

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
OCTOBER 1, 2013**

**6:00 p.m. Workshop**

- A. Proposed Improvements to the Route 196/Plourde Parkway Interchange - 30 minutes
- B. Status of Efforts to Reutilize Bates Mill 5 - 30 minutes

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

Pledge of Allegiance to the Flag.  
Moment of Silence.

Acceptance of the minutes of the meetings of June 18 & July 16, 2013.

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

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 5.

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. Approval of Election Warrant Calling for the Municipal Election to be held on Tuesday, November 5, 2013 for the offices of Mayor, City Council and School Committee, and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Municipal Candidate and State Referendum Election, to be held on Tuesday, November 5, 2013.
- \* 2. Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 37 Lisbon Street.

**REGULAR BUSINESS:**

- 3. Public Hearing on an application for a Special Amusement Permit for Live Entertainment for The Dempsey Center, 29 Lowell Street.
- 4. Order authorizing city staff to negotiate an Option Agreement with Thomas Platz regarding Bates Mill #5.
- 5. Order authorizing the City Administrator to execute a permit from Brookfield White Pine Hydro LLC to allow work within the canal system boundaries related to improvements to the pedestrian bridge to Simard Payne Memorial Park.
- 6. Resolve accepting and appropriating a Targeted Assistance Grant from the Office of Refugee Resettlement for the purpose of assisting refugees in finding employment.
- 7. Presentation regarding the City's new voting machines.
- 8. Reports and Updates.
- 9. Any other City Business Councilors or others may have relating to Lewiston City Government.
- 10. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
- 11. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

# Summary of Alternatives Analysis

Alfred Plourde Parkway  
and Lisbon Street  
Lewiston, Maine

MaineDOT  
October 1, 2013

# Alternatives Analysis Issues

- Three High Crash Locations exist on ramps connecting Alfred Plourde Parkway with Lisbon Street.
- Anticipated growth in development south of Turnpike Exit will increase volumes on Alfred Plourde Parkway.

# Alternatives Analysis

- Study Area
- Existing Conditions
- Future Conditions
- Alternatives
- Safety & Mobility Costs

