The following Solid Waste Materials must be brought to the Solid Waste Facility, by the resident, to receive this service. The City shall not provide curbside collection of the following listed waste materials, during this event. The following solid waste items brought to the Solid Waste Facility, during this event, will have tip fees / use of the ePass waived and shall be limited to –
  - a. Bulky Waste – includes old furniture, carpeting, mattresses, bedding, etc.
  - b. Construction and Demolition Debris – includes, but is not limited to, building materials such as plaster and lath, plumbing fixtures, insulation, asphalt, wall board, pressure

## SOLID WASTE FEE SCHEDULE POLICY

- treated wood, and metal conduit, etc.
- c. Wood (does not include pressure treated wood) – includes, demolition wood, which is free of metal, sheetrock, insulation and other solid waste), brush and tree waste (does not include stumps), wood furniture, etc.
  - d. Scrap Metal – includes appliances – stoves, washing machines, dryers, etc. Scrap Metal does not include – engines of any kind, gear boxes, lawn mowers or tanks which have not been cut in half and are devoid of any residue.
  - e. Televisions / computer monitors / personal computers – no more than seven (7) of these items per customer.
  - f. Household refrigerators / freezers / wall mounted air-conditioning units, which contain a refrigerant. Commercial units will not be accepted.
  - g. No more than four (4) tires (up to 16” diameter, off the rim)
  - h. No more than two (2) 20# propane tanks.
4. During the week of the Spring Clean-Up Event (the last full week in April), The City’s Department of Public Works will collect brush (butt ends are to face the street) from the City’s residential properties (as defined in Sec. 62-11 of this chapter).
- a. Quantities are limited to 3 yd<sup>3</sup> (one (1) standard pick-up truck load) per residence.
  - b. Residents must have all brush placed curbside no later than the third Sunday in April.
  - c. Once Department of Public Works staff has cleared a street of curbside brush, they shall not return to that street to collect additional brush.
  - d. Curbside collection is restricted to brush and tree waste only. Wood / tree waste which shall not be collected includes – tree stumps (regardless of size), tree limbs greater than 12 inches diameter, demolition wood – fencing, decking, and/or wood from construction / demolition projects.

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 19**

**SUBJECT:**

Request from The Dempsey Challenge organizers for a wavier of parking garage fees for the Centreville Parking Garage.

**INFORMATION:**

The Dempsey Challenge Committee organizers are requesting the City Council waive the parking fees in the Centreville Parking Garage for an event they are holding on Friday, October 11 in the Bates Mill Atrium. They would like to have the garage available for free parking for the day to accommodate their volunteers and patrons.

Public Works is able to raise the arm of the garage entrance if City Council approval is granted.

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

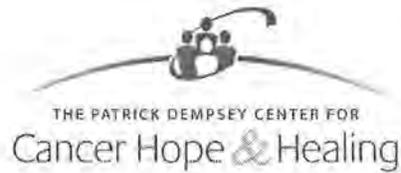
The City Administrator recommends support of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

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

To approve the request from The Dempsey Challenge organizers to waive the parking fees in the Centreville Parking Garage on Friday, October 11 to allow their volunteers and patrons free use of the garage for their event.



To: **Honorable Mayor and Lewiston City Council**

Fr: Aimee Arsenault, Manager of Special Events & Development, Dempsey Center

Re: Use of Centerville Parking Garage on Friday, Oct. 11, 2013

Date: September 10, 2013

#### Background

The Dempsey Challenge is a run, walk and cycling event which is the primary beneficiary for The Patrick Dempsey Center for Cancer Hope & Healing and will take place Oct. 12 & 13 at Simard-Payne Park in Lewiston. This year, we are adding an ancillary event to our weekend schedule called "Courage Fest". This event will be a marketplace with local vendors, restaurants, artisans, farm stands, orchards, craft beer, wine and cider sampling and selling products. The event will be held at the Bates Mill Atrium, 25 Canal Street, from 4p-8p on Friday, Oct. 11, 2013, and will be open to the public with free admission.

#### Request

Because of this additional event, we kindly request usage of the Centerville Parking Garage for Friday, October 11, 2013, for our volunteers and patrons. We are also requesting that garage fees be waived for said volunteers and participants for this day (raised arm). We have already obtained written approval from the Lewiston Public Works Department (please see attached email from Mike Paradis).

Thank you in advance for consideration of this request. It is our goal and hope that the addition of this event, in addition to all the other activities during Dempsey Challenge weekend, will only continue to benefit the L-A area by providing economic revenue for the area, increasing pride in the community, and showcasing the best our area has to offer to the thousands of people from here and "from away" that participate in this event.

Should you have any questions, please do not hesitate to contact me at 207-330-7719 or [arsenaai@cmhc.org](mailto:arsenaai@cmhc.org).

Sincerely,

Aimee Arsenault  
Manager of Special Events & Development  
The Patrick Dempsey Center for Cancer Hope & Healing  
29 Lowell St., 5<sup>th</sup> Floor  
Lewiston, ME 04240

## Kathy Montejo

---

**From:** Maggie Chisholm <MChisholm@lewistonmaine.gov>  
**Sent:** Tuesday, September 10, 2013 11:25 AM  
**To:** Aimee Arseneault  
**Cc:** Joline Banaitis  
**Subject:** FW: Centerville Parking Garage

Here is the response from Megan.

---

**From:** Megan Bates  
**Sent:** Tuesday, September 10, 2013 10:26 AM  
**To:** Mike Paradis  
**Cc:** Maggie Chisholm  
**Subject:** RE: Centerville Parking Garage

Thanks Mike.

### *Megan Bates*

Lewiston, All-American City, 2007  
Deputy Director  
Lewiston Public Works Department  
103 Adams Avenue  
Lewiston, Me 04240  
(207)513-3003 X 3440

The City of Lewiston is an EOE. For more information, please visit our website @ [www.lewistonmaine.gov](http://www.lewistonmaine.gov) and click on the Non-Discrimination Policy. If you have questions/concerns, please contact or call Compliance Officer Mike Paradis at (V) 207-513-3140, (TTY) 207-513-3007, or email [mparadis@ci.lewiston.me.us](mailto:mparadis@ci.lewiston.me.us).

---

**From:** Mike Paradis  
**Sent:** Tuesday, September 10, 2013 8:15 AM  
**To:** Megan Bates  
**Subject:** RE: Centerville Parking Garage

No problem. We will open them as needed.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

**From:** Megan Bates <[MBates@lewistonmaine.gov](mailto:MBates@lewistonmaine.gov)>  
**Date:** 09/10/2013 7:10 AM (GMT-05:00)  
**To:** Mike Paradis <[MParadis@lewistonmaine.gov](mailto:MParadis@lewistonmaine.gov)>  
**Subject:** FW: Centerville Parking Garage

Mike. Is this something we can get accomplished. Dempsey needs an answer asap as this will go in front of Council Tuesday the 17<sup>th</sup>.

## *Megan Bates*

Lewiston, All-American City, 2007  
Deputy Director  
Lewiston Public Works Department  
103 Adams Avenue  
Lewiston, Me 04240  
(207)513-3003 X 3440

The City of Lewiston is an EOE. For more information, please visit our website @ [www.lewistonmaine.gov](http://www.lewistonmaine.gov) and click on the Non-Discrimination Policy. If you have questions/concerns, please contact or call Compliance Officer Mike Paradis at (V) 207-513-3140, (TTY) 207-513-3007, or email [mparadis@ci.lewiston.me.us](mailto:mparadis@ci.lewiston.me.us).

---

**From:** Maggie Chisholm  
**Sent:** Friday, September 06, 2013 12:28 PM  
**To:** Megan Bates  
**Cc:** Joline Banaitis  
**Subject:** FW: Centerville Parking Garage

Hi Megan

Please see below. The basic request is the Dempsey Challenge will need the Centerville Garage on 10/11/13 from 4p-8p (free use). Arms up by 4pm that day. Are you all set with this request? This will be going to C.C. on 9/17/13 for approval. Are there any fees associated with this request?

Thanks Maggie

---

**From:** Aimee Arsenault [<mailto:ArseAi@cmhc.org>]  
**Sent:** Friday, September 06, 2013 12:15 PM  
**To:** Kathy Montejo  
**Cc:** Andrea McNulty; Maggie Chisholm  
**Subject:** RE: Centerville Parking Garage

Hi Kathy,

The time of the event is 4-8p on Friday. Yes, we'd like for the arm to be up so entrance is free.

Maggie, I will wait to hear from you re: next steps.

Thank you both and enjoy the weekend!

Aimee

Aimee Arsenault  
Manager of Special Events & Development  
207-330-7719

---

**From:** Kathy Montejo [<mailto:KMontejo@lewistonmaine.gov>]  
**Sent:** Friday, September 06, 2013 10:30 AM  
**To:** Aimee Arsenault  
**Cc:** Andrea McNulty; Maggie Chisholm  
**Subject:** RE: Centerville Parking Garage

Hi Aimee,

What is the time of day of the event? You are looking to have free parking for the attendees I assume ?

Maggie – since you are the lead on all special events, I will let you follow up with the applicable staff and with Aimee.

If this needs to go to CC again (which I think it would) we can put it on the Sept 17 agenda for approval. There is plenty of time.

