

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
MAY 20, 2014**

6:00 p.m. Workshop

- A. Lewiston Capital Improvement Plan - Annual Bond Authorization
- B. Easements associated with the ARGO project

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Lewiston Youth Advisory Update

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

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 3.

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. Amendment to the Traffic Schedule regarding loading zones on Commercial Street.
- * 2. Order authorizing the City Administrator to execute Amendment 2 to the Lease with Casella Recycling, LLC to construct a roof structure and add steel plates to reinforce the collection area within the drop-off area at a cost to the City of \$100,500.
- * 3. Order authorizing the City Administrator to execute an easement with the Lewiston House of Pizza to allow placement of a dumpster on city property.
- * 4. Order authorizing the City Administrator to enter into a Joint Development Agreement with AGORA, LLC regarding redevelopment of the former St. Patrick's Church.

REGULAR BUSINESS:

- 5. Public Hearing for approval of outdoor concerts in conjunction with the Great Falls Brewfest at Simard Payne Park.
- 6. Public Hearing and First Passage for an amendment to the Conditional Rezoning Agreement for 33 Roger Street.
- 7. Adoption of City Policy regarding Multifamily Energy Efficiency Loan Program.
- 8. Final Budget Public Hearing for the Fiscal Year 2015 Municipal Budget.
- 9. Resolve approving the Final Adjustments to the Fiscal Year 2015 Municipal Budget.
- 10. Adoption of Municipal Budget Appropriation Resolve for Fiscal Year 2015.
- 11. Resolve authorizing the use of \$1,429,062 from the General Fund Unassigned Fund Balance for Capital Outlay purchases and other one-time costs.

12. Order authorizing the City Administrator to provide city services and funding for City Non-Profit Organization Activities in accordance with the FY2015 City Council approved list.
13. Resolve authorizing the use of \$2,500 from the Farrar Fund for expenses related to basic necessary services.
14. Order authorizing application and acceptance of funds from the U.S. Department of Justice - Edward Byrne Justice Assistance Grant Program.
15. Condemnation Hearing for the building located at 28 Wakefield Street.
16. Condemnation Hearing for the building located at 60 Howe Street.
17. Reports and Updates.
18. Any other City Business Councilors or others may have relating to Lewiston City Government.

LEWISTON CITY COUNCIL
WORKSHOP AGENDA
TUESDAY, May 20, 2014
6:00 P.M.

1. Lewiston Capital Improvement Plan – Annual Bond Authorization

On an annual basis shortly after the adoption of the City's budget, the Council considers a bond order to fund capital projects for the coming year. We anticipate that formal Council action will be taken on a bond order at the June 6th meeting. In preparation for that meeting, we would like to review the projects initially recommended for bond funding in the LCIP; how those recommendations have changed as the budget process moved forward; and which projects should be included in the City's bond package. Please see the attached information, including background on the replacement of Engine 6 which has been a matter of some interest during the budget process.

2. Easements Associated with the ARGO project

As a part of its project on Lisbon Street, ARGO and the City agreed to provide certain easements in Dufresne Plaza to allow ARGO to perform exterior maintenance on their building and to permit the use of a portion of the City's property for outside dining. On May 21, 2002, the Council approved easements across the Plaza for egress to and from the building as well as for a café for outdoor dining extending 15' into the Plaza. Those easements were initially granted to a former owner; however, upon additional research, it appears that the easements were never recorded in the County registry. Now that a new owner is in place and the need for these easements continues, we will be bringing them forth for your approval. On a related matter, the new owner has completed a boundary and title survey of the property which has resulted in a number of apparent encroachments and title issues with respect to the existing building footprint, Dufresne Plaza, and Park Street Alley. New easements are being requested to address these discrepancies. We will have more information on this at the meeting. ARGO is in the process of closing on some permanent financing in June and needs to resolve any of these issues before closing. As a result, we wanted to brief you on them in advance to ensure that things move forward expeditiously



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: FY 15 Bond Authorization
May 14, 2014

Following the adoption of the annual budget, the City Council separately considers bond authorizations for the coming year. This process begins with the presentation of the City's five year capital improvement plan (the LCIP) in March, the recommendations of which are frequently modified as the operating budget process unfolds.

The LCIP called for \$7,075,000 in bond authorizations for a variety of projects. Under the City's bond limit ordinance, a super majority of the Council is required to approve bonds in excess of the average of the last three years principal repayments. For FY 15, the limit is \$6,330,493. Please also see the LCIP recommendations made by the Finance Committee and Planning Board.

The first adjustment to the proposed bonding appeared in the budget message accompanying the proposed FY 15 municipal budget. That message recognized that we are now in the sixth year of flat to declining revenue growth and concluded that these circumstances were unlikely to change in the near future. Recognizing the constraints on the annual budget, the bonding amount was reduced to \$1,803,000 in an effort to control the impact of future debt service on the operating budget. Only projects that would result in future year savings, were deemed absolutely essential, or addressed a significant City priority were recommended for funding. Other projects were either deferred to future years or moved from bonding to fund balance.

The final adjustment occurred late in the budget process over concerns regarding the level of unassigned fund balance likely to be used for capital and one time expenditures in FY 15. At one point, this exceeded \$2.3 million. Based on this concern, \$877,000 in street paving was shifted from fund balance to bonds, reducing the use of fund balance to \$1.4 million.

The bond authorization now proposed would be in the amount of \$2,707,000. This is 42.8% of the bond limit or 34.2% of the average of our last three years' principal payments.

There has also been interest expressed during the budget process to restore \$575,000 in bonds to replace Engine 6. (See attached information from Chief LeClair.) Should the Council wish to do so, this would increase the authorization to \$3,282,00, 51.8% of the bond limit or 41.5% of the three year average principal payment.

Please see the detail on the attached spreadsheet.

Following direction from the Council at this workshop, staff will prepare and place the necessary public notices and a bond order for Council action at your regular meeting of June 3, 2014.

FY 2015 LCIP

	LCIP Proposed	FY 15 Budget	Comments
City:			
Purchase of Existing Hangar	1,100,000	0	City to Lend to Airport
Riverfront Island Master Plan Imp.	500,000	250,000	Completes Next Phase
Engine 6 Replacement	575,000	0	Defer
Parking Garage Signs	60,000	0	Defer
PW Wash Facility	450,000	0	Defer
Road Rehab	575,000	575,000	
Cedar St. Traffic/Bike/Ped. Improve.	100,000	0	Seek ATRC/State Funding
Bartlett St Rehab (MDOT Local Share)	150,000	150,000	
Signal Upgrades (MDOT Local Share)	50,000	50,000	
Retrofit Downtown Street Lights	240,000	240,000	
Pettingill Park	65,000	0	Friends to Raise Funds
Marcotte Playground Imp.	75,000	0	Pending Fundraising Effort
Vehicles - 21	1,991,000	0	Partially Funded from Fund Balance
Street Paving	0	877,000	Moved from Fund Balance to Bonds
City Subtotal	5,931,000	2,142,000	
School:			
Martel Site Work - 2 Portables	89,000	0	Withdrawn by School Committee
Farwell 8 Portable Classrooms	490,000	0	Withdrawn by School Committee
LHS Ventilation	177,000	177,000	
Financial Software Conversion	150,000	150,000	
Montello School Restrooms & Flooring	238,000	238,000	
School Subtotal	1,144,000	565,000	
Total	7,075,000	2,707,000	42.8% of bond limit; 34.2% of 3 year average principal payment
Add Engine 6 Replacement		575,000	
New Total		3,282,000	51.8% of bond limit; 41.5% of 3 year average principal payment

3 year average principal repayment: \$7,913,116

FY 15 Bond Limit @ 80%: \$6,330,493



City of Lewiston Finance Department

Norman Beauparlant, Director of Budget/Purchasing



February 10, 2014

The Honorable Robert Macdonald, Mayor
And Members of the City Council
City Hall
Lewiston, Maine 04240

Dear Mayor and Members of City Council:

At a meeting of the Finance Committee held on February 10, 2014 the Committee took the following action relative to recommendation of the FY2015 Capital Improvement Program:

On motion of Councilor Christ, seconded by Mr. Reed it was

VOTED:

The Finance Committee has reviewed the Fiscal Year 2015 Lewiston Capital Improvement Program. The Finance Committee recognizes that this document is a long term planning tool utilized by the City Council and Administration, and that all projects are subject to the scrutiny of the budget process. If projects as requested are approved, including the Administrator's recommendation and School Department recommendations, the proposed FY15 bond authorization amount would exceed the 80% bond issue authorization limitation as established by City Ordinance (Chapter 2, Article II, Section 2-34: Council action on bond authorization).

The purpose of the 80% limit is to aggressively reduce our heavy long term debt while minimizing the impact on the current year. Whereas the City of Lewiston overrode the limit by 188% just two short years ago, thereby dissolving any gradual gains, we urge the Council to hold the line this year.

Further, the Committee expresses concern about the level of debt service carried in each of the Enterprise Funds as the rate and fee structures impact the personal budgets of Lewiston residents as much as the General Fund does with its mil rate and tax structure and the school side borrowing to be carried by the property taxpayers of the City of Lewiston. Therefore, we would recommend that City Ordinance (Chapter 2, Article II, Section 2-34: Council action on bond authorization) be revised to include provisions aimed at reducing debt separately in each category: municipal debt, school debt supported by the property tax, and Enterprise Fund debt.