# STUDY AREA



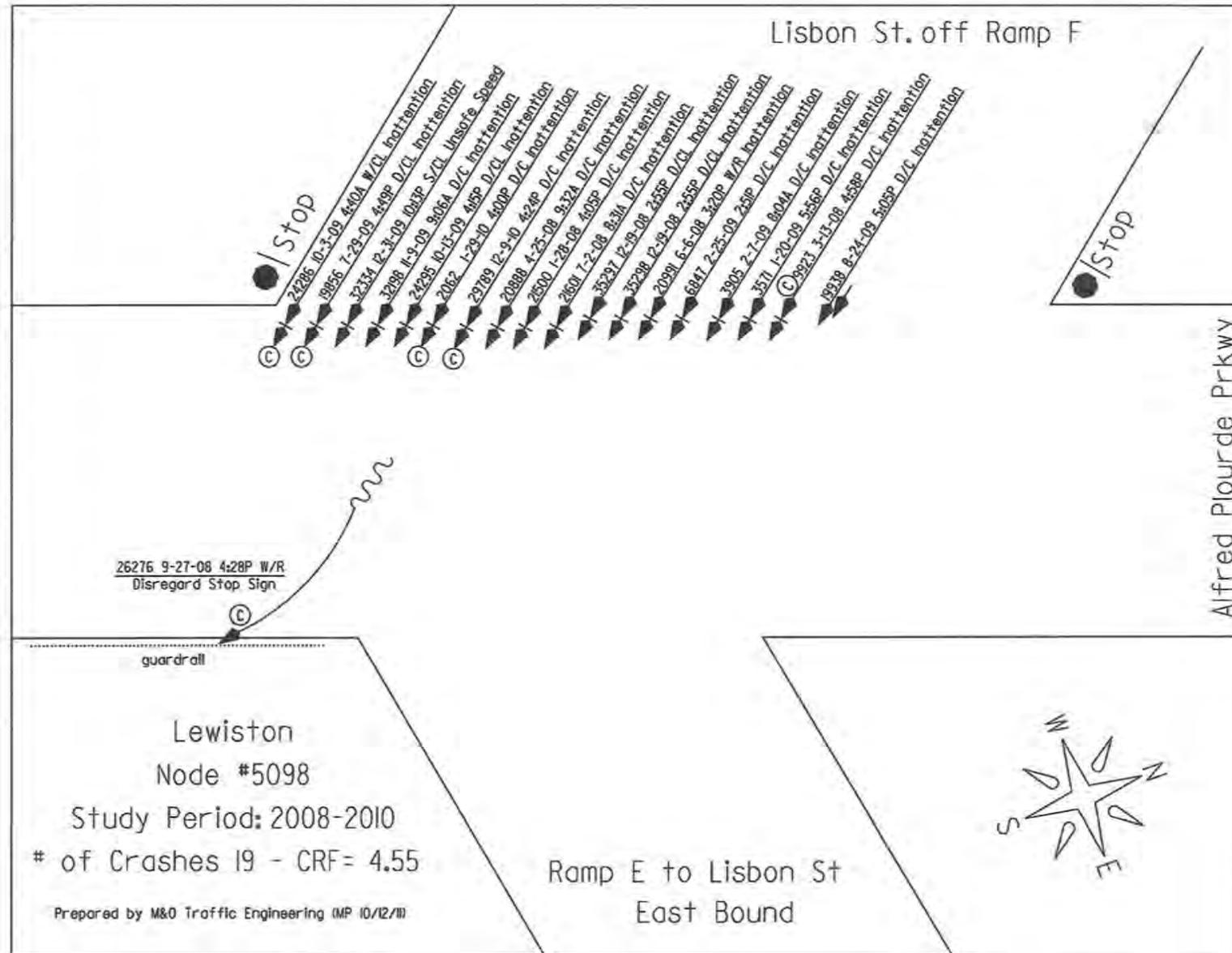


★ High Crash Locations



**Ramp F**

# Ramp F Crash Diagram



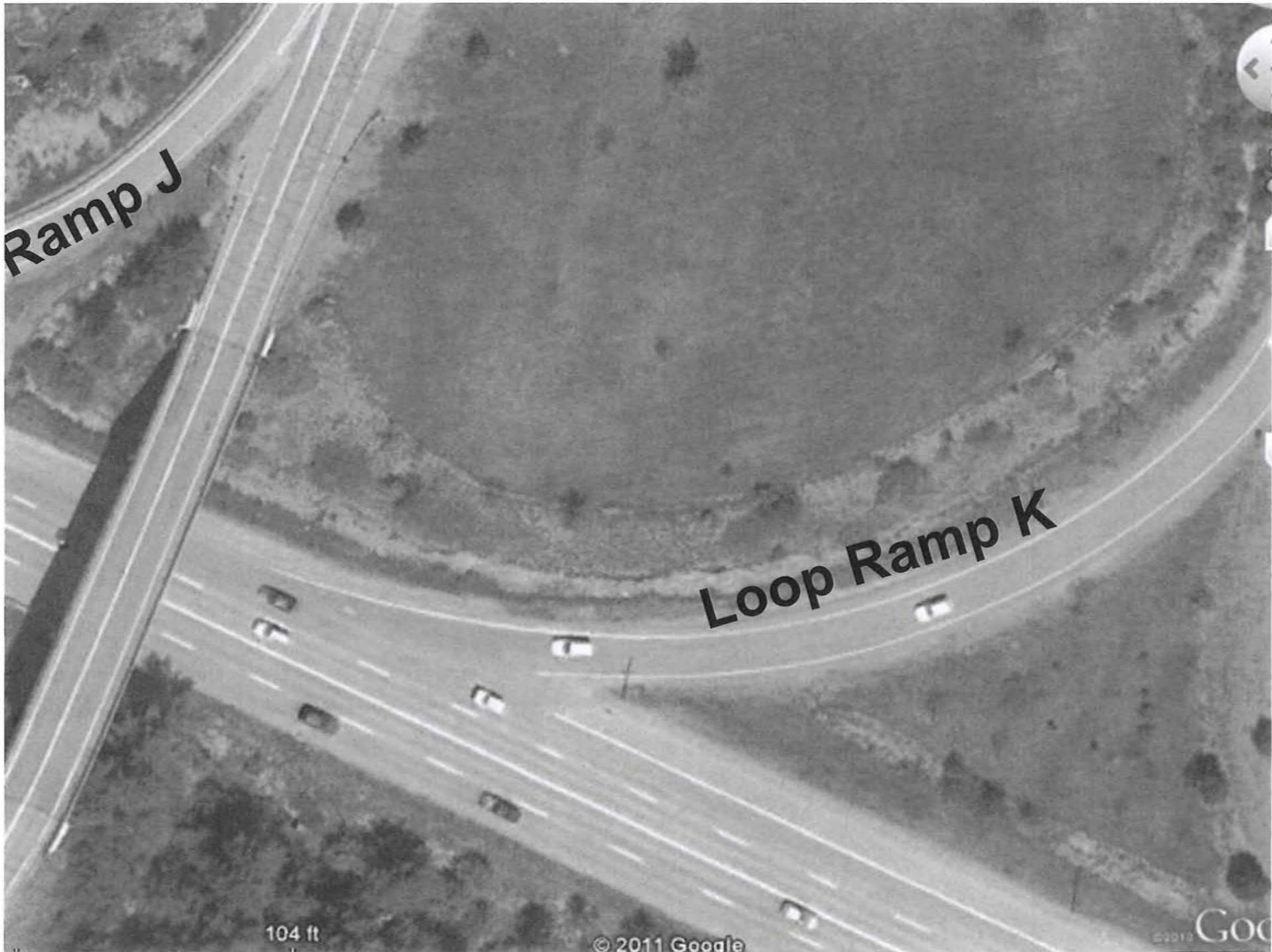
Ramp J

Loop Ramp K

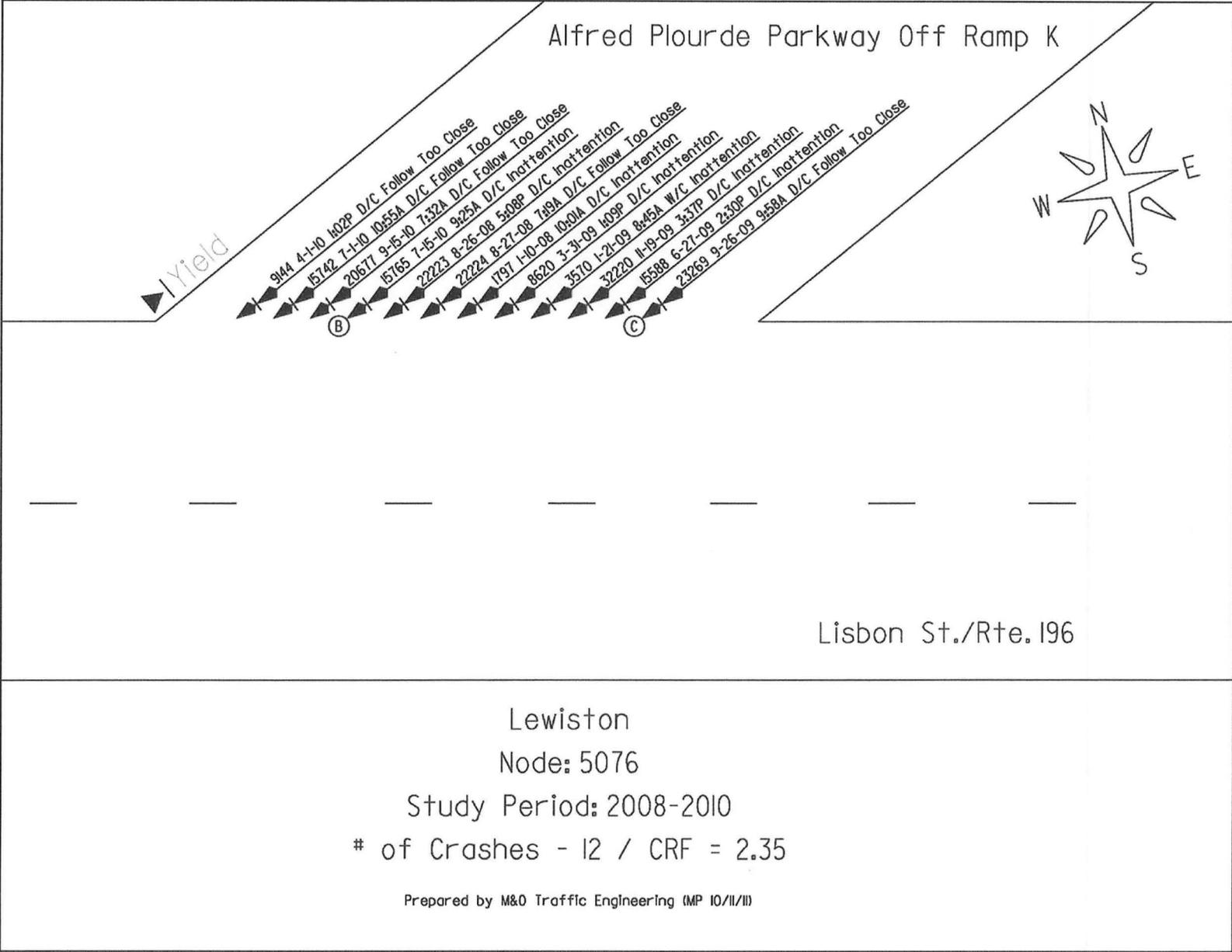
104 ft

© 2011 Google

©2012 Google



# Loop Ramp K Crash Diagram

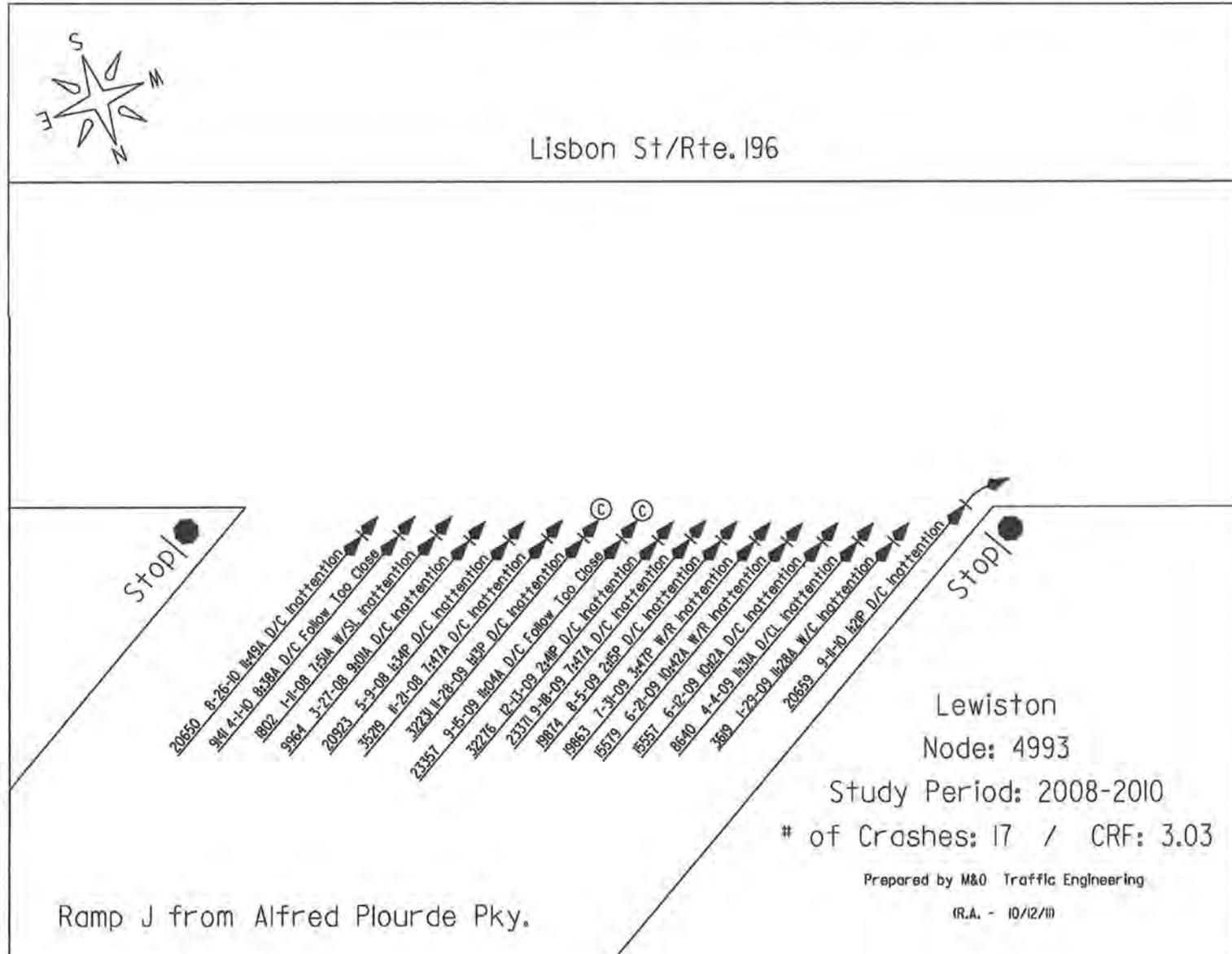