Thanks – Kathy

Kathleen M. Montejo, MMC, CCM  
City Clerk & Registrar of Voters  
City of Lewiston, 27 Pine Street, Lewiston, ME 04240-7242 (207) 513-3124 phone (207) 777-4621  
FAX [kmontejo@lewistonmaine.gov](mailto:kmontejo@lewistonmaine.gov)

---

**From:** Aimee Arsenault [<mailto:ArsenaAi@cmhc.org>]  
**Sent:** Friday, September 06, 2013 10:19 AM  
**To:** Kathy Montejo  
**Cc:** Andrea McNulty; Maggie Chisholm  
**Subject:** Centerville Parking Garage  
**Importance:** High

Hi Kathy,

I hope you are well! I'm writing because we're in a little bit of a bind – we did NOT request usage of the Centerville Parking Garage as part of our event application/donated city services this year, but have since added an event called Courage Fest at the Atrium (Bates Mill complex) and now need to utilize this garage. I understand that our application as well as the waived garage fees was approved by the Council a while ago. What can we do to procure this additional garage w/ waived fees? If it helps, we only need it for Friday, Oct. 11 – one day.

If needed we are happy to go before the Council again to have this approved as well as fill out an addendum to our original application.

Thanks in advance for your help and sorry for this inconvenience!  
Aimee

Aimee Arsenault  
Manager of Development & Special Events  
The Patrick Dempsey Center for Cancer Hope & Healing  
29 Lowell St., 5th Floor  
Lewiston, ME 04240  
p:207.330.7719  
f: 207.344.0654  
[www.dempseycenter.org](http://www.dempseycenter.org)

**The 5<sup>th</sup> Annual Dempsey Challenge: Oct. 12 & 13, 2013**  
*Run, walk, cycle, donate or volunteer!*  
[www.dempseychallenge.org](http://www.dempseychallenge.org)

---

This message and any included attachments are from Central Maine Healthcare and are intended only for the addressee. The information contained in this message is confidential and may constitute inside or non-public information under international, federal, or state securities laws. Unauthorized forwarding, printing, copying, distribution, or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by E-mail or you may call Central Maine Healthcare in Lewiston, Maine, U.S.A at (207) 795-2259. Thank you.

---

# LEWISTON CITY COUNCIL

## MEETING OF SEPTEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 20**

**SUBJECT:**

Order authorizing the acceptance of Options on 116 and 122 Pierce Street and 139 and 155 Bartlett Street; and authorizing the City Administrator to take any further actions necessary to acquire the real estate as specified in the Option Agreements.

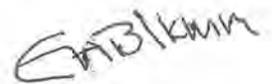
**INFORMATION:**

This agenda item is connected to the next agenda item regarding the Joint Development Agreement with Volunteers of America. This organization is working on a housing project to develop low income housing units to replace the ones lost in the May 2013 downtown fires.

Please see the memorandum from Lincoln Jeffers, Director of Economic and Community Development, 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
---	---	---	---	---	---	---	---

To approve the Order authorizing the acceptance of Options on 116 and 122 Pierce Street and 139 and 155 Bartlett Street; and authorizing the City Administrator to take any further actions necessary to acquire the real estate as specified in the Option Agreements.



**City of Lewiston Maine  
City Council Order  
September 17, 2013**



**Order,** Authorizing the acceptance of Options on 116 and 122 Pierce Street and 139 and 155 Bartlett Street; and authorizing the City Administrator to take any further actions necessary to acquire the real estate as specified in the Option Agreements.

WHEREAS, a series of three major fires in downtown Lewiston in April/May 2013 resulted in the loss of over 77 housing units and the displacement of over 200 people; and

WHEREAS, this area of the city contains the oldest housing stock in the community, with the majority of it built prior to 1940, and having now lived past its useful life; and

WHEREAS, the City has aggressively stepped up code enforcement and demolition of blighted properties in this area; and

WHEREAS, VOLUNTEERS OF AMERICA NORTHERN NEW ENGLAND (VOA) has reached an agreement to purchase land upon which 29 housing units that had project based Section 8 Certificates were consumed by fire; and

WHEREAS, VOA wishes to build a \$6 million, 30 unit building in which 29 units of the units will be Section 8 supported affordable housing two to four bedroom units suitable for families; and

WHEREAS, VOA needs to apply for an allocation of Low Income Housing Tax Credits to assist in the financing for the project, the attainment of the tax credits is a competitive process, and VOA has requested the City's assistance in making the project financially viable and competitive for credits; and

WHEREAS, the City will agree as part of a Joint Development Agreement to be entered into with VOA to assist in the acquisition of these properties and to convey them to VOA for \$1

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

Options on 116 Pierce Street, 122 Pierce Street, 139 Bartlett Street, and 155 Bartlett Street be accepted in forms substantially as are attached; and that the City Administrator be authorized to take any further actions necessary to acquire the real estate under the terms outlined in the Option Agreements.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** Real Estate Acquisitions related to VOA Affordable Housing Project  
**Date:** September 13, 2013

The City of Lewiston has been working collaboratively with Volunteers of America Northern New England to pull the elements together necessary to allow an application to be made for Affordable Housing Tax Credits to build a 30 unit affordable housing project on the site of the former Pierce Place. More details on the VOA project can be found in another agenda item scheduled for action at the September 17<sup>th</sup> Council meeting - approval of a Joint Development Agreement (JDA) with VOA.

The JDA specifies that the city will assist VOA in acquiring four parcels of land abutting the Pierce Place site. The parcels needed include 139 and 155 Bartlett Street, and 116 and 122 Pierce Street.

The city has condemned and demolished buildings on 139 Bartlett Street, and 116 and 122 Pierce Street, incurring a combined cost of \$72,694. These costs are eligible for the city to place a Special Tax Lien on each property, seeking repayment of city expenditures on those properties. Several of these properties also have past due taxes and utility charges due to the city, totaling approximately \$7,259.

Tax liens are senior to all other liens on real estate. If left unpaid for a period 18 months, the City can acquire the real estate through tax lien foreclosure. The outstanding debt owed to the city on each of these parcels exceeds their assessed value. The two Pierce Street properties have liens from other entities that far exceed what is owed to the city. On 139 Bartlett, the liens owed the city total \$27,907. The property has an assessed valuation of \$17,040.

With the level of debt associated with these properties compared to the land value, it is very unlikely the city's liens would be cured. Each of the property owners has agreed to convey title to the property to the city in exchange for forgiveness of the existing tax liens and demolition costs associated with the property.

The building located at 155 Bartlett Street was damaged and made uninhabitable by the same fire that destroyed Pierce Place. The City has been working with the owner and lien holders on that property to work out an arrangement where they will convey the real estate to the City for \$1. By doing so, the city will agree to mitigate and demolish the structure at an estimated cost of between \$71,000 and \$79,200, and to forgive approximately \$6,500 in past due taxes. The City will also not pursue civil penalties in connection with a land use enforcement action it brought to encourage the interest holders to remedy the violations at that property.

In the Joint Development Agreement with VOA the city agrees that, after it acquires title to these properties, it will convey them to VOA for \$1. Doing so helps make the proposed VOA project financially viable, and reducing up front development costs helps make it competitive for securing Low Income Housing Tax Credits.

If the VOA project does not move forward, staff still recommends that the City move forward with acquiring site control of these parcels under these terms. The Pierce/Bartlett neighborhood has been severely impacted by fire, demolitions, abandoned buildings and disinvestment. The neighborhood needs to be stabilized. With city control of this real estate they can be loamed, seeded or enhanced in other ways; improving the landscape. With site control the city can help determine the future revitalization of the neighborhood. With the economics of debt vs. value of this real estate, the current owners of this real estate have indicated the city would not be paid. Taking action now simply accelerates the time frame within which the city gains site control. Having site control allows the city to help leverage development of a \$6 million project in the neighborhood, which will provide a stabilizing presence, and provide quality workforce housing for residents.

It is recommended that the City agree to enter into Options with the owners of 116 and 122 Pierce Street; and 139 and 155 Bartlett Street; where title to the properties will be conveyed to the City in exchange for the city forgiving outstanding demolition cost, unpaid tax and municipal utility charges, and land use penalties on each of the properties.

OPTION

THIS OPTION granted on September \_\_, 2013, by Frank Berenyi, whose mailing address is P.O. Box 141, Frankport, ME 04438 ("Grantor") to the City of Lewiston, a Maine municipal corporation whose mailing address is 27 Pine Street, Lewiston, Maine 04240 ("Optionee"),

1. Grant and Option Payment. For consideration paid by Optionee to Grantor, receipt of which is acknowledged (the "Option Payment"), Grantor grants to Optionee the exclusive right and option to purchase the real estate known as 122 Pierce Street in Lewiston, Maine ("Premises"), and described in a deed recorded at Book 6378, Page 64 in the Androscoggin County, Maine Registry of Deeds ("Registry").

2. Expiration Date. This Option shall expire at twelve p.m. on May 30, 2014.

3. Notice of Exercise. This Option may be exercised by Optionee by giving written notice to Grantor, signed by Optionee and mailed by certified mail, postage prepaid to Grantor prior to the expiration of this Option at the address set forth above, or such other address as Grantor shall specify by written notice to Optionee.

4. Failure to Exercise. If Optionee fails to exercise this Option, the Option Payment shall be retained by Grantor as Grantor's sole and exclusive remedy at law or in equity, this Option will terminate and the parties will have no further obligations.

5. Exercise. If Optionee exercises this Option, Grantor and Optionee (or Optionee's assign) will execute a purchase and sale agreement that identifies as consideration for the purchase and sale of the Premises forgiveness of any municipal tax liens held by the Optionee on the Premises (the "Consideration"). The Consideration shall not be granted by Optionee until Grantor conveys title to the Premises to Optionee or Optionee's assign.

