

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

**6:00 p.m. Executive Session** - To discuss labor union negotiations regarding the city's six employee unions.

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

Pledge of Allegiance to the Flag.  
Moment of Silence.

Update from the Lewiston Youth Advisory Council

Acceptance of the minutes of the meetings of January 8, February 5 & 19, March 5 & 26, April 2 & 16, May 7 & 21, June 4, August 13, September 3 & 17, October 15, 2013, November 19 and December 3, 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 2.

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

- \* 1. Approval of the Election Warrant calling for a Special Municipal Election to be held on Tuesday, January 14, 2014 for a School Budget Validation Referendum and Recommendation from the City Clerk/Registrar of Voters on actions necessary to conduct said election.
- \* 2. Resolve accepting and approving the FY 2013 Homeland Security Grant award of \$149,454.55.
- \* 3. Amendment to the Traffic Schedule regarding regulations of parking times for a portion of Central Avenue.
- \* 4. Appointment to the Board of Assessment Review.
- \* 5. Authorization to accept transfer of forfeiture funds.

**REGULAR BUSINESS:**

- 6. Public Hearing and First Passage on amendments to the Traffic and Vehicle ordinance regarding parking restrictions.
- 7. Public Hearing and First Passage on an amendment to the Business Licensing ordinance to create a Tattoo Artist Appeals Board.
- 8. Public Hearing and Final Passage for re-zoning of the property at 5 Memorial Drive.
- 9. Order authorizing the City Administrator to implement alternative employee health insurance plans for non-unionized personnel.

10. Order authorizing the Transfer of \$415,000 from the General Fund's fund balance earmarked for the FY2014 Municipal Garage Vehicle Replacement to the 2012 Acquisition/Demolition Bond Issue in the amount of \$200,000, and the 2013 Acquisition/Demolition Bond Issue in the amount of \$215,000.
11. Order authorizing the Mayor to Execute Amendment Number Three to the Employment Agreement between the City of Lewiston and Edward A. Barrett.
12. Order authorizing the foreclosure and sale of real estate located at 11 Walker Avenue and land located at 68 Jones Avenue and 7 Bartlett Street.
13. Order authorizing the City Administrator to transfer a portion of the property at 237 Summer Street Rear (0.56 acres) to Riverside Cemetery as part of the agreement for the easement allowing the Riverside Greenway Bicycle/Pedestrian Facility.
14. Order authorizing the City Administrator to Execute a Collective Bargaining Agreement with the Police Supervisory Command Unit.
15. Resolve authorizing a 1.5% Salary Scale Adjustment for Non-Union Employees.
16. Reports and Updates.
17. Any other City Business Councilors or others may have relating to Lewiston City Government.

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6pm**

**SUBJECT:**

Executive Session to discuss labor union negotiations regarding the city's six employee unions.

**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.

*ENB/kmm*

**REQUESTED ACTION:**

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To enter into an Executive Session pursuant to MRSA Title 1, section 405 (6) (D) to discuss Labor Negotiations regarding the city's six employee unions - International Association of Firefighters, Local 785; Maine State Employees Association, Local 1989; Maine Association of Police; Lewiston Police Supervisory Command Unit; Lewiston Professional Technical Unit, Local 3855 and Lewiston Public Works Unit, Local 1458.

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Approval of the Election Warrant calling for a Special Municipal Election to be held on Tuesday, January 14, 2014 for a School Budget Validation Referendum and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct said election.

**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 a special city election on January 14, 2014 for the purpose of voting on some proposed adjustments to the School Budget.

Recommendations on election related issues:

- A. That the hours for acceptance of registrations in person only, prior to the January 14th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:00am to 4:30pm, December 24, 2013 through January 13, 2014.
- 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.
- C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the polling place at 7:00am, 6:00pm and any and all remaining shall be processed at 8:00pm, if necessary.
- D. To appoint the City Clerk as the City's Election Warden and the Deputy Registrar of Voters as the City's Ward Clerk, for the January 14 election.

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

The City Administrator recommends approval of the requested action.

*ERAB/kmm*

**REQUESTED ACTION:**

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Be It Ordered by the City Council that the Election Warrant be issued for the Special Municipal Election to be held on Tuesday, January 14, 2014 for the purpose of voting for the School Budget Validation Referendum, and to approve the following recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Special Municipal Election :

- A. That the hours for acceptance of registrations in person only, prior to the January 14th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:00am to 4:30pm, December 24, 2013 through January 13, 2014.
- 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.
- C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the polling place at 7:00am, 6:00pm and any and all remaining shall be processed at 8:00pm, if necessary.
- D. To appoint the City Clerk as the City's Election Warden and the Deputy Registrar of Voters as the City's Ward Clerk, for the January 14 election.

November 13, 2013

To: Lewiston School Committee and City Councilors  
c: Ed Barrett, City Administrator  
Heather Hunter, City Treasurer  
Kathy Montejo, City Clerk  
Elaine Runyon, Controller, Lewiston Public Schools  
Dan Stockford, Esq., School Attorney  
Lewiston Legislators

From: Bill Webster, Superintendent

Re: Recommendation to Seek Additional School Budget Vote

**Summary**

Lewiston Public Schools (LPS) has just closed its books on fiscal year 2013, which ended June 30, 2013. In total, revenues exceeded expenditures by \$ 691,628, but total expenditures exceeded the May 2012 voter-approved level by \$ 499,432. This budget variance was entirely due to LPS expenses, roughly \$1.5 million in unbudgeted MaineCare costs, due to a change in State law and practice instituted in the spring of 2012, retroactive to July 1, 2011. The legal consequences of this over expenditure include a report by our auditors, which will trigger a review by the Department of Education (DOE). There is no requirement for voter-approval.

Over the last 18 months we have worked to identify the scope of this liability and to petition for changes that would reduce the liability to LPS. Some of our mitigation efforts are still underway, but, absent desired changes, LPS will be assessed \$1.2-\$1.5 million annually in additional MaineCare costs. These charges are reduced from State subsidy, often six to nine months after the fact, and the \$1.2 million liability from fiscal 2012 was not resolved until June 2013.

Unfortunately, we now know that fiscal year 2014 will present a similar situation for LPS. Even after initiating a thorough review of cost saving measures, our latest projection has total expenditures exceeding the May 2013 voter-approval level by \$ 340,000 or so. Revenues will still exceed expenditures due to the increase in State General Purpose Aid (GPA) enacted by the Legislature in June, but we are not authorized to expend these funds.

After consultation with our attorney, the Lewiston School Committee informally concluded at its November 4<sup>th</sup> meeting that LPS seek voter-approval to expend the additional revenue, which will be sufficient to cover the MaineCare budget shortfall. A tentative timeline to pursue this option would be Lewiston School Committee approval on December 16<sup>th</sup>, City Council approval of December 17<sup>th</sup>, and a city-wide vote on Tuesday, January 14, 2014. A defeat of this initiative would likely result in program and/or position cutbacks for the remaining months of fiscal 2014.

The following sections present more detailed information on the MaineCare issue and how LPS arrived at the present situation.

### **MaineCare Changes**

MaineCare is the name of the State's Medicaid program for qualifying residents. Under Medicaid, the Federal Government reimburses the State varying percentage, presently 64%, of allowable medical claims. The State or local government is responsible for the remaining amount, known as Seed. Prior to 2012 special purpose private schools (SPPS) who serve roughly 100 LPS students, would charge the State the Federal portion of each medical claim, and recoup the Seed portion either through billing LPS or other arrangements such as higher tuition charges.

In recent years the Federal Government has become more aggressive at monitoring compliance with Medicaid regulations, and DHHS officials became concerned about the State's ability to demonstrate that the Seed portion was being appropriately paid. Unbeknown to school districts, DHHS and DOE concluded that the best approach would be to deduct Seed directly from school subsidy. During the spring of 2012 the Maine Legislature adopted a little-noticed provision at the time that gave DOE this authority.

Lewiston has more students in SPPS than any other district in Maine, and the bulk of our MaineCare expenditures relate to students attending one of the Margaret Murphy autism programs in Auburn or Lewiston. Their intensive programs require that each student have a one-on-one behavioral health professional (BHP) during each 6-hour school day. A BHP position is similar to our educational technician III with the additional requirement of an additional 27 hours of annual specialized training.

Prior to the change in Seed billing procedures, we generally did not pay Seed or only a reduced Seed amount to Margaret Murphy for MaineCare eligible students and paid \$36 for each BHP hour associated with non-MaineCare eligible students. (Non-MaineCare students represent a very small percentage of all student receiving services.) Once the billing changes were implemented, Margaret Murphy, as other SPPS, began billing DHHS directly for the Seed portion for MaineCare students using the maximum DHHS allowable rate of \$58/hour. This liability is now well in excess of \$1.0 million per year.

### **Issues with New MaineCare Procedures**

The new MaineCare procedures have significantly impacted Lewiston, other school districts and the State in the three major areas described below:

1. DOE provides documentation in support of the subsidy deductions for MaineCare payments. This data is provided months after the fact, contains many errors and comes with unrealistic time deadlines to identify the errors. We have yet to have received the

MaineCare adjustments for the 4<sup>th</sup> quarter of FY2013, for example, and have typically been given only two weeks to identify errors in the thousands of records we receive. This process has destroyed the relationship between the public school and the SPPS as too much time passes to make possible changes in medical services or conduct a needed Individual Education Plan (IEP) meeting triggered by inappropriate billing. This lessens our ability to move a student placed at a SPPS into the general school population and also turns on its head the almost universal internal control practice that organizations review their bills prior to making payment.

2. A behavioral health professional (BHP) is comparable to an educational technician in Maine schools who has also received 27 hours of training. The cost of such an individual is roughly \$25/hour. Under MaineCare, DHHS sets the maximum rate that can be charged as the lower of usually and customary at a rate of \$58.60/hour. This \$58 rate is based upon a medical, rather than educational model and should likely be around \$30. DHHS has not responded to a June letter from the Western Maine Superintendents' Association to review the BHP rate. Once the new MaineCare procedures were adopted in 2012, retroactive to 2011, at least one major SPPS raised its hourly BHP rate from \$36 to \$58.60 in likely violation of Federal Medicaid rules. The excessive BHP rate has likely resulted in over \$500,000 in excessive MaineCare charges to Lewiston and in millions of dollars in inappropriate charges for the whole State.
3. Prior to 2012, the relationship between Lewiston Public Schools and special purpose private schools (SPPS) provided the SPPS with ample funding to meet their obligations, provide services and grow. The change in the law and inappropriate high BHP rate setting by DHHS and DOE have resulted in a financial windfall for at least one SPPS and in taxpayers possibly paying millions of dollars in excessive payments for both MaineCare seed and the daily educational rate to the SPPS. The daily education rate (typically \$160 to \$240 per day) computed by DOE for each SPPS is cost-based using unaudited data provided by the SPPS. Prior to the new MaineCare procedures this rate appears to have been sufficient to not only cover regular education costs but also medical expenses not explicitly reimbursed by school districts. These rates are now excessive, typically four times higher than the comparable rate for public schools, and should be based on audited financial information. In addition, DOE has no provision to ensure that medical services costs are fully excluded from the computation of the rate for each SPPS. A strong case can be made that the daily education rates should be based on a formula like Essential Programs and Services (EPS), as is used for public schools.

LPS has taken a multi-faceted approach to reduce our ultimate liability and improve the MaineCare procedures including appeals to DOE, DHHS, the Board of Education, legislators and Margaret Murphy directly. In addition, we employed legal counsel to explore the possibility

of legal action since one SPPS seemingly violated Medicaid rules by raising the BHP rate from \$36/hour to \$58/hour. The results of our efforts are as follows:

1. After many months of no response to letters from both the Western Maine Superintendents Association and me along with three separate meetings I have had with DHHS and DOE, DHHS has agreed to review the BHP rate. I have been told to be patient and that the results of this review will likely not be available for a few months.
2. DOE has also not responded to letters, but Jim Rier, Acting Commissioner, has met with me on multiple occasions and tried to be helpful. He has agreed to eliminate the two-week deadline to identify errors related to State Agency Clients, which represent the majority of errors that we uncover.
3. DOE just announced revised daily educational rates using improved accounting procedures. The rate for Margaret Murphy has gone from \$240/day in FY2012 to \$218/day in FY2013 and \$172/day in FY2014. This is a very positive step for Lewiston, but there is no provision to that would allow Lewiston to recoup excess payments made over the past two years.
4. On the advice of legal counsel we have decided not to pursue legal action. While there is some evidence to suggest that Medicaid rules were not followed (for example, charging a lower rate for non-Medicaid students), the record is inconsistent to ensure a reasonable chance of success against a SPPS.

### **Moving Forward with a Budget Vote**

Last May there was recognition of the possibility that the Maine Legislature would pass additional school funding above the level in our proposed budget. Unlike many Maine School districts, the LPS FY2014 proposed budget already included the new teacher retirement costs allocated to schools for the first time. So, when additional funding was approved in June to cover the retirement costs, we were comfortable in our voter-approved budget. The additional revenue could contribute to the future level of unexpended funds, which would favorably impact the FY2015 tax rate. Other districts across the State initiated second budget validation referendum votes, some as late as November 5<sup>th</sup>, so that the additional revenue could be used to pay the teacher retirement costs.

In hindsight, we should have also initiated a second vote earlier in our fiscal year, but it was unclear until recently that our approved FY2014 budget, even after making a number of internal cutbacks and expansion of grant funding, is insufficient to cover the additional MaineCare seed costs. I have asked our attorney to proceed drafting the necessary documents and suggest the

vote take place on Tuesday, January 14, 2014. This would require School Committee approval on Monday, December 16<sup>th</sup>, and City Council approval on Tuesday, December 17<sup>th</sup>.

While still subject to review and change, the description on the vote might read as follows:

The citizens of Lewiston are being asked to vote again on the fiscal year 2013-2014 School Budget on Tuesday, January 14, 2014. The reason for this vote is explained below and **will not require any change in the tax rate or additional monies from Lewiston taxpayers.**

Last spring, on May, 13<sup>th</sup>, the FY14 Lewiston School Budget was approved by voters. Later in June the State of Maine's biennial budget was approved. While the State provided additional funding to schools, Lewiston is not authorized to spend these funds. In addition, the State has assessed Lewiston over \$1 million in unbudgeted MaineCare costs, which must be covered within the school budget. Approval of the revised budget will allow Lewiston to meet its MaineCare obligations while continuing existing levels of programs and staffing.

In the event this vote does not pass, program or staffing cuts would have to be made from the current budget. As would be expected, this would be devastating to our school system and our students' education.

Absentee ballots and early voting are also available. Please call 513-3124 with questions about voting. Please call the Superintendent's Office at 795-4100, if you have questions about the revised budget.

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Resolve Accepting and appropriating the FY2103 Homeland Security Grant award of \$149,454.55.

**INFORMATION:**

The City has been awarded 2013 Homeland Security Grant funding through the Maine Emergency Management Agency. The Council is asked to vote to accept the grant funds. The memo from the Fire Chief outlines the intended city projects for the funds.

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

The City Administrator recommends approval of the requested action.

*EAB/1/1/11*

**REQUESTED ACTION:**

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To approve the Resolve accepting and appropriating the FY2013 Homeland Security Grant award of \$149,454.55.



# City of Lewiston Maine

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December 17, 2013

**RESOLVE,** Accepting and appropriating the FY2013 Homeland Security Grant award of \$149,454.55.

Whereas, the Fire Chief has prepared and presented the FY2013 Lewiston Homeland Security Grant Program to the City Council and the City Administrator; and

Whereas, the Fire Chief will submit grant applications in line with the FY2013 Homeland Security Program to the Maine Emergency Management Agency

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

The FY2013 Homeland Security Grant Award is hereby accepted and appropriated.

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce H. McKay  
Assistant Chief



November 20, 2013

To: Administrator Barrett

From: Chief LeClair

## Re: 2013 Homeland Security Grant Award

The City of Lewiston has been awarded 2013 Homeland Security Grant Program funding through the Maine Emergency Management Agency. Lewiston is one of six Metro Cities in the State of Maine to receive Homeland Security Grant funding to improve preparedness and response capabilities for Homeland security related events. Grant funds were awarded from the following programs.

- \$110,834.85 from the State Homeland Security Program (SHSP)
- \$38,619.70 from the Law Enforcement Terrorism Prevention Program (LETPP)
- **Total Grant award: \$149,454.55**

Once the City Council approves the appropriation of the grant award, I will submit grant applications for the following items in line with Homeland Security Grant criteria:

- |   |             |
|---|-------------|
| • Fire Department Self Contained Breathing Apparatus      | \$10,000.00 |
| • Fire Apparatus Mobile and Portable Radios               | \$38,000.00 |
| • Fire Department Hazardous Materials Operations Training | \$4,400.00  |
| • 911 Communications Center Portable Radios               | \$4,500.00  |
| <i>Matching funding with the City of Auburn</i>           |             |
| • Cobra Team Equipment                                    | \$18,800.00 |
| <i>Matching funding with the City of Auburn</i>           |             |
| • Police Department Mobile Radios                         | \$43,500.00 |
| • Surveillance Network Maintenance                        | \$5,000.00  |
| • Lewiston School Department Security Project             | \$20,000.00 |
| • Lewiston Emergency Response Plan                        | \$5,000.00  |

**Background:** Since 2004 the City of Lewiston has been awarded Homeland Security Grant Funding for equipment, training and practical skill exercises. Grant applications are submitted to the Maine Emergency Management Agency for review and approval. Applications are drafted based on the strict guidelines published by the US Department of Homeland Security.

Prior projects that have been funded by Homeland Security Grants include:

- Lewiston Public Safety Agency radios, repeaters and towers
- IMC Records Management Software and computer hardware
- Surveillance and Access equipment for City and School facilities
- Lewiston High School Generator (Shelter)
- Haz-Mat Team equipment and training
- Public Safety exercises
- Lewiston City Hall Generator and UPS Backup
- Air Packs for Fire and Cobra Team
- 911 Communications Center Equipment and Software
- Public Works Training Center

[http://www.maine.gov/mema/homeland/home\\_grants\\_current.shtml](http://www.maine.gov/mema/homeland/home_grants_current.shtml)

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

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Amendment to the Traffic Schedule regarding regulations of parking times for a portion of Central Avenue.

**INFORMATION:**

This amendment to the Traffic Schedule was prepared by the Police Department to help accommodate parking arrangements in the Bates College area.

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

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

The City Administrator recommends approval of the requested action.

*EnB/kmk*

**REQUESTED ACTION:**

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To adopt the proposed amendments to the Traffic Schedule regarding the regulations of parking times for a portion of Central Avenue, as proposed by the Lewiston Police Department.