**Ramp J**

**Loop Ramp K**

# Ramp J Crash Diagram



# Alternatives Analysis

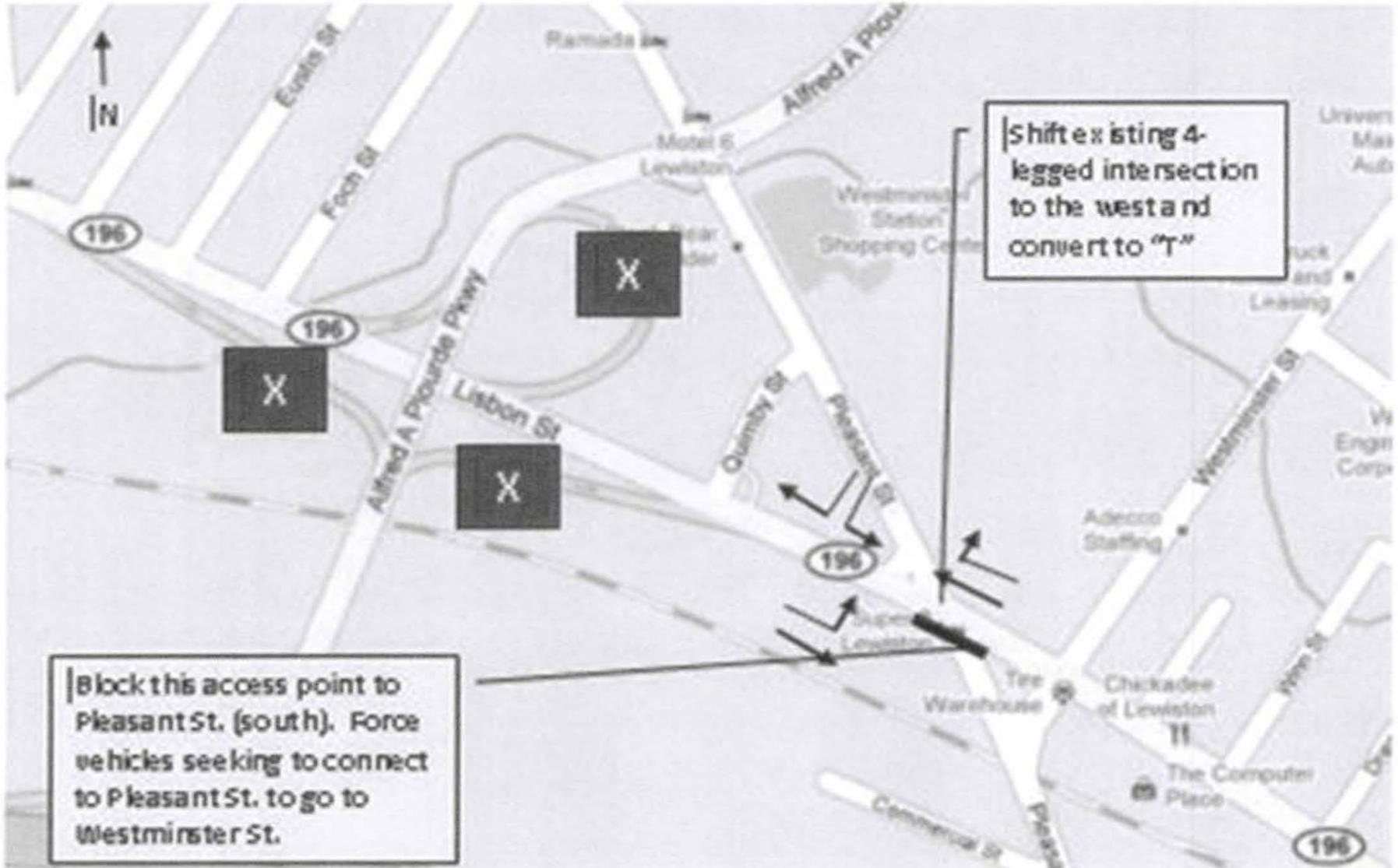
- Focus on Alfred Plourde Parkway and Lisbon Street (Route 196)
- Three alternatives compared to existing road configuration
  - Alternative 1 (FST study)
  - Alternative 2 (offered by HNTB)
  - Alternative 3 (offered by MaineDOT)