6. Miscellaneous. The terms of this Option shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Option may not be amended or except in writing signed by the parties. This Option may be executed in any number of counterparts and each such counterpart shall be treated as an original, but all of which together shall constitute a single instrument. This Option shall be governed by Maine law.

DATED: September \_\_, 2013

\_\_\_\_\_  
Frank Berenyi

STATE OF MAINE  
ANDROSCOGGIN COUNTY

September \_\_, 2013

Now personally appeared before me the above named Frank Berenyi and acknowledge the foregoing instrument to be his free act and deed

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

OPTION

THIS OPTION granted on September \_\_, 2013, by Denis L. Gilbert, whose mailing address is 50 Shawmut Street, Lewiston, ME 04240 ("Grantor") to the City of Lewiston, a Maine municipal corporation whose mailing address is 27 Pine Street, Lewiston, Maine 04240 ("Optionee"),

1. Grant and Option Payment. For consideration paid by Optionee to Grantor, receipt of which is acknowledged (the "Option Payment"), Grantor grants to Optionee the exclusive right and option to purchase the real estate known as 116 Pierce Street in Lewiston, Maine ("Premises"), and described in a deed recorded at Book 6051, Page 214 in the Androscoggin County, Maine Registry of Deeds ("Registry").
2. Expiration Date. This Option shall expire at twelve p.m. on May 30, 2014.
3. Notice of Exercise. This Option may be exercised by Optionee by giving written notice to Grantor, signed by Optionee and mailed by certified mail, postage prepaid to Grantor prior to the expiration of this Option at the address set forth above, or such other address as Grantor shall specify by written notice to Optionee.
4. Failure to Exercise. If Optionee fails to exercise this Option, the Option Payment shall be retained by Grantor as Grantor's sole and exclusive remedy at law or in equity, this Option will terminate and the parties will have no further obligations.
5. Exercise. If Optionee exercises this Option, Grantor and Optionee (or Optionee's assign) will execute a purchase and sale agreement that identifies as consideration for the purchase and sale of the Premises forgiveness of any municipal tax liens held by the Optionee on the Premises (the "Consideration"). The Consideration shall not be granted by Optionee until Grantor conveys title to the Premises to Optionee or Optionee's assign.
6. Miscellaneous. The terms of this Option shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Option may not be amended or except in writing signed by the parties. This Option may be executed in any number of counterparts and each such counterpart shall be treated as an original, but all of which together shall constitute a single instrument. This Option shall be governed by Maine law.

DATED: September \_\_, 2013

\_\_\_\_\_  
Denis L. Gilbert.

STATE OF MAINE  
ANDROSCOGGIN COUNTY

September \_\_, 2013

Now personally appeared before me the above named Denis L. Gilbert and acknowledge the foregoing instrument to be his free act and deed

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

OPTION

THIS OPTION granted on September \_\_, 2013, by Laurence E. Smith, Jr. whose mailing address is 276 Libby Road, Pownal, ME 04069 and Colleen E. Smith whose mailing address is 254 Libby Road, Pownal, ME 04069 ("Grantors") to the City of Lewiston, a Maine municipal corporation whose mailing address is 27 Pine Street, Lewiston, Maine 04240 ("Optionee"),

1. Grant and Option Payment. For consideration paid by Optionee to Grantors, receipt of which is acknowledged (the "Option Payment"), Grantors grant to Optionee the exclusive right and option to purchase the real estate known as 139 Bartlett Street in Lewiston, Maine ("Premises"), and described in a deed recorded at Book 6081, Page 174 in the Androscoggin County, Maine Registry of Deeds ("Registry").
2. Expiration Date. This Option shall expire at twelve p.m. on May 30, 2014.
3. Notice of Exercise. This Option may be exercised by Optionee by giving written notice to Grantors, signed by Optionee and mailed by certified mail, postage prepaid to Grantors prior to the expiration of this Option at the address set forth above, or such other address as Grantors shall specify by written notice to Optionee.
4. Failure to Exercise. If Optionee fails to exercise this Option, the Option Payment shall be retained by Grantors as Grantor's sole and exclusive remedy at law or in equity, this Option will terminate and the parties will have no further obligations.
5. Exercise. If Optionee exercises this Option, Grantors and Optionee (or Optionee's assign) will execute a purchase and sale agreement that identifies as consideration for the purchase and sale of the Premises forgiveness of any municipal tax liens held by the Optionee on the Premises (the "Consideration"). The Consideration shall not be granted by Optionee until Grantors convey title to the Premises to Optionee or Optionee's assign.
6. Miscellaneous. The terms of this Option shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Option may not be amended or except in writing signed by the parties. This Option may be executed in any number of counterparts and each such counterpart shall be treated as an original, but all of which together shall constitute a single instrument. This Option shall be governed by Maine law.

DATED: September \_\_, 2013

\_\_\_\_\_  
Laurence E. Smith, Jr.

STATE OF MAINE  
ANDROSCOGGIN COUNTY

September \_\_, 2013

Now personally appeared before me the above named Laurence E. Smith, Jr. and acknowledge the foregoing instrument to be his free act and deed

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

DATED: September \_\_\_\_, 2013

\_\_\_\_\_  
Colleen E. Smith

STATE OF MAINE  
ANDROSCOGGIN COUNTY

September \_\_\_\_, 2013

Now personally appeared before me the above named Colleen E. Smith and acknowledge the foregoing instrument to be her free act and deed

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

OPTION

THIS OPTION granted on September \_\_, 2013, by Mack Properties, LLC, whose mailing address is 263 Pine Street, Lewiston, ME 04240 ("Grantor") to the City of Lewiston, a Maine municipal corporation whose mailing address is 476 Pond Road, Standish, Me 04084 ("Optionee"),

1. Grant and Option Payment. For consideration paid by Optionee to Grantor, receipt of which is acknowledged (the "Option Payment"), Grantor grants to Optionee the exclusive right and option to purchase the real estate known as 155 Bartlett Street in Lewiston, Maine ("Premises"), and described in a deed recorded at Book 7679, Page 254 in the Androscoggin County, Maine Registry of Deeds ("Registry").

2. Expiration Date. This Option shall expire at twelve p.m. on May 30, 2014.

3. Notice of Exercise. This Option may be exercised by Optionee by giving written notice to Grantor, signed by Optionee and mailed by certified mail, postage prepaid to Grantor prior to the expiration of this Option at the address set forth above, or such other address as Grantor shall specify by written notice to Optionee.

4. Failure to Exercise. If Optionee fails to exercise this Option, the Option Payment shall be retained by Grantor as Grantor's sole and exclusive remedy at law or in equity, this Option will terminate and the parties will have no further obligations.

5. Exercise. If Optionee exercises this Option, Grantor and Optionee (or Optionee's assign) will execute a purchase and sale agreement that identifies as consideration for the purchase and sale of the Premises forgiveness of any municipal tax liens held by the Optionee on the Premises and such other consideration as the parties have previously agreed (the "Consideration"). The Consideration shall not be granted by Optionee until Grantor conveys title to the Premises to Optionee or Optionee's assign.

6. Miscellaneous. The terms of this Option shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Option may not be amended or except in writing signed by the parties. This Option may be executed in any number of counterparts and each such counterpart shall be treated as an original, but all of which together shall constitute a single instrument. This Option shall be governed by Maine law.

DATED: September \_\_, 2013

Mack Properties, LLC

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

STATE OF MAINE  
ANDROSCOGGIN COUNTY

September \_\_, 2013

Now personally appeared before me the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of Mack Properties, LLC

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

OPTION

THIS OPTION granted on September \_\_, 2013, by LJM, LLC, whose mailing address is 263 Pine Street, Lewiston, ME 04240 ("Grantor") to the City of Lewiston, a Maine municipal corporation whose mailing address is 27 Pine Street, Lewiston, Maine 04240 ("Optionee"),

1. Grant and Option Payment. For consideration paid by Optionee to Grantor, receipt of which is acknowledged (the "Option Payment"), Grantor grants to Optionee the exclusive right and option to purchase the real estate known as 155 Bartlett Street in Lewiston, Maine ("Premises"), and described in a deed recorded at Book 7679, Page 254 in the Androscoggin County, Maine Registry of Deeds ("Registry").

2. Expiration Date. This Option shall expire at twelve p.m. on May 30, 2014.

3. Notice of Exercise. This Option may be exercised by Optionee by giving written notice to Grantor, signed by Optionee and mailed by certified mail, postage prepaid to Grantor prior to the expiration of this Option at the address set forth above, or such other address as Grantor shall specify by written notice to Optionee.

4. Failure to Exercise. If Optionee fails to exercise this Option, the Option Payment shall be retained by Grantor as Grantor's sole and exclusive remedy at law or in equity, this Option will terminate and the parties will have no further obligations.

5. Exercise. If Optionee exercises this Option, Grantor and Optionee (or Optionee's assign) will execute a purchase and sale agreement that identifies as consideration for the purchase and sale of the Premises forgiveness of any municipal tax liens held by the Optionee on the Premises and such other consideration as the parties have previously agreed (the "Consideration"). The Consideration shall not be granted by Optionee until Grantor conveys title to the Premises to Optionee or Optionee's assign.

6. Miscellaneous. The terms of this Option shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Option may not be amended or except in writing signed by the parties. This Option may be executed in any number of counterparts and each such counterpart shall be treated as an original, but all of which together shall constitute a single instrument. This Option shall be governed by Maine law.