The Finance Committee wishes to commend the staff and administration of the City for the recent work in refinancing the outstanding debt as had been recommended in last year's LCIP review. We urge the City to continue those efforts as the opportunities present themselves. We also recommend the utilization of the unallocated balances in future bonds should first be used

to reduce the principal outstanding before considering additional purchases not previously requested or indicated. We also ask that scrutiny be given to the amounts requested as we often see significant changes in estimates versus actual purchases, creating many of these unallocated fund balances.

We encourage City management to be prudent in spending of funds and focus on core services and those items deemed necessary at this time. Exceptions should be made where continued use of existing property would be more expensive in terms of operations and maintenance than the cost of purchasing new.

VOTE: 5-0

Sincerely,

Norman J. Beauparlant, Clerk
Finance Committee





CITY OF LEWISTON



Department of Planning & Code Enforcement

To: Honorable Mayor and Members of the City Council
From: David Hediger
Date: February 13, 2014
Subject: Planning Board Action: FY2015 LCIP

On February 10, 2014 the Planning Board voted unanimously (7-0) to send a favorable recommendation for the City Council's consideration the adoption of the FY 2015 LCIP, subject to the following recommendations:

1. To not fund the purchase of the existing Aircraft Hangar.
 - Given the price, the Board did not support ownership of this structure, citing concerns with possible future leases, overhead and maintenance of this structure.
2. To add \$150,000 to the LCIP for FY 2015 for implementation of the Comprehensive Plan, including if appropriate and available, consideration of hiring additional staff to assist with the plans implementation.
 - This request for funding was inadvertently left out of the bound version of the LCIP and has been presented as an additional request to the overall plan. The Board agreed that assistance is needed for implementation upon the adoption of the plan. Some Board members suggested the funding be used to hire additional staff instead of a consultant to assist the city with implementation.
3. To withhold funding for improvements to Pettingill Park.
 - This recommendation was followed by a separate unanimous motion outside of the LCIP discussion that the Council withholds any action on the use of the Pettingill site until adoption of the new comprehensive plan. The initial draft of the comprehensive plan places an emphasis on infill development (redeveloping existing buildings and new development on existing vacant lots) and discourages development in rural areas. The draft also focuses on creating walkable neighborhoods with open space and recreation amenities available for neighborhoods and the entire community. There was discussion amongst the Board as to whether the entire site should be subdivided for single family homes, if some open/park space should remain, or whether the entire site should become a park. It was also noted the playground equipment from the school remains in place and to some extent functions as a park now.
4. To reduce the City share of funding for FY 2015 for acquisition and demolition from \$400,000 to \$300,000.
 - The Board generally agreed that dangerous and blighted structures should continue be demolished. The use of funds for acquisition was debated with some Board members expressing concern that the City has either made unnecessary purchases, paid too much, and/or should avoid being involved with real estate. Others recognized acquisitions may support future development. Overall, it was

May 1, 2014

To: City Administrator Ed Barrett

From: Chief Paul LeClair

Below please find the breakdown of cost associated with the Replacement, Refurbishment and or Repair of Lewiston Engine #6, a 1988 E-One Fire Pumper.

Information regarding Engine #6

- Purchased in 1988 for \$190,000
- Currently has 115,000 road miles
- In service as a frontline unit 1988 to 2004 (16 years)
- In service as the department reserve unit 2004 to present (10 years)
- Previously budgeted body work not funded due to scheduled replacement
- Previously budgeted pump overhaul not funded due to scheduled replacement
- No ability to flow firefighting foam

Replacement: RECOMMENDED

The recommendation is to purchase a new pumper that would be assigned to the Sabattus St. Sub Station. The unit assigned as Engine #4 would become the reserve pumper. The 1988 pumper (engine #6) that is currently the reserve unit would be sold or auctioned.

Vendors:

- Greenwood Emergency Vehicles is the E-One Fire Apparatus Vendor for New England.
- Minuteman Emergency Vehicles is the Pierce Apparatus Vendor for New England.

Price Range:

- Custom Fire Pump: \$425,000 to \$525,000

Additional Equipment needs: Master Stream Deck gun for large volume water flow applications, Emergency Scene Lighting, Extrication Equipment Hydraulic Reels, Compressed air foam capability.

- Add \$25,000 to \$50,000 based on options selected.

Total: \$450,000 to \$575,000

Refurbishment: NOT RECOMMENDED

A refurbishment is essentially a complete overhaul of the unit and this is normally completed at the ½ life of the unit (15 year period). This type of investment should be considered when the unit will be maintained as a front line unit beyond the 15 year mark. The amounts below are to refurbish Engine #6. Engine #6 is 26 years old.

- Cab and Chassis: \$90,000 to \$150,000
- Engine and Transmission: \$25,000 to \$35,000
- Pump overhaul: \$8,500 to \$9,500, additional work on bearings and seals add \$1,000

Total: \$125,000 to \$200,000

Note: We have been making this type of investment in Engine #3 and have been funding the project as part of the operational budget for FY12, FY13, and FY14. To date we have completed the body work, ladder refurbishment and other large maintenance items on Engine #3. The Ladder swivel replacement for Engine #3 will be funded by fund balance FY14.

Repair: NOT RECOMMENDED

Bodywork and Pump overhaul Estimate Provided by Northeast Emergency Apparatus of Auburn, Maine. Engine and Transmission Overhaul estimate provided by New England Detroit Diesel of Westbrook, Maine.

Body Repair: to address visible corrosion on the 1988 E-One Pumper Engine #6 assigned as the Reserve pumper:

- \$15,000 with additional cost expected

Pump Overhaul:

- \$8,500 to \$9,500
- \$1,000 additional work on bearings and seals

Engine Overhaul:

- \$18,500

Transmission Service:

- \$1,000.00

Total: \$44,000 to \$45,000



530 JOHN DIETSCH BLVD.
NO. ATTLEBORO, MA 02760
Phone: (508)695-7138 Fax: (508)695-9047
www.GreenwoodEV.com

Chief Paul LeClair
Lewiston Fire Department
24 Pine Street
Lewiston, Me. 04240

April 25, 2014

RE: Refurbishment of Engine 6

Dear Chief LeClair,

Thank you for the opportunity to meet with your staff to discuss the feasibility for the refurbishment of your 1988 Emergency One Pumper.

First, I would like to share a bit of information regarding my background and qualifications. I have had the privilege of working in the emergency vehicle repair field for the past 26 years. In that time I have been involved in many refurbishments and other diverse projects related to fire apparatus. Although I hold a position in management, I feel proper qualifications are essential in making decisions and recommendations related to the repair of emergency vehicles. Therefore, I constantly pursue field related training and maintain certifications as a Master EVT and Master ASE truck technician. I have also acquired a certificate from the State of Massachusetts and Emergency One for performing vehicle appraisals. (See attached certificates)

I commend your efforts in researching this project as the refurbishment of an apparatus can be a highly beneficial alternative to apparatus replacement when done under the right circumstances. Especially when considering that new custom pumpers are pricing out in the \$425-525k range, I agree that researching a refurbishment option is a fiscally responsible and worthwhile process.

Regarding your Engine 6, I have reviewed the available documentation and performed an inspection of the apparatus and respectfully see the following challenges in proceeding with a refurbishment on this apparatus for the following reasons:

- a) The apparatus is 26 years old and has past its intended front line service life. The NFPA 1911, Annex D standard for apparatus refurbishment and front line service life states;

“It is recommended that apparatus manufactured prior to 1991 that are less than 25 years old, that have been properly maintained, and that are still in serviceable condition should be placed in reserve status and upgraded to incorporate as many features as possible of the post-1991 fire apparatus (see Section D.3). Apparatus that are not manufactured to the applicable NFPA fire apparatus standards or that are over 25 years old should be replaced.”



530 JOHN DIETSCH BLVD.
NO. ATTLEBORO, MA 02760
Phone: (508)695-7138 Fax: (508)695-9047
www.GreenwoodEV.com

- b) The cost of refurbishment and making reasonable efforts to comply with NFPA safety standards would far exceed the apparatus' value. Furthermore, lately many used apparatus brokers will not provide a trade-in quote for any pre-1991 manufactured apparatus. Which would indicate that performing a refurbishment to the apparatus would provide little to no added value at its eventual trade-in or sale. For your consideration and based on past similar refurbishment projects I would estimate the refurbishment of this apparatus at \$90,000-150,000 dollars and with every indication to be at the high end of that average. A detailed refurbishment budget value can be provided after a thorough shop based inspection and a detailed objectives list is generated.
- c) Road treatment chemicals have affected the apparatus' chassis components which should be repaired, and treated in order to achieve an extended service life effort.
- d) The vehicles engine and transmission are 26 years old. Although the mileage may be relatively reasonable, the apparatus' use is considered severe service by industry standards. An estimated motor/trans overhaul would cost in the area of \$25-35k. However this engine is no longer in production and parts are becoming increasing difficult to attain through the OEM which could drive rebuild costs up even further.
- e) Due to its age, the apparatus lacks compliance with modern standard DOT and NFPA safety standards which is a point of potential liability should a firefighter become injured. Features such as three point seat belts, collision air bags, ABS brakes, friction step surfaces, and improved emergency & task lighting were not available when this apparatus was originally purchased.

As mentioned above, refurbishment makes sense "when done under the right circumstances". Unfortunately, I do not feel that your Engine 6 meets this criterion. Respectfully, mechanical devices have a finite life expectancy and trying to extend that life beyond what was originally designed I feel would not in the best interest of the city of Lewiston. I hope this information helps as you research your best course of action.

Once again, thank you for the opportunity and please feel free to call me should you have any questions!