# Alternative 1

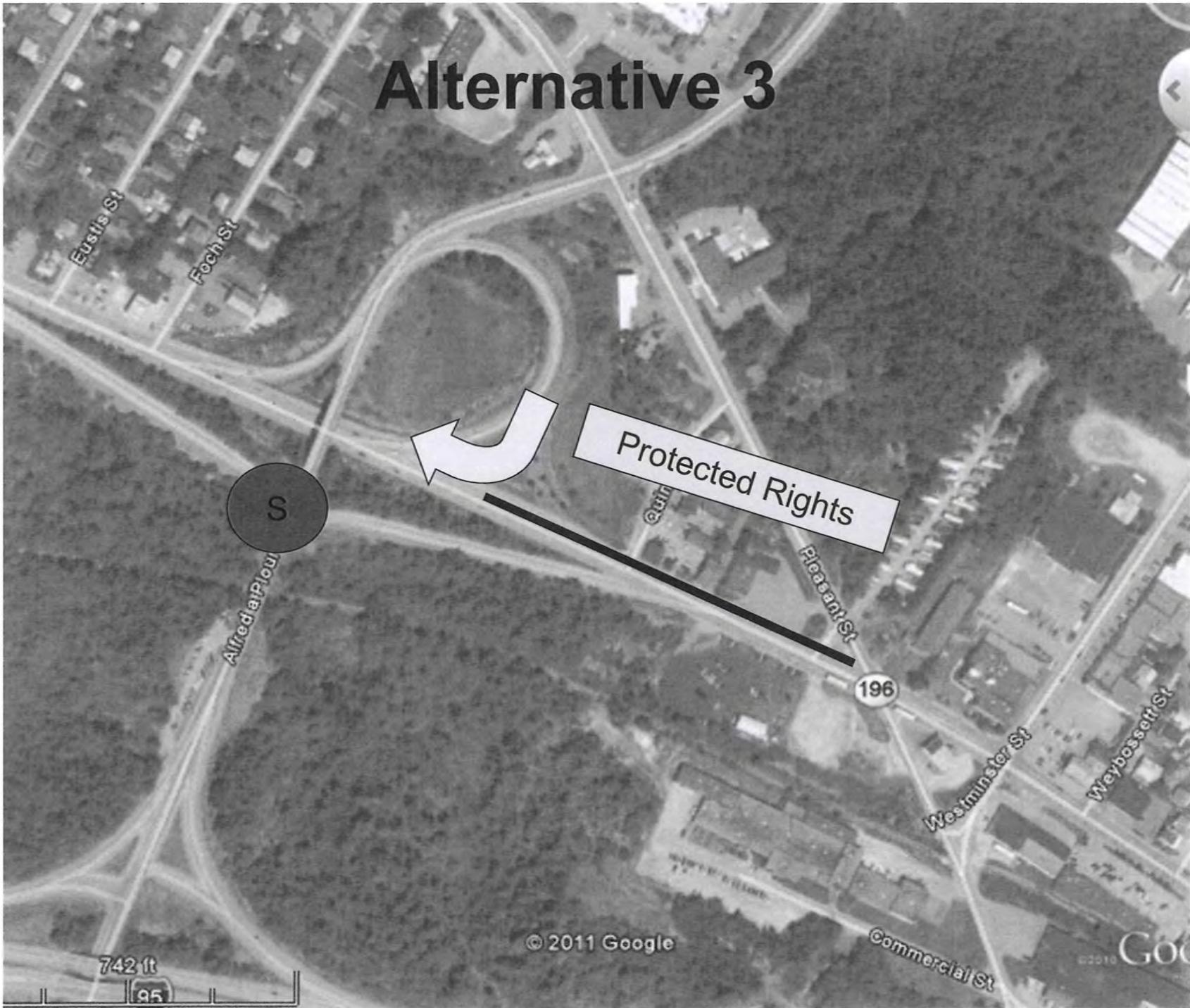


# Alternative 2

Figure 4 - Intersection & Approach Improvements



# Alternative 3



S

Protected Rights

742 ft

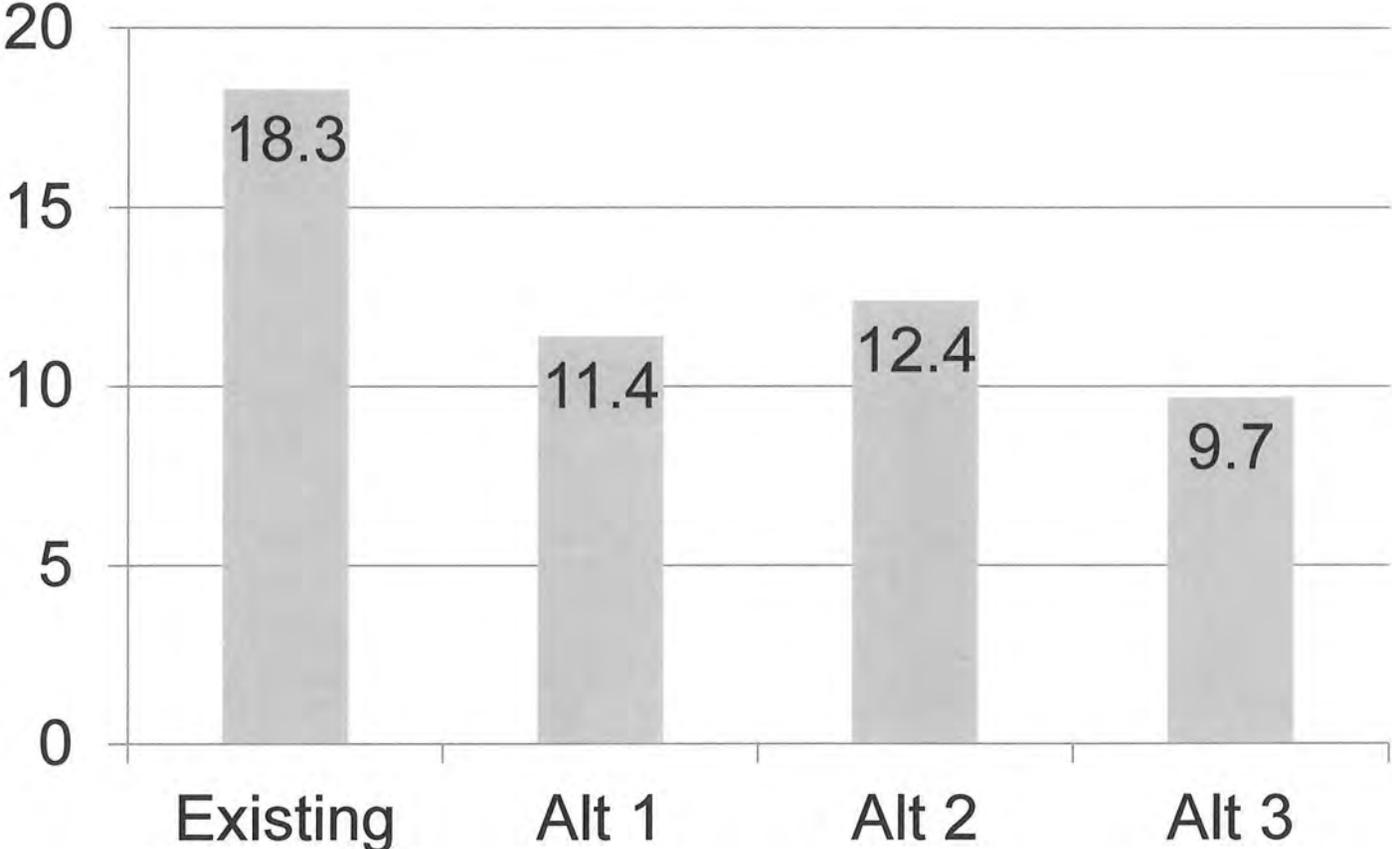
95

© 2011 Google

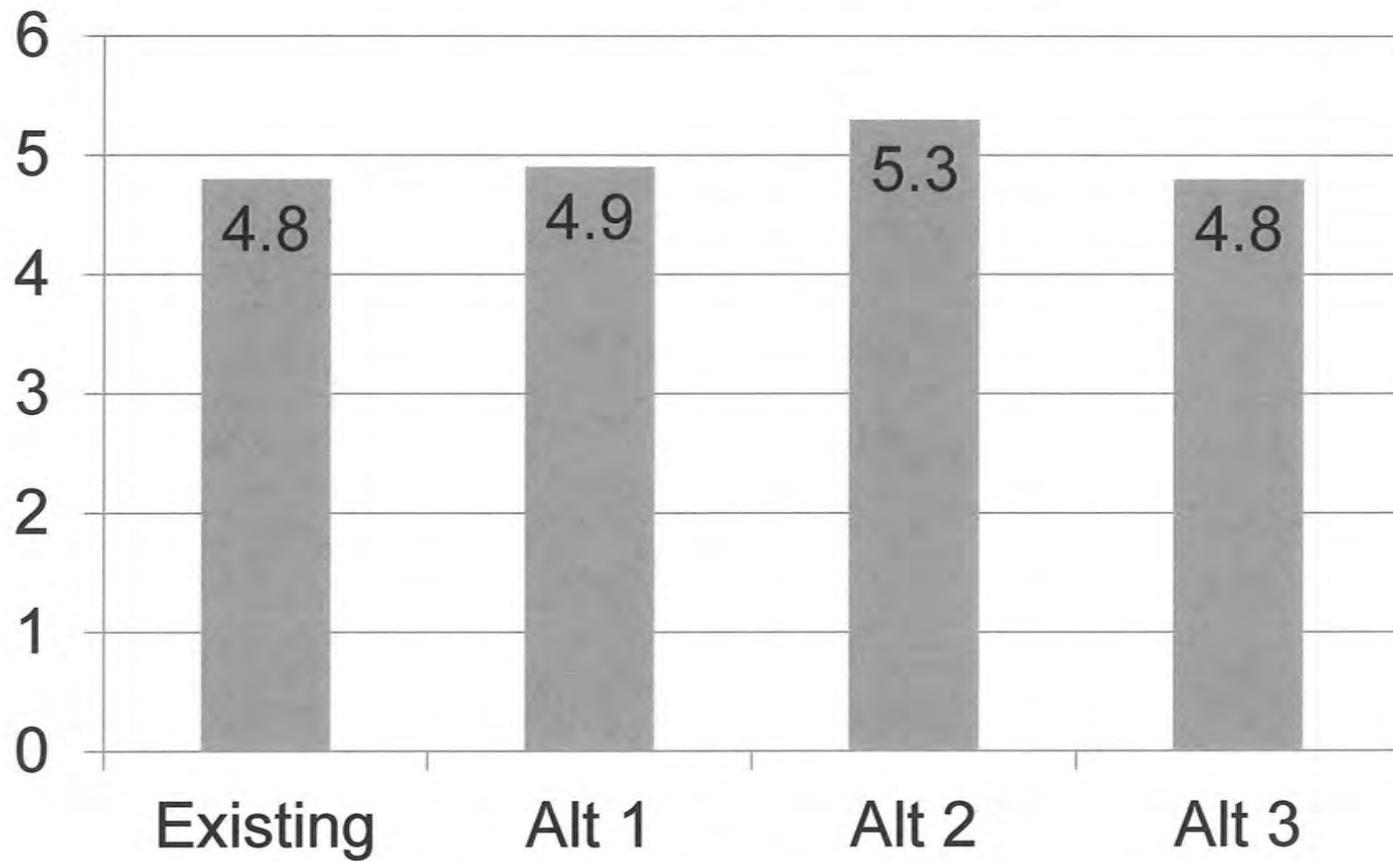
196

Go

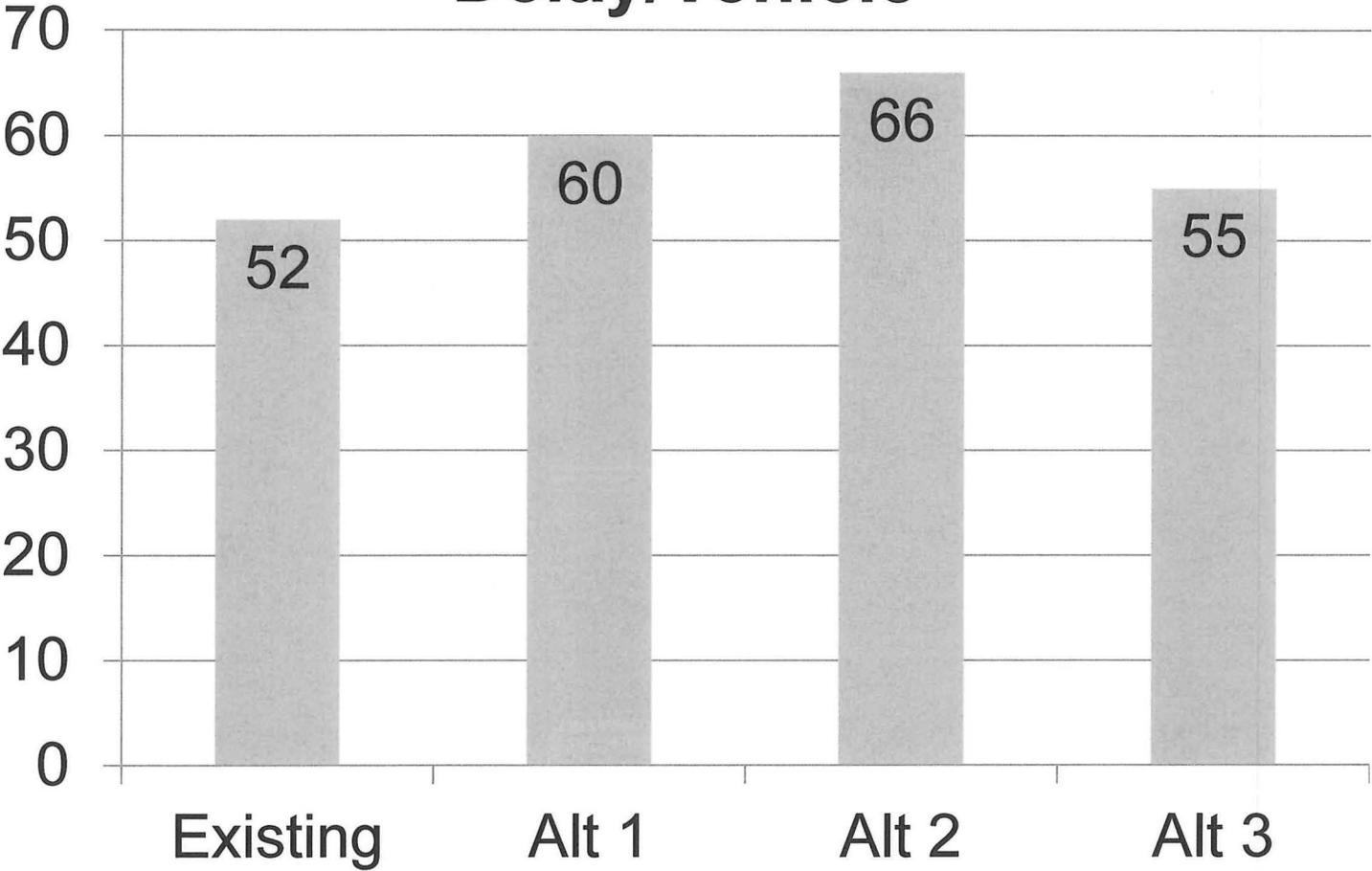
# Crashes/Year



## VMT/Year (millions)



# Delay/Vehicle



# Alternatives Analysis Conclusions

- Alfred Plourde Parkway has capacity for considerable development growth.
- Alternative 3 offers the best performance in reducing crashes and minimizing VMT and delay.
- More can be done to improve on Alternative 3

# Improvements to Alternative 3

- Include closure of short Pleasant Street segment south of Lisbon Street.
- Reduce eastbound Lisbon Street to one lane between off-ramp and on-ramp.
- Realign portion of loop ramp to manage speed.