DATED: September \_\_, 2013

LJM, LLC

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

STATE OF MAINE  
ANDROSCOGGIN COUNTY

September \_\_, 2013

Now personally appeared before me the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of LJM, LLC

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

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 21**

**SUBJECT:**

Order authorizing the City Administrator to execute a Joint Development Agreement between the City of Lewiston and Volunteers of America Northern New England.

**INFORMATION:**

This item is to approve the Joint Development Agreement between Volunteers of America and the City regarding the development of a housing for low income residents to help replace the housing units lost in the May 2013 downtown fires.

Please see the attached memorandum from Lincoln Jeffers, Director Economic and Community Development, outlining the details of the project.

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

To approve the Order authorizing the City Administrator to execute a Joint Development Agreement between the City of Lewiston and Volunteers of America Northern New England.



**City of Lewiston Maine  
City Council Order  
September 17, 2013**



**Order,** Authorizing the City Administrator to Execute a JOINT DEVELOPMENT AGREEMENT between THE CITY OF LEWISTON and VOLUNTEERS OF AMERICA NORTHERN NEW ENGLAND.

WHEREAS, a series of three major fires in downtown Lewiston in April/May 2013 resulted in the loss of over 77 housing units and the displacement of over 200 people; and

WHEREAS, this area of the city contains the oldest housing stock in the community, with the majority of it built prior to 1940, and having now lived past its useful life; and

WHEREAS, the City has aggressively stepped up code enforcement and demolition of blighted properties in this area; and

WHEREAS, VOLUNTEERS OF AMERICA NORTHERN NEW ENGLAND (VOA) has reached an agreement to purchase land upon which 29 housing units that had project based Section 8 Certificates were consumed by fire; and

WHEREAS, VOA wishes to build a \$6 million, 30 unit building in which 29 units of the units will be Section 8 supported affordable housing two to four bedroom units suitable for families; and

WHEREAS, VOA needs to apply for an allocation of Low Income Housing Tax Credits to assist in the financing for the project, the attainment of the tax credits is a competitive process, and VOA has requested the City's assistance in making the project financially viable and competitive for credits; and

WHEREAS, the City has agreed to provide a letter of support for the project; assistance in acquiring 116 and 122 Pierce Street and 139 and 155 Bartlett Street and conveying them to VOA had a significantly reduced cost; waiver of development review application and building permit fees; reduction of the parking code requirement to one space per unit; and the return of 50% of the new tax revenue generated by the project to VOA for a period of 15 years;

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

The City Administrator is hereby authorized to execute the JOINT DEVELOPMENT AGREEMENT between THE CITY OF LEWISTON and VOLUNTEERS OF AMERICA NORTHERN NEW ENGLAND in a form substantially as is attached hereto.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** Requested Public Assistance for Pierce Place Project  
**Date:** September 13, 2013

At the September 10<sup>th</sup> City Council Workshop the council was introduced to a project that will replace 29 units of project based Section 8 family housing that was lost in the May fires, called Pierce Place, and located at 145 and 149 Bartlett Street, and 110 and 114 Pierce Street. The replacement project is proposed to be built on these four parcels, and four abutting and contiguous parcels. It will be four stories tall, 40,000 s.f. in size, and be an investment of \$6 million in a neighborhood that in addition to the recent fires, has suffered from years of disinvestment and decline.

The project will include 30 units: 13 two bedroom units, 12 three bedroom units, and 5 four bedroom units. One of the two bedroom units will be occupied by an on-site manager, who provides maintenance, security, and access to programs.

The project is being proposed by Volunteers of America (VOA), a multi-faceted social service organization that is one of the largest owners and developers of HUD assisted housing in the country, with 400 apartments managed in Maine. Nationally VOA has an affordable housing portfolio of nearly \$500 million. They own and operate more than 377 affordable housing projects around the country, with facilities in 40 states and Puerto Rico. They house more than 25,000 people annually.

In addition to housing, VOA's provides supportive services to seniors and veterans; and provide job training, youth development programs, health promotion services, mental health services, and substance abuse treatments.

Pierce Place was part of a 62 unit Scattered Site Moderate Rehab Housing Project. All 62 units have project based Section 8 Certificates. Section 8 is a program that caps the income of tenants at no more than 80% of the Area Median Income based on household size. Tenants pay 30% of their income for rent, and federal funds pay the difference. In addition to providing tenants with safe, decent and affordable housing; Section 8 provides financial stability to housing projects; helping provide property owners with the resources to properly maintain and manage the property. Tenant household income caps for the

proposed project range from \$39,500 for a three person household living in a two bedroom, to \$57,900 for an eight member household living in a four bedroom unit.

VOA has come to terms with the current owner to acquire title and the rights to all 62 units, with the expectation that VOA will replace the 29 units lost to fire with new construction. As part of the transaction HUD is requiring additional investment of \$30,000 per unit on the other 33 units in the scattered site project, a total investment of nearly \$1 million dollars in existing buildings at 51 and 73 Knox Street, 40 Maple Street, and 238 and 262 Park Street. Those investments will be made in primary structural elements such as roofs, siding, energy efficiency, and mechanical systems.

VOA is applying to MaineHousing for an allocation of Low Income Housing Tax Credits (LIHTC) to help finance this project. The deadline for application for the credits is September 26th. Receiving credits is a competitive process, with points awarded on applications as defined in a Qualified Allocation Plan. In order to make new construction of the project financially viable and competitive for securing LIHTC, VOA has requested the following in public support for the project. All of the requested assistance earns points under the LIHTC allocation process:

- 1) A letter of support for the project from the City Council.
- 2) Assistance in acquiring 116 and 122 Pierce Street and 139 and 155 Bartlett Street. The City has already condemned the buildings, and at the city's cost, mitigated the environmental issues, and demolished the structures on Pierce Street and at 139 Bartlett Street. The City's total investment to date on mitigation/demolition on these properties is \$72,694. The estimated cost to demolish 155 Bartlett Street ranges from \$71,000 to \$79,200. As part of another action at the September 17<sup>th</sup> meeting the Council will be asked to authorize entering into Options to acquire these properties, with the cost of acquisition the being the waiving of collection of demolition costs and past due taxes/public utility costs on these four parcels. The City is being asked to convey the properties at no cost to VOA. Reducing the front end development costs (including land acquisition) increases the competitiveness of VOA's tax credit application.
- 3) Waiver of City development review application and building permit fees. The project has not been fully defined yet or been through development review, but Planning estimates the value of these foregone fees to be approximately \$17,400.
- 4) A return of 50% of the taxes paid on the project to VOA for a period of 15 years. If agreeable to the Council, the City will take action to create a TIF District and Program, allowing the City to take advantage of the sheltering benefits of TIFs. There is not time to put a TIF in place before the tax credit application deadline, but we will do so if the project moves forward.
- 5) A reduction in the parking requirement required by code, down to a ratio of 1 space per unit.

Attached is a Joint Development Agreement that more formally lays out the requests above, and the rights and requirements of VOA and of the City. The City Council is asked to approve the Resolution and Joint Development Agreement, and to authorize the City Administrator to execute the document on behalf of the City.

The recent fires had a devastating effect on the neighborhood and broader community. This area of the city has been hard hit by disinvestment, abandoned buildings, and an increasingly blighted landscape. In an effort to reduce the blight, the city has aggressively pursued stepped up code enforcement and demolition of the worst of the housing stock. More work on that front is needed, but a community cannot be renewed purely through subtraction. New investment is needed. The Pierce/Bartlett neighborhood is not a neighborhood that would attract new market rate housing at this time. For that to occur, stabilization is needed. This project can be the first step on that path. It will result in \$6 million in new investment that will produce safe, decent and affordable workforce housing, a role this neighborhood has played since inception.

As additional background information, Ed Barrett's September 5<sup>th</sup> memo to the council on this issue is attached.



## City of Lewiston Executive Department

EDWARD A. BARRETT  
City Administrator

PHIL NADEAU  
Deputy City Administrator



---

September 5, 2013

To: Honorable Council Chair and Members of the City Council  
Fr: Edward A. Barrett  
Su: Pierce Place Section 8 Housing

Pierce Place, a Section 8 Project Based low income complex located on Pierce and Bartlett Streets and providing 29 units of housing, was destroyed in one of this spring's downtown fires. A waiver from HUD was sought and received to allow displace tenants to transfer to the Section 8 voucher program. If the project is rebuilt, those tenants would be able to relocate back to this new project based housing. HUD has made it clear that a new project must move forward quickly to maintain these 29 project based units in Lewiston.

Since the fire, we have been working with project's owner and representatives of HUD in an effort to replace this housing. During these discussions, it became apparent that the current owner is not in a position to move forward with new construction.

At the urging of HUD officials, Volunteers of America of Northern New England (VOA), an organization which is active in housing issues, was brought into the discussions. They are now in a position where they are able to step in, take ownership of the project, and work to move it forward.

The most immediate issue is timing. The Volunteers of America intend to utilize Low Income Housing Tax Credits (LIHTC) as a primary source for funding constructions of the project. Being awarded LIHTC is a competitive process, with each application scored as to how well they meet criteria and goals outlined by MaineHousing in a Qualified Allocation Plan. The application deadline for this coming year's round of LIHTC is September 26<sup>th</sup>.

Everything necessary to allow the project to move forward will have to be in place by the application deadline. The most pressing issues are:

- Assembling additional property to allow the 29 units to be replaced. This will require acquisition of 4 additional parcels abutting Pierce Place (2 where non-project structures were destroyed prior to the fire; 1 where the City recently condemned and removed a structure; and 1 with a building that suffered some damage in the fire and which is currently vacant and trending toward condemnation and demolition).
- Identifying financial assistance that the City may be able to provide to the project in successfully competing for the tax credits. This would include a TIF, waiver of land

development code and building fees, and other forms of assistance.