# POLICE DEPARTMENT

Sgt. David K. Chick  
Inspector of Police



**DATE:** October 24, 2013

**TO:** Traffic Schedule Review

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

**Subject:** Central Avenue (Campus Ave – Russell St block dissecting Bates College)

Traffic Schedule Amendment – Chapter 70 Section 156  
 Parking Prohibited – All Times – Fire Lanes (*Section 9*)

Traffic Schedule Amendment – Chapter 70 Section 154  
 Parking Prohibited – Even Numbered Sides – Winter (*Section 16*)

Traffic Schedule Amendment – Chapter 70 Section 150  
 Parking Restricted – Hazardous or Congested Places (*Section 44*)

Traffic Schedule Amendment – Chapter 70 Section 140  
 Parking Prohibited - Overnight – 11:00 P.M. to 6:00 A.M. (*Section 47*)

*There have been a number of changes and improvements made to the shoulder, essentially widening the usable roadbed to accommodate vehicle parking in this area Central Ave. This area represents a significant public access to facilities and functions occurring on Bates College campus (athletic fields, indoor arena, culinary, etc.). The current regulatory signs on this stretch of roadway are either unsupported, or do not match with existing language in the Traffic Schedule...*

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

**Section 9 – Parking Prohibited**  
**All Times – Fire Lanes**

**CENTRAL AVENUE**      ~~Even numbered side, west side, beginning at a point 700’ from the northwesterly corner of Central Ave & Campus Ave, and extending northeasterly on Central Ave a distance of 100’~~  
ADDED by City Council 9/18/2001, Vote #3

~~Odd numbered side, east side, beginning at a point 690’ from the northeasterly corner of Central Ave & Campus Ave, and extending northeasterly on Central Ave a distance of 100’~~  
ADDED by City Council 9/18/2001, Vote #3



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# POLICE DEPARTMENT

Sgt. David K. Chick  
Inspector of Police



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

*(The above deletions do not match with current measurements obtained in-the-field. These will now be documented with the updated measurements being incorporated under Section 44: Hazardous or Congested Places, pertaining to the raised table crosswalk in front of New Commons.)*

~~Odd numbered side east side beginning at the northeast corner of Central Ave & Campus Ave, and extending northerly on Central Ave a distance of 375'~~

Odd numbered side beginning at the southeast corner of Central Ave & Campus Ave and extending northeasterly on Central Ave a distance of 50'

*(The compass directional bearings were corrected and 325' was released to be incorporated into Section 47: Parking Prohibited Overnight; permitting daytime parking use.)*

~~Even numbered side west side beginning at the northwest corner of Central Ave & Campus Ave and extending northerly on Central Ave a distance of 200'~~

Even numbered side beginning at the northeast corner of Central Ave & Campus Ave and extending northeasterly on Central Ave a distance of 200'

~~Even numbered side, west side, beginning at a point 216' from the southwesterly corner of Central Ave & Russell St and extending southerly on Central Ave a distance of 80'  
ADDED by City Council 11/14/2000, Vote #14~~

Even numbered side beginning at the northwest corner of Central Ave & Russell St and extending southwesterly on Central Ave a distance of 50'

Odd numbered side beginning at the southwest corner of Central Ave & Russell St and extending southwesterly on Central Ave a distance of 65'

+



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# POLICE DEPARTMENT

Sgt. David K. Chick  
Inspector of Police



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

## Section 16 – Parking Prohibited Even Numbered - Winter

CENTRAL AVENUE      Even numbered side beginning at a point approximately 200’ from the northeast corner of Central Ave & Campus Ave and extending northeasterly on Central Ave a distance of 88’ (4 spaces)

Even numbered side beginning at a point approximately 365’ from the northeast corner of Central Ave & Campus Ave and extending northeasterly on Central Ave a distance of 106’ (5 spaces)

*(These spaces would fall under the provisions of Parking Prohibited Overnight; permitting daytime parking use during the months of April – November.)*

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

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

CENTRAL AVENUE      Even numbered side beginning at a point approximately 288’ from the northeast corner of Central Ave & Campus Ave and extending northeasterly on Central Ave a distance of 77’ (exit for Clifton Daggett Gray Athletic Building loop)

Even numbered side beginning at a point approximately 471’ from the northeast corner of Central Ave & Campus Ave and extending northeasterly on Central Ave a distance of 430’ (entrance/exit and raised table crosswalk area in front of the New Commons building)

Even numbered side beginning at a point approximately 50’ from the northwest corner of Central Ave & Russell St and extending southwesterly on Central Ave a distance of 240’ (corner extending through crosswalk)



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**POLICE DEPARTMENT**

Sgt. David K. Chick  
Inspector of Police



Odd numbered side beginning at a point approximately 690' from the southeast corner of Central Ave & Campus Ave and extending northeasterly on Central Ave a distance of 120' (raised table crosswalk area in front of the New Commons building)

Odd numbered side beginning at a point approximately 247' from the southwest corner of Central Ave & Russell St and extending southwesterly on Central Ave a distance of 67' (crosswalk)

*(A proposed amendment to City Ordinance 70-150, pertaining only to distance limitations, is attached accompanying with this Traffic Schedule amendment. Other listings currently contained within the Traffic Schedule do not conform with that distance limitation being in effect.)*

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

**Section 47 – Parking Prohibited  
Overnight  
11:00 PM to 6:00 AM**

**CENTRAL AVENUE**      **Both sides of the street beginning at Campus Ave and extending to Russell St.**

*(A year-round prohibition of overnight parking is engaged in an effort to manage student "occupation" of these spaces; keeping them more openly available for general access of use. This will permit daytime parking use year-round with the exception of city-wide parking bans or specific street maintenance temporary postings.)*

If these amendments are approved, this would require Public Works department to install sign(s) and marking(s) for instructing motorists pertaining to the intended designations. *(Note: Sign posts currently exist for most of these measured locations; proper signs are needed to articulate the designations.)*

**David Chick  
Inspector of Police**



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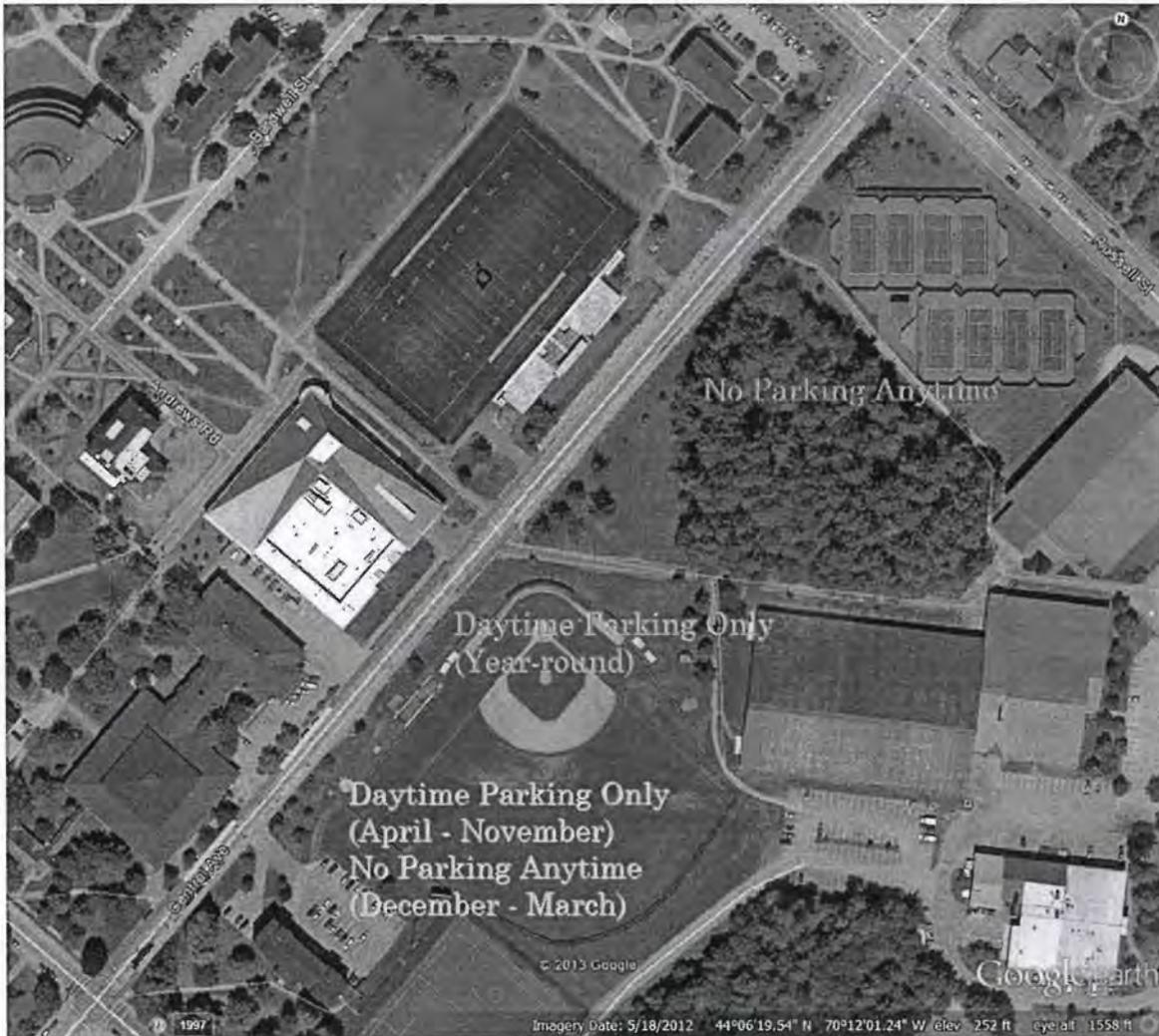


## **POLICE DEPARTMENT**

Sgt. David K. Chick  
Inspector of Police



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



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

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Appointments to the Board of Assessment Review.

**INFORMATION:**

The City Administrator is nominating Donald Brann, Jr. and Nelson Peters III to serve as members of the Board of Assessment Review. This will be a re-appointment for both gentlemen to these positions. The positions are both a three year term and will expire December 2016. The City Council makes the formal appointment, after receiving a nomination from the Administrator. The City Administrator is recommending Mr. Brann and Mr. Peters for these appointments and the City Assessor concurs.

**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 accept the City Administrator's nomination of Donald Brann, Jr of 15 Scribner Boulevard and Nelson Peters III of 79 Fair Street, and to appoint Mr. Brann and Mr. Peters as members of the Board of Assessment Review, each for a three year term, said terms to expire December 17, 2016.

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Authorization to accept transfer of forfeiture funds.

**INFORMATION:**

The Lewiston Police Department is requesting that the City Council authorize the acceptance of funds, in the amounts outlined below, as reimbursement for costs associated with assisting in a criminal investigation. The funds are available to the Lewiston Police Department due to its substantial contribution to the investigation of this or a related criminal case.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$1,260.00, or any portion thereof, in the case of the State of Maine vs. Steeve Joseph, CR-12-408 Court Records, being funds forfeited pursuant to court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account .

STATE OF MAINE  
Androscoggin, ss

SUPERIOR COURT  
Criminal Action  
Docket No. CR-12-408

State of Maine	}	
	}	Municipality of Lewiston
v.	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Steeve Joseph	}	
Defendant;	}	
	}	
And	}	
	}	
\$1,260.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Lewiston, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, or any portion thereof, on the grounds that the Lewiston Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Lewiston, Maine does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Lewiston municipal legislative body on or about

Dated: \_\_\_\_\_

\_\_\_\_\_  
Municipal Officer  
Lewiston, Maine  
(Impress municipal legislative body seal here)

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Public Hearing and First Passage on amendments to the Traffic and Vehicles Ordinance regarding parking restrictions.

**INFORMATION:**

The Police Department has proposed a few Traffic Schedule amendments recently - one regarding parking issues around No Name Pond beach area and another regarding parking turnover in the Bates College area. These Code amendments compliment and supplement these Traffic Schedule changes.

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

The City Administrator recommends approval of the requested action.

*ETAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That the proposed amendment to the City Code of Ordinances, Chapter 70 "Traffic and Vehicles", Section 70-131 "Regulations not exclusive" and Section 70-150 "Authority to designate hazardous or congested places; parking restricted", receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regularly scheduled City Council meeting.

**AN ORDINANCE PERTAINING TO STOPPING, STANDING AND PARKING  
THE CITY OF LEWISTON HEREBY ORDAINS:**

Chapter 70 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

**CHAPTER 70**

**TRAFFIC AND VEHICLES**

**ARTICLE IV. STOPPING AND STANDING**

**DIVISION 1. GENERALLY**

**Sec. 70-131. Regulations not exclusive.**

The provisions of this article imposing a time limit on parking or governing loading and unloading shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles or governing loading and unloading in specified places or at specified times.

Notwithstanding the imposition of a fine, at the discretion of the officer, the police may require the operator to immediately move the vehicle from a location in violation to a location where parking is permitted; or cause any vehicle parked in violation of these prohibitions to be removed and stored at the owner's expense, if it presents a danger to those using the public way, or would unduly interfere with the free movement of traffic.

**Sec. 70-150. Authority to designate hazardous or congested places; parking restricted.**

- (a) The police chief with the approval of the council is hereby authorized to determine and designate by proper signs places ~~not exceeding 100 feet in length~~ in which the stopping, standing or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.
- (b) When official signs are erected at hazardous or congested places as authorized in this section, no person shall stop, stand or park a vehicle in any such designated place.

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

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Public Hearing and First Passage on an amendment to the Business Licensing ordinance to create a Tattoo Artist Appeals Board.

**INFORMATION:**

In 2000, the City created a Taxi Appeals Board to hear the appeals from drivers whose application to operate a taxi in the City was denied most likely due to prior criminal convictions. Prior to the establishment of the Appeals Board, the appeals hearings were conducted by the City Council during a public meeting that was televised. During an appeal of a taxi driver's license, background information regarding the applicant is discussed to allow the Council to make an informed decision. The nature of the background information tends to be of a personal nature regarding driving history, any potential criminal history, and so forth.

The City Council recently conducted an appeal of a denial of a Tattoo Artist permit and similar personal and background information is shared about the applicant to allow the Council make an informed decision. Given the personal nature of the information, many times including prior criminal history, city staff is recommending that all future appeals for a Tattoo Artist permit be heard by a separate appeals board. The Appeals Board will be modeled after the Taxi Board and shall be made up of three members - the Deputy City Administrator and two city councilors.

**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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That the proposed amendment to the City Code of Ordinances, Chapter 22 "Businesses", Article XI, "Tattooing", Section 22-364 "Right to Appeal", receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regularly scheduled City Council meeting.

**AN ORDINANCE PERTAINING TO TATTOOING**

**THE CITY OF LEWISTON HEREBY ORDAINS:**

Chapter 22 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

**CHAPTER 22**

**BUSINESSES**

**ARTICLE XI. TATTOOING**

**DIVISION 2. LICENSE**

**Sec. 22-364. Right to appeal from suspension or denial; procedure.**

Any licensee under this article aggrieved by an order of suspension or denial shall have the right to appeal, provided such licensee shall file in writing with the city clerk a request for a hearing. A hearing shall be held within 15 days from the date of request and shall be conducted by an appeals committee comprised of the deputy city administrator and two city councilors, and notice of such hearing shall be posted in the city clerk's office at least 48 hours prior to the date of the meeting. The appeals committee shall have the power to temporarily suspend, revoke or deny a tattooing license when operation by the applicant or license holder presents a danger to the health, safety or general welfare of the public. After such hearing, the appeals committee may affirm, modify or vacate the order of suspension or denial appealed from.

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

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

**SUBJECT:**

Public Hearing and Final Passage for re-zoning of the property at 5 Memorial Drive.

**INFORMATION:**

Administrators at John F. Murphy Homes have submitted a petition to the City to rezone the property at 5 Memorial Drive from the Medium Density Residential (MDR) District to the Highway Business (HB) District to allow places of indoor assembly, amusement or culture and academic uses as permitted in support of their interest in developing the property.

The Planning Board held a public hearing on this proposal at their October 28, 2013 meeting and voted 5-1-1 to recommend passage of this item.

Please see attached material from City Planner David Hediger.

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

The City Administrator recommends approval of the requested item.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That the proposed amendment to re-zone the property at 5 Memorial Drive from the Medium Density Residential (MDR) District to the Highway Business (HB) District, receive final passage by a roll call vote.



## CITY OF LEWISTON

### Department of Planning & Code Enforcement



**TO: Mayor and City Council**  
**FROM: David Hediger, City Planner**  
**DATE: November 22, 2013**  
**RE: Petition to rezone 5 Memorial Drive**

Stoneybrook Consultants, Inc. on behalf of John F. Murphy Homes (JMH) has submitted a petition pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code of the City of Lewiston to rezone the property at 5 Memorial Drive from the Medium Density Residential (MDR) district to the Highway Business (HB) district to allow places of indoor assembly, amusement or culture and academic uses as a permitted use in support of JMH's interest in developing the property.

On October 28, 2013, the Planning Board voted 5-1-1 pursuant to Article VII, Section 4 and Article XVII, Section 5 of the aforementioned code to send a favorable recommendation for the City Council's consideration to rezone the property at 5 Memorial Drive from the Medium Density Residential (MDR) district to the Highway Business (HB) district.

This approximately 23 acre property is located at the end of Memorial Drive. The lot is split zoned with approximately 2.10 acres located in the HB district. The remaining portion is zoned MDR and Resource Conservation (RC). The petitioner's request is to rezone that remaining MDR portion to HB. The RC would remain unchanged. About half of the property currently abuts the HB district running parallel to Main Street. The other half abuts an existing MDR district, the Androscoggin River, and Stetson Brook. The MDR zoned land abutting 5 Memorial Drive consists of one-single family dwelling at 86 Northwoods Road and the Androscoggin Land Trust's Rancourt Preserve.

The rezoning is for the purpose of JMH purchasing the property and developing the site with an indoor recreation facility with pools, gym and meeting rooms. The facility would be available to the public. JMH may also develop facilities to accommodate many school programs currently offered by JMH at other locations. The MDR district does not allow places of indoor assembly, amusement or culture. It allows academic institutions as a conditional use. Rezoning the land to HB will allow both uses as a permitted use. Rezoning the property will eliminate an existing split zoned property and expand upon an abutting HB district in support of providing adequate land area for JMH to develop the multiple uses and services they are interested in providing.

The petitioner has made reference to the comprehensive plan in support of the request. They have also expressed interest in working with the City and the Land Trust in expanding the existing trail network and recreational opportunities along the river should the rezoning pass and upon seeking future development review of the site.