## Lisbon St Westbound @ Alfred Plourde Parkway Ramps

Intersection sight distance (ISD) from Ramp J (stop control): 400 feet  
 Posted Speed on Lisbon Street: 30 mph

Design Vehicle	Right Turn Time Gap (seconds)	Intersection Sight Distances for Design Speed			
		30 mph	35 mph	40 mph	45 mph
Passenger Car	6.5	290	335	385	430
SU Truck	8.5	375	440	500	565
Combination Truck	10.5	465	540	620	620

Design ISD more than existing ISD

### Lisbon St Westbound @ Alfred Plourde Parkway Ramps

Ramp K (loop ramp) radii:

Design Speed too high for ISD

Existing		Curves	Radius (feet)	Design Speed (mph)
ISD=400 ft	1	216	30	
	2	345	35	
	3	690	45	
Improved		Curves		Design Speed (mph)
ISD=525 ft	1	216	30	
	2	345	35	
	3	225	30	

B



**City of Lewiston Maine  
City Council Resolve  
April 2, 2013**



**Resolve, Authorizing Grow L+A up to Six Months to Establish the Feasibility of Renovating and Reusing Bates Mill #5.**

Whereas, the City of Lewiston acquired Bates Mill #5 in 1992; and

Whereas, this Mill has been vacant and underutilized for some time; and

Whereas, since 1997, the City has studied the feasibility of uses such as a convention center; advertised the availability of the structure for reuse as a private-sector redevelopment; invested in the stabilization of the facility; established a task force to evaluate reuse options; and supported the reuse of the building as a casino facility; and

Whereas, to date, these efforts have been unsuccessful; and

Whereas, the Riverfront Island Master Plan reviewed potential uses for Mill 5 but concluded that the size and configuration of the building made its reuse problematic; and

Whereas, Grow L+A has approached the City and indicated an interest in undertaking one more effort to determine if the Mill can be returned to productive use; and

Whereas, toward this end, this group has requested that the City provide it with up to a six month period to explore the feasibility of renovating and reusing Bates Mill #5; and

Whereas, the City Council is willing to do so subject to Grow L+A meeting certain benchmarks;

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

The City of Lewiston will not demolish Mill # 5 prior to October 3, 2013 subject to the following:

1. On or before July 3, 2013, Grow L+A must provide letters of interest from organizations seeking a total of at least 75,000 square feet of space in Mill #5; and

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

2. Providing, by the same date, a pro-forma documenting the feasibility of the Mill #5 reuse project including the percentage occupancy required to support the effort. This should include documentation regarding the availability of historic tax credits, and the process for obtaining the same in support of the project; and
3. A sketch and proforma showing the nature and costs of the proposed public infrastructure within Mill #5, as well as a projection of the annual post construction cost of maintaining such space and the extent to which those costs would be the responsibility of the City.
4. On or before October 3, 2013, Grow L+A must provide an investor acceptable to the City with the capability of undertaking the renovation and reuse project and who is willing to enter into an option agreement with the City for the purchase and redevelopment of Mill #5. Investor acceptability shall be based on an evaluation of the financial capability of that individual/organization as may be supported by the following information and other supporting documentation to be provided by the investor: (a) letters of commitment for sufficient square footage to support the project; (b) a financial plan that will allow the Phase 1 exterior renovation and initial build out to proceed; (c) an acceptable construction schedule; (d) other evidence of financial capability to undertake such a project.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 1, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Approval of Election Warrant Calling for the Municipal Election to be held on Tuesday, November 5, 2013 for the offices of Mayor, City Council and School Committee, and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Municipal Candidate and State Referendum Election, to be held on Tuesday, November 5, 2013.

**INFORMATION:** Under the Maine State Statutes, the municipal officers shall issue an election warrant calling for a municipal election. The City Clerk will be conducting the city election on November 5, 2013 for the following positions: Mayor - citywide; seven City Council seats - Wards 1 - 7; School Committee - at large and seven School Committee seats - Wards 1-7.

Recommendations on election related issues:

A. That the hours for acceptance of registrations in person only, prior to the Nov. 5th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:00am to 4:30pm, Oct. 16 through Nov. 4, 2013; and additional hours of 4:30pm to 7:00pm on Wednesday, October 30, 2013.

B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B, except the day prior to the election when they shall be recorded in accordance with subsec. 7A.

C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the central polling place at 3:00pm, 7:00pm and any and all remaining shall be processed at 8:00pm, if necessary.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order regarding the Election Warrant calling for the Municipal Election to be held on Tuesday, November 5, 2013 for the offices of Mayor, City Council and School Committee, and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Municipal Candidate and State Referendum Election, to be held on Tuesday, November 5, 2013.

**ORDER**  
**Approvals Necessary to Conduct the November 5, 2013 Election**  
**October 1, 2013 City Council Meeting**

Be It Ordered by the City Council that the Election Warrant be issued for the Regular Municipal Election to be held on Tuesday, November 5, 2013 for the purposes of voting for the following positions: Mayor - citywide, seven City Council seats - Wards 1 - 7, School Committee - At Large and seven School Committee seats - Wards 1 - 7; and

To approve the following recommendation from the City Clerk/Registrar of Voters on actions necessary to conduct the Municipal Candidate and State Referendum Election to be held on Tuesday, November 5, 2013:

A. That the hours for acceptance of registrations in person only, prior to the Nov. 5th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:00am to 4:30pm, Oct. 16 through Nov. 4, 2013; and additional hours of 4:30pm to 7:00pm on Wednesday, October 30, 2013.

B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B, except the day prior to the election when they shall be recorded in accordance with subsec. 7A.

C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the central polling place at 3:00pm, 7:00pm and any and all remaining shall be processed at 8:00pm, if necessary.

**WARRANT FOR REGULAR MUNICIPAL ELECTION**

**CITY OF LEWISTON**

*County of Androscoggin, SS.*

To Michael Bussiere, a constable of Lewiston, Maine: You are hereby required in the name of the State of Maine to notify the voters of the City of Lewiston of the election described in this warrant.

To all voters of the City of Lewiston: You are hereby notified that the Regular Municipal Election in this municipality will be held on November 5, 2013, at your respective voting place:

Ward 1 Lewiston Armory, 65 Central Ave.

Ward 2 Montello School Gym, 407 East Ave.

Ward 3 Lewiston Armory, 65 Central Ave.

Ward 4 Longley Elementary School, 145 Birch St.

Ward 5 Longley Elementary School, 145 Birch St.

Ward 6 The Green Ladle - LHS Campus, 156 East Ave.

Ward 7 Longley Elementary School, 145 Birch St.

Said election being held for the purpose of electing one Mayor, one School Committee member at large, one Councilor, and one School Committee member in his/her respective Ward.

The polls shall be opened at 7:00 a.m. and closed at 8:00 p.m.. Absentee ballots will be processed at the City Hall Central Voting Precinct at 3:00P.M., 7:00 P.M., and any and all remaining at 8:00 P.M., if necessary.

*Dated at Lewiston, Maine on October 1, 2013.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Kathleen M. Montejo, MMC  
City Clerk

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 1, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 37 Lisbon Street.

**INFORMATION:**

The Council is asked to approve a municipal quitclaim deed for the property located at 37 Lisbon 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
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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 37 Lisbon Street.



**City of Lewiston Maine  
City Council Order  
October 1, 2013**

**Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 37 Lisbon Street.**

**WHEREAS**, the former owner, Richard A. Spiro, failed to pay his real estate and utility bills on a timely basis for 37 Lisbon Street (Tax Map 207, Lot 125, Parcel 00-005779); and

**WHEREAS**, a real estate tax lien in the amount of \$2,256.04 was recorded on June 17, 2011 (Book 8181 Page 315) and matured on December 17, 2012; and

**WHEREAS**, a water lien in the amount of \$122.90 was recorded on June 29, 2010 (Book 7966 Page 338) and matured on December 29, 2011; and

**WHEREAS**, a sewer lien in the amount of \$136.18 was recorded on June 29, 2010 (Book 7967 Page 130) and matured on December 29, 2011; and

**WHERE AS**, payment was received in full and the property was sold to ATL Holdings LLC;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON** that a quitclaim is hereby authorized for 37 Lisbon Street to release the City's interest in the property 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:** **Quitclaim Deeds**  
**DATE:** September 18, 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 October 1st meeting, there will be a quitclaim deed requiring your action for the following property dealing with two matured utility liens and a matured tax lien. Utility and property tax balances for each property are now current.

Former Owner:	Richard Spiro	Deed Released to:	ATL Holdings LLC
Address:	37 Lisbon Street		
Tax Map:	207 Lot 125	Parcel:	00-005779
Type of Lien:	Tax Lien	Filed:	6/17/11 (B8181 P315)
Matured:	12/17/12	Paid:	2/4/13
Type of Lien:	Water Lien	Filed:	6/29/10 (B7966 P338)
Matured:	12/29/11	Paid:	3/23/12
Type of Lien:	Sewer Lien	Filed:	6/29/10 (B7967 P130)
Matured:	12/29/11	Paid:	3/23/12

At this time, I am requesting you approve the quitclaim order for the above account so the property can be released from the City to the new 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 OCTOBER 1, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Public Hearing on an application for a Special Amusement Permit for Live Entertainment for The Dempsey Center, 29 Lowell Street.

**INFORMATION:**

We have received an application for a Special Amusement Permit for Live Entertainment from The Dempsey Center, 29 Lowell Street, for an event to be held at the Bates Mill Atrium, 25 Canal Street, on October 11, 2013.

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.