As to the land issues, to date the City has expended \$72,694.05 on non-project buildings that have already been demolished. Additional demolition costs are estimated at \$75,000. Note, however, that the project buildings were demolished by the owner at no expense to the City.

If the project is not reconstructed, the 29 project based vouchers associated with it will be lost.

Staff has had preliminary discussions with VOA regarding support for the project and an outline of a possible agreement with VOA is attached.

The advantages of moving forward include the re-creation of the lost units, many of which were two to four bedroom and primarily served large immigrant families. It would also be new construction of a nature and type similar to what we have seen in other such projects in recent years. Such construction could potentially serve as an impetus to other improvements in the area. It would also fill the unsightly "gap" in the landscape that resulted from the fires.

It should be noted that a significant number of housing units have been lost over the last few years as a result of the City's aggressive condemnation efforts and the most recent and other fires over the last several years. Since May of 2011, 176 units have been demolished and eliminated from our rental inventory and our efforts will continue in this regard.

We cannot, however, continue to simply eliminate housing and leave a patchwork of undeveloped and unsightly lots throughout the downtown residential area. Rather than stabilizing the area, this will more likely lead to further disinvestment due to real and perceived concerns over the viability of the area. While we must continue to remove substandard structures, we should also support new construction as a way to stabilize and inject new energy into the area.

Staff and representatives of VOA will be prepared to provide additional information and answer any questions you may have on this project on Tuesday. If there is support for moving forward, some formal Council actions will likely be required this month in order to meet the Maine Housing application deadline.

Please also be aware that there is no guarantee that this project will be successful. In order to receive tax credits, the needed land will have to be acquired, City financial support solidified, and site plans approved, all between now and the final application date.

## **Agreement for Development Assistance and Property Tax Reimbursement**

THIS AGREEMENT made as of this \_\_\_\_ day of September 2013, by and between **THE CITY OF LEWISTON**, a body politic and corporate situated in Androscoggin County, Maine (hereinafter sometimes referred to as “City,” which expression shall include its successors and assigns), and **VOLUNTEERS OF AMERICA NORTHERN NEW ENGLAND**, a Maine corporation with a place of business in Brunswick, Maine (hereinafter sometimes referred to as “VOA,” which expression shall include its successors and assigns).

I. WHEREAS,

A. VOA is in the business of providing affordable housing to low-income residents of Maine, including the City of Lewiston;

B. The City and VOA have identified a need for replacement housing for the 29 units of project based Section 8 housing destroyed as a result of a fire in May 2013 and located at 110 and 114 Pierce Street and 139 Bartlett Street, Lewiston Maine with a project containing twenty-nine (29) units of decent, affordable two to four bedroom housing units; one (1) additional unit to house a project manager/services provider; and related community space for income qualified residents (the “Housing”) within the City of Lewiston;

C. Construction of the Housing will improve the well-being of City residents and better the health, safety, and welfare of City residents;

D. VOA has requested the City’s assistance in connection with the development of the Housing including waiving building and development fees associated with the project; assisting in the acquisition of additional land necessary to meet the City’s current land development code requirements for the replacement housing; and reimbursing a portion of the incremental property taxes that will be generated by the project to provide assistance with operating costs;

E. At least 25% of the area included in the Property and within the proposed Municipal Affordable Housing District, should the City establish such a District, is blighted, suitable for residential use, and is in need of rehabilitation/redevelopment;

F. The provision of such assistance by the City has been determined to be consistent with the City’s Comprehensive Plan and Downtown Neighborhood Action Plan by providing affordable and livable housing and a suitable living environment and improving the health and

safety of City residents through affordable housing opportunities as outlined in the City's community development program.

II. In consideration of the foregoing, THE CITY AND VOA AGREE AS FOLLOWS:

A. Definitions. The terms defined in this Section II (A) shall, for all purposes of this Agreement, have the meanings herein specified.

1. Agreement - shall mean this Agreement for Development Assistance and Property Tax Reimbursement between the City and VOA.

2. VOA - shall mean VOLUNTEERS OF AMERICA NORTHERN NEW ENGLAND, a Maine corporation with a mailing address of 14 Maine Street, Suite 301, Brunswick, Maine 04011, Attention: Julia Wilcock, Vice-President of Business Development. Copies of notices required under this Agreement shall be sent to

---

3. Captured Assessed Value - shall mean the percentage of the Increased Assessed Value of the project, as certified by the Tax Assessor, that is utilized from year to year to finance the Project Costs. This percentage shall be 50% annually.

4. Captured Tax Increment - means the amount, as a percentage or stated sum, of the taxes generated by the Captured Assessed Value that is utilized from year to year to finance the project costs which shall be paid into a Development Program Fund established by the City for distribution as described herein.

5. City - shall mean the City of Lewiston, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine 04240 Attention: Director of Finance. Copies of notices required under this Agreement shall also be sent to Martin I. Eisenstein, Esq., Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070.

6. City Council - shall mean the legislative body of the City.

7. Claims - shall have the meaning stated in Section II (G).

8. Current Assessed Value - shall have the meaning set forth in 30-A M.R.S.A. Section 5222(4) and, for the purposes of this Agreement, shall mean the assessed value of all real property in the District each year beginning as of April 1<sup>st</sup>, 2015 and continuing up to April 1, 2029.

9. Development Costs - shall mean capital expenditures made in order to complete the Housing.

10. Development District or District - shall mean a Municipal Affordable Housing Development District that may be established by resolution of the City Council and pursuant to 30-A M.R.S.A. Section 5245, *et seq.*, relating to and encompassing the Property, as set forth in Exhibit A and consisting of approximately .92 acres.

11. Development Program - shall mean the Development Program that may be adopted by the City Council for the District pursuant to 30-A M.R.S.A. § 5248

12. Development Program Fund - shall mean a fund established by the City for the District in accordance with 30-A M.R.S.A. § 5250(A)(3) which shall be pledged to and charged with the payment of the Project Costs as defined below in Section 2 A. 18 and as provided by VOA to the City and approved by the City.

13. Event of Default - shall have the meaning stated in Section II (F).

14. Housing - shall have the meaning stated in Section I (B).

15. Increased Assessed Value - shall mean the amount by which the Current Assessed Value exceeds the Original Assessed Value of the Property for each of the 15 Tax Years beginning in Tax Year 2016 and concluding in Tax Year 2030.

16. Optimal Assessed Value - shall mean (a) an amount equal to the actual Current Assessed Value as of April 1, 2014 and (b) from and after the beginning of April 1, 2015, an assessed Value in the amount of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_), which amount shall be reduced to reflect any reduction in value from any fire, earthquake, or other casualty or act of God until any damage resulting therefrom is restored and the term of payment obligations of the parties under this Agreement shall be extended by the same period of time the value of the property is reduced until the damage is restored.

17. Original Assessed Value - shall mean the assessed value of all real property in the District as of April 1, 2014.

18. Project Costs - shall mean any operating expenses that are eligible for reimbursement pursuant to 30-A M.R.S.A §5222 (14) *et seq.* or in regulations promulgated thereunder.

19. Property – shall mean 110, 114, 116, and 122 Pierce Street and 139, 145, 149 and 155 Bartlett Street, Lewiston, Maine, as more fully described in Exhibit A, attached hereto.

20. Tax Increment Revenues - shall mean those real property tax revenues attributable to Increased Assessed Value in each Tax Year, during the fifteen (15) year period beginning in Tax Year 2016 and continuing through Tax Year 2030.

21. Tax Year - shall mean the municipal tax year which begins on July 1<sup>st</sup> after the preceding April 1<sup>st</sup> assessment date in that same calendar year and which ends on the following June 30<sup>th</sup>. By way of illustration, Tax Year 2014 begins on July 1, 2013.

B. City's Obligations.

1. Property Tax Reimbursement. The City shall reimburse VOA fifty percent (50%) of the incremental property taxes paid by VOA on the Property for a fifteen (15) year period beginning in tax year 2016 and concluding in tax year 2030. The City may undertake reasonable efforts to establish and cause the Maine State Housing Authority to approve the Property as an Affordable Housing Tax Increment Financing District pursuant to 30-A M.R.S.A. § 5245 *et seq.*, for the purpose of facilitating the provision of the financial assistance contemplated hereunder. In the event that the Housing Authority fails to approve the Development District as an Affordable Housing Tax Increment Financing District, the City shall nevertheless remit to VOA 50% of incremental tax revenues generated by the project for a fifteen (15) year period beginning in tax year 2016 to the same extent and under the same terms and conditions as if the Development District was approved.

2. Disbursement of TIF funds to VOA. The City will disburse the Captured Tax Increment for application toward or reimbursement of Project Costs to VOA twice annually in thirty (30) disbursements beginning in Tax Year 2016 and continuing through Tax Year 2030, as described in Section II(D)(3), which obligation to disburse is subject only to completion of construction of the Housing by VOA.

3. Interest in Property. The City will obtain site control of the parcels located at 116 and 122 Pierce and 139 and 155 Bartlett Street on or before September 25, 2013, and will transfer Quitclaim Deed title of the properties to VOA on or before May 30, 2014. Once the City achieves ownership of these parcels, VOA shall have the option to purchase them for one (\$1) dollar. Should the Project not be constructed, ownership of these parcels shall revert to the City.