City of Lewiston  
Planning & Code Enforcement  
Gil Arsenault, Director



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## MEMORANDUM

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**To:** City Clerk's Office  
City Council Members

**From:** David Hediger

**Date:** November 1, 2013

**Subject:** Planning Board Action

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The Planning Board took the following action at their public meeting held on October 28, 2013 regarding a petition submitted by Stoneybrook Consultants, Inc. on behalf of John F. Murphy Homes to rezone the property at 5 Memorial Drive from the Medium Density Residential (MDR) district to the Highway Business (HB) district:

**MOTION:** by **Walter Hill** 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 rezone the property at 5 Memorial Drive from the Medium Density Residential (MDR) district to the Highway Business (HB) district. Second by **Matthew Mastrogiacono**.

**VOTED:** **5-1-1 (Passed)**  
**Michael Marcotte Opposed**  
**Kevin Morissette Abstained**

c: Ed Barrett, City Administrator  
Planning Board Members



# Stoneybrook Consultants, Inc.

456 Buckfield Road  
Turner, Maine 04282  
(207) 514-7491 voice  
(207) 514-7492 fax

October 9, 2013

David Hediger, City Planner  
Department of Planning & Code Enforcement  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240-7201

Re: John F. Murphy Homes  
5 Memorial Avenue - Rezoning Request

Dear David:

On behalf of John F. Murphy Homes (JMH), I am pleased to provide the attached petitions requesting that the property located at 5 Memorial Avenue be rezoned from Medium Density Residential (MDR) to Highway Business (HB). JMH has a purchase/sales agreement to buy this property and hopes to develop the site with an indoor recreational use that is not allowed in the MDR district as we have discussed.

I hope you find this information acceptable for processing. Please let me know if you have any questions.

Respectfully Yours,

STONEBROOK CONSULTANTS, INC.

Michael F. Gotto

cc: Peter Kowalski

**AN ORDINANCE PERTAINING TO THE ZONING AND LAND USE CODE**

**THE CITY OF LEWISTON HEREBY ORDAINS:**

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

**APPENDIX A**

**ZONING AND LAND USE CODE**

**ARTICLE IV. ESTABLISHMENT OF DISTRICTS**

**Section 1. Zoning Map.**

The "Official Zoning Map, City of Lewiston," adopted pursuant to this section, is hereby amended by rezoning a portion of property located at 5 Memorial Avenue, more fully shown on Exhibit "A" attached hereto, from Medium Density Residential (MDR) to Highway Business (HB).

**REASONS FOR THE PROPOSED AMENDMENT**

The petitioner, John F. Murphy Homes (JMH), plans to purchase the properties located at 3 & 5 Memorial Avenue to create a campus for its facilities. All of 3 Memorial Avenue and a portion of 5 Memorial Avenue is currently zoned HB. Key to the purchase and development of this site for JMH is their ability to construct an indoor recreational facility, open for public use, with heated pool(s), gym and public meeting rooms. With a total of about 23 acres, this property would support such a facility and an expansion of the many school programs offered by JMH if both lots are located entirely within the HB district. There is not enough room on the property to support the recreational facilities alone with the current district boundaries. This proposal would also place all of the property located at 5 Memorial Avenue in the same district, instead of the current mapping which divides the parcel.

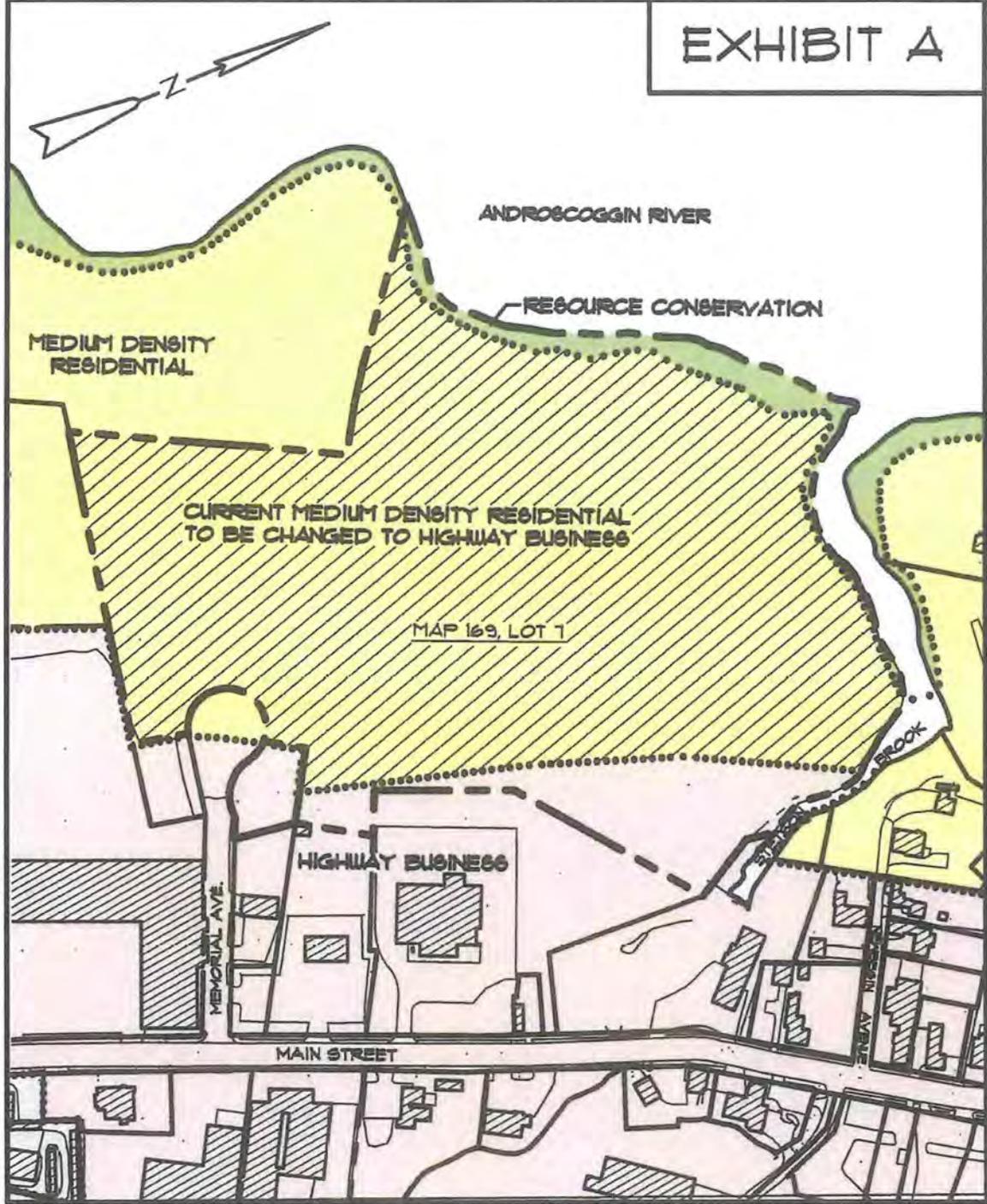
**CONFORMANCE WITH THE COMPREHENSIVE PLAN**

The proposal is in conformance with the Comprehensive Plan, because it:

1. Promotes 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). All utility services available on Memorial Avenue and will not need to be extended to serve this site. The property is located on Memorial Avenue about 500' from the major Main Street travel corridor and the intersection of these two streets has been found to be suitable for the proposed development of this site. Memorial Drive provides access to the rear of the Marden's shopping plaza and this site is adjacent to the Marden's Plaza and other commercial developments at Moody's Collision Center and Reggie's Car Mart.

2. Utilizes those land use polices that were established in the 1988 Comprehensive Land Use Plan that remain valid to establish/revise zoning districts, and enact, revise, administer and enforce other ordinances and programs . . . (Land Use, Strategies, B, page 123).

# EXHIBIT A



## ZONING MAP AMENDMENT GRAPHIC

5 MEMORIAL AVENUE PROPERTY  
APPLICANT: JOHN F. MURPHY HOMES  
SCALE: NOT TO SCALE  
DATE OF GRAPHIC: AUGUST 30, 2013  
SOURCE: CITY OF LEWISTON GIS  
PUBLICATION DATE: 2006 (WITH UPDATES)

Stoneybrook  
Consultants, Inc.

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is made at Lewiston, Maine, this 9<sup>th</sup> day of ~~July~~<sup>Sept</sup>, 2013,

**BETWEEN**

**Atlantic Refinance, LLC**, A Delaware Limited liability Company with a place of business in Portland, Maine, hereinafter referred to as Seller,

**AND**

**John F. Murphy Homes, Inc**, a Maine corporation with a place of business in Auburn, Maine, hereinafter referred to as Buyer.

**RECITALS**

A. Seller is the owner of the land situated off of Memorial Avenue and Main Street, in Lewiston, Maine, shown on Map 169 of the Assessor of the City of Lewiston as Lot 7& 8 and which is more particularly described in the deeds from ATL Holdings, LLC to Seller dated December 31, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 7088, Page 253 and Book 7088, Page 221 (hereinafter referred to as the "Real Estate").

B. Seller is desirous of selling same.

C. Buyer is desirous of purchasing same.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and undertakings hereinafter expressed, the parties agree as follows:

**SECTION 1: Purchase and Sale.** Seller agrees to sell and Buyer agrees to purchase the Real Estate in accordance with the terms of this Agreement.

**SECTION 2: Purchase Price.** The purchase price for the acquisition of the Real Estate shall be ~~\_\_\_\_\_~~ Dollars (\$~~\_\_\_\_\_~~).

**SECTION 3: Payment.** The purchase price shall be paid in the following manner:

3.1 There shall be an initial down payment of ten Dollars (\$10.00), the receipt of which is hereby acknowledged.

3.2 The balance of the purchase price, [REDACTED] (\$ [REDACTED]) shall be paid at the Closing.

**SECTION 4: Closing.** The Closing shall take place at Buyer's election but not later than five o'clock (5:00) p.m., prevailing time, thirty (30) days after the expiration of the Inspection Period provided in Section 12 unless otherwise extended as provided below at the offices of Isaacson & Raymond, P.A., 75 Park Street, Lewiston, Maine, or such other place as the parties may mutually select.

**SECTION 5: Conveyance and Payment.**

5.1 Conveyance shall be made by Quitclaim Deed with Covenant conveying good marketable title to said Real Estate, in accordance with the standards adopted by the Maine Bar Association, free and clear of encumbrances, except for conventional utility easements and such restrictions as would not make the title unmarketable. The title shall also be insurable by any reputable title insurance company licensed to do business in the State of Maine. Seller will execute such affidavits as may appropriately be required by the applicable title insurance company to cause the deletion of the standard mechanics lien exception from the to-be-issued title insurance policy.

5.2 Buyer will make all payments by certified, cashier's or attorney trust account check.

**SECTION 6: Taxes.** Real estate taxes assessed by the city of Lewiston, Maine, shall be prorated at the Closing.

**SECTION 7: Buyer's Contingencies.** Buyer may terminate Buyer's obligation to purchase hereunder and will be entitled to a refund of the initial down payment if any of the following contingencies occur:

**7.1 Violations.** There are existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises.

**7.2 Environmental.** There are hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations. Environmental examination and testing of the site revealing hazardous materials, toxic materials, contamination or other substances or materials on the property which would require further testing, mediation and/or monitoring, the result of which would or could negatively affect Buyer's development plans for the property.

**7.3 Pending Claims.** There are claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof.

**7.4 Marden Realty Option to Purchase.** The Seller must provide Marden Realty by registered mail its notice to sell the former Memorial Park subdivision property in accordance with the option language set forth in the deed recorded in Book 995 and Page 105.

- 7.5 **Sewer and Drain Pipe Easements.** Verification by Buyer's consultants that the various sewer and drain pipe easements of record do not negatively impact the proposed use of the property as reasonably determined by Buyer.
- 7.6 **Gulf Island Spur.** Verification of the location of that strip of land sometimes referred to as the "Spur" or the "Gulf Island Spur", including but not limited to any rights over this strip which may have been reserved by CMP, and a determination by Buyer that its location or any of these reserved rights will not have an adverse impact on its development plans.
- 7.7 **Memorial Drive Completion.** Confirmation that the City will complete, at its cost, the improvements to Memorial Drive (including the turnaround that the current depiction of the road reflects but which was never built).
- 7.8 **Union Water Power Rights.** Verification reasonably satisfactory to Buyer that no adverse impact on the property or its intended use exists based upon a reference, found on an unrecorded Aliberti, LaRochelle and Hodson plan of the area, to certain rights deriving from the Franklin Company to Union Water Power and thereafter to Lewiston Crushed Stone.
- 7.9 **Morrell Right of Way.** Confirmation that no adverse impact to the property or Murphy Homes' intended use results from (a) the location of a reserved right-of-way in favor of Abbie F. Morrell per her deed in Book 349, Page 485 and (b) the reservation to widen a certain road in favor of Lura Greenleaf per her deed in Book 843, Page 71.
- 7.10 **Pompilly Rights.** Verification that there is no adverse impact on the property or its potential use based upon a recital of certain rights held by Isaiah and Samuel Pompilly per deeds recorded in Book 171, Page 253 and Book 621, Page 328.
- 7.11 **Undischarged Liens.** That any recorded mortgage, lien, writ or other financial encumbrance filed against the property or Seller, arising between the date of the P&S and the closing, which cannot be fully satisfied and discharged by payment at closing from the purchase price, will permit Murphy Homes to terminate the agreement and receive immediate refund of any earnest money deposit.
- 7.12 **Zoning Changes.** Murphy Homes obtaining zoning changes from the City of Lewiston, which shall be final and unappealable, that it deems reasonably necessary for its intended business purposes.
- 7.13 **Wetlands.** That any wetlands on the site do not adversely impact Murphy Homes' intended use of the property or may result in potential costs which would render any project prohibitive as determined solely by Murphy Homes.

**SECTION 8: Succession.** This Agreement and the provisions herein shall be binding on the respective heirs, personal representatives, successors and assigns of Seller and Buyer.

**SECTION 9: Miscellaneous.**

**9.1 Transfer Tax.** State of Maine Transfer Taxes shall be paid one-half by Seller and one-half by Buyer in accordance with Maine Revised Statutes.

**9.2 Entry.** Buyer shall have the right to enter upon the Real Estate at reasonable times upon reasonable advance notice to Seller for the purpose of making studies for Buyer's proposed use.

**9.3 Possession.** At the time of Closing, Seller will deliver over exclusive possession of the Real Estate to Buyer, in the same condition as it now is, reasonable wear and tear excepted.

**9.4 Brokers.** Each party represents to the other that no real estate broker has been retained by the parties. Each party will defend and hold the other harmless from claims arising contrary to the party's said representations.

**9.5 Time.** Time is of the essence in all matters relating to this Agreement.

**9.7 Disclaimer.** The Premises are sold AS IS and WHERE IS. No warranties, guaranties or representations of any kind are made by Seller or Seller's agent, and all warranties are disclaimed with respect to the acreage, location and/or boundaries of the Premises or improvements thereon, title to the Premises, access to the Premises, environmental compliance, or its compliance with any applicable zoning or land use regulations, law, or ordinances.

**9.8 Title Exceptions.** Buyer shall examine the title to the Real Estate and report in writing any valid objections (hereafter "exceptions") thereto based on the Standards

adopted by the Maine State Bar Association. Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing at or prior to closing. If Buyer objects to any exceptions to the title, Seller shall may decide to attempt to remove such exceptions at Seller's own expense within ninety (90) days thereafter. But if, notwithstanding Seller's efforts, such exceptions cannot be removed within the said ninety (90) day time period, or such additional period as Buyer, in Buyer's sole discretion, may allow, Buyer may elect to terminate this Agreement. Buyer shall notify Seller of such election, in which case the down payment shall be returned to Buyer and the obligations of all parties under this Agreement shall thereupon terminate. Alternatively, Buyer may elect to purchase the Real Estate under the provisions of this Agreement subject to any such title exceptions which cannot be removed. If any such exception is a lien securing indebtedness of a definitely ascertainable amount, Buyer shall have the right to deduct the amount of such indebtedness from the purchase price payable at Closing.

**9.9 Entire Agreement.** This Agreement contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

**9.10 Governing Law.** This Agreement and the transaction contemplated by it shall be governed by the laws of the State of Maine.

**9.11 Notices.** Any notices required by or useful under the terms of this Agreement shall be given, in the case of Seller, to:

James Hanley  
50 Portland Pier, Ste. 400  
Portland, ME 04101

With a copy to :  
Daniel A. D'Auteuil, Jr.  
Isaacson & Raymond, P.A.  
P O Box 891  
Lewiston, Me 04243-0891

and, in the case of Buyer, to:

Peter Kowalski  
John F. Murphy Homes, Inc.  
800 Center Street  
Auburn, ME 04210

With a copy to:

Kim Visbaras  
Visbaras Law, LLC  
195 Center Street  
Auburn, ME 04210

or such other persons and addresses as the appropriate party may hereafter designate. All such notices shall be sent certified mail, prepaid, deliver to addressee only.

**9.12 Amendment.** This Agreement may not be amended, modified or revoked except by a writing signed by the party against whom enforcement of the amendment, modification or revocation is sought.

**9.13 Real Estate Withholding Tax.** Seller shall provide Buyer at closing the following:

a. A resolution that the Seller by vote of its members has duly authorized the sale of the Real Estate.

b. An incumbency certificate from the Registered Agent identifying all of the members of the LLC, and listing a member or manager authorized to execute the documents.

C. An executed Form REW3

**SECTION 10: Underground Fuel Storage Tank.** Pursuant to the requirements of

Maine Law, the undersigned Seller discloses to Buyer that there *(check one)*:

are no underground oil (or other fuel) storage facilities located on said Real Estate to the best of my/our knowledge.

is one or more underground oil (or other fuel) storage facility(ies) located on said property, that the registration number(s) of the facility(ies) is/are as follows: \_\_\_\_\_

\_\_\_\_\_, that the facility(ies) *(check one)*:

- has  
 has not

been abandoned in place pursuant to 38 ME. REV. STAT. ANN. §566-A, and that the facility(ies) are subject to regulation, including registration requirements, by the State of Maine Department of Environmental Protection.

**SECTION 11: Expenses.** The parties hereto shall pay their own expenses, including, without limitation, fees and expenses of their agents, representatives, counsel, accountants, and other experts incidental to the preparation of this Agreement and the consummation of the transactions provided herein.

**SECTION 12: Right to Inspect, Survey and Test.** The Buyer is encouraged to seek information from professionals regarding any specific issue or concern. All inspections will be done by inspectors chosen and paid for by the Buyer. If the result of any inspection or other condition specified herein is reasonably unsatisfactory to the Buyer, Buyer may declare the contract null and void by notifying the Seller in writing within 90 days of the date of this agreement ("Inspection Period"), and any earnest money shall be returned to the Buyer. If the Buyer does not notify the Seller that an inspection is unsatisfactory within the time period set forth

above, this contingency is waived by the Buyer. In the absence of inspection(s) mentioned above, the Buyer is relying completely upon Buyer's own opinion as to the condition of the property. Buyer may extend the Inspection Period for an additional 30 days upon written notice to Seller as provided in Section 9.11 and upon payment of an additional nonrefundable deposit of \$5,000.00.