*ERB/kmm*

**REQUESTED ACTION:**

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To grant a Special Amusement Permit for Live Entertainment to The Dempsey Center, 29 Lowell Street.

CITY OF LEWISTON  
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 9/17/13 GOOD ONLY: Expiration Date: Oct. 11, 2013 License fee: \$116.00

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

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

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

Business Name: Dempsey Challenge Business Phone: 207.330.7719

Location Address: Bates Mill Atrium, 25 Canal St. Lewiston, ME

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

Mailing Address: 29 Lowell St. Lewiston, ME 04240

Contact Person: Aimee Arsenault Home Phone: 207.330.7719

Owner of Business: (Non-Profit) Patrick Dempsey Date of Birth: 9/19/85

Address of Owner: Center for Cancer Hope & Healing

Manager of Establishment: Aimee Arsenault Date of Birth: 9/19/85

Owner of Premises (landlord): CMMC

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

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

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

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

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

Corporation Name: Dempsey Challenge

Corporation Mailing Address: 29 Lowell St. Lewiston, ME 04240

Contact Person: Aimee Arsenault Phone: 207.330.7719

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 100 ft

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?: October 11th, 2013

\*\*\*\*\*

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

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

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

Signature: [Signature] Title: Event Mgr Date: 9-18-13

Printed Name: Aimee Arsenault

\*\*\*\*\*

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

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

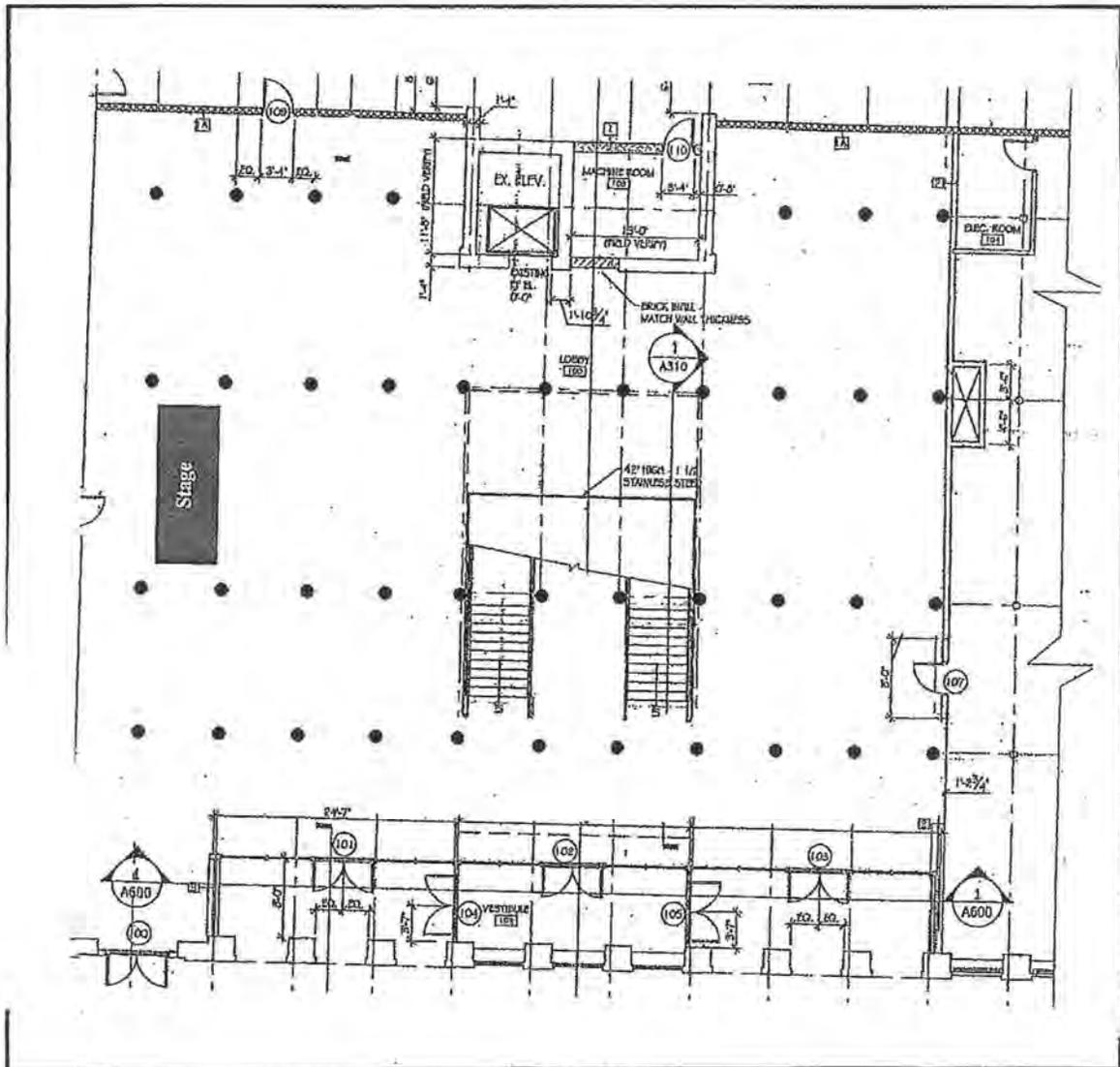
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Hearing Date: \_\_\_\_\_ Approved by Council: \_\_\_\_\_ Vote No: \_\_\_\_\_

## 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: September 19, 2013

RE: Special Amusement Permit – **Dempsey Center**

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

**Dempsey Challenge**  
**29 Lowell Street**



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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 OCTOBER 1, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Order authorizing city staff to negotiate an Option Agreement with Thomas Platz regarding Bates Mill #5.

**INFORMATION:**

In April, the Council agreed to defer demolition of Mill 5 to allow Grow L+A to work to find appropriate reuses for this building. That Resolve set out certain benchmarks that Grow L+A was required to meet. The first, which was required on or before July 3, 2013, required letters of interest from organizations seeking at least 75,000 square feet of space in the mill; a proforma documenting the feasibility of reuse; and a sketch and proforma showing the nature and costs of proposed public infrastructure within the Mill. These requirements were met.

By October 3, 2013, Grow L+A is required to provide an investor acceptable to the City with the capability of undertaking the project and who is willing to enter into an option agreement with the City for the purchase/transfer of the mill.

We understand that Thomas Platz, the developer of other portions of the Bates Mill Complex, has been identified as a potential developer and is interested in obtaining an option on the property to allow the project to continue to move forward toward a final determination of tenant interest and financial feasibility.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing city staff to negotiate an Option Agreement with Thomas Platz regarding Bates Mill #5.



City of Lewiston Maine  
City Council Resolve  
October 1, 2013



**Order,** Authorizing Staff to Negotiate an Option Agreement with Thomas Platz regarding Bates Mill #5

**WHEREAS,** the City of Lewiston owns Bates Mill #5; and

**WHEREAS,** the building has long been vacant and past efforts to find a suitable tenant or qualified developer to redevelop the building have not been successful; and

**WHEREAS,** Grow L+A, a non-profit citizen's group dedicated to promoting responsible development that is economically sound, sustainable, socially responsible and that supports a health community has dedicated significant time and effort to articulating a vision, promoting discussion, and generating interest in a redeveloped Bates Mill #5 as the preferred alternative to demolition of the structure; and

**WHEREAS,** Grow L+A's efforts have resulted in adequate tenant and developer interest to support further exploration of redevelopment opportunities and costs worthwhile; and

**WHEREAS,** Thomas Platz has engaged in engineering, architectural, and other due diligence related to redevelopment of the building for use by a variety of commercial tenants and has engaged in initial discussions with several of those tenants regarding needs and possible leasing of space within the building; and

**WHEREAS,** more time is needed to fully develop concepts and costs associated with redevelopment so that negotiations with tenants and be entered into based on real numbers and the economic viability of the project can be ascertained;

**NOW THEREFORE,** Be It Ordered by the City Council of the City of Lewiston that staff is hereby authorized to negotiate an Option Agreement with Thomas Platz regarding the transfer of title to Bates Mill #5.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 1, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Order authorizing the City Administrator to execute a permit from Brookfield White Pine Hydro, LLC to allow work within the canal system boundaries related to improvements to the pedestrian bridge to Simard Payne Memorial Park.

**INFORMATION:**

The Riverside Island Master Plan calls for improving the connection between Lincoln Street and Simard Payne Park. Part of this effort includes improving the pedestrian bridge over the canal between Oxford Street and the park. In order to do this work, our contractor will require access to areas owned by Brookfield as part of the canal system. In addition, we would also like to do some clean up of overgrown areas of the canal banks adjacent to the bridge.

In order to undertake this work, the property owner, Brookfield, must grant the City and our contractor permission. Brookfield is willing to do so, and a copy of the permit is attached to the Council Order accompanying this item. The permit has been reviewed by the City Attorney and is acceptable to staff.

We recommend your approval.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute a permit from Brookfield White Pine Hydro, LLC to allow work within the canal system boundaries related to improvements to the pedestrian bridge to Simard Payne Memorial Park.