C. VOA's Obligations.

1. VOA's Obligation to Construct. VOA agrees to construct on the Property the Housing to be occupied by residents with incomes at or below eighty (80) percent of area median income, adjusted for household size. VOA's total investment in the Housing, including the City's assistance, shall not be less than approximately Six Million Dollars (\$6,000,000), but in any event sufficient to complete construction of the Housing. Construction of the Housing shall commence within twelve (12) months of the date first set forth above, and VOA shall use commercially reasonable efforts to cause the same to be completed on or before November 1, 2015. In the event that the Housing and/or Property is damaged or destroyed by any fire, earthquake, or other casualty or act of God prior to the end of Tax Year 2030, VOA shall use such commercially reasonable efforts as are necessary to restore the Housing and/or Property to the same condition that existed prior to the damage or destruction.

2. State Reporting Requirements. In the event that the Maine State Housing Authority approves the Development District and Affordable Housing Tax Increment Financing District and to the extent required by statute and regulations, VOA shall comply with all reporting requirements relating to this tax increment financing project.

3. VOA Obligation to Achieve and Maintain Optimal Assessed Value. On or before March 31, 2015 VOA agrees that the Optimal Assessed Value shall be achieved, and that as of April 1<sup>st</sup> of each succeeding year thereafter, during the term of this Agreement, Current Assessed Value shall be maintained at no less than the Optimal Assessed Value. The provisions of this paragraph shall apply notwithstanding that Section II.C.1 does not require completion of the Housing until April 1, 2015.

5. VOA Contingencies. If any of the following conditions are not satisfied,

VOA shall have the sole and exclusive right to terminate this Agreement by delivering written notice of such termination to the City. In the event of such termination, the parties shall have no further obligations hereunder:

a. On or before December 1, 2013, VOA is awarded low income housing tax credits by the Maine State Housing Authority in an amount, when combined with the other sources of financing, is sufficient, in the sole discretion of VOA, to finance construction of the Housing.

b. On or before March 1, 2014, VOA obtains other financing commitments in an amount, when combined with the other sources of financing, is sufficient, in the sole discretion of VOA, to finance construction of the Housing.

c. On or before September 30, 2013, VOA is able to obtain sufficient interest in the Property on which the housing is to be constructed to have standing to apply for and receive necessary land development code approvals for the project.

d. VOA receives the necessary land development code approvals for the project on or before September 30, 2013.

VOA shall have twenty-one (21) days from the dates specified in the foregoing subsections to deliver such termination notices to the City.

6. Purchase of the Property. VOA agrees to purchase those parcels that comprise the Property. If VOA is unable to close on any of such acquisitions for reasons beyond its reasonable control by May 30, 2014, either party may terminate this Agreement. In the event of such termination, any parcels transferred to VOA ownership by the City will revert to the City.

D. Administrative Provisions.

1. Taxable Status of Property: Tax Base Conservation Payment.

The parties agree that, other than public ways, water pipes or conduits, industrial inventories, or stock in trade, there is no real property located within the boundaries of the Property which is entitled to exemption from municipal taxation by reason of the

status or other qualification of its owner or the use to which it is put. In the event that any part of such real property now or hereafter located, constructed, or delivered into the Property should be determined to be entitled to such exemption from municipal taxation, the owner of such real property shall annually be liable to City in an amount equal to the amount of tax which, but for the exemption, would be due to the City with respect to such real property (hereinafter the "Tax Base Conservation Payment"). Payment of the Tax Base Conservation Payment shall be made on or before September 30th of each year in which it is due. VOA shall promptly pay the Tax Base Conservation Payment. This Agreement shall be recorded in the Androscoggin County Registry of Deeds and shall be binding upon the parties and upon all Lessees and/or successors-in-title to VOA with respect to the Property for so long as this Agreement shall remain in effect. The Agreement to make Tax Base Conservation Payments with respect to property which is subject to tax exemptions (i) shall be a covenant running with the land, made in consideration of the assistance by the City of Lewiston's Development Costs; (ii) is a voluntary contractual arrangement; and (iii) is not and shall not be construed to create a service charge.

2. Deposits into Development Program Fund. The term of the Development Program Fund shall be fifteen (15) years. During the term of the Fund, the City shall annually deposit into the Fund, or other fund established pursuant to 30-A MRSA § 5250-A(3)(A), that portion of each property tax payment made by VOA or its successors or assigns during the term of this Agreement constituting Tax Increment Revenues from the Property. The City shall make such deposit promptly upon receipt of Tax Increment Revenues. The first payment into the Development Program Fund shall be made from revenues arising out of the Tax Year 2016 municipal tax bill and shall continue until the last such deposit shall be made from revenues arising out of the Tax Year 2030, municipal tax bill.

3. VOA Payment. VOA shall pay to the City when due the taxes on the Optimal Assessed Value or Current Assessed Value, whichever is higher. The City shall withhold from any payment to be made by the City pursuant to this Agreement any amount due from VOA that is due and unpaid.

4. Payments from the Development Program Fund for Project Costs.

Beginning with the 2016 tax year and continuing through Tax Year 2030, within fifteen (15) days after the last payment by VOA of taxes for the Tax Year, and provided that VOA has made full payment of taxes on the Optimal Assessed Value or Current Assessed Value, whichever is higher, the City shall pay VOA the Captured Tax Increment for that Tax Year, as identified in Section II (A) (4). VOA agrees that all payments made to it will be used and applied to Project Costs. The remaining proceeds of the Development Program Fund shall be remitted to the City's General Fund.

E. VOA Guaranty of Optimal Assessed Value to the City.

1. Undertaking to Guaranty and Determination of Amounts Guaranteed. In order to induce the City to enter into this Agreement, VOA covenants, notwithstanding Section II.C.1, that by March 31, 2015, the Optimal Assessed Value shall be achieved. To give effect to that covenant, VOA agrees that in the event that as of March 31, 2015, or as of April 1<sup>st</sup> of each subsequent year while this Agreement remains in effect, the Current Assessed Value is less than the Optimal Assessed Value, VOA promises to pay to the City a sum equal to the difference between the actual tax revenues (being those computed upon the basis of the then Current Assessed Value of the Housing and land) and the tax revenues which would have been realized had the Optimal Assessed Value been achieved, as adjusted as necessary for the portion thereof that would have been paid pursuant to the provisions of this Agreement.

2. Due Date of Payment, Etc., of Guaranteed Payments. Such payments shall be made on the due date(s) of tax payments to the City following the April 1 assessment date to which the guaranteed payments correspond and shall, in the event that they are not timely paid, be subject to the same rate of interest as that assessed upon late taxes. These Guaranty obligations shall remain in effect during the term of this Agreement.

3. Waiver. In connection with any of the obligations described in this Subsection E, VOA hereby grants to the City full power, in City's commercially reasonable discretion and with notice to VOA, to deal in any manner with VOA's liabilities under this Agreement, including, but without limiting the generality of the foregoing, the following powers: (i) to grant any extension or renewal thereof and any other indulgence with respect thereto, and to effect any release, compromise, or settlement with respect thereto; and (ii) to enter into any agreement of forbearance with respect to all or any part of the liabilities and to change the terms

of any such agreement. The obligations of VOA hereunder shall not be released, discharged, or in any way affected, nor shall VOA have any rights of recourse against City by reason of any action City may take or omit to take under the foregoing powers.

F. Default and Remedies.

1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

a. Failure to Pay. Failure of either party to timely make payments to the other party due and payable under this Agreement within fifteen (15) days after the receipt of written notice of such payment failure, provided that a defaulting party shall only receive one (1) written notice of payment default in one (1) calendar year. Thereafter, in the same calendar year, failure of such defaulting party to timely make any payment to the other party due and payable under this Agreement shall automatically be an Event of Default.

b. Abandonment of Project. VOA shall abandon the project.

c. Failure to Pay Taxes. VOA shall fail to make any payment of municipal taxes assessed upon real or personal property of VOA's included in the Project within Forty-Five (45) days after the due date of such taxes;

d. Other Failures to Perform. Any other failure by a party, other than a payment failure, to observe and perform in all material respects any covenant, condition, agreement, or provision contained herein on the part of the party to be observed or performed;

e. Events of Insolvency. An Event of Insolvency shall occur if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of any insolvency, readjustment of debt, marshaling of assets and liabilities, or similar proceedings, or for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in

bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the party.

2. Remedies on Default. Whenever any Event of Default referred to in Section II (F) (1) other than a payment failure under Section II (F) (1) (a) shall have occurred and be continuing for a period of thirty (30) days after a party's receipt from the other party of written notice of such Event of Default by the party or, in the case of a payment failure, continue beyond any applicable grace period pursuant to Section II(F)(1)(a), if any, the other party may, in its discretion, (a) specifically enforce the performance or observance of any obligations, agreements, or covenants of the defaulting party under this Agreement and any documents, instruments, and agreements contemplated hereby or enforce any rights or remedies available hereunder; (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured; and/or (c) declare an Event of Default to exist and terminate this Agreement and its obligations under this Agreement. VOA agrees to pay the City's expenses, including reasonable attorneys' fees, incurred in connection with enforcing this Agreement or as a result of an Event of Default by VOA.

3. Remedies Cumulative. No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies. Each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity, or by statute. Delay or omission to (a.) exercise any right or power accruing upon any Event of Default, (b.) insist upon the strict performance of any covenant or agreement herein set forth, or (c.) exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the other party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.