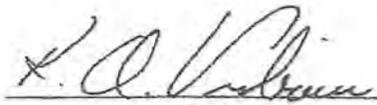
**SECTION 13: Environmental Testing.** The Buyer, at the Buyer's expense, may perform or have performed on the Premises such reasonable and customary environmental testing as the Buyer or its financing lenders may require. Such test(s) shall be performed prior to the Closing Date and the method of testing approved by the Seller. The Seller permits the Buyer or its testing agent(s) full access to the Premises at a reasonable time and after reasonable notice in order to perform the required and approved testing, including the right to access the real estate by disturbing pavement and other portions of the improvements on the Premises. If the Buyer decides to continue with the purchase, the Buyer shall be wholly responsible for any remediation determined necessary as the result of such testing. Regardless of whether Buyer decides to continue to purchase the premises the Buyer shall be wholly responsible for any cost associated with restoring the Premises to the condition it was in prior to any such testing, which restoration shall occur prior to the Closing or within 30 days of termination of the Agreement. If Buyer chooses not to complete the remediation determined necessary, either party may terminate this agreement and the down payment shall be returned. Buyer shall provide Seller with copies of the results of all such tests. Seller acknowledges and consents to inspection already performed on the site by Buyer as follows:

1. Preliminary site investigation by Buyer's architect, builder and land use consultant
2. Preliminary survey work
3. Preliminary wetlands mapping and

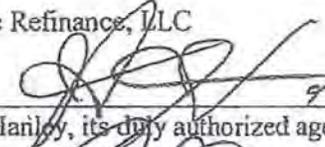
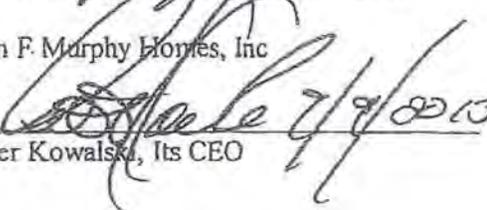
4. Traffic assessment

**SECTION 14. Default.** In the event either party shall default on any of its obligations herein, the non-defaulting party may seek to employ any and all available legal and equitable remedies. If either party seeks specific performance, that claim shall be brought in the Maine Superior Court. The prevailing party in litigation shall be entitled to collect all of their expenses incurred in collecting or enforcing this contract, including, but not limited to, attorneys' fees, paralegal and abstracter fees and costs of suit.

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

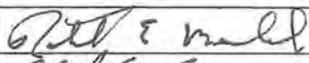
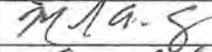
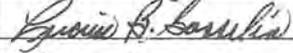
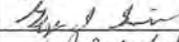
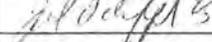
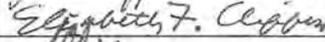
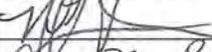
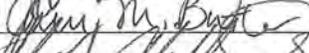
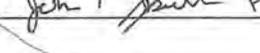
  
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Witness

*AS TO BOTH*  
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Witness

Atlantic Refinance, LLC  
By:  9-9-13  
James Hanley, its duly authorized agent  
John F. Murphy Homes, Inc  
By:  7/8/2013  
Peter Kowalski, Its CEO

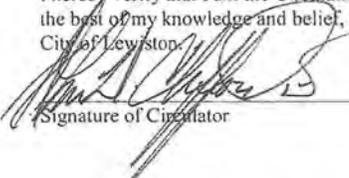
**PETITION TO AMEND THE CITY OF LEWISTON**  
**ZONING AND LAND USE CODE**

Pursuant to Appendix A, Article XVII, Section 5, 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 amend the "Official Zoning Map" by rezoning a portion the property located at 5 Memorial Avenue as shown on Exhibit "A" attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
✓ 1		ROBERT C Mansour	6 Julie St	9/25/13
✓ 2		Mark A. Cayle	97 Summit Ave	9-25-13
✓ 3		Lucinda B. Casselino	625 College St.	9-25-13
✓ 4		George T. Simons	115 Wellman St	09-25-13
✓ 5		John D. Clifford II	134 Pond Rd	9/25/13
✓ 6		Elizabeth F. Clifford	14 Ware St	9/30/13
✓ 7		Michael Dupuy	10 Ware St	10/1/13
✓ 8		Ann Butler	20 Ware St.	10/7/13
✓ 9		JOHN D. CLIFFORD II	14 WARE ST	10/7/13
✓ 10		JOHN T SWALEN SR	20 WARE ST	10/7/13
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**CIRCULATOR'S VERIFICATION**

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

 Signature of Circulator      JOHN D. CLIFFORD II Printed Name of Circulator      10/7/2013 Date

**REGISTRAR'S CERTIFICATION**

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

Total Valid: 10      Total Invalid: 0

Russ Moran Signature of Registrar/Deputy Registrar      Date: 10/10/2013

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

Pursuant to Appendix A, Article XVII, Section 5, 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 amend the "Official Zoning Map" by rezoning a portion the property located at 5 Memorial Avenue as shown on Exhibit "A" attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>Joshua Lussier</i>	Joshua Lussier	75 Webber Ave	10-8-13
2	<i>Bethann Krost</i>	Bethann Krost	24 Wood St	10/9/13
3	<i>James Mangley</i>	James Mangley	24 Wood St	10/9/13
4	<i>Michael Barber</i>	Michael Barber	10 Wood St	10/9/13
5	<i>Holly Warner</i>	Holly Warner	93 Elm St	10/8/13
6	<i>Bruce Lovett</i>	BRUCE LOVETT	44 Autumn Ln	10/8/13
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**CIRCULATOR'S VERIFICATION**

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*Ann Bentley*  
Signature of Circulator

Ann Bentley  
Printed Name of Circulator

10/8/13  
Date

**REGISTRAR'S CERTIFICATION**

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

Total Valid:   6  

Total Invalid:   7  

*David J. [Signature]*  
Signature of Registrar/Deputy Registrar

Date:   10/13/2013

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

Pursuant to Appendix A, Article XVII, Section 5, 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 amend the "Official Zoning Map" by rezoning a portion the property located at 5 Memorial Avenue as shown on Exhibit "A" attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
✓1	<i>Nancy Kenneally</i>	Nancy Kenneally	41 Gina St	10/7/13
N#2	<i>Forie B Tutwell</i>	Forie B Tutwell	24 Sylvan Ave Apt. 1	10/7/13
✓3	<i>Ashley Dumont</i>	Ashley Dumont	94 East Cote	10/7/13
✓4	<i>Trammy Berger</i>	Trammy Berger	Leinster Hill	10/7/13
N#5	<i>Alyssa McBean</i>	Alyssa McBean	24 Wescott	
✓6	<i>Bethany C Generoux</i>	Bethany C Generoux	37 Shawmut St	10/7/13
✓7	<i>David Wescott</i>	David Wescott	617 MA. St.	10/7/13
N#8	<i>Luzanne Brindley-Haynes</i>	Luzanne Brindley-Haynes	5 Marie Circle	10/8/13
✓9	<i>Sumatra Swedlow</i>	Sumatra Swedlow	37 DAVIS ST	10/8/13
N#10	<i>Anna By</i>	ANNA BY	494 LINDA	10/8
N#11	<i>Sue Lange</i>	← Sue Lange	29 Mitchell St	10-8-13
✓12	<i>Tannette Fitzpatrick</i>	Tannette Fitzpatrick	10 Curtis Cir	10/8/13
N#13	<i>Belinda White</i>	Belinda White	476 Sabbath St	10/8/13
✓14	<i>Bradley Fargues</i>	Bradley Fargues	25 Theresa Ave	10/8/13
N#15	<i>Kayla Bond</i>	Kayla Bond	78 Fairlawn Ave APT 11	10/8/13
✓16	<i>Sarah H Brooks</i>	Sarah H Brooks	1280x God St	10/8/13
N#17	<i>Ann Lawrence</i>	Ann Lawrence	144 Horton St	10/8/13
✓18	<i>John Thibault</i>	John Thibault	718 East Ave	10/8/13
✓19	<i>Mary Paine</i>	Mary Paine	154 College St	10/8/13
N#20	<i>Cameron Dumont</i>	Cameron Dumont	25 Pine St Apt 30	10/23/13

**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.

*Ann Bentley*                      ANN BENTLEY                      10/7/13  
Signature of Circulator                      Printed Name of Circulator                      Date

**REGISTRAR'S CERTIFICATION**

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

Total Valid: 11                      Total Invalid: 9

*Robert M. ...*                      Date: 10/13/2013  
Signature of Registrar/Deputy Registrar

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

Pursuant to Appendix A, Article XVII, Section 5, 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 amend the "Official Zoning Map" by rezoning a portion the property located at 5 Memorial Avenue as shown on Exhibit "A" attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
✓1		Jennifer Marin	168 Rosevale St	10-8-13
✓2		Brittany Robbins	1 Highland Ave	10-8-13
✓3		Jodie Westland	101 Libby Ave Apt 2	10-8-13
✓4		Cheryl Carr	17 Wood St	10-8-13
✓5		Stephen Holt	183 Webster St.	10-8-13
✓6		Tiffany Scuderi	91 Dove Ave Apt 2	10/6/13
✓7		Lindsey Gummont	15 Androscoaggin Ave	10/8/13
✓8		Christine Rolfe	160 11th St. Apt 3	11/8/13
✓9		Tyler Sheehan	95 Gaydon Rd	10/8/13
✓10		Kimberly Sevey	221 Central Ave	10-8-13
✓11		David Boucher	314 Pond Road	10-8-13
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**CIRCULATOR'S VERIFICATION**

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

Signature of Circulator

Ann Bentley  
Printed Name of Circulator

10/8/13  
Date

**REGISTRAR'S CERTIFICATION**

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

Total Valid: 11

Total Invalid: 2

Signature of Registrar/Deputy Registrar

Date: 10/15/2013

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

Pursuant to Appendix A, Article XVII, Section 5, 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 amend the "Official Zoning Map" by rezoning a portion the property located at 5 Memorial Avenue as shown on Exhibit "A" attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
✓1	<i>James Craven</i>	JAMES CRAVEN	41 Russell st	9/24/13
✓2	<i>Margaret Craven</i>	MARGARET CRAVEN	41 Russell st	9/24/13
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*Ann Bentley*  
Signature of Circulator

Ann Bentley  
Printed Name of Circulator

10/8/13  
Date

**REGISTRAR'S CERTIFICATION**

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

Total Valid: 2

Total Invalid: 0

*[Signature]*  
Signature of Registrar/Deputy Registrar

Date: 10/13/2013

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

Pursuant to Appendix A, Article XVII, Section 5, 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 amend the "Official Zoning Map" by rezoning a portion the property located at 5 Memorial Avenue as shown on Exhibit "A" attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Debra Dodge	13 Nancy Street	10/1/13
2		HOPE MOORE	12 Coburn St	10/3/13
3		Heather Weiss	74 Cram Ave	10/3/13
4		RACHEL BLACKERBY	151 Horton St.	10/3/13
5		Steve Small	43 Rosedale St	10-4-13
6		Andrew Frenette	93 Hawk St	10-4-13
7		Heather Fulgham	500 Sabattus St	10-4-13
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**CIRCULATOR'S VERIFICATION**

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

Signature of Circulator

Ann Bentley  
Printed Name of Circulator

10/1/13  
Date

**REGISTRAR'S CERTIFICATION**

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

Total Valid: 5

Total Invalid: 0

Signature of Registrar/Deputy Registrar

Date: 10/15/2013

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

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Order authorizing the City Administrator to implement alternative employee health insurance plans for non-unionized personnel.

**INFORMATION:**

The City Council recently modified the City's Personnel Rules and Regulations to provide additional health insurance options to non-union employees. These options are less expensive and will reduce health insurance costs for both the City and any employees selecting them. Portions of the reduced costs are the result of higher deductibles and copays. The attached order will authorize the City Administrator to implement these alternative plans and work with eligible employees who are interested in transitioning to them. Also attached is a spread sheet showing the potential savings to the City and employee resulting from an employee with family coverage moving from the City's current plan to the alternate plans to be offered.

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

The City Administrator recommends approval of the requested action.

*EA Blkmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to implement alternative employee health insurance plans for non-unionized personnel.



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



**Order, Authorizing the City Administrator to Implement Alternative Employee Health Insurance Plans for Non-Unionized Personnel.**

Whereas, the City currently offers its employees a health insurance plan (POS C) provided by the Maine Municipal Employees Health Trust; and

Whereas, employees and the City share in the cost of this program; and

Whereas, in recent years, health insurance costs have risen, placing a burden on both the City's operating budget and our employees; and

Whereas, the Health Trust has now instituted several new and lower cost plans with higher deductibles and co-pays; and

Whereas, offering these plans as options to our employees has the potential to reduce both employer and employee costs; and

Whereas, these plans can be offered to non-unionized personnel without the requirement to negotiate with a bargaining unit; and

Whereas, the greater the number of employees who select an alternative plan, the greater the potential savings and the more likely it will be that other employee groups may be willing to agree to these alternate plans as they hear from others about their experiences with them; and

Whereas, it is, therefore, in the City's best interest that employees strongly consider selecting an alternate plan; and

Whereas, therefore, it is appropriate for the City to seek ways to assist employees in deciding to choose one of these less expensive plans;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON** that the City Administrator is authorized to provide non-unionized personnel with the option of selecting one of two new and less expensive health insurance programs (PPO-500 and PPO-1500) offered by the Maine Municipal Health Trust. Recognizing the benefit to the City when employees select one of these alternate plans, a one-time per employee health insurance transition payment in the amount of \$350 is authorized for those who change plans.

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.

27 Pine Street Lewiston, Maine 04240 Telephone (207) 513-3017 Fax (207) 784-2959

**City of Lewiston**  
**Health Insurance Plan Conversion Scenarios**

	FY 2014			FY2015*		
	POC -C	PPO-500	PPO-1500	POC -C	PPO-500	PPO-1500
Family	17,517.65	14,133.58	12,342.02	18,661.86	15,056.72	13,148.18
HRA**		1,200.00	3,000.00		1,020.00	2,550.00
Transition Payment		350.00	350.00			
<b>Savings</b>		<b>1,834.07</b>	<b>1,825.63</b>		<b>2,585.14</b>	<b>2,963.68</b>
Employee & Child	12,743.14	10,281.44	8,978.09	13,575.44	10,953.00	9,564.50
HRA**		1,200.00	3,000.00		1,020.00	2,550.00
Transition Payment		350.00	350.00			
<b>Savings</b>		<b>911.70</b>	<b>415.04</b>		<b>1,602.45</b>	<b>1,460.95</b>
Single	7,810.18	6,301.42	5,502.65	8,320.33	6,713.03	5,862.09
HRA**		600.00	1,200.00		510.00	1,020.00
Transition Payment		350.00	350.00			
<b>Savings</b>		<b>558.76</b>	<b>757.53</b>		<b>1,097.30</b>	<b>1,438.24</b>

Note: Premium amounts listed above represent employer savings only assuming a 10% employee contribution rate.

\* Assumes a 9% increase on 1/1/2015 and the HRA will need a 85% replenishment.

\*\* Stands for health reimbursement arrangement

**Employee Savings:**

Family	1,946.41	1,570.40	1,371.34	2,073.54	1,672.97	1,460.91
Transition Payment		350.00	350.00			
<b>Savings</b>		<b>726.01</b>	<b>925.07</b>		<b>400.57</b>	<b>612.63</b>
Employee & Child	1,415.90	1,142.38	997.57	1,508.38	1,217.00	1,062.72
Transition Payment		350.00	350.00			
<b>Savings</b>		<b>623.52</b>	<b>768.34</b>		<b>291.38</b>	<b>445.66</b>
Single	867.80	700.16	611.41	924.48	745.89	651.34
Transition Payment		350.00	350.00			
<b>Savings</b>		<b>517.64</b>	<b>606.39</b>		<b>178.59</b>	<b>273.14</b>



**Value Based Purchasing Incentives and "Providers of Distinction"  
Effective January 1, 2014  
for POS C, POS 200, PPO 500, PPO 1000, PPO 1500 and PPO 2500**

## INTRODUCTION

Variations in the cost and quality of health care across Maine are real; unwarranted variations exist in process, outcomes, satisfaction and cost. To address these variations, plan sponsors are reporting information and creating plan design incentives to influence purchasing behavior. **For calendar year 2014, the Maine Municipal Employees Health Trust (MMEHT) will continue to include value based purchasing features and incentives, often called "tiered networks", as part of its health insurance plans. If you are enrolled in the POS C, POS 200, PPO 500, PPO 1000, PPO 1500, or PPO 2500 plan, these programs will apply to you.**

The Board of Trustees adopted the *MMEHT Providers of Distinction* based on the methodology described below. There are three broad categories for tiering, which include hospitals, specific procedures at specified hospitals, and primary care physicians (PCPs). The Health Trust will introduce financial incentives to Trust participants who voluntarily use preferred facilities or providers. These incentives will provide the best benefit should a member choose to use one of the *MMEHT Providers of Distinction*.

In an effort to make these programs easier for our members to understand and to use, we have developed the following Q&A. If you have any other questions regarding this program, please call the Health Trust Member Service Representatives at 1-800-852-8300.

### **What are tiered networks?**

Tiered networks allow members to reduce their copays and out-of-pocket costs by seeking care from Providers of Distinction – primary care doctors and hospitals that have demonstrated the highest quality and safety and lowest costs.

### **Which MMEHT health plans use the tiered networks?**

All MMEHT health plans (with the exception of the POS A plan and the Retiree Group Companion Plan) use the tiered networks, although to a varying degree. The POS C plan only uses tiered networks for the Preferred PCP designation. The POS 200 plan and all of the PPO plans use the Preferred PCP designation, as well as the Preferred Facility designations for preferred hospitals (as described below).

### **What is the advantage to using a Preferred PCP?**

If your Primary Care Physician is designated as a Preferred PCP, your office visit copay will be reduced to \$10 per visit if you are enrolled in the POS C, POS 200, PPO 500, or PPO 1000 plan; or to \$15 if you are enrolled in the PPO 1500 or PPO 2500 plan.

### **How do I find out if my Primary Care Physician is a Preferred PCP?**

Log on to the Maine Health Management Coalition's website at [www.getbettermaine.org](http://www.getbettermaine.org) and enter the required information for your doctor. A doctor or practice will only be considered Preferred if they rate "Good", "Better", or "Best" in at least two categories, based on quality of care.