Respectfully,

John Regan

John Regan
Vice President
Greenwood Emergency Vehicles, Inc.
(508)809-9812 office
(508)930-0722 cell
JRegan@GreenwoodEV.com

Paul LeClair

From: Scott Lake <scottlake@northeastemergencyapparatus.com>
Sent: Friday, April 25, 2014 1:33 PM
To: Paul LeClair
Cc: Ballard Nash; Paul Fournier; Susan Lake
Subject: Engine-6 repair estimates

Chief LeClair,

Ballard Nash asked me to respond as soon as possible with repair estimates covering Engine-6. Given our backlog and the fact that we are somewhat familiar with that truck, we are submitting rough estimates for your initial review and are willing to respond with more detailed estimates if you are interested.

The two areas of concern addressed in this document are the pump (for overhaul) and body repairs.

Overhauls of similar pumps at NEA over the last eight years have run between \$7,200 and \$11,500, except for extreme cases when pump housings were beyond repair. Typical overhaul costs have been about \$8,500 to \$9,500. This price does not include pump housing replacement or pump transmission overhaul but does include upgrading the pump shift to the newer split shaft design with associated seals.

Pump transmissions have rarely required complete overhauls but if the lower seals are leaking or bearings worn, the bearings and seals of the lower front and rear shafts will have to be replaced. To be safe, add approx. \$1,000 for such transmission repairs.

Regarding the body and as discussed with Ballard, the appearance of any corrosion is indicative of much more corrosion that hasn't reached visible stages yet (typically found under hinges & accessories; at joints and fasteners). Although one might attempt topical repair of visible corrosion, we both know that approach won't address the source of corrosion. Given our collective experiences with this (yours and ours) we highly recommend stripping all body doors and accessories to access corrosion at the hinges, joints, fasteners, etc. and to properly treat and refinish affected areas (For example, a truck that was recently delivered to our shop for corrosion work on seven body doors was found to have severe corrosion under hinges and around fasteners of all 14 body doors, along with issues at lights and accessories where dissimilar metals gave rise to galvanic corrosion). Jobs of this type typically run into the neighborhood of \$15,000 or more. This ballpark price does not include replacement of window glass or accessories and it is not a refurbishment price - it is a price to repair corrosion and refinish the lower body sides and all body doors, with refinishing of the lower portion of the cab. Graphics and striping replacement at affected areas is included.

For reference, depending on the scope of issues uncovered during the refurbishment process, most custom fire truck refurbishments completed here have fallen between \$30,000 and \$60,000. This broad price range does not cover drivetrain repairs (engine, primary transmission, drive shafts, steering components, axles, tires, etc.) but does include most exterior corrosion repair and refinishing, lighting upgrades, lettering and striping and exterior accessories.

Please let me know if you need more information or wish to schedule an apparatus evaluation for more specific pricing.

Respectfully,

Scott

--

Scott Lake, President
Northeast Emergency Apparatus, LLC
440 Washington St. N
Auburn, ME 04210

Ph: (207) 753-0080
T/F: (866) 281-0911
Fax: (207) 753-0090
Cell: (603) 355-0444

s.lake@northeastemergencyapparatus.com
www.northeastemergencyapparatus.com

The information contained in this electronic message and any attachments are for the exclusive use of the intended recipient and should not be further disseminated without the sender's written approval. The sender disclaims responsibility for any un-permitted dissemination. If you believe you have received this message in error, please notify Scott Lake immediately at (603) 355-0444 or reply to

S.Lake@NortheastEmergencyApparatus.com and destroy all copies of this message and any attachments.

Thank you.

POWER PRODUCTS SYSTEMS, L.L.C., DBA
NEW ENGLAND
DETROIT DIESEL-ALLISON

BRANCH: MAINE PP
 QUOTE#: Q023936M

C U S T O M E R Q U O T A T I O N

DATE: 4/30/14
 PAGE 1

44364
 FOR: LEWISTON FIRE DEPARTMENT
 ATTN: ACCOUNTS PAYABLE DEPT.
 2 COLLEGE STREET
 LEWISTON, ME 04240

PHONE: (207) 784-5713
 FAX: (207) 783-6138
 CONTACT: IN FRAME OVERHAUL

08VF117684
 UNIT NO.:
 VIN#:

 COMPLAINT: :IN FRAME OVERHAUL ON AN 8V92
 PER CUSTOMER REQUEST.

CAUSE:

PROPOSAL: THIS PROPOSAL INCLUDES ALL
 LABOR TO PERFORM A IN FRAME OVERHAUL ON
 YOUR 8V-92 ENGINE. THE ENGINE WILL BE
 DISASSEMBLED ALL INTERNAL PARTS CLEANED
 AND INSPECTED. THE ENGINE WILL BE
 REBUILT INSTALLING NEW OR REBUILT
 PARTS, SEE PARTS LIST BELOW.

NOTE QUOTE WILL BE UPDATED UPON
 DISASSEMBLE OF ENGINE IF ADDITIONAL
 PARTS OR MAINTENANCE ITEMS ARE NEEDED
 FOR YOUR APPROVAL.

 QUOTATION SUMMARY:

ITEM#	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
72	23524342 CYLINDER KIT	8	261.25	2090.00
72	05148611 INSERT	8	7.80	62.40
73	R5104501 CONROD ASM	8	44.15	353.20
72	05132383 BOLT	16	4.87	77.92
73	R5149878A CYLINDER HEAD	2	1338.71	2677.42
73	R8927041 BLOWER	1	665.07	665.07
73	R23506623 COOLANT PUMP	1	223.70	223.70
73	R5199560 FUEL PUMP	1	77.39	77.39
73	R5226410 INJECTOR (CNC92)	8	68.89	551.12
72	23533308 PIPE ASSY, LONG	8	6.74	53.92
72	23533307 PIPE ASSY, SHORT	8	6.43	51.44
72	08921085 VALVE ASM, OIL PRESSURE REGULA	1	43.25	43.25
72	08921086 VALVE ASM, OIL PRESSURE RELIEF	1	57.88	57.88
72	05104081 GASKET ROCKER	2	10.64	21.28
1D	05117269 M--GASKET	2	3.42	6.84
72	05117242 GASKET	1	1.48	1.48
72	05167380 GASKET	1	.89	.89
72	05117231 GASKET OIL PAN	1	11.41	11.41

CONTINUED....

POWER PRODUCTS SYSTEMS, L.L.C., DBA
NEW ENGLAND
DETROIT DIESEL-ALLISON

BRANCH:MAINE PP
 QUOTE#:Q023936M

C U S T O M E R Q U O T A T I O N

DATE: 4/30/14
 PAGE 2

44364

FOR: LEWISTON FIRE DEPARTMENT
 ATTN: ACCOUNTS PAYABLE DEPT.
 2 COLLEGE STREET
 LEWISTON, ME 04240

PHONE: (207)784-5713
 FAX: (207)783-6138
 CONTACT: IN FRAME OVERHAUL

 QUOTATION SUMMARY:

* CONTINUED *

72	08923791	GASKET	2	2.79	5.58
72	08923792	GASKET	4	1.47	5.88
72	05199674	GASKET KIT	2	33.87	67.74
72	05149643	GASKET KIT	1	59.47	59.47
72	08922517	HUB BLOWER DR	1	76.10	76.10
72	08922519	HUB	1	58.31	58.31
72	08922634	SHAFT + SPRING ASM	1	88.40	88.40
72	23505398	NUT	10	.62	6.20
72	05104439	WASHER	8	1.85	14.80
72	05102735	CRAB MNFLD	4	2.64	10.56
72	23530411	ELEMENT	1	9.88	9.88
72	23512701	1GAL OIL SAE 40 WT 1240D	8	12.76	102.08
76	23530706	ELEMENT FUEL FILTER SP	1	8.75	8.75
76	23530707	ELEMENT	1	8.93	8.93
72	05117332	GASKET	2	1.32	2.64
1D	23503825	M--THERM 180	2	56.54	113.08
1D	05132155	C--SEAL	2	15.35	30.70
72	17057	TUNE-UP KIT	1	245.12	245.12
72	05117193	RISER GOV	1	17.00	17.00
72	09437108	BEARING	1	12.89	12.89
72	09424121	BEARING	1	12.28	12.28
72	05165221	GASKET	1	.56	.56
72	05150897	LOCKWASHER	1	.42	.42
72	05149572	SHELL SET STD	8	6.45	51.60
72	05149565	SHELL SET STD	5	8.64	43.20
72	05117005	WASHER	4	2.46	9.84
13	NADA1640	RED PAINT	4	7.48	29.92

PARTS TOTAL..... 8118.54

X0	MTU LABOR - 2 CYCLE	1	9200.00	9200.00
----	---------------------	---	---------	---------

99040S	SER SUPPLIES	1	644.00	644.00
99040SQ	EST FOR ADDTL LABOR & MATERIAL	1	450.46	450.46

OTHER CHARGES TOTAL..... 1094.46

CONTINUED....

POWER PRODUCTS SYSTEMS, L.L.C., DBA
NEW ENGLAND
DETROIT DIESEL-ALLISON

BRANCH:MAINE PP
QUOTE#:Q023936M

C U S T O M E R Q U O T A T I O N

DATE: 4/30/14
PAGE 3

44364

FOR: LEWISTON FIRE DEPARTMENT
ATTN: ACCOUNTS PAYABLE DEPT.
2 COLLEGE STREET
LEWISTON, ME 04240

PHONE: (207)784-5713
FAX: (207)783-6138
CONTACT: IN FRAME OVERHAUL

QUOTATION SUMMARY: * CONTINUED *

QUOTATION TOTAL..... 18413.00

(TOTAL DOES NOT INCLUDE APPLICABLE TAXES OR SPECIAL FREIGHT)

CREDIT TERMS: REQUIRES SIGNED QUOTE AND WRITTEN
P.O. TO BEGIN REPAIR.