G. Indemnification.

VOA agrees that it will at all times indemnify and hold harmless the City and each officer or employee of the City against any and all losses, costs, damages, expenses and liabilities of whatever nature including, but not limited to, reasonable attorney's fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, directly or indirectly resulting from, arising out of, or related to one or more Claims (hereinafter defined), but excluding any Claims to the extent arising from the City's negligent acts or omissions. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatever nature against the City relating in any manner to the actions or omissions of VOA in connection with the development of the Housing and VOA's performance under this Agreement including, but not limited to, claims, lawsuits, causes of action, and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City or any other person and all property owned or claimed by the City, VOA, any affiliate of VOA, or any other person). The obligations of VOA under this Section shall apply to Claims that arise out of or are related to any event, occurrence, condition, or relationship prior to termination of this Agreement, whether or not such Claims are asserted prior to termination of this Agreement or thereafter. The obligations of VOA under this Section shall not be affected by an assignment or other transfer by the City or VOA of its right, title, or interest under this Agreement and will continue to inure to the benefit of the City and its officers and employees both prior to and after any such assignment or transfer. The City or its officers or employees, as appropriate, shall reimburse VOA for payments made by VOA pursuant to this Section to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance with respect to Claims. The City and its officers and employees shall have the duty to claim any such insurance proceeds, and the City and its officers and employees, as appropriate, shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to VOA. In case any action shall be brought or, to the knowledge of the City or its officers or employees, is threatened against any of them in respect to which indemnity may be sought against VOA, the indemnified party shall promptly notify VOA in writing and

VOA shall have the right to assume the investigation and defense thereof including the employment of counsel and the payment of all expenses. If VOA elects to provide such representation, VOA shall have the sole and exclusive right to direct such counsel and the course of proceedings, including without limitation entering into negotiations for any settlement or other resolution of such matters on its own behalf and on behalf of the City. VOA shall inform the City as to all material developments in the course of such proceedings and shall take no action committing the City to a settlement or resolution without the City's consent. The indemnified party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof. The fees and expenses of such counsel shall be paid by such indemnified party unless VOA has not elected promptly after receipt of written notice from such indemnified party to provide such representation, in which event such fees and expenses of such counsel shall be paid by VOA, provided that VOA shall have been notified in writing of the employment of such counsel. VOA shall not be liable for any settlement of any such action without its consent, but, if any such action is settled with the consent of VOA or if there be final judgment for the plaintiff in any such action, VOA agrees to indemnify and hold harmless the City and its officers and employees from and against any losses, damages, and costs incurred by reason of such settlement or judgment. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement. The foregoing indemnification shall not apply to any action brought by VOA to enforce this Agreement or to realize the benefit of this Agreement.

H. Miscellaneous.

1. Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

2. Integration. Except as otherwise expressly provided herein, this Agreement contains the entire agreement between the parties hereto, and no modification, amendments, change or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing, signed by all parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against who

such waiver is asserted. The parties agree that they will not assert in any action arising under this Agreement that an amendment or waiver of this Agreement has occurred unless made in writing.

3. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given, made, or sent hereunder shall be in writing, signed by the party giving or making the same, and shall be by hand delivery or sent by certified mail to the other at its respective address stated in Section II. Any party hereto shall have the right to change the place to which any such notice, offer, demand, or writing shall be sent to it by similar notice sent in like manner to the other party. The date of receipt or rejection of any offer, demand, notice, or instrument shall be deemed to be the date of such offer, demand, notice, or instrument and shall be effective from such date.

4. Choice of Law; Jurisdiction. It is the intention of the parties to this Agreement that this Agreement, the performance under this Agreement, and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of Maine and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Maine shall be applicable and shall govern to the exclusion of law of any other forum. The parties agree to the jurisdiction of the courts of the State of Maine or of the United States of America located in the State of Maine and agree that any action relating to this Agreement shall be brought in either such court.

5. Effective Date and Term. This Agreement shall remain in full force from the date of execution of this Agreement and shall expire upon the payment of all amounts due to VOA and the performance by the City and VOA of their respective obligations under this Agreement unless sooner terminated as provided in this Agreement. The obligations of the City to deposit Tax Increment Revenues into the Development Program Fund and to make payments from the Development Program Fund to VOA shall terminate with regard to Tax Year 2031 unless this Agreement shall be terminated earlier. For Tax Years 2031 and thereafter, all property within the Development District shall be taxable by the City to the extent provided by law.

6. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver

of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

7. Assignability. VOA shall not have the right to transfer or assign all or any portion of its rights in, to, and under this Agreement ~~or the Development Program~~ at any time unless the City, by its City Administrator, consents to the same, which consent shall not be unreasonably withheld. City is aware the Housing will be developed by a Maine limited partnership for which VOA is acting as developer. Notwithstanding the foregoing, this Agreement shall be fully assignable to the limited partnership to be created in order to develop the Housing, with the consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. Parties in Interest. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the City and VOA any right, remedy, or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and VOA.

9. No Personal Liability of Officials of the City. No covenant, stipulation, obligation, or agreement of the City contained herein shall be deemed to be a covenant, stipulation, or obligation of any present or future elected or appointed official, officer, agent, servant, or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

10. Section Headings. The title to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

**(Remainder of page intentionally left blank)**

IN WITNESS WHEREOF, the said City of Lewiston and the VOLUNTEERS OF AMERICAN NORTHERN NEW ENGLAND have caused this Agreement to be executed on their behalf by their officials and officers, as set forth below, thereunto duly authorized, as of the day and year first above written.

CITY OF LEWISTON

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Edward A. Barrett  
Its: City Administrator

VOLUNTEERS OF AMERICA  
NORTHERN NEW ENGLAND

\_\_\_\_\_  
WITNESS

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

STATE OF MAINE  
ANDROSCOGGIN, SS.

September \_\_\_\_, 2013

Personally appeared before me the above-named Edward A. Barrett, City Administrator of the City of Lewiston and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said City of Lewiston.

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

STATE OF MAINE  
ANDROSCOGGIN, SS

September \_\_\_\_, 2013

Personally appeared before me the above-named \_\_\_\_\_, \_\_\_\_\_ of Volunteers of America Northern New England, of and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company

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

Exhibit A  
Property Description

(See Attached)



# VOA Municipal Affordable Housing Development District

September 2013

Scale: 1" = 200'

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 22**

**SUBJECT:**

Order authorizing the City Administrator to purchase mowers using remaining FY2013 Vehicle Replacement Funds.

**INFORMATION:**

The Public Works Department has funds available in the FY13 Vehicle Equipment Replacement Fund. One of the five riding lawn mowers was recently taken out of service and two other mowers experience regular break downs. The Public Works Director is seeking Council approval of purchase two riding lawn mowers for city green space maintenance.

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

The City Administrator recommends approval of the requested action.

*ERABIKMM*

**REQUESTED ACTION:**

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

To approve the Order authorizing the City Administrator to purchase mowers using remaining FY2013 Vehicle Replacement Funds.



**City of Lewiston, Maine  
City Council Order  
September 9, 2013**



---

**ORDER, Authorizing the City Administrator to Purchase Mowers Using Remaining  
FY2013 Vehicle Replacement Funds**

Whereas, the Public Works Department's Municipal Garage Vehicle/Equipment Replacement Program account for FY2013 includes \$19,685 in currently available funds; and

Whereas, one out of five riding mowers was recently taken out of service; and

Whereas, two other mowers incurring regular break downs causing significant down time for regular replacement of parts due to significant mower operation hours (5,000+hours)

Whereas, other smaller items on the FY2013 vehicle replacement program while beneficial are not necessary for green space maintenance; and

Whereas mower replacements were not identified in the FY2013 or FY2014 Vehicle/Equipment Replacement Program

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

the City Administrator is authorized to use FY2013 Vehicle/Equipment Replacement account funds for the purchase of two riding lawn mowers.



## Department of Public Works

Deputy Director of Highway and Open Spaces  
Megan Bates



TO: Ed Barrett, City Administrator  
FROM: Megan Bates, Deputy Director for Highway & Open Spaces  
DATE: September 5, 2013  
SUBJECT: Riding Lawn Mower Purchase

The Public Works Department's Municipal Garage vehicle replacement account (43810-4051000) for FY2013 included \$19,685, which was not obligated due to the question of the State revenue sharing for FY2014. The LCIP Vehicle Replacement Plan identified several 'smaller' pieces of equipment which were not purchased including: pavement saw, core aerator and top dresser. While these requests were identified to be beneficial assets for green space management, an issue developed with the condition of three of the five riding mowers not identified in the FY2013 or the FY2014 budget.

One of the riding mowers, a 1997 Ferris was recently taken out of commission due to part repairs needed beyond the actual worth of the equipment. Therefore, parts from the 1997 mower were used for repairs to one of the two 2004 Ferris mowers. The two Ferris mowers purchased in 2004 are in poor condition and not expected to last an additional season. While the above funds could be used to purchase unfunded FY2013 equipment the mowers became a serious priority for next year's growing season. When the budget was being prepared for FY2014 these mowers, while in rough shape, were repairable and other requests for green space maintenance took precedence. The 2013 growing season was significant over previous years with a wet Spring to mid-Summer season causing substantial growth with no drought. Each of these mowers has approximately 5,000 hours of operation time.

The Public Works Department requests the City Council authorize the use of the above funds to purchase two mowers to replace the 2004 Ferris mowers. We did our research and identified the following priority needs:

- John Deer z92OR 48" Zero turn for use in tight spots like cemetery's and play grounds (\$8,395); and
- Ferris Pro-Cut 61" front deck mower for use on ball fields and larger green space locations (\$8,479).

The Municipal Garage general practice is to purchase from the same dealership to assist with part repairs. No dealership was found that could supply units that would meet both types

of green space needs. The total cost for both units is \$16,874 leaving a balance of \$2,811 from the above funding.