### **What is the advantage to using a Preferred Hospital Facility?**

If you receive inpatient or outpatient surgical services from a Preferred Hospital Facility ("Hospital of Distinction"), the deductible amount applicable to qualifying services that you receive from the hospital will be waived (if you are covered by the POS 200, PPO 500, or PPO 1000 plan), or reduced by \$1,000 (if you are covered by the PPO 1500 or PPO 2500 plan). Please note that separately billed services, such as anesthesiology, lab, x-ray and advanced imaging, or emergency room services, will still be subject to any applicable deductible, copay, or coinsurance amount.

### Which hospitals are included as “Preferred Facilities”?

Effective January 1, 2014, there are 20 hospitals on the Preferred Hospital Facility list. Please refer to the section titled “MMEHT Hospitals of Distinction” (below) for the current list.

### What is the advantage to using a Preferred Hospital Facility for Specified Procedures?

If you receive services from one of the Preferred Hospital Facilities for Specified Procedures, any deductible and coinsurance amount applicable to the specified surgeries (as listed below) will be waived. Please note that separately billed services such as anesthesiology or pathology claims will still be subject to any applicable deductible, copay, or coinsurance amount.

### Which hospitals are included as “Preferred Facilities” for procedures, and for which procedures?

Effective January 1, 2014, there are five Preferred Hospital Facilities for **Knee and Hip Replacement Surgery** and two Preferred Hospital Facilities for **Bariatric Surgery**. There is one Preferred Hospital Facility for **Spine Surgery**. Please refer to the section titled “MMEHT Hospitals of Distinction – Specified Procedures” (below) for the current list.

## MMEHT HOSPITALS OF DISTINCTION

### HOSPITAL TIERING

### Preferred Facility (“Tax-Id”)

#### Incentives

For qualifying services received at the Preferred Facility

#### ★ Reduced Out of Pocket (OOP) by Waived or Reduced Deductible

POS 200 – Reduced OOP by \$200 (deductible waived)

PPO 500 – Reduced OOP by \$500 (deductible waived)

PPO 1000 – Reduced OOP by \$1000 (deductible waived)

PPO 1500 – Reduced OOP by \$1000 (deductible reduced by \$1000)

PPO 2500 – Reduced OOP by \$1000 (deductible reduced by \$1000)

The MMEHT Board of Trustees adopted the following hospital list approved through sound methodology in partnership with Anthem Blue Cross and Blue Shield in Maine and in accordance with the Maine Health Management Coalition (MHMC) quality metrics. Each preferred hospital meets minimum criteria in four categories: **Effective** (treatment of heart failure and pneumonia), **Safe** (preventing surgical infections, medication safety, national safe practice survey, falls with injury, and preventing harm to babies from elective early deliveries), **Patient Experience**, and **Cost**. The methodology weights **Quality Care (effective, safe and patient experience– based on MHMC measures)** 70% and **Cost (based upon Anthem’s July – December 2012 unit costs)** 30%. Hospitals designated as “preferred” or tier one will continue to be considered “preferred” for all covered services they perform with the exception of knee and hip replacement surgery, bariatric surgery, and spine surgery, as outlined above. **It is important to note that any separately billed services, such as anesthesiology or pathology claims, will be processed subject to any applicable cost shares.**

## 20 PREFERRED HOSPITALS

Bridgton Hospital (Bridgton)  
Central Maine Medical Center (Lewiston)  
Charles A. Dean Memorial Hospital (Greenville)  
Franklin Memorial Hospital (Farmington)  
H.D. Goodall Hospital (Sanford)  
LincolnHealth (Boothbay Harbor/Damariscotta)  
Maine Coast Memorial Hospital (Ellsworth)  
MaineGeneral Medical Center (Augusta-Waterville)  
Maine Medical Center (Portland)  
Mercy Hospital (Portland)

Mid Coast Hospital (Brunswick)  
Mount Desert Island Hospital (Bar Harbor)  
Northern Maine Medical Center (Fort Kent)  
Parkview Adventist Medical Center (Brunswick)  
Pen Bay Medical Center (Rockport)  
Redington-Fairview General Hospital (Skowhegan)  
Southern Maine Medical Center (Biddeford)  
St. Joseph Hospital (Bangor)  
St. Mary’s Regional Medical Center (Lewiston)  
York Hospital (York)

## MMEHT HOSPITALS OF DISTINCTION – Specified Procedures

HOSPITAL TIERING	Preferred Facility for <i>Procedure</i>
<b>Incentives</b>	<ul style="list-style-type: none"> <li>★ Waived deductible</li> <li>★ Waived coinsurance (\$0 out-of-pocket costs for hospital charges)</li> <li>POS 200, PPO 500, PPO 1000, PPO 1500, and PPO 2500 Plans</li> </ul>

The MMEHT Board of Trustees adopted the following procedure list at specified hospitals approved through sound methodology in partnership with Anthem Blue Cross Blue Shield’s Blue Distinction Program. These incentives build on the Preferred Facility program (outlined below) by adding an additional quality component for designated procedures. The incentives will only be available when the designated surgery is performed at the designated hospital listed below. **It is important to note that any separately billed services, such as anesthesiology or pathology claims, will be processed subject to any applicable cost shares.**

**Designated Procedure or Surgery**

**Designated Hospital(s)**

**Knee and Hip Replacement Surgery**

Central Maine Medical Center (Lewiston)  
 MaineGeneral (Augusta/Waterville)  
 Mercy Hospital (Portland)  
 St. Joseph Hospital (Bangor)  
 St. Mary’s Regional Medical Center (Lewiston)

**Bariatric Surgery**

Central Maine Medical Center (Lewiston)  
 Maine Medical Center (Portland)

**Spine Surgery**

Mercy Hospital (Portland)

## MMEHT PRIMARY CARE PHYSICIANS OF DISTINCTION

PCPs Primary Care Physicians	Preferred PCPs
	Providers with at least two “Good”, “Better”, or “Best” ratings from the Maine Health Management Coalition website: <a href="http://www.getbettermaine.org">www.getbettermaine.org</a>
<b>Incentives</b>	<ul style="list-style-type: none"> <li>★ <b>Reduced Office Visit Copays</b></li> <li>POS C      \$10                  PPO 1000    \$10</li> <li>POS 200    \$10                  PPO 1500    \$15</li> <li>PPO 500    \$10                  PPO 2500    \$15</li> </ul>

The MMEHT Board of Trustees adopted a listing of Primary Care Physicians (PCPs) as its preferred tier or MMEHT Providers of Distinction based on the Maine Health Management Coalition’s (MHMC) **quality** (effective care and safety) metrics as reported on the Coalition’s website ([www.getbettermaine.org](http://www.getbettermaine.org)). The Maine Health Management Coalition’s Pathways to Excellence (PTE) Steering Committee has developed a set of metrics to measure how effectively primary care practices manage their patients with chronic conditions and how pediatric practices manage their patients.

The Maine Health Management Coalition Foundation publishes quality data on Primary Care Physicians (PCPs). Doctors who treat adults voluntarily submit clinical information to Bridges to Excellence and/or the National Committee on Quality Assurance. These organizations in turn conduct assessments and generate rankings regarding the quality of the care being provided. The participating Primary Care Physicians may also submit information about the tools they use in maintaining and transferring medical information, and assisting their patients.

Bridges to Excellence and the National Committee on Quality Assurance are independent, non-profit organizations that publish information about how well doctors and their staffs across the U.S. are doing at taking care of their patients. Once a ranking is given it remains valid for two to three years.

The Maine Health Management Coalition’s website, [www.getbettermaine.org](http://www.getbettermaine.org), is a link to the doctor ratings. A doctor or practice will be considered preferred if they rate “Good”, “Better” or “Best” in at least two categories. Categories include effective, safe and satisfactory care. If a doctor is not rated, receives a low score, or does not report, that doctor will not be considered preferred.

## THE FUTURE

The MMEHT Board of Trustees will periodically evaluate the methodology utilized and the published *MMEHT Providers of Distinction*. The MMEHT will inform members of any methodology or hospital list changes.

### **For how long is the MMEHT Providers of Distinction tier Effective January 1, 2014 in place?**

The MMEHT Board of Trustees approved the use of the MMEHT Providers of Distinction hospital lists for the entire 2014 calendar year. However, the Board of Trustees reserves the right to consider modifications during the year should there be some compelling reason(s) to explore a change (such as a drop in safety rating or an unintentional error.) The MMEHT Board of Trustees approved the use of the MMEHT Providers of Distinction PCP lists as noted on the Maine Health Management Coalition website, [www.getbettermaine.org](http://www.getbettermaine.org). MHMC ratings can change periodically throughout the year; they will notify physicians of any changes.

### **What is the best resource to help me determine what providers to see?**

The first place to start is to contact our MMEHT Member Service Representatives at 1-800-852-8300 or [htservice@memun.org](mailto:htservice@memun.org). We will always have access to the current listing of hospitals designated as *MMEHT Providers of Distinction*. This listing may also be found on the MMEHT website, [www.mmeht.org](http://www.mmeht.org). To find out if your PCP has achieved the required rating to be designated as an *MMEHT Provider of Distinction*, please visit the Maine Health Management Coalition website, [www.getbettermaine.org](http://www.getbettermaine.org) to see their specific ratings on individual categories. A doctor or practice will be considered preferred if they rate "Good", "Better" or "Best" in at least two categories.

## MMEHT/ANTHEM HOSPITAL TIERING METHODOLOGY

The MMEHT will use the performance reported on the Maine Health Management Coalition's website ([www.getbettermaine.org](http://www.getbettermaine.org)) and will augment those data with Anthem hospital unit cost data from the most recent year (i.e., July through December 2012). The Coalition website presents performance in the following three categories: **Effective** (treatment of heart failure and pneumonia), **Safe** (preventing surgical infections, medication safety, national safe practice survey, falls with injury, and preventing harm to babies from elective early deliveries), and **Patient Experience**. Based on these three categories and the Anthem hospital cost data the MMEHT will employ the following weighting:

**Effective January 1, 2014:** Effective = 30% Safe = 30% Patient Experience = 10% Cost = 30%

Using the Maine Health Management Coalition icons for "Low", "Good", "Better", and "Best" the values will be:

Low = 1 Good = 2 Better = 3 Best = 4

"Low" is designated for performance below the national average, "good" represents average, "better" reflects better than the national average, and "best" indicates performance in the top 10% of the nation's hospitals. The math is fairly straightforward. In the **Safe** category, since there are five measures, the maximum value a hospital can receive is 20 (4 x 5). If, for example, a hospital achieved four "betters" and one "best" the raw score would be 16 (4+3+3+3+3=16). The raw score is divided by the maximum value (20) and that percentage (.8) is multiplied by 30 (the weighting factor) to reach a **Safe** score of 24. For those instances when a hospital's performance is indicated as "Not Enough Data" or "Unable to Determine", those items will not be included in the categories denominator.

The same approach is used for the **Effective** measures where the maximum value is 8 (4 x 2). One "best" and one "better" would result in a raw score of 7. The raw score is divided by the maximum (8) producing a percentage (.875) applied to the weighting factor (30) for an **Effective** score of 26.25. For **Patient Experience** only the overall patient experience score from the Hospital Consumer Assessment of Healthcare Providers and Systems survey will be used.

Unlike the other categories, the **Cost** scoring is established as follows:

Based upon Anthem Unit Cost Data for July through December 2012:

- 8% or greater above the Anthem Network average = 0
- Between 4% and 7.9% above the Anthem Network average = 1
- Between the Anthem Network average and 3.9% above the Anthem Network average = 2
- Below the Anthem Network average to 4.9% below the Anthem Network average = 3
- 5% or greater below the Anthem Network average = 4

As in 2013, MMEHT used a total score of 60% of available points as the threshold for preferred status in 2014. In order to receive a score equal to or greater than 60% (or .6), a hospital will have performed "better" or above average in the majority of categories. MMEHT, with Anthem, will update its preferred hospital network annually based upon the MHMC publicly reported results available on July 1<sup>st</sup> and Anthem's updated hospital unit cost data.

## NOTES



Maine Municipal  
Employers Health Trust  
50 COMMUNITY DRIVE  
AUGUSTA, ME 04331  
[www.mmeht.org](http://www.mmeht.org)

(207) 621-2545  
800-852-8100  
Fax: (207) 624-0166

**Member Service Representatives**  
Monday - Friday, 8:00 am to 4:30 pm  
E-MAIL: [HTService@memun.org](mailto:HTService@memun.org)

MAINE MUNICIPAL EMPLOYEES HEALTH TRUST

MEDICAL PROGRAM SUMMARY - January 1, 2014 to December 31, 2014

All benefits shown are In-Network. Services received Out-of-Network, if covered, may be paid at a lower level of benefits. Please consult your Plan Document or Summary Plan Description booklet for more information. All figures shown (deductibles, copays, and coinsurance) reflect what the Member pays towards the cost of services.

	1 POS A Traditional	2 POS C Comprehensive	3 POS 200	4 PPO 500	5 PPO 1000	6 PPO 1500	7 PPO 2500
<b>DEDUCTIBLE</b> Individual / Family	\$0 (No deductible)	\$0 (No deductible)	\$200 / \$400	\$500 / \$1,000	\$1,000 / \$2,000	\$1,500 / \$3,000	\$2,500 / \$5,000
<b>CO-INSURANCE (Member pays)</b>	10% for most services	10% for most services	20%	20%	20%	20%	20%
<b>OUT OF POCKET MAXIMUM</b> Deductible plus Coinsurance Individual / Family COPAYS:	\$500 / \$1,000	\$1,000 / \$2,000	\$1,200 / \$2,400	\$1,500 / \$3,000	\$2,000 / \$4,000	\$3,000 / \$6,000	\$3,500 / \$7,000
Office Visit Copay	\$10	\$15 (PCP or Specialist) / \$10 PCP Provider of Distinction	\$15 PCP / \$20 Specialist / \$10 PCP Provider of Distinction	\$20 PCP / \$30 Specialist / \$10 PCP Provider of Distinction	\$20 PCP / \$30 Specialist / \$10 PCP Provider of Distinction	\$25 PCP / \$35 Specialist / \$15 PCP Provider of Distinction	\$25 PCP / \$35 Specialist / \$15 PCP Provider of Distinction
Mental Health Outpatient Copay	\$10	\$15	\$15	\$20	\$20	\$25	\$25
Emergency Room Copay	\$100	\$100	\$100	\$150	\$150	\$150	\$150
Walk-In Center Copay	\$10	\$15	\$20	\$30	\$30	\$35	\$35
<b>PREVENTIVE CARE</b>							
Preventive Care, including mammograms, Pap tests, women's preventive health services, colonoscopies, PSA tests, and routine physicals	0%	0%	0%; deductible waived				
Preventive Lab and X-Ray	0%	0%	0%; deductible waived				
Preventive Eye Exams (Limited benefits)	0%	0%	0%; deductible waived	0%; deductible waived	0%; deductible waived	0%; deductible waived	Not Covered (Exams for children under age 5 covered under preventive care)
<b>OTHER SERVICES:</b>							
In Patient Hospital Services	10% (0% for Physician Services)	10% (0% for Physician Services)	Deductible then 20%				
Out Patient Surgical Facility	\$100 copay	\$100 copay	Deductible then 20%				
Diagnostic Lab & X-Ray	0%	0%	Deductible then 20%				
Advanced Imaging (MRI/CT/PET)	\$100 copay Copays limited to \$300 per Cal Yr	\$100 copay Copays limited to \$300 per Cal Yr	Deductible then 20%				
Chiropractic Care	\$10 copay Limited to 36 visits per Cal Yr	\$15 copay Limited to 36 visits per Cal Yr	\$20 copay Limited to 36 visits per Cal Yr	\$30 copay Limited to 36 visits per Cal Yr	\$30 copay Limited to 36 visits per Cal Yr	\$35 copay Limited to 36 visits per Cal Yr	\$35 copay Limited to 36 visits per Cal Yr
Physical, Speech and Occupational Therapy	\$10 copay Limited to 75 Visits per Cal Yr (Combined Limit)	\$15 copay Limited to 75 Visits per Cal Yr (Combined Limit)	\$15 copay Limited to 75 Visits per Cal Yr (Combined Limit)	\$15 copay Limited to 75 Visits per Cal Yr (Combined Limit)	\$15 copay Limited to 75 Visits per Cal Yr (Combined Limit)	\$20 copay Limited to 75 Visits per Cal Yr (Combined Limit)	\$20 copay Limited to 75 Visits per Cal Yr (Combined Limit)
<b>PRESCRIPTION DRUGS (5 TIER):</b> Tier 1-Select Generic / Tier 1- Standard / Tier 2 / Tier 3 / Tier 4- Specialty and Injectable	5-Tier Rx	5-Tier Rx	5-Tier Rx	5-Tier Rx	5-Tier Rx	5-Tier Rx	5-Tier Rx
RX COPAY (30 day supply)	\$4/\$10/\$30/\$50/\$60	\$4/\$10/\$30/\$50/\$60	\$4/\$10/\$30/\$50/\$60	\$4/\$10/\$30/\$50/\$60	\$4/\$10/\$30/\$50/\$60	\$4/\$10/\$30/\$50/\$60	\$4/\$10/\$30/\$50/\$60
RX COPAY (31-90 day supply)	\$8/\$20/\$60/\$100/\$120	\$8/\$20/\$60/\$100/\$120	\$8/\$20/\$60/\$100/\$120	\$8/\$20/\$60/\$100/\$120	\$8/\$20/\$60/\$100/\$120	\$8/\$20/\$60/\$100/\$120	\$8/\$20/\$60/\$100/\$120
<b>OTHER:</b> Voluntary Value-Based Incentives	N/A	Financial Incentives To Use MMEHT Providers of Distinction: Preferred Primary Care Physicians (getbettermaine.org ratings)	Financial Incentives To Use MMEHT Providers of Distinction: Preferred Hospitals (Procedure and "Tax ID") and Preferred Primary Care Physicians	Financial Incentives To Use MMEHT Providers of Distinction: Preferred Hospitals (Procedure and "Tax ID") and Preferred Primary Care Physicians	Financial Incentives To Use MMEHT Providers of Distinction: Preferred Hospitals (Procedure and "Tax ID") and Preferred Primary Care Physicians	Financial Incentives To Use MMEHT Providers of Distinction: Preferred Hospitals (Procedure and "Tax ID") and Preferred Primary Care Physicians	Financial Incentives To Use MMEHT Providers of Distinction: Preferred Hospitals (Procedure and "Tax ID") and Preferred Primary Care Physicians
Cap on In-Network Copays (Includes medical and Rx copays) Individual / Family	\$5,850 / \$11,700	\$5,350 / \$10,700	\$5,150 / \$10,300	\$4,850 / \$9,700	\$4,350 / \$8,700	\$3,350 / \$6,700	\$2,850 / \$5,700

MMEHT

This is a summary for comparative purposes only. In the case of any discrepancies, the official contract or plan document will govern.