WARRANTY:

POWER PRODUCTS SYSTEMS LLC; DBA, NEW ENGLAND
DETROIT DIESEL-ALLISON (NEDDA). PROVIDES A (90) DA
WORKMANSHIP WARRANTY. (DETAILS CONTAINED IN
ADDITIONAL TERMS ATTACHED TO THIS QUOTATION).

.....
MTU NEW AND RELIABILIT PARTS CARRY A ONE-YEAR
PARTS AND LABOR MTU PRODUCT LIMITED WARRANTY.
(SEE MTU LIMITED WARRANTY ON MTU NEW AND
RELIABILIT REMANUFACTURED SERVICE REPLACEMENT
PARTS PARCHMENT FOR DETAILS).

.....
THESE WARRANTIES COMMENCE ON THE DATE THE REPAIR
WORK IS INVOICED. NEDDA ASSUMES NO WARRANTY ON
PARTS REUSED (NOT REPLACED) IN CONJUNCTION WITH
THE REPAIR.

PLEASE SEE ADDITIONAL TERMS FOR THIS QUOTATION
ATTACHED.

THE ABOVE QUOTATION IS VALID FOR 30 DAYS AND IS
SUBJECT TO VARIATION FOR INCIDENTALS AND
UNEXPECTED ISSUES. THIS QUOTE TOTAL MAY BE
EXCEEDED FOR "INCIDENTALS" AS DETERMINED DURING

CONTINUED....

LEWISTON FIRE DEPARTMENT
 APPARATUS VEHICLE
 REPLACEMENT SCHEDULE LCIP 2015

APPARATUS STATUS	STATION LOCATION	MFG	YEAR	COST	REPLACEMENT YEAR	PREVIOUS MILAGE 11/01/12	MILEAGE TO DATE 11/1/13	AVERAGE YEARLY MILAGE	REPLACEMENT COST APPROXIMATE	PROJECTED MILEAGE
Engine #4	Sabattus Road	E-ONE	2004	\$ 325,000	2015	69,606	76,476	7,000	\$575,000	120,000
Ladder 1	Central Station	Pierce	2007	\$ 658,000	2032	18,212	20,939	3,500	\$800,000	90,000
Engine #7	Central Station	E-ONE	2004	\$ 317,000	2022	44,345	49,398	5,000	\$500,000	95,000
Engine #5	Main Street	Pierce	2010	\$ 425,000	2030	13,385	19,450	6,500	\$500,000	130,000
Engine #3 Quint	Lisbon Road	Smeal	1996	\$ 350,000	2018	73,960	78,369	5,000	\$950,000	100,000
Engine #6	Central Station	E-ONE	1988	\$ 190,000	2015	110,699	114,089	4,000	\$550,000	120,000
Unit 438	Equip. Van	Chevy CubVan	2005	\$ 38,000	2022	4,043	4,284	500	\$50,000	8,000
Unit 415	IC Vehicle	Ford Expedition	2008	\$ 28,823	2020	20,799	25,028	5,000	\$30,000	55,000
Unit 437	F.A. 4x4 PU	Chevy PU	2000	\$ 23,750	2017	49,836	54,120	4,500	\$35,000	68,000
Unit 420	Chief	Chevy Blazer	2001	\$ 24,527	2016	62,433	66,492	6,000	\$30,000	72,000
Unit 421	Asst. Chief	GMC Jimmy	2003	\$ 24,800	2018	64,159	72,653	8,500	\$30,000	90,000
Unit 422	Utility / Recall	GMC Safari	2004	\$ 21,925	2021	51,194	52,256	1,100	\$30,000	57,000
Unit 430	F.P. Van	GMC Sarari	2004	\$ 21,925	2019	22,995	26,063	3,000	\$30,000	50,000



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Honorable Mayor and Members of the City Council
FROM: David Hediger, City Planner
DATE: May 15, 2014
RE: 64 Lisbon Street: easement request from the City

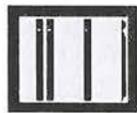
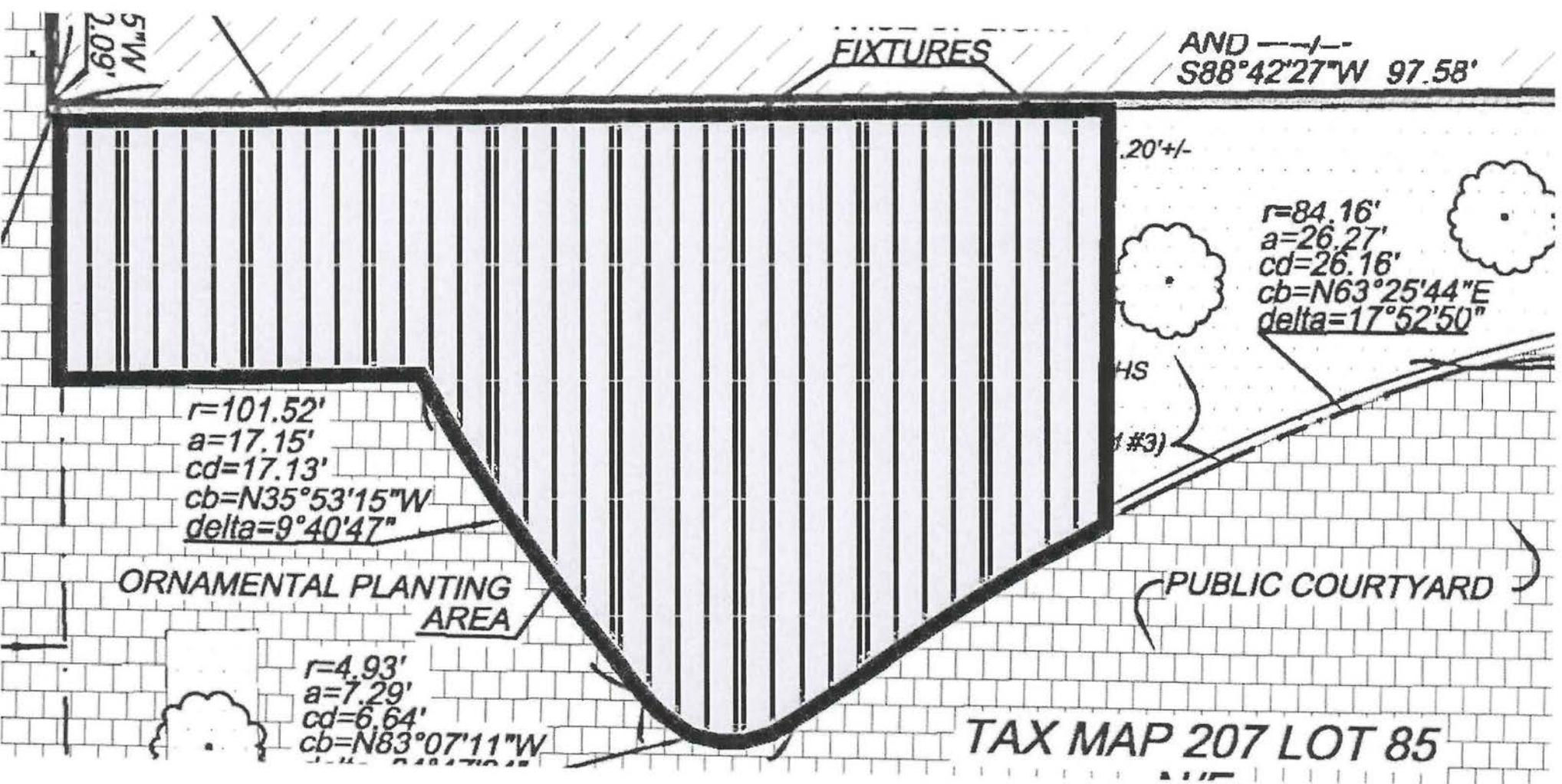
The property at 64 Lisbon Street is currently occupied by Argo and is owned by 64 Lisbon Street, LLC. The owner is in the process of securing financing for the improvements being made to the property. Part of that process required the owner to complete a title and boundary survey of the property. In doing so, a number of discrepancies were identified with respect to the title and property boundary and need to be addressed to secure financing. These include:

- Clarifying boundaries along portions of Park Street Alley where it appears the building may lie within the limits of said right-of-way.
- Securing easement for existing encroachments and appurtenances of the building at 64 Lisbon Street, such as signs, siding, lighting, roof caps, etc.
- Providing access across Dufresne Plaza to access the building at 64 Lisbon Street.
- Providing access across Dufresne Plaza for purposes of maintenance and repairs to the property at 64 Lisbon Street.
- Providing an easement to a limited portion of Dufresne Plaza immediately adjacent to 64 Lisbon Street for purposes of outdoor dining.

The City Attorney has been reviewing the proposed easement language to ensure that any agreements indemnify, defend and hold the City harmless from any and all claims or liabilities arising out of or relating to 64 Lisbon Street, LLC's use of said easements, that they shall at all times maintain a policy of liability insurance, and that said easements include provisions for the restoration of any plantings or surfaces impacted within easement areas.

Upon review and discussion with the Council, staff is requesting this item be placed on the Council's regular agenda, authorizing the City Administrator to execute an easement deed from the City of Lewiston to 64 Lisbon Street, LLC.