Cc: Dave Jones, Public Works Director  
Phil Brienza, Fleet Operations Manager

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 23**

**SUBJECT:**

Order authorizing the City Administrator to use Sewer Funding to fund the replacement of a sewer tandem axle dump truck .

**INFORMATION:**

The Lewiston Sewer Division has some funds available in the FY14 capital budget account and the Public Works Director is asking to use \$39,800 to supplement the costs of replacing a sewer tandem axle dump truck. The City received three bids on the truck replacement and about \$40,000 in additional funds is needed in order to meet the budgeted amount for the vehicle replacement.

Please see the memorandum from Public Works Director Dave Jones 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
---	---	---	---	---	---	---	---

To approve the Order authorizing the City Administrator to use Sewer Funding to fund the replacement of a sewer tandem axle dump truck .



**City of Lewiston, Maine  
City Council Order  
September 17, 2013**



**ORDER, Authorizing the City Administrator to Use Sewer Funding to fund the replacement of sewer tandem axle dump truck.**

Whereas, the Lewiston Sewer Division FY 2014 Capital budget includes \$94,000 in currently approved funds; and

Whereas, three (3) vendors bid on Bid #2013-042 Tandem Axle Truck Chassis & Cab with Remounted Dump Body with the low bid meeting specifications submitted by Freightliner of Maine in the amount of \$133,800 ; and

Whereas, to purchase the replacement dump truck as bid requires an additional \$39,800 for a total cost of \$133,800; and

Whereas, bidders have agreed to hold prices to seek additional funding; and

Whereas, FY 2013 Sewer Operations ended more than \$400,000 ahead of cash projections; and

Whereas, the estimates from vendors to establish the budget in 2012 did not include all costs that were involved in the bid; and

Whereas, we are re-conditioning the existing dump body to save approximately \$10,000 on the price of the replacement truck; and

Whereas, the City's Finance Committee will consider the award of the bid to Freightliner of Maine at their next meeting

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

the City Administrator is authorized to use \$39,800 from the Sewer Fund to supplement programmed funds for the replacement of the Sewer tandem axle dump truck.



## Department of Public Works

David A. Jones, P.E.  
Director



---

TO: Ed Barrett, City Administrator

FROM: Kevin A. Gagne, Deputy Director

SUBJECT: Request for Additional funds to Replace Sewer Dump Truck

DATE: September 10, 2013

On August 13, 2013 the bids were opened for the replacement of a 1999 GMC dump truck for the Sewer Division. The low bidder that met specifications was \$132,300 (see attached bid recommendation memo) and the funded budget amount is \$94,000, leaving a budget shortfall of \$39,800.

As you recall, the 1999 GMC dump truck (Unit #310) broke down this winter and it was deemed too expensive to repair as we were scheduling to bid this truck and replace it in FY 2014 but fund the replacement over 2 years. The unit #310 was well maintained and serviced but works hard all through the year. This unit hauled the Water & Sewer excavator on trailer to emergencies and maintenance/construction jobs, hauled earthen materials to and from the excavation jobs and is utilized during snow removal operations. Over the working life of this unit, this truck had several sets of new tires and the walking beams were done when necessary and just one year prior we put a new dump box on the truck as the other dump body has rusted beyond repair (after many years of patch and repair). After the municipal garage went through an evaluation of the truck, the truck needed a new motor, a new transmission, the walking beams (rear suspension system) and all of the electrical and hydraulic systems have age and corrosion issues along with rust on the frame and other components. Due to the critical and emergency work nature of Public Works crews, any unit must be reliable and able to safely do the job necessary to provide public service; therefore, we recommended the replacement of the truck as part of the FY 2014 budget.

Based on budgetary numbers from salesman of truck vendors, the Municipal garage estimated the replacement truck would cost approximately \$110,000. Based on prior years estimates, Lewiston Sewer Division had a replacement budget of \$90,000 in the FY 2014 Lewiston Capital Improvement Program (LCIP) and based on the tight budget year I had hoped bids would come in under the municipal garage's estimate so I adjusted the FY 2014 budget for a replacement cost of \$94,000. We bid the replacement truck with the re-use of the 1 year old dump box that we just put on the existing unit #310 in hopes we would save some money on the bid.

After review of the bids and the market conditions, we understand the following:

1. We have no trade in value on the old unit #310 as it is not running and in need of substantial work.
2. Air emission standards have increased the price of vehicles over the last year, especially on larger diesel vehicles (such as the dump truck we bid here).
3. The market prices of steel and fuel costs have also increased the cost of large vehicles over the last year.

***AN EQUAL OPPORTUNITY EMPLOYER***

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

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

4. The cost estimate for the re-use of the existing dump box came from a salesman who had left the company prior to the bid of this dump. The budget estimate did not include additional work to the dump box and the frame needed to satisfy the bid requirements (raising the head board of the box to allow for proper cab clearance, installation of new pintle tow hitch, installation of new wiring and safety lights in the dump box, prep and painting of the dump box, etc). This under estimated of the work was approximately \$10,000 of additional work that came in on the bids.

The FY 2013 Budget approved an operational deficit or decrease in the Sewer Division's ending cash balance of a negative (\$118,163). However, we actually ended the FY 2013 year with an operational surplus or a positive increase in the Sewer's ending cash balance of \$283,593.55 or \$401,756 ahead of the projected cash balance at the start of the 2014 fiscal year (see attached Sewer Pro-forma). While we managed our expenses well during FY 2013 and will continue to be fiscally responsible, we saw a reduced cost from sewer treatment expenses of over \$106,744 for FY 2013. The other reason for the positive cash balance increase was revenues ended ahead of projections by \$195,563.

As a result of the cash balance being ahead of projected, we expect we can fully fund (with surplus) the approved FY 2014 Sewer budget and request additional funds of \$39,800 to purchase the replacement tandem axle dump truck from the low bidder that meets specifications (see attached) from Freightliner of Maine for a final price of \$133,800.

C: Heather Hunter, Ralph Lenfesty

**AN EQUAL OPPORTUNITY EMPLOYER**

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

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



## Department of Public Works

Dave A. Jones, P.E.  
Director



### TANDEM AXLE TRUCK CAB & CHASSIS With Remounted Dump Body

Bid # 2013-042

There were three bids submitted the results are as follow:

#### 2014 International 7600 Morrison & Sylvester Inc.

Cab and chassis	\$ 123,820.00
Cost to remount body	\$ 17,989.00
Engine Diagnostic cable and software	\$ 2,100.00
<b>Total</b>	<b>\$ 143,909.00</b>

Truck was High bidder and did not meet specs for the following reasons:

No automatic heated air tanks drain valves.

Spec calls for clear from 36" behind cab Air Dryer is there and may have to be moved.

#### 2014 Freightliner 114SD Freightliner of Maine.

Cab and chassis	\$ 114,311.00
Cost to remount body	\$ 17,989.00
Engine Diagnostic cable and software	\$ 1,500.00
<b>Total</b>	<b>\$ 133,800.00</b>

Truck did not meet spec for the following reasons:

Spec calls for clear from 36" behind cab Air Dryer is there and may have to be moved.

**2014 Western Star 4700SB O'Conner Motors**

Cab and chassis	\$ 111,499.00
Cost to remount body	\$ 17,989.00
Engine Diagnostic cable and software	\$ 1,450.00
<b>Total</b>	<b>\$ 130,938.00</b>

Truck did not meet spec for the following reasons:

Spec calls for:

No Intermittent wipers W/ delay programmed to slowest speed when parking brake is on.

No Electronic warning system, sounding when Park brake not applied and cab door is opened.

No electric brake controller.

G.C.W. should be 84,000 LBs the unit bid was 80,000 LBs

The bid should be awarded to Freightliner of Maine being the closest to spec. with H. P. Fairfield doing the remounting of the dump body. For the Bid Amount of \$132,300.00

---

Dave Jones Director of Public Works

**Sewer Utility**  
**Cash Flow - Preliminary**  
**PRO-FORMA VS ACTUAL**  
For the twelve months ended June 30, 2013

	<b>FY 2013 BUDGET</b>	<b>ACTUAL TO-DATE</b>	<b>BALANCE</b>	<b>%</b>
Cash Receipts:				
Meters	5,042,615.00	5,207,390.30	(164,775.30)	103%
Other Misc		31,575.36	(31,575.36)	
Interest income		(787.57)	787.57	
Total Cash Receipts	<u>5,042,615.00</u>	<u>5,238,178.09</u>	<u>(195,563.09)</u>	104%
Cash Payments:				
Payroll	462,080.00	427,859.98	34,220.02	93%
Employee Benefits	282,505.00	256,205.00	26,300.00	91%
Debt Service	1,160,551.00	1,146,897.82	13,653.18	99%
Treatment Plant	2,659,046.00	2,552,301.47	106,744.53	96%
Operating Expenses	492,846.00	484,342.12	8,503.88	98%
Capital Outlay	103,750.00	86,978.15	16,771.85	84%
Total Cash Payments	<u>5,160,778.00</u>	<u>4,954,584.54</u>	<u>206,193.46</u>	96%
Net Cash Inc (Dec)	(118,163.00)	283,593.55	401,756.55	
Beginning Cash Balance	<u>758,995.09</u>	<u>758,995.09</u>		
Ending Cash Balance	<u>640,832.09</u>	<u>1,042,588.64</u>	<u>401,756.55</u>	

**LEWISTON CITY COUNCIL**  
**MEETING OF SEPTEMBER 17, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 26**

**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.

*GAB/kmm*

**REQUESTED ACTION:**

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

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.