MAINE MUNICIPAL EMPLOYEES HEALTH TRUST

MEDICAL PROGRAM SUMMARY - January 1, 2014 to December 31, 2014

TYPES OF PLANS

	1 POS A Traditional	2 POS C Comprehensive	3 POS 200	4 PPO 500	5 PPO 1000	6 PPO 1500	7
TYPE OF PLAN	POINT OF SERVICE PLAN	POINT OF SERVICE PLAN	POINT OF SERVICE PLAN	PREFERRED PROVIDER PLAN	PREFERRED PROVIDER PLAN	PREFERRED PROVIDER PLAN	PREFERRED PROVIDER PLAN
PCP Designation	Required	Required	Required	Recommended	Recommended	Recommended	Recommended
Referrals Required?	Yes	Yes	Yes	No	No	No	No
DESCRIPTION	A POS, or Point of Service, plan begins with Anthem's HMO Choice network. Benefits are paid at the In Network (higher) level for services received from the member's PCP, or from other In-Network providers with a referral from the PCP. Some services require that a member obtain prior authorization in order for benefits to be paid at the higher level of coverage. Benefits are paid at the Out-of-Network (lower) level for services received without a referral (except as designated by the plan), or for services received from Out-of-Network providers.	A POS, or Point of Service, plan begins with Anthem's HMO Choice network. Benefits are paid at the In Network (higher) level for services received from the member's PCP, or from other In-Network providers with a referral from the PCP. Some services require that a member obtain prior authorization in order for benefits to be paid at the higher level of coverage. Benefits are paid at the Out-of-Network (lower) level for services received without a referral (except as designated by the plan), or for services received from Out-of-Network providers.	A POS, or Point of Service, plan begins with Anthem's HMO Choice network. Benefits are paid at the In Network (higher) level for services received from the member's PCP, or from other In-Network providers with a referral from the PCP. Some services require that a member obtain prior authorization in order for benefits to be paid at the higher level of coverage. Benefits are paid at the Out-of-Network (lower) level for services received without a referral (except as designated by the plan), or for services received from Out-of-Network providers.	A PPO plan is an arrangement where the health plan contracts with independent physicians, hospitals and other health care providers who become members of a preferred provider network. The member may direct his/her care and elect either In-Network or Out-of-Network providers. However, it will cost more to see an Out-of-Network provider. The member is not required to obtain referrals from his/her PCP.	A PPO plan is an arrangement where the health plan contracts with independent physicians, hospitals and other health care providers who become members of a preferred provider network. The member may direct his/her care and elect either In-Network or Out-of-Network providers. However, it will cost more to see an Out-of-Network provider. The member is not required to obtain referrals from his/her PCP.	A PPO plan is an arrangement where the health plan contracts with independent physicians, hospitals and other health care providers who become members of a preferred provider network. The member may direct his/her care and elect either In-Network or Out-of-Network providers. However, it will cost more to see an Out-of-Network provider. The member is not required to obtain referrals from his/her PCP.	A PPO plan is an arrangement where the health plan contracts with independent physicians, hospitals and other health care providers who become members of a preferred provider network. The member may direct his/her care and elect either In-Network or Out-of-Network providers. However, it will cost more to see an Out-of-Network provider. The member is not required to obtain referrals from his/her PCP.
	<ul style="list-style-type: none"> <li>In-Network Providers - Members select a Primary Care Physician (PCP) from within the Anthem HMO Choice network. To receive the In-Network level of benefits under this plan, the member must follow a plan of care from their PCP, and must receive referrals from their PCP when necessary.</li> <li>Self-Referred and Out-of-Network Providers - Members may receive care from In-Network providers without referral from the PCP, or may self-refer to providers not in the HMO Choice network. This will result in higher out-of-pocket costs to the member.</li> </ul>	<ul style="list-style-type: none"> <li>In-Network Providers - Members select a Primary Care Physician (PCP) from within the Anthem HMO Choice network. To receive the In-Network level of benefits under this plan, the member must follow a plan of care from their PCP, and must receive referrals from their PCP when necessary.</li> <li>Self-Referred and Out-of-Network Providers - Members may receive care from In-Network providers without referral from the PCP, or may self-refer to providers not in the HMO Choice network. This will result in higher out-of-pocket costs to the member.</li> </ul>	<ul style="list-style-type: none"> <li>In-Network Providers - Members select a Primary Care Physician (PCP) from within the Anthem HMO Choice network. To receive the In-Network level of benefits under this plan, the member must follow a plan of care from their PCP, and must receive referrals from their PCP when necessary.</li> <li>Self-Referred and Out-of-Network Providers - Members may receive care from In-Network providers without referral from the PCP, or may self-refer to providers not in the HMO Choice network. This will result in higher out-of-pocket costs to the member.</li> </ul>	<ul style="list-style-type: none"> <li>Network (Preferred) Providers: Benefits to the member include lower deductibles and higher coinsurance reimbursements than services provided Out-of-Network. In some plans, the annual deductible is waived and replaced by a minimum copay for certain services performed in a Network provider's office.</li> <li>Out-of-Network Providers: Members may receive care from a provider (doctor or hospital) who is not on the list of preferred providers. Such services may have a higher deductible or copay and lower coinsurance reimbursement.</li> </ul>	<ul style="list-style-type: none"> <li>Network (Preferred) Providers: Benefits to the member include lower deductibles and higher coinsurance reimbursements than services provided Out-of-Network. In some plans, the annual deductible is waived and replaced by a minimum copay for certain services performed in a Network provider's office.</li> <li>Out-of-Network Providers: Members may receive care from a provider (doctor or hospital) who is not on the list of preferred providers. Such services may have a higher deductible or copay and lower coinsurance reimbursement.</li> </ul>	<ul style="list-style-type: none"> <li>Network (Preferred) Providers: Benefits to the member include lower deductibles and higher coinsurance reimbursements than services provided Out-of-Network. In some plans, the annual deductible is waived and replaced by a minimum copay for certain services performed in a Network provider's office.</li> <li>Out-of-Network Providers: Members may receive care from a provider (doctor or hospital) who is not on the list of preferred providers. Such services may have a higher deductible or copay and lower coinsurance reimbursement.</li> </ul>	<ul style="list-style-type: none"> <li>Network (Preferred) Providers: Benefits to the member include lower deductibles and higher coinsurance reimbursements than services provided Out-of-Network. In some plans, the annual deductible is waived and replaced by a minimum copay for certain services performed in a Network provider's office.</li> <li>Out-of-Network Providers: Members may receive care from a provider (doctor or hospital) who is not on the list of preferred providers. Such services may have a higher deductible or copay and lower coinsurance reimbursement.</li> </ul>
	A Point of Service plan allows members to receive services from both in-network and out-of-network providers. How benefits will be paid (either at the in-network or out-of-network level) is determined when the member actually receives the service (i.e., at the point of service).	A Point of Service plan allows members to receive services from both in-network and out-of-network providers. How benefits will be paid (either at the in-network or out-of-network level) is determined when the member actually receives the service (i.e., at the point of service).	A Point of Service plan allows members to receive services from both in-network and out-of-network providers. How benefits will be paid (either at the in-network or out-of-network level) is determined when the member actually receives the service (i.e., at the point of service).	Similar to the POS plan, patients may choose to receive care from providers who do not participate in the network. However, in most cases the member will be responsible for paying higher out of pocket costs for services received from Out-of-Network providers.	Similar to the POS plan, patients may choose to receive care from providers who do not participate in the network. However, in most cases the member will be responsible for paying higher out of pocket costs for services received from Out-of-Network providers.	Similar to the POS plan, patients may choose to receive care from providers who do not participate in the network. However, in most cases the member will be responsible for paying higher out of pocket costs for services received from Out-of-Network providers.	Similar to the POS plan, patients may choose to receive care from providers who do not participate in the network. However, in most cases the member will be responsible for paying higher out of pocket costs for services received from Out-of-Network providers.
	Flexible Choice - Plan Program Combinations						
Single Program Options:	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Dual Program Options:	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Triple Program Options:	Yes	Yes	Yes	Yes	Yes	Yes	Yes

MMEHT

This is a summary for comparative purposes only. In the case of any discrepancies, the official contract or plan document will govern.



# Maine Municipal Employees Health Trust

MONTHLY RATES  
EFFECTIVE DATE: JANUARY 1, 2014

## LEWISTON

### RATED GROUP

	POS-A Traditional	POS-C Comprehensive	POS-200	PPO-500	PPO-1000	PPO-1500	PPO-2500
Single Person	841.78	740.77	631.34	597.67	572.41	521.91	471.39
Employee & Spouse	1,888.06	1,661.49	1,416.04	1,340.52	1,283.88	1,170.60	1,057.31
Employee & Child(ren)	1,373.46	1,208.64	1,030.10	975.16	933.95	851.54	769.14
Family	1,888.06	1,661.49	1,416.04	1,340.52	1,283.88	1,170.60	1,057.31

### Retiree (with Medicare) - Retiree Group Companion Plan

Single Person	420.36
Two Person	840.71

### <sup>1</sup> Dental

Single Person	\$39.30
Employee & Spouse	\$67.84
Employee & Child(ren)	\$129.48
Family	\$129.48

### <sup>2</sup> Vision

Single Person	\$5.31
Employee & Spouse	\$10.62
Employee & Child(ren)	\$11.37
Family	\$18.18

### Income Protection Plan (short term disability)

Employee may select 40%, 55% or 70% of annual salary  
\$1.90 per month for each \$100 of monthly coverage

### Long Term Disability

<sup>3</sup> Employer Paid: \$0.40 per \$100 of covered payroll

<sup>4</sup> Employee Paid: Age banded

### Life Insurance

Basic Life (including AD&D)	\$0.30 per \$1,000 of coverage, per month No cost if enrolled in health insurance
Supplemental Life	\$0.30 per \$1,000 of coverage, per month
Dependent Life	Option A \$1.50 Option B \$3.20

1 - Dental coverage has no minimum participation requirement

2 - Vision coverage has no minimum participation requirement

3 - Long Term Disability must have 100% enrollment if employer-paid

4 - Long Term Disability requires minimum 25% enrollment if employee-paid

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

**SUBJECT:**

Order - Authorizing the Transfer of \$415,000 from the General Fund's fund balance earmarked for the FY2014 Municipal Garage Vehicle Replacement to the 2012 Acquisition/Demolition Bond Issue in the amount of \$200,000, and the 2013 Acquisition/Demolition Bond Issue in the amount of \$215,000.

**INFORMATION:**

This recommendation for a transfer of project budget funds is from Finance Director Heather Hunter. Mrs. Hunter is recommending transferring \$415,000 from the Municipal Garage Vehicle Replacement fund to be used toward demolition costs. Please see the attached memo for additional information on this item.

**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 Transfer of \$415,000 from the General Fund's fund balance earmarked for the FY2014 Municipal Garage Vehicle Replacement to the 2012 Acquisition/Demolition Bond Issue in the amount of \$200,000, and the 2013 Acquisition/Demolition Bond Issue in the amount of \$215,000.



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

**Order,** Authorizing the Transfer of \$415,000 from the General Fund's fund balance earmarked for FY2014 Municipal Garage Vehicle Replacement to the 2012 Acquisition/ Demolition Bond Issue in the amount of \$200,000, and the 2013 Acquisition/ Demolition Bond Issue in the amount of \$215,000.

**WHEREAS,** the Internal Revenue Service's arbitrage and post-issuance regulations are onerous and will required extensive recordkeeping for Acquisition/Demolition Projects; and

**WHEREAS,** there are potential limitations on what the City can do with special taxes that are paid and with foreclosed land dispositions; and

**WHEREAS,** the City Council approved \$638,250 from the General Fund's fund balance to purchase municipal garage equipment; and

**WHEREAS,** equipment purchases are eligible bond proceed expenditures that do not require onerous recordkeeping and spend-down requirements;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON** that there is hereby transferred \$415,000 from the General Fund's fund balance earmarked for FY2014 Municipal Garage Vehicle Replacement to the 2012 Acquisition/Demolition Bond Issue in the amount of \$200,000 and to the 2013 Acquisition/Demolition Bond Issue in the amount of \$215,000.



## 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

**SUBJECT:** **Acquisition/Demolition Budget Transfer Request**

**DATE:** December 11, 2013

As we discussed during the adoption of the FY14 operating budget and capital improvement plan, the Internal Revenue Service's (IRS) arbitrage and post-issuance compliance regulations make it extremely onerous to track the funds used to demolish buildings. Initially, the City took the stance that due to public safety concerns, the buildings needed to come down and the need to track funds ceased once the demolish costs were paid.

Unfortunately, bond counsel has since advised us that when costs are repaid to the City in the form of a special tax, those recouped funds need to be expended within 15-days of receipt and continue to be tracked as the money recirculates.

Additionally, there is a problem if the City liens the property through the special tax assessment and later forecloses on the land due to lack of payment. Normally when this transpires with vacant land, the City would advertise the land for sale in order for it to become tax revenue generating again. Doing so is considered "private activity" under the IRS arbitrage regulations and may jeopardized the tax exempt status of the bonds.

As we are in the early stages of the special tax process and have very few payments at this time. I would like to exchange funding acquisition/demolition from bond proceeds to fund balance and municipal garage vehicle replacement from fund balance to bond proceeds in the amount of \$415,000. This amount represents \$215,000 from FY2013 and \$200,000 from FY2012 Acquisition/Demolition projects. The City budgeted \$638,250 for vehicle replacement from fund balance, so there is more than adequate funds to swap these funding sources.

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 11**

**SUBJECT:**

Order authorizing the Mayor to Execute Amendment Number Three to the Employment Agreement between the City of Lewiston and Edward A. Barrett.

**INFORMATION:**

The City of Lewiston entered into an agreement to employ Edward A. Barrett as City Administrator on December 1, 2009 that was subsequently amended in December 2011 and February 2013. The attached Order would authorize the Mayor to execute an amendment to that agreement that would extend its term for an additional two years until June 30, 2018 and allow for a salary adjustment in the same amount and effective at the same time as any adjustment provided during FY14 for non-unionized personnel. A copy of the amendment is attached along with a copy of the current employment agreement.

These changes come forward following completion by the City Council of the Administrator's annual evaluation.

**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 Mayor to execute Amendment Number Three to the employment agreement between the City of Lewiston and Edward A. Barrett.



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



**Order,** Authorizing the Mayor to Execute the Third Amendment to the Employment Agreement between the City and Edward A. Barrett.

Whereas, the City entered into an agreement with Edward A. Barrett on December 1, 2009 under which he assumed the position of City Administrator; and

Whereas, in accordance with that agreement, the City Council has evaluated the performance of the City Administrator; and

Whereas, based upon that evaluation, the City Council wishes to extend the term of the employment agreement for two years to June 30, 2018; and

Whereas, the Council also wishes to adjust the Administrator's salary by the same amount and at the same time as may be provided to the City's non-unionized employees during Fiscal Year 2014;

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

the Mayor is authorized to execute a third amendment to the employment agreement with Edward A. Barrett, a copy of which is attached hereto.

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**  
**BETWEEN THE CITY OF LEWISTON AND EDWARD A. BARRETT**

The employment agreement dated December 1, 2009 made and entered into by and between the CITY OF LEWISTON (Androscoggin County), State of Maine, a municipal corporation sometimes referred to as "City," and Edward A. Barrett of Lewiston, State of Maine, hereinafter sometimes referred to as "Employee", is hereby amended as follows as of this the 17<sup>th</sup> day of December, 2013.

1. Section 2. Term. Subsection A is replaced in its entirety as follows:

- A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2018 unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

2. Section 3. Compensation, Subsection A is amended as follows:

- A. **Base Salary:** The City agrees to pay the Administrator an annual base salary of one hundred and nineteen thousand five hundred and three dollars (#119,503) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. Should the City's non-unionized employees receive a salary adjustment during the City's Fiscal Year 2014, the Administrator shall receive the same percentage adjustment in his base salary, such adjustment to be effective at the same date as the adjustment for other non-unionized personnel.

IN WITNESS WHEREOF, the City of Lewiston has caused this agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF LEWISTON

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Edward A. Barrett

### City Administrator Employment Agreement

This Agreement, made and entered into this 1st day of December, 2009, by and between the City of Lewiston, Maine, a municipal corporation (hereinafter the "City"), and Edward A. Barrett (hereinafter the "Administrator").

**WITNESSETH:**

**WHEREAS**, the City Council of the City desires to appoint Administrator to serve as City Administrator of the City of Lewiston, as provided in Section 3.01 of the Charter of the City of Lewiston (the "City Charter);

**WHEREAS**, it is the desire of the City and the Administrator to specify the terms and conditions of his employment as Administrator;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

**Section 1. Duties.**

The City agrees to hire and employ Administrator as City Administrator of the City. The Administrator accepts such employment and agrees to perform the functions and duties specified in the City Charter, City Ordinances, and the laws of the State of Maine, and to perform such other duties and functions as the City Council shall from time to time assign to the Administrator.

**Section 2. Term.**

A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2012, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

B. This Agreement may be terminated and the Administrator may be removed from office by the City Council for cause in accordance with the procedures set forth in Section 3.04

of the City Charter. In the event the Administrator's employment is terminated for cause, the City's only obligation to the Administrator shall be to pay all compensation and benefits accrued, but unpaid, as of the date of termination.

C. This Agreement may be terminated and the Administrator may be removed from office by the City Council without cause. In the event the City Council terminates the employment of the Administrator without cause during the term of this Agreement, the City agrees (1) to pay the Administrator a lump sum cash payment equal to six (6) calendar months of the Administrator's then current salary, less applicable withholdings and deductions, and (2) for the same period of 6 months following termination to contribute toward the Administrator's health insurance premiums, if any, an amount equivalent to the monthly health insurance premium contribution that the City would have paid toward Administrator's health insurance if he had remained employed. No other benefits or compensation, excluding vacation accrued through the date of termination, shall be due and payable by the City to Administrator in the event of termination without cause. The City and Administrator agree that termination of this Agreement and removal of the Administrator without cause shall not require compliance with the procedures set forth in Section 3.04 of the Charter or 30-A M.R.S.A. §2601, and that in the event of termination of this Agreement without cause the Administrator expressly waives any rights or claims based upon Section 3.04 of the Charter or 30-A M.R.S.A. §2601.

D. The Administrator may terminate this Agreement and resign from employment as City Administrator upon forty-five (45) days written notice to the Council. In the event the Administrator resigns from employment, the City's only obligation to the Administrator shall be to pay all compensation and benefits accrued, but unpaid, as of the date of resignation.

**Section 3: Compensation.**

A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred and ten thousand dollars (\$110,000) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. Administrator's annual base salary shall increase to one hundred and sixteen thousand dollars (\$116,000) six months after beginning employment under this Agreement.