Exhibit B - Seating Area



SEATING AREA

LEWISTON CITY COUNCIL

MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Amendment to the Traffic Schedule regarding loading zones on Commercial Street.

INFORMATION:

The proposed traffic schedule amendment will add a loading zone area on Commercial Street to accommodate a business at 117 Commercial Street. This loading zone will help Morin's Machine Shop which receives regular tractor trailer truck deliveries to their office. The Police Department and Public Works Department support the request and recommend Council action.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATS/kmm

REQUESTED ACTION:

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

To approve an amendment to the Traffic Schedule to regarding loading zone areas Commercial Street, as outlined in the attached memorandum.



POLICE DEPARTMENT

Sgt. David K. Chick
Inspector of Police



DATE: March 31, 2014

TO: Traffic Schedule Review

FROM: Sgt. David Chick, Inspector of Police

Subject: Commercial St

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

Per request from business proprietor, Carol Morin d/b/a Morin’s Machine Shop at 117 Commercial St. Tractor trailers make frequent deliveries of bulk metal supplies for the metal fabrication business requires space to negotiate access to the driveway. The carriers making deliveries are unable to wait for vehicles to be moved due to other scheduled stops in their route.

Accordingly the following amendment to the Traffic Schedule is offered to the Council for consideration.

Section 3 - Loading Zones

COMMERCIAL STREET Even numbered side, north side, beginning at a point 215’ from the northwest corner of Commercial St and Read St and extending northwesterly a distance of 40’. Monday – Friday 9:00 AM to 2:00 4:00 PM.

Odd numbered side, south side, beginning at a point 165’ from the southwest corner of Commercial St and Read St and extending northwesterly a distance of 40’. Monday – Friday 9:00 AM to 4:00 PM.

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

If this amendment is approved, this would require Public Works department to install sign(s) and marking(s) pertaining to the intended designations; including a change of numeral to existing sign on the even numbered sign.

Sgt. David 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

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





POLICE DEPARTMENT

Sgt. David K. Chick
Inspector of Police



A photo which was submitted by the proprietor requesting this provision has been incorporated to this on the following page... The photo shows how the access to the driveway is being infringed upon by parked vehicles, while a tractor-trailer attempting to make a delivery is waiting in the street, unable to enter.



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



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability



POLICE DEPARTMENT

Sgt. David K. Chick
Inspector of Police



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



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL
MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Order Authorizing the City Administrator to execute Amendment 2 to the Lease with Casella Recycling, LLC to construct a roof structure and add steel plates to reinforce the collection area within the drop-off area at a cost to the City of \$100,500.

INFORMATION:

The City Council is asked to consider approval of an amendment to the Lease Agreement with Casella Recycling, LLC for the construction and operation of a Processing Facility at the City's Solid Waste complex on River Road. In February 2013, the Council approved the Lease Agreement for the project.

This amendment pertains to the protective roof structure over a portion of the drop-off area to accommodate relocation of operations from the property Casella will occupy as part of the lease. Please see the attached materials for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve the Order Authorizing the City Administrator to execute Amendment 2 to the Lease with Casella Recycling, LLC to construct a roof structure and add steel plates to reinforce the collection area within the drop-off area at a cost to the City of \$100,500.



City of Lewiston, Maine
City Council Order
May 20, 2014



ORDER, Authorizing the City Administrator to execute Amendment 2 to the Lease with Casella Recycling, LLC to construct a roof structure and add steel plates to reinforce the collection area within the drop-off area at a cost to the City of \$100,500.

Whereas, on February 25, 2013 the City of Lewiston and Casella Recycling, LLC entered into a lease agreement to lease certain property to allow Casella to establish a Materials Recycling Facility ("MRF"); and

Whereas, both parties have met the obligations on the lease to date and Casella continues to make progress toward establishing the MRF; and

Whereas, as planning for the facility has progressed, the City has to construct a protective roof structure over a portion of the drop-off area to accommodate relocation of operations from the property Casella will occupy as part of the lease; and

Whereas, the City Council authorized funds to perform this (and other associated work) totaling \$310,000 as part of the FY2014 Lewiston Capital Improvement Program Bond Issue Order at their meeting on June 4, 2013; and

Whereas, because of the proximity of the area to where Casella's contractor will be working makes sense to use the same contractor to perform the work to avoid problems and conflicts; and

Whereas, the City negotiated the scope and price of the work with the contractor performing the work for Casella and this is within the budgeted amount approved by the City Council;

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

the City Administrator is authorized execute an amendment to the Lease agreement to construct a roof structure and add steel plates to reinforce the collection area within the drop-off area at a cost to the City of \$100,500.



Department of Public Works

David A. Jones, P.E.

Director



May 14, 2014

Re: Proposed Amendment to the Lease with Casella Recycling, LLC for their Materials Recycling Facility (MRF)

Honorable Mayor and Members of the City Council,

As we discussed during the City Council workshop on May 13th, we are proposing a second amendment to the Lease the City has with Casella Recycling LLC for portions of property the City owns on River Road. On February 25, 2013, the City entered into a lease agreement with Casella Recycling, LLC to allow Casella to establish a Materials Recycling Facility on a portion of our solid waste facility property. There has been one amendment to the lease dated July 31, 2013 that allowed the relocation of City facilities on the premises at Casella's expense. Construction on the site has begun with the relocation of those City facilities and construction of the MRF is expected to begin soon.

As part of the agreement, the City budgeted and funded the construction of a 60' X 90' cold storage building to store off-season equipment that had previously been stored in the building Casella will lease. The City also needs to construct a roof over a portion of the Drop-Off area to protect solid waste materials dropped at the facility from the elements (rain & snow). The City Council held a Public Hearing and Adoption of the FY2014 Lewiston Capital Improvement Program Bond Issue Order at their meeting on June 4, 2013. Included in the list of projects approved was \$310,000 for "PW Storage & Improvements" which addressed the needs mentioned above.

The off-season equipment storage building was recently awarded to RDB Construction of Auburn, Me and is now under construction with a contract price of \$167,333. With contingency and engineering/administration, the total cost of this portion of the project is expected to be ~\$200,000 leaving \$110,000 available for the Drop-Off area roof and steel portion of the project.

The work in the Drop-Off area is in the same area where Casella's contractor will be working to construct the MRF. Both the City and Casella agreed it would be best not to have two separate contractors working in the same area with likely interference and impacts upon each. The City approached Gendron & Gendron (Casella's contractor for their work) and negotiated a price of \$100,500 to perform all the work needed in the Drop-Off area. Casella agreed to amend the Lease Agreement such that the City would provide a payment of \$100,500 to Casella and they would assume all responsibility for managing the work and ensuring it was coordinated and completed to meet the City needs.

I have included a proposed order and a draft of the proposed Lease Amendment that would make this agreement part of the lease. We recommend the City Council approve the order and authorize the City Administrator to execute this amendment.

Sincerely,

David A. Jones, P.E.
Director

Cc: E. Barrett, K. Montejo

SECOND AMENDMENT TO
MATERIALS PROCESSING FACILITY LEASE
BETWEEN THE CITY OF LEWISTON AND CASELLA RECYCLING, LLC

Whereas, on February 25, 2013 the City of Lewiston (hereafter "CITY") and Casella Recycling, LLC (hereafter "CASELLA") entered into a lease agreement (the "Lease") to lease certain property (the "Premises") to allow CASELLA to establish a Materials Recycling Facility ("MRF") on the Premises; and

Whereas, both parties have met the obligations of the lease to date and CASELLA continues to make progress toward establishing the proposed MRF; and

Whereas, as planning for the facility has progressed, the City has to construct a protective roof structure over a portion of the drop-off area to accommodate relocation of operations from the Premises CASELLA will occupy; and

Whereas, because of the proximity of the area to where CASELLA's contractor will be working, it makes sense to use the same contractor to perform the work; and

Whereas, the City has negotiated the scope and price for the work as identified in Attachment D (new to the lease);

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to this Second Amendment to the Materials Processing Facility Lease.

1. All capitalized terms not defined herein shall have the same meaning as set forth in the Lease
2. A new Attachment D to the lease is added. Attachment D is an aerial view identifying the work area and a scope and proposal from Gendron & Gendron in the amount of \$100,500 to construct a roof structure and add steel plates to reinforce the collection area within the drop-off area
3. Article 4: Subsection D. Drop-off Area Work is added as shown below:

D. Drop-Off Area Work for City. The City shall pay Casella \$100,500 for the work as described in Attachment D. Casella will have their contractor (Gendron & Gendron) perform the work in coordination with their other work on the MRF project. This work shall be completed prior to the City having to vacate the tipping room floor of the former shredder building for the handling of municipal solid waste at the facility.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names and on their respective behalves by their duly authorized officers this _____ day of _____, 2014, A.D. at Lewiston, Maine.