**City of Lewiston Maine  
City Council Order  
October 1, 2013**



**Order,** Authorizing the City Administrator to Execute a Permit from Brookfield White Pine Hydro, LLC to Allow Work within the Canal System Boundaries Related to Improvements to the Pedestrian Bridge to Simard Payne Park

WHEREAS, the Riverfront Island Master Plan recommends that improvements be made to encourage access to Simard Payne Park from Lincoln Street; and

WHEREAS, plans have been developed to improve the existing pedestrian bridge crossing from Oxford Street into the park; and

WHEREAS, in order to implement these plans, some work will be required in areas adjacent to the bridge and within the boundaries of the Lewiston Canal System owned by Brookfield White Pine Hydro; and

WHEREAS, Brookfield has agreed to allow such work to be performed in accordance with a permit to be granted by them to the City;

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

The City Administrator is hereby authorized to execute a Lewiston Falls Project Permit, a copy of which is attached and made a part hereto, to allow certain activities to be undertaken within the Lewiston Canal System and appurtenant to a contract to improve the pedestrian canal crossing between Oxford Street and Simard Payne Park.

## LEWISTON FALLS PROJECT PERMIT

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ Brookfield White Pine Hydro LLC (“Brookfield”), with an address of 26 Katherine Drive, Hallowell, Maine 04347, hereby grants permission to the City of Lewiston (“Permittee”) with an address of 27 Pine Street, Lewiston, ME 04240 to remove vegetation and install an erosion control mix along a portion of the Lewiston Canal structure immediately adjacent to Permittee’s land and within the Lewiston Falls FERC Project Boundary in the vicinity of the intersection of Oxford Street and Beech Street in Lewiston, Maine, (the “Area”).

WHEREAS Brookfield is the owner of the Lewiston Canal structure, including flowage rights in accordance with FERC License Project No. 2302; and

WHEREAS, Brookfield and Permittee both acknowledge that this Permit, while required by Brookfield’s FERC License, is not a conveyance of any interest in Project Lands or Waters and rather consists of permission to remove vegetation and install and maintain an erosion control mix along a portion of the Lewiston canal structure for purposes of enhancing the enhancing the aesthetic appearance of that area of the Lewiston Canal and preventing erosion; and

WHEREAS, Brookfield and Permittee agree that the Activity is not inconsistent with the purpose of protecting and enhancing the scenic, recreational and other environmental values of the Project.

IN CONSIDERATION OF Brookfield’s grant of permission to Permittee to conduct the Activity identified in this Permit, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Permittee hereby agrees to the following conditions:

1. **Permit.** Permittee acknowledges that this Permit only applies to the following actions on the part of Permittee that are authorized by this Permit (the “Activity”).
  - a. Permittee will remove vegetation and install an erosion control mix along a portion of the Lewiston Canal structure immediately adjacent to Permittee’s land and within the Lewiston Falls FERC Project Boundary as described and illustrated on the attached “Exhibit A” and impacting approximately 150 linear feet on each bank of the Lewiston Canal Structure as shown on said exhibit, with all such work to be performed by Permittee’s third party contractors that has satisfied the requirements set forth in Paragraphs 3, 8 and 10; and
  - b. After completion of the work described in clause (a), Permittee will maintain the area in which such work has been performed by mowing and reseeding as necessary to maintain the erosion control measures so installed.
2. **No Interest Created; Disclaimer of Warranties.** It is expressly understood and agreed that no ownership interest in the Property is granted to Permittee under this Permit. Permittee is solely responsible for making its own determination as to the suitability of

the Area for Permittee's intended purpose. No warranty of title to the Area or other lands of Brookfield is given hereunder, and the permission herein given to Permittee is subject to all encumbrances, conditions and reservations upon or under which Brookfield holds the Area. The rights of Permittee are limited solely to the Permit herein granted and Permittee shall not acquire by virtue of this Permit or otherwise any easement or other greater interest in the Area of Brookfield. It is agreed and understood that Permittee shall at all times while conducting the Activity have the use of the Area for the Activity set forth herein, provided that such Activity do not unreasonably interfere with Brookfield's operations or FERC License.

3. **Contractual Relationships.** By appropriate written agreement Permittee shall require each design professional, contractor (regardless of tier) or other person engaged to perform work or provide design or materials for the Activity to be bound under the terms of such person's contract with Permittee, and to assume toward Permittee and, as an intended third party beneficiary of such contract, Brookfield all the obligations and responsibilities, including the responsibility for safety of the person's design, work or materials, that the Permittee, by this Permit, assumes toward Brookfield.
4. **Permits & Approvals.** Permittee's conduct of the Activity shall comply with all applicable federal, state and local laws, rules, regulations, orders and ordinances, as well as any applicable regulations of Brookfield. Permittee shall be responsible for securing, at Permittee's sole cost and expense, any and all permits and approvals necessary to conduct the Activity. Permittee shall supply Brookfield with documentation of properly obtained state and federal permits prior to commencing the Activity.
5. **Environmental Matters.** In the event that any hazardous substances (including but not limited to oil and fuel), as defined under any environmental law, are introduced into the Area and/or into the waters adjacent to the Area in connection with or during the course of the Activity, Permittee shall notify the state, local and federal agencies as required by law and shall, within **eight** hours of the occurrence of such event, contact a representative of Brookfield at the following telephone number: (207) 629-1890 **and** provide written notice to Brookfield of the occurrence at the address set forth in the first paragraph of this Permit or such other address as Brookfield may provide under the terms of this Permit. Failure to do so may result in the immediate revocation of this Permit.

Permittee acknowledges and agrees that, if the Activity results (i) in the release of hazardous substances on the Area or adjacent lands and waters or (ii) in the disturbance or exposure of hazardous substances now existing in the Area that once so disturbed or exposed requires clean-up, containment or other remediation response, Permittee shall assume full responsibility for the clean-up, containment or other remediation response of such hazardous materials and shall indemnify and hold harmless the Brookfield Parties, as defined in Paragraph 8, against all losses, claims, actions, damages, taxes, fees, liabilities, costs and expenses, including such costs of clean-up, containment and remediation, and all related court costs and reasonable attorney's fees.

In the event that archaeological artifacts are uncovered in the Area during the conduct of the Activity authorized under this Permit, Permittee shall immediately cease the activity and notify the State Historic Preservation Office and Brookfield. Brookfield shall receive notice from Permittee by telephone at the telephone number provided in paragraph 3 above **and** in writing at the address set forth in the first paragraph of this Permit or such other address as Brookfield may provide under the terms of this Permit.

6. **Access.** Brookfield may inspect the Area at any reasonable time during the conduct of the Activity and upon completion of the Activity.

Brookfield, its employees, agents and contractors may enter the Area including the as necessary to conduct Brookfield's business.

7. **Premises Responsibility and Safety.** Conduct of the Activity, whether by Permittee, Permittee's design professionals, contractors, subcontractors regardless of tier or material suppliers or their respective employees and agents (the Permittee and such other persons being the "Permittee Parties"), on the Area or on adjacent lands and waters shall be at Permittee's sole risk and expense, and Permittee assumes all risks of the Activity on and adjacent to the Area. Nothing in this Permit shall be construed to create any duty or standard of care on the part of, or impose any liability upon, Brookfield during the performance of the Activity.

Permittee shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (a) personnel that are engaged in the Activity; (b) other persons who may be affected by the Activity and (c) property in the Area or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal as part of the Activity.

While performing the portion of the Activity described in Paragraph 1(a), Permittee shall cause its contractor to erect and maintain, as required by existing conditions and the Activity, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

8. **Exoneration and Indemnity.** Permittee hereby releases and discharges Brookfield from all losses, claims, demands, or damages of any nature that Permittee may have or allege to have against Brookfield, Brookfield's parent, subsidiaries, affiliates and their respective officers, directors and employees (collectively, the "**Brookfield Parties**") to the extent resulting from the Permittee's Activity under this Permit, or to the extent created by or arising out of the conduct of the Activity by Permittee or any Permittee Party on the Area, adjacent lands and waters or elsewhere in the performance of the Activity under this Permit.

Subject to the immunities, limitation or defenses available to Permittee under the Maine Tort Claims Act or any other similar provision of law, Permittee shall indemnify, protect, defend and hold harmless all Brookfield Parties from and against any and all losses,

claims, actions, damages, taxes, fees, liabilities, costs and expenses of any nature, including court costs and reasonable attorney's fees incurred in connection with matters indemnified herein or in enforcing Brookfield's rights under this Permit, to the extent arising from or in connection with the Permittee's conduct of the Activity under this Permit, any act or omission by Permittee or any Permittee Party in performing any part of the Activity, or the use or occupancy of or presence on the Area or adjacent lands and waters or by Permittee or any Permittee Party in connection with the Activity, whether as a result of personal or bodily injury to or death of persons, damage to property or otherwise, and regardless of whether such loss, claim, action, damage, tax, fee, liability, cost or expense is caused in part by the act, omission or negligence of a person indemnified hereunder.

In claims by an employee either of Permittee or of any Permittee Party, Permittee's indemnification obligation hereunder is not limited by immunities or defenses accorded the employer of such claiming employee under applicable workers' compensation acts, which immunities and defenses are hereby waived solely and exclusively for purposes of the indemnification obligation hereunder.

Permittee's obligations under this paragraph shall survive completion of the Activity under this Permit or other termination of this Permit.

By appropriate written agreement Permittee shall cause each design professional, contractor (regardless of tier) or other person engaged to perform work or provide design or materials for the Activity to agree to indemnify, defend and hold harmless the Brookfield Parties in accordance with the foregoing terms except that such obligations on the part of each such design professional, contractor or other person shall not be qualified by the immunities, limitation or defenses available to Permittee under the Maine Tort Claims Act or any other similar provision of law.