B. The City agrees to evaluate the performance and to review the Administrator's compensation and term of employment annually in December of each year. The City may adjust Administrator's compensation and authorize extension of the term of this Agreement, when approved by the Council in its discretion.

**Section 4: Health, Dental, and Income Protection.**

The City agrees to provide to Administrator and his dependents the same dental insurance and income protection coverage and benefits afforded to other non-union City employees under City policy. The City agrees to pay toward Administrator's health insurance coverage an amount equal to the health insurance premium contribution that the City pays for other non-union City employees under City policy, whether Administrator participates in the City's health insurance plan or another health plan chosen by Administrator.

**Section 5: Retirement.**

The City shall contribute an amount equal to nine percent (9%) of Administrator's base salary to a deferred compensation plan selected by Administrator through either the ICMA Retirement Corporation's 457 Deferred Compensation Plan or The Hartford's 457 Deferred Compensation program.

**Section 6: Automobile.**

During the term in which the Administrator is engaged in the performance of his duties and responsibilities pursuant to this Agreement, the City agrees to provide a four hundred dollar (\$400.00) monthly allowance for automobile expenses in recognition of the requirements of the position. The City is under no obligation to reimburse Administrator for any automobile costs that exceed this amount or for any other automobile costs.

**Section 7: Dues and Subscriptions.**

The City agrees to budget and pay for the professional dues and subscriptions of the Administrator necessary for his continuation and full participation in the International City Management Association, the Maine Town and City Management Association, and the National League of Cities.

**Section 8: Professional Development.**

The City agrees to pay, within the budgetary constraints of the Administrator's professional development budget, the necessary expenses of the Administrator to continue his professional development and to adequately pursue official functions of the City, including but not limited to attending and participating in the annual conferences of the ICMA, the Maine Municipal Association, the Maine Town and City Management Association, and such other national, regional and state governmental groups and committees thereof which Administrator serves as a member,

**Section 9: General Expenses**

A. The City recognizes that certain expenses of a non-personal and job-related nature will be incurred by the Administrator for purposes other than those provided for specifically in this Agreement. The City agrees to reimburse or to pay such reasonable expenses, within the

constraints of the budget approved for such expenses, upon receipt and approval of duly executed expense vouchers, receipts, statements, or personal affidavits from the Administrator.

B. The City will pay thirty dollars (\$30) per month toward the cost of cell phone expenses incurred by Administrator during his employment.

C. The City will reimburse Administrator up to three thousand dollars (\$3,000) for Administrator's expenses in relocating his residence to Lewiston, provided such expenses are incurred within nine (9) months after Administrator's commencement of employment.

D. Recognizing that Administrator will incur additional housing expenses during the transition of his residence to Lewiston, the City will pay Administrator one thousand dollars (\$1,000) per month during the first six (6) months of his employment to defray Administrator's housing expenses.

E. If Administrator submits his resignation from employment with the City within 12 months after commencing employment under this Agreement, Administrator shall reimburse the City for any relocation expenses and housing expenses paid to him under Section 9(C) and 9(D), and the City may deduct such expenses from any compensation due to Administrator.

**Section 10: Vacation and Holidays.**

A. The Administrator shall accrue twenty (20) work days of paid vacation time on an annual basis. The entire vacation to be accrued during a calendar year shall be available for Administrator's use at the beginning of the calendar year, provided that the amount of accrued vacation paid upon termination of employment shall be pro-rated based on the number of months actually worked by Administrator.

B. The Administrator shall be entitled to the same paid holidays as granted to other non-union City employees in accordance with City policy.

**Section 11: Sick Leave.**

The Administrator shall accumulate sick leave at the same rate as other non-union City employees in accordance with City policy. Administrator shall receive credit for twelve (12) sick leave days upon commencement of employment under this Agreement.

**Section 12: Hours of Work.**

The City and the Administrator recognize that the Administrator must devote a great deal of time outside normal office hours on business for the City, and to that end the Administrator shall be allowed to establish an appropriate work schedule.

**Section 13: Residency.**

The Administrator shall establish his residency within the City of Lewiston within nine (9) months after commencement of employment.

**Section 14: Indemnification.**

City shall defend, save harmless and indemnify Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties as City Administrator.

**Section 15: Outside Work.**

The Administrator shall not participate in any non-City connected business or employment without prior approval of the City Council.

**Section 16: Bonding.**

The City shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or ordinance. In the event that Administrator shall become

ineligible for continued bonding, such ineligibility shall constitute cause for termination under the terms of this Agreement and the Charter.

**Section 17: Other Terms and Conditions.**

The City Council, in consultation with Administrator, may fix such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other federal or state law.

**Section 18: General Provisions.**

A. The text of this written Agreement and any amendments approved by the City Council and executed by the City and the Administrator constitute the entire understanding between the parties with respect to the employment of Edward A. Barrett as the City Administrator of the City of Lewiston.

B. This Agreement shall be binding upon the City and the Administrator, and their heirs, successors, and assigns.

C. This Agreement shall become effective upon execution.

**Section 19: Severability.**

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**Section 20: Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, first class, certified or registered mail, postage prepaid, addressed as follows:

1) City: City of Lewiston  
Attention: Mayor  
City Hall  
27 Pine Street  
Lewiston, Maine 04240

With a copy to: City Clerk  
City of Lewiston  
City Hall  
27 Pine Street  
Lewiston, Maine 04240

2) Administrator: Edward A. Barrett  
370 Grandview Avenue  
Bangor, Maine 04401

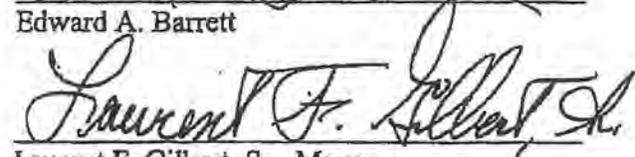
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the City of Lewiston has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Administrator has signed and executed this Agreement on the date first above written.

  
WITNESS

  
WITNESS

  
Edward A. Barrett

  
Laurent F. Gilbert, Sr., Mayor  
City of Lewiston, Maine  
Pursuant to vote of the City Council on  
December 15, 2009

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF LEWISTON AND EDWARD A. BARRETT**

The employment agreement dated December 1, 2009 made and entered into by and between the CITY OF LEWISTON (Androscoggin County), State of Maine, a municipal corporation, hereinafter sometimes referred to as "City," and Edward A. Barrett of Lewiston, State of Maine, hereinafter sometimes referred to as "Employee," is hereby amended as follows as of this the 6<sup>th</sup> day of December, 2011.

**1. Section 2. Term, Subsection A is replaced in its entirety as follows:**

A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2014, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

**2. Section 3. Compensation, Subsection A is amended as follows:**

A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred and seventeen thousand one hundred and sixty dollars (\$117,160 ) effective with the pay check issued July 6, 2011, payable in installments in accordance with the City's usual payroll practices and procedures for management employees.

**3. Section 5. Retirement is amended by adding the following provision:**

Administrator may also participate in the City's Retirement Health Savings (RHS) Program and shall be permitted to transfer a maximum of five (5) vacation days per year to an RHS account.

IN WITNESS WHEREOF, the City of Lewiston has caused this agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF LEWISTON

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Edward A. Barrett

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF LEWISTON AND EDWARD A. BARRETT**

The employment agreement dated December 1, 2009 made and entered into by and between the CITY OF LEWISTON (Androscoggin County), State of Maine, a municipal corporation, hereinafter sometimes referred to as "City," and Edward A. Barrett of Lewiston, State of Maine, hereinafter sometimes referred to as "Employee," is hereby amended as follows as of this the 5<sup>th</sup> day of January, 2013.

**1. Section 2. Term, Subsection A is replaced in its entirety as follows:**

A. This Agreement shall remain in effect beginning January 11, 2010 and ending June 30, 2016, unless otherwise terminated pursuant to the terms of this Agreement. The parties may extend this Agreement by mutual written agreement.

**2. Section 3. Compensation, Subsection A is amended as follows:**

A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred and nineteen thousand five hundred and three dollars (\$119,503) effective with the pay check issued January 2, 2013, payable in installments in accordance with the City's usual payroll practices and procedures for management employees.

IN WITNESS WHEREOF, the City of Lewiston has caused this agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF LEWISTON

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Edward A. Barrett

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

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

Order authorizing the foreclosure and sale of real estate located at 11 Walker Avenue and land located at 68 Jones Avenue and 7 Bartlett Street.

**INFORMATION:**

At its meeting on November 19, the City Council authorized the sale by bid of three properties - 11 Walker Avenue, 68 Jones Avenue and 7 Bartlett Street. The Planning Board, at their November 25 meeting, decided to withhold their recommendation on the release of the properties until the bids were received and they could review them. Under the ordinances, without a recommendation from the Planning Board to dispose of the properties, bids cannot be solicited.

City staff feels it is in the best interest of the City to dispose of the parcels and there is recommending to Council to foreclose on the properties and offer them for sale to the general public.

Greater detail is provided in the attached memo from the City Administrator.

**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 foreclosure and sale of real estate located at 11 Walker Avenue and land located at 68 Jones Avenue and 7 Bartlett Street.



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



**Order, Authorizing the Foreclosure and Sale of Real Estate Located at 11 Walker Avenue and Land Located at 68 Jones Avenue and 7 Bartlett Street.**

**WHEREAS**, at its meeting of November 19, 2013, the City Council authorized the sale by bid of the properties located at 11 Walker Avenue, 68 Jones Avenue, and 7 Bartlett Street subject to an affirmative recommendation of the Planning Board; and

**WHEREAS**, at its meeting of November 25, 2013, the Planning Board discussed these parcels but deferred taking action on a recommendation pending review of the bids received; and

**WHEREAS**, lacking a recommendation from the Planning Board, bids can not be solicited on these parcels; and

**WHEREAS**, it is in the best interests of the City that the Council authorizing proceeding to bid;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON** that the City Administrator is authorized to foreclose on and offer these parcels for sale to the general public using a formal bid process and subject to the release of the parcel at 7 Bartlett Street by the Public Works Department which is currently using it as a staging area for the Oak Street Sewer Separation Project.



## City of Lewiston Executive Department

EDWARD A. BARRETT  
City Administrator

PHIL NADEAU  
Deputy City Administrator



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December 9, 2013

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: Planning Board Action on Request for Recommendation to Dispose of Certain Property

At its meeting of November 19, 2013, the City Council approved an order authorizing the disposition of 7 Bartlett, 68 Jones Avenue, and 11 Walker Avenue using the formal bid process, subject to a positive recommendation from the Planning Board. A copy of that order is attached.

The following section of the Code (Appendix A. Article VII, Section 3. h.) outlines the duties of the Planning Board:

- (h) The board shall review and make a recommendation to the city council with regard to the acquisition, except through tax lien foreclosure (36 M.R.S.A. section 942 as amended), and disposition of all public ways, lands, buildings and other municipal facilities.

At its November 25<sup>th</sup> meeting, the Planning Board adopted the following motion:

"to reserve a recommendation for the disposition until the Planning Board has an opportunity to review the RFPs submitted by formal bid on the following properties: 7 Bartlett Street, 68 Jones Avenue and 11 Walker Avenue."

The November 19<sup>th</sup> Council Order indicated that, failing a positive recommendation from the Planning Board, "these parcels shall be returned to the City Council for consideration of the Planning Board's action."

At this time, therefore, I would request that the Council once again consider the disposition of these parcels and authorize staff to proceed with the process of soliciting bids.

As I understand it, the Planning Board expressed concerns regarding the eventual use to which these parcels might be put. Before recommending disposition, therefore, the Planning Board has delayed making a recommendation until after it is provided an opportunity to review the submitted bids.

This poses several problems. First, the City Code (Appendix A. Article VII, Section 3. e.) states:

- (e) Any request for a recommendation by the city council shall be acted upon within 30 days

of the request except as otherwise provided for by statute or ordinance or unless a longer period is specified by the city council.

It is clear that this requirement cannot be met if the Planning Board defers action until after bids are issued and received.

Second, it appears that the Board only wishes to make a recommendation after they have had a chance to review who is bidding and what they intend to do with the property, at least a partial divergence from past practice where the Planning Board generally limited its review to the question of whether a parcel should or should not be disposed of by the City on the basis of whether or not that parcel should be retained for a public purpose. Here the Board has expressed concerns and wishes to review the disposition after reviewing the bids received and taking into consideration the highest and best use of these properties from a zoning and land use perspective.

The attached order would authorize staff to proceed with soliciting bids for these properties as originally outlined in the November 19<sup>th</sup> Order. Should the Council wish, it could request that the Planning Board provide its views on the bids once they are received. Note, however, that requesting the Board's views in this instance is optional to the Council, not required by the City Code.

The preferable course for the Planning Board to take in this and similar instances would be for it to make a recommendation based solely on whether the City should or should not retain a parcel for a potential public purpose. It could then add other recommendations for the Council to consider. An example might be recommending that preference be given to selling a substandard lot to an abutter rather than allowing a new building to be developed on it. Such a recommendation could be of value to the Council at the time it acts on a sale or transfer.



City of Lewiston  
Planning & Code Enforcement  
Gil Arsenault, Director



## MEMORANDUM

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**To:** City Clerk's Office  
City Council Members

**From:** David Hediger

**Date:** December 5, 2013

**Subject:** Planning Board Action

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The Planning Board took the following action at their public meeting held on November 25, 2013 regarding disposition of city property at 7 Bartlett Street, 68 Jones Avenue, and 11 Walker Avenue.

The following motion was made:

**MOTION:** by **Walter Hill** to table this item at this time. Second by **Sandy Marquis**.

**VOTED:** 7-0 (Passed).

The following motion was made:

**MOTION:** by **Michael Marcotte** to reserve a recommendation for the disposition until the Planning Board has an opportunity to review the RFP's submitted by formal bid on the following properties: 7 Bartlett Street, 68 Jones Avenue and 11 Walker Avenue. Second by **Kevin Morissette**.

**VOTED:** 7-0 (Passed).

Note: The intent of the above motion is for the City Council not to make a final decision to accept a bid, proposal, or offer to purchase City-owned property until the Planning Board reviews and provides a recommendation for the Council's consideration on the offers received.

c: Ed Barrett, City Administrator  
Planning Board Members



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

**Order, Authorizing the Foreclosure and Sale of Real Estate Located at 11 Walker Avenue and Land Located at 68 Jones Avenue and 7 Bartlett Street.**

**WHEREAS**, the owner, Mary L. Cummings, failed to pay her 2011 real estate taxes on a timely basis at 11 Walker Avenue (Book 8180 Page 256, Parcel 00-007324) in the amount of \$7,358.01; and

**WHEREAS**, the owner, Corilda Paradis, failed to pay her 2011 real estate taxes on a timely basis at 68 Jones Avenue (Book 8181 Page 202, Parcel 00-007807) in the amount of \$1,299.33; and

**WHEREAS**, the owner, Corilda Paradis, failed to pay her 2011 real estate taxes on a timely basis at 7 Bartlett Street (Book 8181 Page 203, Parcel 00-007808) in the amount of \$2,542.42; and

**WHEREAS**, real estate tax liens were recorded on June 17, 2011 and matured on December 17 2012, in the amounts noted above; and

**WHEREAS**, the owners and/or their representatives have no desire to pay the outstanding taxes;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON** that the City Administrator take the necessary steps to foreclose on and take possession of 11 Walker Avenue, 68 Jones Avenue, and 7 Bartlett Street.

**BE IT FURTHER ORDERED, THAT** the City Administrator is authorized to place these parcels for sale to the general public using a formal bid process and subject to a positive recommendation by the Planning Board that these parcels should be disposed of and the release of the parcel at 7 Bartlett Street by the Public Works Department which is currently using it as a staging area for the Oak Street Sewer Separation Project. In the event the Planning Board does not provide a positive recommendation on any of these parcels, those parcels shall be returned to the City Council for consideration of the Planning Board's action.



## 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

**SUBJECT:** **Foreclosed Parcels**

**DATE:** November 12, 2013

The City has two parcels of vacant land and one residential property where tax liens matured on December 17, 2012. Those holding Power of Attorneys to act on behalf of the owners have expressed no objection to the City foreclosing and taking possession of these properties.

In accordance with City Policy #92, *Properties with Matured Tax or Sewer Liens*, the Tax Collector sent a 30-day matured lien demand letter to the property owners, through their Power of Attorneys, on October 3, 2013. The City received no response back from the owner/Power of Attorney of the Paradis parcels. The niece/Power of Attorney for Mrs. Cummings has indicated she has no intention of paying the back taxes and is aware of the City's plan to acquire the land.

The specific detail of each parcel is noted in the following table:

Address	Owner	Assessed Value	Total Due	Matured Tax Liens	Last Pymt. Date
11 Walker Ave. - Land	Mary Cummings	\$32,640			
11 Walker Ave. - Bldg.	Mary Cummings	\$39,440	\$7,358.01	FY2011	08/08/2013
68 Jones Avenue	Corilda Paradis	\$10,080	\$1,299.33	FY2011	12/09/2011
7 Bartlett Street	Corilda Paradis	\$21,000	\$2,542.42	FY2011	12/09/2011

All parcels are relatively small, but there is some interest by the abutting property owners to purchase the vacant land. The Walker Avenue residential parcel is the largest at .6 acres, followed by 7 Bartlett Street at .21, and 68 Jones Avenue at .12 acres.

It has been the City's goal not to serve as a property manager for tax acquired property and to offer these parcels for sale in accordance with the prescribed *Property Disposition Policy* (Policy #38). The requested City Council action is to approve an order allowing staff to tax acquire all three parcels outlined above and sell 11 Walker Avenue, 68 Jones Avenue, and 7 Bartlett Street using a formal bid process. If approved, the process of selling 7 Bartlett Street

will not begin until the Public Works Department releases the property since it is currently in use as a staging area for the Oak Street Sewer Separation Project.

Once Council action is taken on November 19<sup>th</sup>, the Planning Board will take action on November 25<sup>th</sup>. If affirmative votes are received by both boards, the Director of Budget and Purchasing will advertise the parcels for sale in through a sealed formal bid process. Advertisements will be placed in the local paper, and real estate brokers and abutting property owners will be notified. The City Administrator will bring the bid results back to you for award.

Should the Planning Board recommend against selling any property, that property will be brought back before the City Council for further discussion.

Please feel free to contact me if you have additional questions or comments.

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2013

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 13**

**SUBJECT:**

Order authorizing the City Administrator to transfer a portion of the property at 237 Summer Street Rear (0.56 acres) to Riverside Cemetery as part of the agreement for the easement allowing the Riverside Greenway Bicycle/Pedestrian Facility.

**INFORMATION:**

The City Council is requested to approve a transfer of ownership of a small city owned property off of Riverside Drive to the Riverside Cemetery. This is in exchange for an easement across cemetery property to accommodate the construction of the Riverside Greenway Bike Pedestrian Path. Please see the attached memorandum from City Engineer Richard Burnham for additional details.