LESSOR, CITY OF LEWISTON

BY: _____

LESSEE, CASELLA RECYCLING, LLC

BY: _____

EARTHMOVERS/GENERAL CONTRACTING/DEVELOPERS

GENDRON & GENDRON

President
David Gendron

P. O. Box 1913 - 50 Alfred Plourde Parkway
Lewiston, Maine 04241-1913
TEL. 207-782-7372
FAX 207-782-7308

Vice President
John Gendron
e-mail
john@gendroncorp.com

April 9, 2014

David Jones
Director of Public Services
City of Lewiston Public Works
103 Adams Avenue
Lewiston, Maine 04240

Re: Operation Center Recycling Facility Building (**Revised**)

Scope of Work:

- Supply and Install (4) 7'X7'X1' Piers with 3'6" Column Walls
- Excavate and Backfill for new Foundations
- Saw Cut Pavement
- Patch Pavement
- Supply and Install Roofing Plywood
- Supply and Install (1,000 SF) Roof Structure
- Supply and Install (1,000 SF) Fully Adhesive Rubber Roof
- Supply and Install Murox Structure
- Supply a Foundation Design
- Building Permit

Total: \$66,800.00

Steel Plate Work:

- Supply and Install (3/8") Steel Plate (4') High around interior perimeter
- Supply and Install Lag bolts
- Supply and Install welding from plate to lag bolt
- Supply and Install 1500 PSI concrete for back of plate

Total: \$33,700.00

Grand Total: \$100,500.00

Attachment D



Roof Structure

LEWISTON CITY COUNCIL

MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Order authorizing the City Administrator to execute an easement with the Lewiston House of Pizza to allow placement of a dumpster on city property.

INFORMATION:

This item is for approval of a easement granting the Lewiston House of Pizza business the right to place their dumpster on city property abutting their property. City Planner David Hediger stated the location of the easement will have little to no impact on the City's ability to maintain the area around it. The Code Enforcement Department supports this easement and recommends approval.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve the Order authorizing the City Administrator to execute an easement with the Lewiston House of Pizza to allow placement of a dumpster on city property.



**City of Lewiston Maine
City Council Order
May 20, 2014**



Order, Authorizing the City Administrator to Execute an Easement with the Lewiston House of Pizza to Allow Placement of a Dumpster on City Property.

Whereas, the City and the owner of the Lewiston House of Pizza agree that the current location of a dumpster on House of Pizza property will become inappropriate given the improvements the City is undertaking on the property immediately adjacent to the dumpster location; and

Whereas, a more suitable location for the dumpster has been identified on other City owned property in the immediate vicinity;

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

The City Administrator is hereby authorized to execute an Easement with the Lewiston House of Pizza to allow placement of a dumpster on City property located at 87 Lincoln Street.



CITY OF LEWISTON

Department of Planning & Code Enforcement

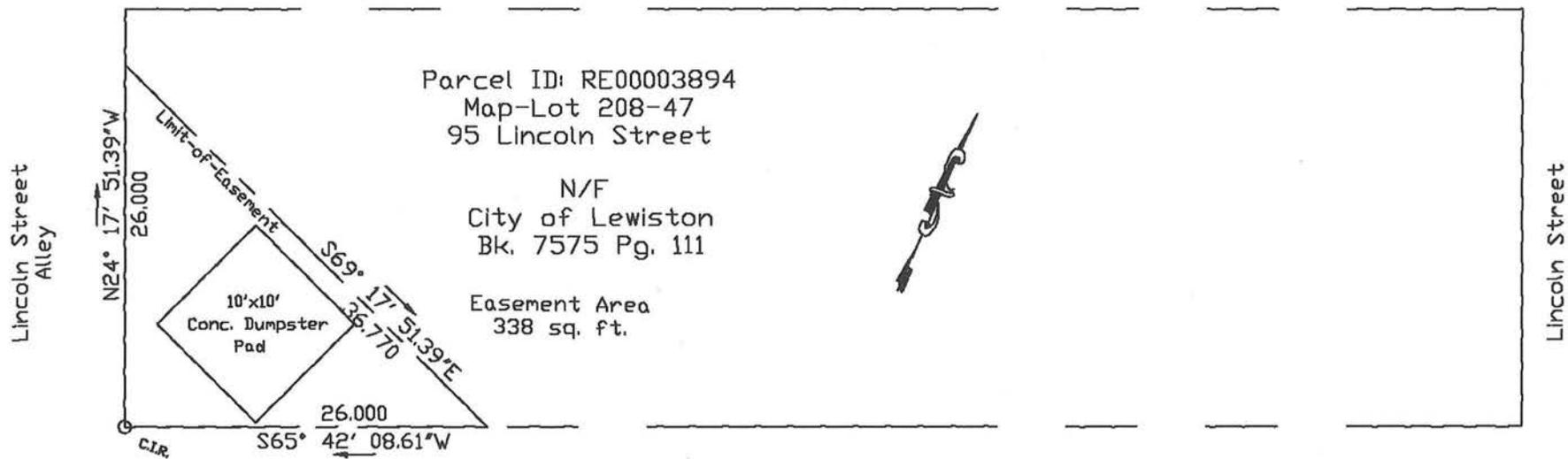


TO: Honorable Mayor and Members of the City Council
FROM: David Hediger, City Planner
DATE: May 13, 2014
RE: Dumpster Easement – Lewiston House of Pizza

As the Council is aware, the gateway park to Simard Payne Park is under construction. The contractor hopes to have it completed by July 4, 2014. Immediately adjacent to the new park is the dumpster used by the Lewiston House of Pizza at 95 Lincoln Street. City staff and the owner of the House of Pizza, Jimmy Koutsikos would like to see the dumpster relocated away from the park boundary. However, given site constraints at the House of Pizza there is not adequate space on their property. The abutting property at 75-87 Lincoln Street is a vacant lot owned by the City of Lewiston and could easily accommodate a screened dumpster pad (note: 81 Lincoln is not owned by the City, but was demolished by the City with a special tax assessment assigned to recoup the demolition costs). Staff has been working with Mr. Koutsikos and has come to a general agreement on an area that may be provided to him as an easement for the dumpster. Said easement would be located fully within a portion of City owned lot at 87 Lincoln Street.

Mr. Koutsikos would be solely responsible for all maintenance within the easement area and would maintain the easement area and all improvements. The easement would also contain language reserving the City's right to terminate said easement (in the event 87 Lincoln Street is redeveloped) with the understanding that the City will be responsible for making accommodations to relocate the House of Pizza's dumpster at that time.

This item was presented at the Council's May 13, 2014 workshop. At this time, staff is requesting the Council to authorize the City Administrator to execute an easement deed from the City of Lewiston for the property at 87 Lincoln Street to the Lewiston House of Pizza/Jimmy Koutsikos at 95 Lincoln Street for purposes for locating a screened dumpster.



Suggested Description

95 Lincoln Street/Easement for Dumpster Pad

Beginning at a capped iron rod, said capped iron rod marking the intersection of the southerly most corner of property and the westerly most Right-of-Way of Lincoln Street Alley, said westerly most corner of property now or formerly owned by the City of Lewiston and its inhabitants, herein to be known as Grantor, said property being more closely described in a certain deed and recorded in book 7575, page 111, at the Androscoggin County Registry of Deeds, said westerly most Right-of-Way of said Lincoln Street Alley being more closely described in a certain street description and on file at the City of Lewiston Clerks Office, 2nd. Floor, City Hall, Pine Street, Lewiston, Maine; thence, in a northerly direction along the westerly most Right-of-Way of said Lincoln Street Alley, by a bearing of North twenty-four degrees, seventeen minutes, fifty-one seconds west (N24⁰-17'-51"W), a distance of twenty-six and zero hundredths (26.00) feet to a point, said point marking the point of intersection of the northerly most Limit-of-Easement and the westerly most Right-of-Way of said Lincoln Street Alley; Thence, southerly direction, along the northerly most Limit-of-Easement, by a bearing of south sixty-nine degrees, seventeen minutes, fifty-one seconds east (S69⁰-17'-51"E), a distance of thirty-six and seventy-seven hundredths (36.77) feet to a point, said point marking the intersection of the northerly most Limit-of-Easement and the southerly most property line of said Grantor; Thence, in a southerly direction, along the southerly most property line of said Grantor, by a bearing of south sixty-five degrees, forty-two minutes, nine seconds west (S65⁰-42'-09"W), a distance of twenty-six and zero hundredths (26.00) feet to the point of beginning.

1:360

Zoning
M

Zoning
RF

PROPOSED
LOCATION

Current
Location →



LEWISTON CITY COUNCIL

MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Order authorizing the City Administrator to enter into a Joint Development Agreement with AGORA LLC regarding redevelopment of the former St. Patrick's Church.

INFORMATION:

This item is to approve the Joint Development Agreement between AGORA LLC and the City regarding the redevelopment of the former St. Patrick's Church property, which closed in 2009. The rehabilitation and reuse of the property will involve the investment of substantial financial resources by the developer and will substantially benefit the City by preserving a historically significant building, restoring the property to good repair, returning an empty building to active use; generating increased tax revenue for the City and contribute to the economic revitalization of the City.

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ETABIKMM

REQUESTED ACTION:

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

To approve the Order authorizing the City Administrator to enter into a Joint Development Agreement with AGORA LLC regarding redevelopment of the former St. Patrick's Church.