9. **Permittee Insurance.** Prior to exercising any rights under this Permit, Permittee shall provide Brookfield with an ACORD or other Certificate of Insurance for Permittee naming the Brookfield Entities as additional member (except for Worker's Compensation coverage), with contract liability endorsement and evidencing the following minimum insurance:
  - a. **Worker's Compensation.** Except to the extent that Permittee is allowed to self-insure, as required by state laws where the Activity is performed and employer's liability insurance with a limit of liability of **\$1,000,000** for each accident;
  - b. **Comprehensive General Liability.** Comprehensive general liability insurance with a **\$400,000** combined single limit for all claims (including auto) under the Maine Tort Claims Act, 14 M.R.S. §§ 8101-8118 (or such greater limit as may be established as the limit on awards of damages under the Maine Tort Claims Act or any successor statute), and a combined single limit of **\$1,000,000** for all other claims under Maine and Federal law; and property damage insurance applicable

to the Area in the amount of not less than **\$1,000,000** with respect to damages to property.

10. **Contractor Insurance.** Prior to exercising any rights under this Permit, Permittee shall provide Brookfield with an ACORD or other Certificate of Insurance for each of the independent contractor design professionals, contractors and subcontractors (regardless of tier) engaged by Permittee to perform deliver services or provide work in connection with the Activity at the Area or on adjacent lands, in each case naming the Brookfield Entities as additional insureds (except for Worker's Compensation coverage), with contract liability endorsement and evidencing the following minimum insurance:
  - a. Worker's Compensation. As required by state laws where the Activity is performed and employer's liability insurance with a limit of liability of One Million Dollars (\$1,000,000) for each accident;
  - b. Automobile Liability. Auto liability insurance covering owned, non-owned, leased and hired automobiles in the amount of One Million Dollars (\$1,000,000) combined single policy limit for bodily injury and property damage for each accident;
  - c. Comprehensive General Liability. Comprehensive general liability insurance with a One Million Dollar (\$1,000,000) combined single policy limit for bodily injury and/or property damage for each occurrence, including coverage for premises and construction operations; independent contractors; products and completed operations; collapse and underground hazards; broad form contractual liability; personal injury; broad form property damage; and additional insured endorsement.
11. **No Liability.** Brookfield shall not be responsible for injury or death of persons, or any loss or damage to property of any kind including loss of use thereof, owned, leased or borrowed by Permittee, regardless of cause except to the extent that such injury or death or loss or damage is caused by the negligent or intentional acts of Brookfield or its employees or contractors.
12. **Non-Assignable.** Permittee shall not lease, sublet, license, assign or otherwise grant any rights under this Permit to others without Brookfield's prior, written consent which consent may be conditioned, granted or withheld as Brookfield deems appropriate in its sole and absolute discretion.
13. **General Provisions**
  - a. The Permitted Area is a portion of the land subject to a license issued by the Federal Energy Regulatory Commission ("FERC") for the Lewiston Falls Project No. 2302 (hereinafter the "Project") and is itself subject to the terms and conditions of the license ("FERC License"), any amendments thereto or renewals and to such orders as may be issued by FERC from time to time;

- b. Brookfield may terminate this agreement if, in Brookfield's sole judgment, Permittee fails to perform its duties under this Permit, and fails to cure such deficiencies within 30 days from the date of notice of such default from Brookfield to Permittee.
- c. Permittee shall take all reasonable precautions to insure that the Activity any other structures or facilities permitted under this Permit will occur in a manner that will protect the scenic, recreational and environmental values of the Project and further shall assume full responsibility for any discharges into the Project system;
- d. As soon as practicable, the Permittee shall notify Brookfield and be responsible for the cleanup of any spills or discharges of any toxic, special or hazardous, substances, wastes or materials onto Project Lands or Waters (as defined in the FERC License) as a result of the Activity;
- e. Permittee shall not unduly restrict public access to Project Waters; and,
- f. Permittee will not, in the exercise of its rights under this Permit, interfere with Project operations nor interfere with or claim any damages associated with the Permittee's use of any of Brookfield's rights, including without limitation water and flowage rights.
- g. The use of the Areas shall not endanger health, create a nuisance, or otherwise be incompatible with overall FERC Project No. 2302 recreational use.
- h. This Permit constitutes the entire agreement between the parties and supersedes all prior negotiations, leases, agreements, permits and understandings between them.
- i. This Permit may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but such counterparts shall constitute but one and the same Permit. This Permit shall not be recorded by either party.
- j. This Permit shall be construed and enforced in accordance with, and governed by, the laws of the State of Maine.
- k. The section headings herein are for reference and convenience only and shall not be considered in the interpretation of this Permit.
- l. Failure on the part of either party to bring to the attention of the other party any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver of any such party's rights hereunder. Furthermore, no waiver at any time of any of the provisions hereof, by either party, shall be construed as a waiver of any of the other provisions hereof

and a waiver at any time of any subsequent time a waiver of the same provisions. The approval of either party to or for any action by the other requiring that party's consent or approval, shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

- m. If any term or provision of this Permit is determined to be invalid, or unenforceable, or against public policy, the remainder of this Permit shall not be affected thereby and all other terms and provisions of this Permit shall remain valid and enforceable to the extent permitted by law.
- n. Subject to the other terms of this Permit, the obligation of each party shall be binding upon, and its rights and benefits shall inure to the benefit of the successors and assigns of that party.

Brookfield White Pine Hydro LLC

By: \_\_\_\_\_  
Print Name: Jon Elmer  
Title: Vice President  
Date: \_\_\_\_\_, 2013

The Terms and Conditions of the foregoing Permit are accepted and agreed to by PERMITTEE:

City of Lewiston, Maine

By: \_\_\_\_\_  
Ed Barrett, its City Manager  
Duly authorized  
Date: \_\_\_\_\_, 2013

1:720



Streetscape/canal-scape improvements to be completed with connecting parking improvements. Approximately 150' in length on both sides of canal.

Future park connect Lincoln/Oxford Streets to Simard Payne Park.

© City of Lewiston Maine GIS

Exhibit A

5605964.8

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 1, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Resolve accepting and appropriating a Targeted Assistance Grant from the Office of Refugee Resettlement for the purpose of assisting refugees in finding employment.

**INFORMATION:**

The United States Government's Office of Refugee Resettlement provides grants designed to assist local communities in finding employment for refugees residing in that community. The State of Maine, as lead applicant, has been awarded a grant and will contract with the City of Portland to implement the grant and the City of Lewiston will contract with the City of Portland to deliver services under the grant. The grant will run for a three year period beginning in October 2013. The City's share of the grant will pay for a part-time contracted employment caseworker and a portion of the salary of the Social Services Director. The employment caseworker will work closely with Lewiston Adult Education to train and secure employment for our refugee population.

The grant will provide the City of Lewiston with a total of \$29,817 each year for each year of the 3-year grant.

The City Council previously authorized staff to work with the State and Portland in seeking this grant. This action will accept and appropriate the funds.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

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To approve the Resolve accepting and appropriating a Targeted Assistance Grant from the Office of Refugee Resettlement for the purpose of assisting refugees in finding employment.



**City of Lewiston Maine  
City Council Resolve  
October 1, 2013**



**Resolve,** Accepting and Appropriating a Targeted Assistance Grant from the Office of Refugee Resettlement for the Purpose of Assisting Refugees in Finding Employment

Whereas, the United States Government's Office of Refugee Resettlement provides grants designed to assist local communities in finding employment for refugees residing in that community; and

Whereas, the State of Maine, as lead applicant, has been awarded a grant and will contract with the City of Portland to implement the grant; and

Whereas, the City of Lewiston will contract with the City of Portland to deliver services under the grant; and

Whereas, the grant will run for a three year period beginning in October 2013; and

Whereas, the City's share of the grant will pay for a part-time contracted employment caseworker and a portion of the salary of the Social Services Director; and

Whereas, the employment caseworker will work closely with Lewiston Adult Education to train and secure employment for our refugee population; and

Whereas, refugee unemployment remains a serious concern in Lewiston; and

Whereas, The grant will provide the City of Lewiston with a total of \$29,817 for each year of the 3-year grant;

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

There is hereby accepted and appropriated a Targeted Assistance Grant from the Office of Refugee Resettlement for the Purpose of Assisting Refugees in Finding Employment. The City Administrator, Finance Director, and Social Services Director are hereby authorized to take the necessary steps to implement this grant and to ensure that its terms and conditions are met.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 1, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Presentation regarding the City's new voting machines.

**INFORMATION:**

The City Clerk will be making a presentation on Tuesday night regarding the City's new voting machines. Every town in Maine with a population of over 1,000 has received new voting machines purchased by the State with federal HAVA (Help American Vote Act) funds. The machines will be in use for the first time during the November 5 election. There are some similarities and some differences in these machines compared to the previous ones in use in Lewiston, so the City Clerk would like to demonstrate the new machines for the benefit of the City Council and the public. This is part of a voter education outreach effort the City Clerk's Office will be conducting in the month of October to educate the voters about the new machines to ensure a smooth transition regarding use on election day.

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

This is an informational presentation to the Council and no action is necessary.

*ERB/kmm*

**REQUESTED ACTION:**

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**(NO FORMAL ACTION IS REQUESTED AT THIS TIME)**

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 1, 2013**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 10**

**SUBJECT:**

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

**INFORMATION:**

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

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Acquisition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 1, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 11**

**SUBJECT:**

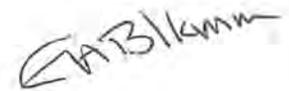
Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

**INFORMATION:**

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

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

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Disposition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.