**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 transfer a portion of the property at 237 Summer Street Rear (0.56 acres) to Riverside Cemetery as part of the agreement for the easement allowing the Riverside Greenway Bicycle/Pedestrian Facility.



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



**Order,** Authorizing the City Administrator to transfer a portion of the property at 237 Summer Street Rear (0.56 acres) to Riverside Cemetery as part of the agreement for the easement allowing the Riverside Greenway Bicycle/Pedestrian Facility.

Whereas, Maine DOT supports and has funded the Planning, Engineering, Permitting Right-of-Way acquisition and construction of the Riverside Greenway Bicycle/Pedestrian Facility project (Project Identification Number PIN 11848); and

Whereas, the City Council approved the local 20% share of the project on June 21, 2011 and funds are available in account 790 7907714; and

Whereas, the City Council authorized the City to negotiate and accept easements for the Riverside Greenway Bicycle/Pedestrian Facility project at its meeting on June 18, 2013; and

Whereas, during negotiations, representatives of Riverside Cemetery expressed a desire to obtain the City owned property abutting their property as part of the compensation for the project's easement; and

Whereas, the negotiated transfer of the 0.56 acres is reasonable compensation for the easement across 1.14 acres of Cemetery property; and

Whereas, the easement descriptions were prepared by the City and reviewed and approved by the Maine DOT; and

Whereas, the City's legal counsel has reviewed and approved the Quitclaim Deed for the transfer of the property; and

Whereas, the Planning Board reviewed and approved a favorable recommendation to dispose of the property at their meeting on December 9, 2013; and

Whereas, the City Council must authorize acceptance and disposal of any City owned property;

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

The City Administrator or his designated representative is authorized to transfer a portion of the property at 237 Summer Street Rear (0.56 acres) to Riverside Cemetery as part of the agreement for the easement allowing the Riverside Greenway Bicycle/Pedestrian Facility to cross their property.



## Department of Public Works

David A. Jones, PE  
Director



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**DATE:** December 5, 2013

**TO:** David A. Jones, PE, Director

**FROM:** Richard C. Burnham, PE, City Engineer

**SUBJECT:** City Property Transfer to Riverside Cemetery

I respectfully request that the City Council transfer ownership of a small City owned property off Riverside Drive to the Riverside Cemetery. The City is negotiating for an easement to construct the Riverside Greenway Bike Pedestrian Path. The easement is approximately twenty-three hundred (2,300) feet long for the construction of a ten (10) foot wide bike/ped path. This City parcel would be compensation to the Cemetery for the easement. During negotiations with the Cemetery, they expressed a desire to acquire this slice of land to complete access to a parcel they own on the other side of the City property. The property description is attached with a map showing the parcel to be transferred to the Cemetery.

The Riverside Greenway is an MDOT project administered by the City to provide a paved bike pedestrian path from Sunny Side Park, located at the intersection of Winter and Whipple Streets, along the river to Tall Pines Drive. The path is sixty-six hundred (6,600) feet long. The project has received construction funding from MDOT in the amount of \$1,020,000 (the City share of 20% is in place) and is planned for 2014. All local and state permits are in hand and right of way acquisition is nearly complete.

This project has been long in the making and is a very popular and anticipated project. Not only is it recreational, but more importantly it provides a transportation link between the downtown and residential properties and commercial opportunities in the outer Main Street area.

Upon completion of this project, the bike/ped link between Simard Payne Park along Main Street to the trail head of the Riverside Greenway to College Street and back to Simard Payne Park will be much closer to completion. These plans have been in place for 20 years and their progress and success can be attributed to this planning and incremental implementation of the plan.

**QUITCLAIM DEED**  
**WITHOUT COVENANT**  
**STATUTORY SHORT FORM**  
**TITLE 33, §775**

**CITY OF LEWISTON**, a body corporate and politic in Androscoggin County, Maine, with a mailing address of 27 Pine Street, Lewiston, ME 04240, for consideration paid, releases to the **RIVERSIDE CEMETERY ASSOCIATION**, of Lewiston, ME 04240, a certain lot or parcel of land with the buildings thereon situated in the City of Lewiston, County of Androscoggin, and State of Maine, more fully described in Exhibit A, attached hereto and made a part hereof. A sketch plan of the parcel is attached as Exhibit B.

DATED: December \_\_\_\_\_, 2013

CITY OF LEWISTON

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

STATE OF MAINE  
COUNTY OF ANDROSCOGGIN

December \_\_\_\_\_, 2013

Personally appeared the above-named \_\_\_\_\_,  
for the City of Lewiston and acknowledged the above instrument to be his/her free act and deed and the free act and deed of the City of Lewiston.

Before me,

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

\_\_\_\_\_  
(Print Name)

## Exhibit A

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

Beginning at a point on the north terminus of Summer Street and the intersection of the westerly property line of land now or formerly of the City of Lewiston conveyed by deed dated March 15, 1860, recorded in Book 26, Page 203;

Thence in a northeasterly direction along the westerly sideline of land of said City of Lewiston to the northerly most corner of land of said City of Lewiston;

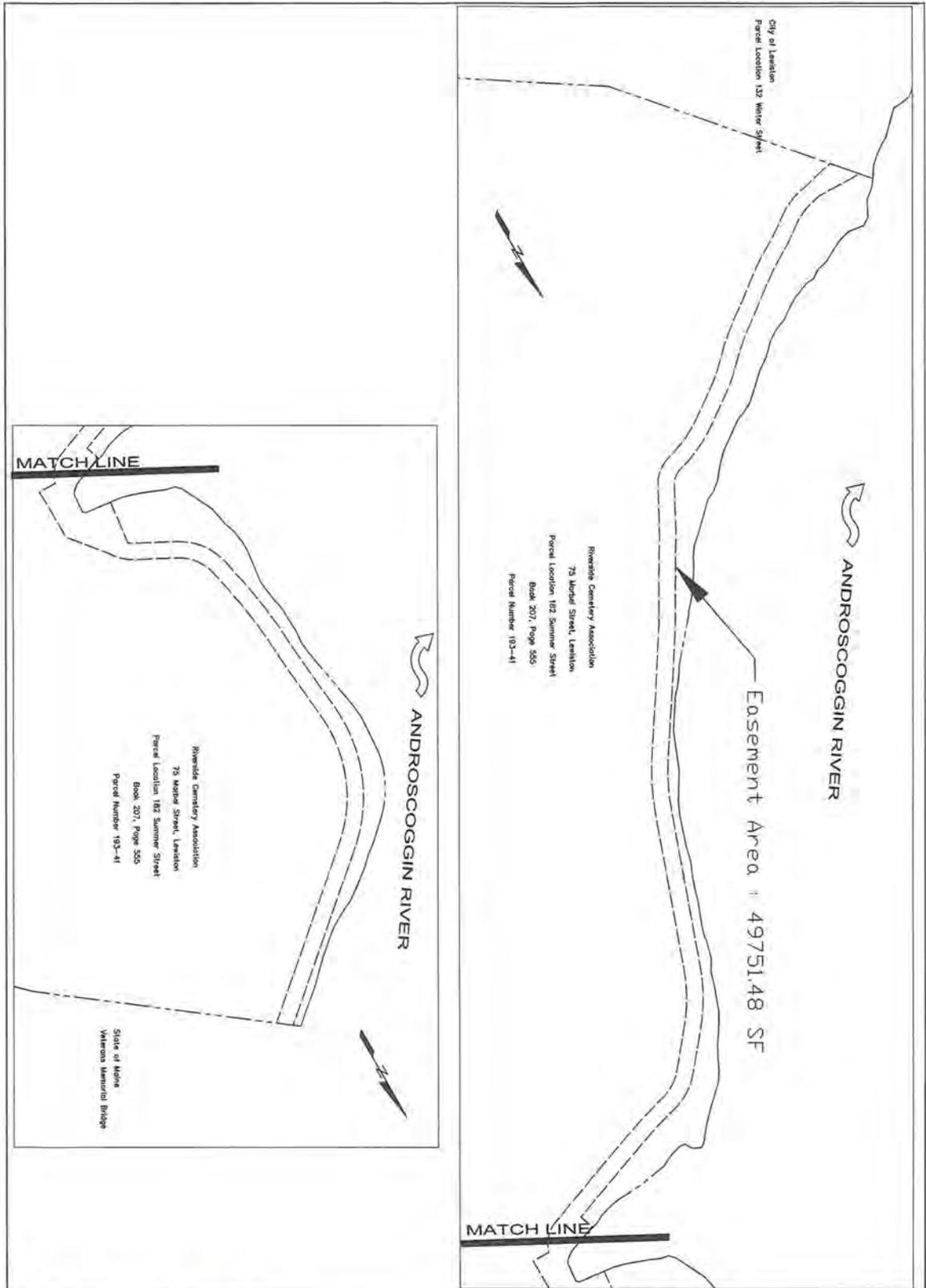
Thence in a southeasterly direction along northerly sideline of land of said City of Lewiston to a point marking the northwest corner of land now or formerly of Riverside Cemetery Association conveyed by deed in Book 2195, Page 206;

Thence in a southwesterly direction along the easterly sideline of land of said City of Lewiston and westerly sideline of said Riverside Cemetery Association to a point marking the westerly most corner of land of said Riverside Cemetery Association;

Thence continuing in a southwesterly direction to a point which would intersect a line extended to the southeast from the line of the northerly terminus of Summer Street;

Thence in a northwesterly direction along the line so extended, to the northerly line of the Summer Street terminus, and to the point of beginning.

Meaning and intending to convey a portion of the property conveyed to the Inhabitants of the Town of Lewiston by deed from Sarah Wakefield dated March 15, 1860 and recorded in Book 26, Page 203.



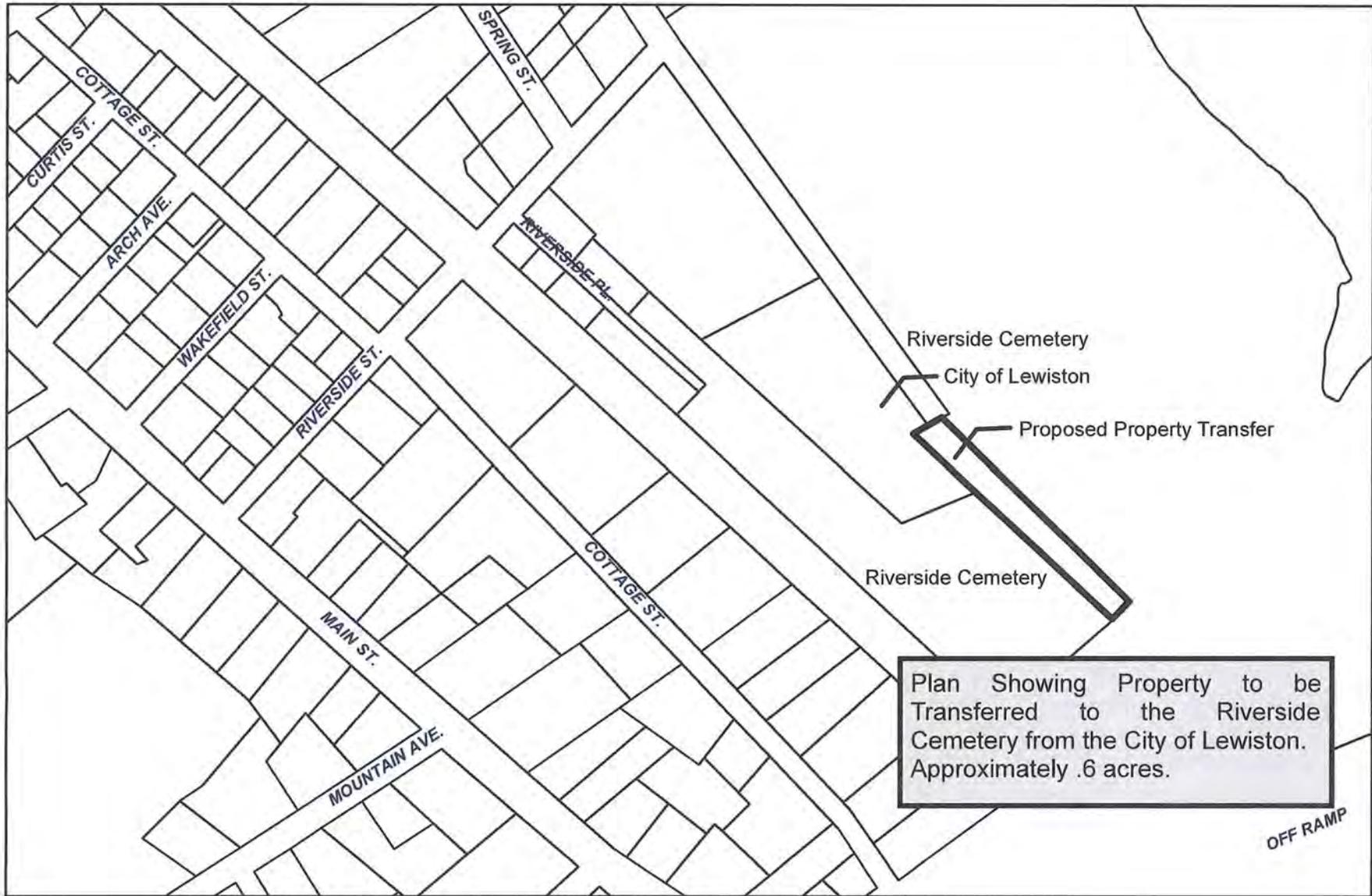
Field Book/Data Collector Files	Rev.	Desc.	Drawn	Date

**Lewiston**  
 DEPARTMENT OF PUBLIC SERVICES  
 DIVISION OF ENGINEERING  
 100 MARKET AVENUE, 2ND FLOOR  
 LEWISTON, MAINE 04243-0478  
 TEL: 207-535-8300 FAX: 207-534-8801

**State of Maine**  
 Veterans Memorial Bridge

**RIVERSIDE GREENWAY  
 BICYCLE/PEDESTRIAN FACILITY (PHASE II)  
 EASEMENTS (RIVERSIDE CEMETERY)**

Drawn: JE    Survey: GSB    Design: JE    Check: d



Plan Showing Property to be Transferred to the Riverside Cemetery from the City of Lewiston. Approximately .6 acres.



City of Lewiston  
Planning & Code Enforcement  
Gil Arsenault, Director



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## MEMORANDUM

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**To:** City Clerk's Office  
City Council Members

**From:** David Hediger

**Date:** December 11, 2013

**Subject:** Planning Board Action

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The Planning Board took the following action at their public meeting held on December 9, 2013 regarding the disposition of City owned property at 237 Summer Street Rear.

The following motion was made:

**MOTION:** by **Michael Marcotte** pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the disposition of a portion of 237 Summer Street Rear to Riverside Cemetery in exchange for an easement approximately twenty-three hundred (2,300) feet long for the construction of a ten (10) foot wide bike/pedestrian path across 192 Summer Street. Second by **Kevin Morissette**.

**VOTED:** 6-0 (Passed).

c: Ed Barrett, City Administrator  
Planning Board Members

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

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 14**

**SUBJECT:**

Order Authorizing the City Administrator to Execute a Collective Bargaining Agreement with the Police Supervisory Command Unit.

**INFORMATION:**

The City Council is requested to ratify a one year agreement with the Lewiston Police Supervisory Command Unit which represents the supervisory personnel of the police department.

This agreement is for the period of July 1, 2013 to June 30, 2014.

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

The City Administrator recommends approval of the requested action.

*E. H. Blum*

**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 Collective Bargaining Agreement between the City of Lewiston and the Lewiston Police Supervisory Command Unit, said agreement being for the period of July 1, 2013 to June 30, 2014.



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



**Order,** Authorizing the City Administrator to Execute a New Collective Bargaining Agreement with the Police Supervisory Command Unit.

Whereas, the City and the Police Supervisory Command Unit representatives have worked diligently over the last two years to develop a new collective bargaining agreement; and

Whereas, all who participated in the development of the Police Supervisory Command Unit collective bargaining agreement believe that all sides have produced a contract which is sensitive to the current economic climate and reflects the organizational goals and objectives of both the city and the Police Supervisory Command Unit;

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

The City Administrator is authorized to execute the new FY 2014 Police Supervisory Command Unit collective bargaining agreement and is authorized to approve any final administrative and non-substantive amendments as needed.



The Office of  
Deputy City Administrator  
Phil Nadeau  
27 Pine Street • Lewiston, Maine • 04240  
Tel. 207-513-3121, Ext. 3201 • Fax 207-795-5069  
Email: pnadeau@lewistonmaine.gov



## MEMORANDUM

<b>TO:</b>	<b>Mayor and City Council</b>
<b>FROM:</b>	Phil Nadeau, Deputy City Administrator & Chief City Negotiator
<b>DATE:</b>	December 17, 2013
<b>RE:</b>	<b>Proposed Police Supervisory Command Unit Contract</b>

### 1. BACKGROUND

The city has been working for the last two years with the Police Supervisory negotiating team to develop the enclosed proposed contract. The Police Supervisory membership voted to support the contract. Notable features of the proposed contract are as follows:

- Contract for one year: FY2014,
- COLA adjustments: FY 2014 – 1.5% - effective 7/1/13
- Cell phone stipend: \$30 – effective upon contract signing
- Required use of web based calendar for Health Care Educator scheduling
- Ability to convert up to 3 days of sick time to personal days each calendar year

### 2. RECOMMENDED ACTION

To approve the proposed contract.

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

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 15**

**SUBJECT:**

Resolve authorizing a 1.5% Salary Scale Adjustment for Non-Union Employees.

**INFORMATION:**

This adjustment to the non-union salary scale reflects a similar change recently negotiated for a city bargaining unit and recognizes the on-going commitment of these employees to the City of Lewiston during a time when the City has reduced staff and faced challenges to maintain public services.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve authorizing a one and one half percent salary scale adjustment for non-union employees.



**City of Lewiston Maine  
City Council Resolve  
December 17, 2013**



**Resolve,** Authorizing a 1.5% Salary Scale Adjustment for Non-Union Employees

Whereas, the City has reached a temporary agreement with a city bargaining unit which provides that group with a 1.5% salary scale adjustment for FY 14; and

Whereas, only minor adjustments have been made to the salary scale for the City's non-union personnel in recent years; and

Whereas, a salary scale adjustment recognizes the on-going commitment of these employees to the City of Lewiston during a time when the City has reduced staff and faced challenges to maintain public services;

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

There is hereby authorized a one and one half percent (1.5%) general pay adjustment to the established City Pay Plan for non-unionized employees; and

BE IT FURTHER RESOLVED THAT this adjustment shall be effective as of the first pay checks issued for FY 14.