**City of Lewiston Maine
City Council Order
May 20, 2014**



Order, Authorizing the City Administrator to Enter into a Joint Development Agreement with AGORA LLC Regarding Redevelopment of the Former St. Patrick Church

Whereas, St. Patrick Church was closed by the Roman Catholic Diocese of Portland in 2009 and has remained vacant and unused since then; and

Whereas, this property includes a number of structures that have been designated as contributing structures within the Kennedy Park Historic District; and

Whereas, the property is located in the City's downtown in proximity to parks, libraries, residences, and businesses, and vacancy and disrepair of the property would have a deleterious impact on the economic vitality of the City; and

Whereas, AGORA LLC acquired the property in March 2014 with the intent to rehabilitate it for commercial use; and

Whereas, rehabilitation and reuse of the property will involve the investment of substantial financial resources by the developer and will substantially benefit the City by preserving an historically significant building; restoring the property to good repair; returning an empty building to active use; generating increased tax revenue for the City; and contribute to the economic revitalization of the City; and

Whereas, the developer has requested that the City provide assistance to the project in the form of a stable property assessment and property tax payment over the project's initial five years;

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

the City Administrator is hereby authorized to enter into a Joint Development Agreement, in a form substantially as attached hereto, with Agora LLC to assist in supporting the redevelopment and reuse of St. Patrick Church and associated properties.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: St. Patrick's Tax Reimbursement Proposal
Date: May 8, 2014

In late 2013, Andrew Knight approached the city's planning and economic development staffs to discuss his vision for buying the former St. Patrick's church and rectory located at 220 Bates Street and 1 Walnut Street and making renovations to the property that would allow it to become a venue for destination weddings and as a small conference center to be known as the Agora Grand Events Center.

He has moved forward with those plans, acquiring the real estate in March of this year. He has received the necessary Planning Board approvals, including a conditional rezoning of the property from Downtown Residential to Centreville, which allows the uses proposed. The City Council approved the conditional rezoning at its March 18th meeting. Renovations have begun.

As has been discussed in executive session, early in Mr. Knight's due diligence on the property he inquired about the possibility of holding the level of taxes paid on the property at current level for five years. Doing so would assist the business during the period of renovations and the earlier years of operation as it ramps up to projected utilization levels. As directed by the Council, staff has worked with the city attorney as to how to best accomplish holding the taxes at current levels.

It has been determined that a TIF district and program are not needed to accomplish this goal. In 1999, a referendum was passed by Maine voters authorizing a local option property tax reimbursement for historic and scenic preservation. In response, in 2000 the legislature passed Sec. 1. 30-A MRSA 5730, which reads in part:

" . . . a municipality may raise or appropriate money to reimburse taxpayers for a portion of taxes paid under Title 36, Part 2 on real property if the property owner agrees to maintain the property in accordance with criteria that are adopted by the governing legislative body of the municipality and that provide for maintaining the historic integrity of important structures or providing a scenic view."

The former St. Patrick's church is a contributing structure within the Kennedy Park Historic District. The city has a Historic Preservation Review Board and *Article XV. Significant Buildings and Districts* of the Code of Ordinances provides guidance on how to ". . .*preserve, protect and enhance buildings and areas which represent or reflect distinctive and important elements of the city's architectural, archaeological, cultural, social, economic, ethnic and political history; to safeguard the city's historic and cultural heritage, to provide procedures for local review of changes to significant structures and for new construction, reconstruction, building alteration and demolition within designated historic districts . . .*"

With a local historic board and ordinance in place, the City can utilize the state statute to return a portion of the property taxes paid on the Agora Grand. Attached is a draft of a Joint Development Agreement (JDA) that the council will be asked to approve at the May 20th council meeting. To summarize, the combined Assessed Valuation on 220 Bates and 1 Walnut is \$321,600 as of April 1, 2014, which generates \$8,503 at a .02644 mil rate. The JDA calls for the city to reimburse the developer all taxes paid on an Assessed Valuation that is higher than \$321,600 for city Fiscal Years 2015 – 2019. The city will continue to receive the current level of taxes paid on the property, adjusted by any annual changes in the mil rate, during those 5 years and will receive and retain all taxes paid beginning in FY 2020.

The developer agrees to have a minimum total investment in the Agora Grand renovations and operations of \$400,000 and to complete the project no later than December 31, 2016. This is an outside date to allow for unexpected challenges. The Developer is working to open the Agora Grand to functions in summer 2015.

City staff recommends approval of the JDA. Lewiston is blessed with an abundance of magnificent churches but, when they are no longer used by a congregation, options for repurposing the buildings are limited and challenging. The Agora Grand is a dynamic and bold vision for the reuse of the former St. Patrick's church. This limited request for financial assistance from the city will result in the preservation and reuse of a historic structure and will bring new uses and energy to the downtown.

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of this ____ day of May, 2014 by and between THE CITY OF LEWISTON, a body politic and corporate situated in Androscoggin County, Maine (hereinafter referred to as the “City,” which expression shall include its successors and assigns), and AGORA LLC, a Maine limited liability company, (hereinafter referred to as the “Developer,” which expression shall include its successor and assigns) (the “Developer”).

BACKGROUND

- A. Developer owns real property located at 220 Bates Street and 1 Walnut Street within the City and more fully described in the attached Exhibit A (the “Property”).
- B. For over 100 years, the Property was owned by the Roman Catholic Bishop of Portland, a body politic and corporation sole, for use as a Catholic church known as St. Patrick’s Church (the “Church”).
- C. The Property is designated as “contributing structures” within the Kennedy Park Historic District, as defined in the City’s Zoning and Land Use Code, Appendix A, Article XV (the “Ordinance”).
- D. In 2009, the Church was closed by the Roman Catholic Bishop of Portland.
- E. During the 5 years since the Church’s closure, the Property has not been regularly used or maintained as a house of worship.
- F. The Property is located within the City’s downtown, in close proximity to parks, libraries, residences and businesses, such that vacancy or disrepair of the Property has a deleterious impact on the economic vitality of the City.
- G. In March 2014, the Developer acquired the Property, with the intent of rehabilitating it for commercial use as a venue for such private events as weddings, business meetings, and celebrations.
- H. The Developer’s intended rehabilitation and reuse of the Property will involve the investment of substantial financial resources in the Property by the Developer.
- I. The City Council, as the legislative body of the City, has determined that the Developer’s intended rehabilitation and commercial use of the Property will substantially benefit the City and will:
 - i) preserve an historically significant building;
 - ii) restore the Property to good repair;

- iii) return an empty building to active use;
 - iv) generate increased tax revenue for the City; and
 - v) contribute to the economic revitalization of the City.
- J. The Developer has requested the City's assistance in minimizing its costs of redeveloping the Property, in the form of stable property taxes assessed on the Property during the Developer's period of redevelopment and initial use of the Property for business as a private event center.
- K. The City has agreed to provide this assistance, subject to the terms and conditions of this Agreement.

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Developer agree as follows.

AGREEMENT

1. DEVELOPER'S OBLIGATIONS

As conditions of the City's undertakings and assistance described in this Agreement, the Developer covenants to perform the obligations set forth in this section (the "Developer's Obligations").

- 1.1. Developer's Obligation to Complete the Project. Not later than December 31, 2016, the Developer will complete the renovations and rehabilitation to the Property described in the attached Exhibit B, which is incorporated into this Agreement by reference "the Project."
- 1.2. Developer's Minimum Investment. Developer's total investment in the Project shall not be less than \$400,000.00, including professional services such as architects, engineers, and consultants, as well as compensation to Developer's manager(s) and employee(s). Developer's investment may include expenses incurred by the Project that predate this Agreement. In addition to the minimum investment required by this subsection, Developer shall expend any additional resources necessary to complete the Project by December 31, 2016.
- 1.3. Developer to Open for Business. No later than January 1, 2017, the Developer shall open the Property for business as a commercial venue for hosting public or private events that may include such events as weddings and meetings.
- 1.4. Developer to Comply with City Land Use Code and Ordinances. Nothing in this Agreement shall be deemed a waiver of the City's Land Use Code and Ordinances (the "City Code"). The Developer shall at all times abide by these requirements, and shall construct the Project in accordance with the City Code, and shall maintain the Property in accordance with the criteria in the Ordinance and the requirements of the City's Historic Preservation Review Board.

- iii) return an empty building to active use;
 - iv) generate increased tax revenue for the City; and
 - v) contribute to the economic revitalization of the City.
- J. The Developer has requested the City's assistance in minimizing its costs of redeveloping the Property, in the form of stable property taxes assessed on the Property during the Developer's period of redevelopment and initial use of the Property for business as a private event center.
- K. The City has agreed to provide this assistance, subject to the terms and conditions of this Agreement.

THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Developer agree as follows.

AGREEMENT

1. DEVELOPER'S OBLIGATIONS

As conditions of the City's undertakings and assistance described in this Agreement, the Developer covenants to perform the obligations set forth in this section (the "Developer's Obligations").

- 1.1. Developer's Obligation to Complete the Project. Not later than December 31, 2016, the Developer will complete the renovations and rehabilitation to the Property described in the attached Exhibit B, which is incorporated into this Agreement by reference "the Project."
- 1.2. Developer's Minimum Investment. Developer's total investment in the Project shall not be less than \$400,000.00, including professional services such as architects, engineers, and consultants, as well as compensation to Developer's manager(s) and employee(s). Developer's investment may include expenses incurred by the Project that predate this Agreement. In addition to the minimum investment required by this subsection, Developer shall expend any additional resources necessary to complete the Project by December 31, 2016.
- 1.3. Developer to Open for Business. No later than January 1, 2017, the Developer shall open the Property for business according to permitted uses of the property, such as but not limited to lodging, a restaurant, or hosting public or private events that may include such events as weddings and meetings.
- 1.4. Developer to Comply with City Land Use Code and Ordinances. Nothing in this Agreement shall be deemed a waiver of the City's Land Use Code and Ordinances (the "City Code"). The Developer shall at all times abide by these requirements, and shall construct the Project in accordance with the City Code, and shall maintain the Property in accordance with the criteria in the Ordinance and the requirements of the City's Historic Preservation Review Board.

2. CITY'S OBLIGATIONS

In light of the expected contributions of the Project to the City's economic revitalization, the City will undertake the following responsibilities (collectively, the "City's Obligations"), subject to the Developer's ongoing satisfaction of the Developer's Obligations:

2.1. Establishment of Baseline Valuation. The Developer and the City agree that the Property has an existing valuation of \$321,600 as of April 1, 2014. This shall be referred to as the "Baseline Valuation."

2.2. Reimbursement of Taxes.

2.2.1. Provided that the Developer continues to satisfy the requirements for historic preservation stated in 30-A M.R.S. § 5730, and otherwise is not in Default under this Agreement, the City agrees that for the 2015, 2016, 2017, 2018, and 2019 Tax Years, the City will reimburse the Developer for taxes paid on the Property according to the formula described in this Section. The term "Tax Year" means the municipal tax year which begins on July 1st after the preceding April 1 assessment date in that same calendar year, and which ends on the following June 30. For example, the Tax Year beginning July 1, 2014 and ending June 30, 2015 shall be herein referred to as the 2015 Tax Year.

2.2.2. In each Tax Year, the amount to be reimbursed to the developer ("Reimbursement") shall be calculated by multiplying the applicable mill rate that is established by the City Council for all real property subject to taxation within the City in each Tax Year ("Applicable Mill Rate"), by the difference between: the actual assessed valuation of the Property in each Tax Year ("Actual Valuation") and the Baseline Valuation.

$$\text{Reimbursement} = \text{Applicable Mill Rate} * (\text{Actual Valuation} - \text{Baseline Valuation})$$

2.2.3. For each Tax Year, the Developer shall continue to pay taxes to the City based upon the Actual Valuation and Applicable Mill rate.

2.2.4. Within 30 days after the Developer pays its taxes in each Tax Year, the City shall pay the Reimbursement to the Developer.

2.3. Termination of Reimbursement. Beginning with the 2020 Tax Year, the Reimbursement will cease.

3. PROJECT CONDITIONS

In addition to the Developer's Obligations and the City's Obligations, if any of the following conditions are not satisfied, this Agreement shall terminate and the parties shall have no further obligations hereunder (each a "Project Condition"):

3.1. Default and Remedies.

- 3.1.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":
- 3.1.1.1. Abandonment of Project. Developer shall abandon the Project or otherwise fail to complete the Project as described in Exhibit B.
 - 3.1.1.2. Failure to Pay Taxes. Developer shall fail to make full payment of all municipal taxes assessed upon real or personal property of Developer included in the Project when due.
 - 3.1.1.3. Other Failures to Perform. Any other failure by a party, other than a payment failure, to observe and perform in all material respects any covenant, condition, agreement, or provision contained herein on the part of the party to be observed or performed, including the Developer's Obligations and the City's Obligations.
 - 3.1.1.4. Events of Insolvency. An Event of Insolvency shall occur if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of any insolvency, readjustment of debt, marshaling of assets and liabilities, or similar proceedings, or for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the party.
- 3.1.2. Remedies on Default. Whenever any Event of Default (a) other than a payment failure shall have occurred and be continuing for a period of thirty (30) days after a party's receipt or refusal of written notice of such Event of Default by the party or, (b) in the case of a payment failure, continues beyond any applicable grace period, if any, the other party may, in its discretion, (1) obtain all available remedies for such Default, including but not limited to requiring performance or observance of any obligations, agreements, or covenants of the defaulting party under this Agreement and any documents, instruments, and agreements contemplated hereby; (2) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured; and/or (3) declare an Event of Default to exist and terminate this Agreement and its obligations under this Agreement. Developer agrees to pay the City's expenses, including reasonable attorneys' and paralegal fees, incurred in connection with enforcing this Agreement or as a result of an Event of Default by Developer.

- 3.1.3. Remedies Cumulative. No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies. Each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity, or by statute. Delay or omission to (a) exercise any right or power accruing upon any Event of Default, (b) insist upon the strict performance of any covenant or agreement herein set forth, or (c) exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the other party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.
- 3.1.4. Indemnification. Developer agrees that it will at all times indemnify and hold harmless the City and each officer or employee of the City against any and all losses, costs, damages, expenses and liabilities of whatever nature including, but not limited to, reasonable attorney's and paralegal fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, directly or indirectly resulting from, arising out of, or related to any Claims against them in connection with this Agreement. The term "Claims" shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatever nature against the City relating in any manner to the actions or omissions of Developer in connection with the development of the Project and Developer's performance under this Agreement including, but not limited to, claims, lawsuits, causes of action, and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City or any other person and all property owned or claimed by the City, Developer, any affiliate of Developer, or any other person). To the extent the City's negligent acts or omissions give rise to the Claims, the Developer shall not be required to indemnify the City.

Developer's obligations under this Section apply regardless of when the Claims arise. This includes Claims that may arise after this Agreement is terminated. Developer's obligations under this Section shall be ongoing, regardless of whether Developer assigns or transfers any of its rights or interests in the Property, and regardless of whether the City assigns or transfers its rights under this Agreement. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement. The foregoing indemnification shall not apply to any action brought by Developer to enforce this Agreement or to realize the benefit of this Agreement.

4. MISCELLANEOUS

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

- 4.2. Integration. Except as otherwise expressly provided herein, this Agreement contains the entire agreement between the parties hereto, and no modification, amendments, change or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing, signed by all parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against who such waiver is asserted. The parties agree that they will not assert in any action arising under this Agreement that an amendment or waiver of this Agreement has occurred unless made in writing.
- 4.3. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given, made, or sent hereunder shall be in writing, signed by the party giving or making the same, and shall be by hand delivery or sent by certified mail to the other at its respective address stated above. Any party hereto shall have the right to change the place to which any such notice, offer, demand, or writing shall be sent to it by similar notice sent in like manner to the other party. The date of receipt or rejection of any offer, demand, notice, or instrument shall be deemed to be the date of such offer, demand, notice, or instrument and shall be effective from such date.
- 4.4. Choice of Law; Jurisdiction. It is the intention of the parties to this Agreement that this Agreement, the performance under this Agreement, and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of Maine and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Maine shall be applicable and shall govern to the exclusion of law of any other forum. The parties agree to the jurisdiction of the courts of the State of Maine or of the United States of America located in the State of Maine and agree that any action relating to this Agreement shall be brought in either such court.
- 4.5. Effective Date and Term. This Agreement shall remain in full force from the date of execution of this Agreement and shall expire upon the performance by the City and Developer of their respective obligations under this Agreement unless sooner terminated as provided in this Agreement.
- 4.6. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 4.7. Assignability. Developer shall not have the right to transfer or assign all or any portion of its rights in, to, and under this Agreement at any time unless the City, by its City Administrator, consents to the same, which consent shall not be unreasonably withheld.
- 4.8. Parties in Interest. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the City and Developer any right, remedy, or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

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

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

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

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

[SIGNATURE PAGES FOLLOW]

CITY OF LEWISTON

WITNESS

By: Edward A. Barrett

Its: City Administrator

STATE OF MAINE
ANDROSCOGGIN, SS.

April____, 2014

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

Notary Public/Attorney-at-Law

AGORA LLC

WITNESS

By: Andrew Knight
Its: [Sole Member/Manager]

STATE OF MAINE
ANDROSCOGGIN, SS.

April __, 2014

Personally appeared before me the above-named Andrew Knight, [Sole Member/Manager] of Agora LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Agora LLC.

Notary Public/Attorney-at-Law

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
PROJECT DESCRIPTION

Renovation of Inn (formerly the St. Patrick's Rectory, located at 1 Walnut Street):

The renovation of the Inn will include a variety of projects that include, but are not limited to, an updating of bathrooms, reflooring where appropriate, updating of kitchen, painting where appropriate, plumbing repairs and updates, heating repairs and updates, and general repairs and maintenance.

Renovation and Repurposing of Church/Sanctuary and Chapel (formerly St. Patrick's Church and Chapel, located at 220 Bates Street):

The renovation and repurposing of the church and chapel will include, but are not limited to:

- Making repairs where necessary to reduce weathering by the elements, such as repairing/replacing broken windows, repairing broken gutter downspouts, addressing roof leaks, etc.
- Rehabilitating the flooring or reflooring
- Updating and/or adding bathrooms, where appropriate, to accommodate the expected occupancy load according to the property's use
- Making cosmetic improvements, such as addressing peeling paint, window décor/treatments, etc.
- Installing at least one of a kitchen and a bar area
- Installing at least one of a suite and a living area in the balcony (where not prohibitive due to Maine or local code or regulatory obstacle)
- Installing a sound system

The Project will also include creating a business, including marketing, advertising, showing the property, customer service, and other items necessary for producing revenue.

LEWISTON CITY COUNCIL

MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing for approval of outdoor concerts in conjunction with the Great Falls Brewfest at Simard Payne Park.

INFORMATION:

Baxter Brewing Company has submitted an application requesting permission to hold outdoor concerts on City property. They plan to hold outdoor music entertainment at Simard Payne Park on Saturday, June 21 during the Great Falls Brewfest. Estimated attendance is 2,000 people and the event coordinators have been working with the State Liquor Enforcement Department regarding rules and regulations.

Per the City Code, an outdoor concert cannot be held on city property without approval by a majority of the Council after a public hearing. Staff recommendations are being sought from the Recreation Department, Police Department, Fire Department, Code Enforcement/Health Officer and the Land Use Code Officer for compliance.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

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

To conduct a public hearing on an application from Baxter Brewing Company for the outdoor music concerts to be held at Simard Payne Park on Saturday, June 21, and to authorize a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to Baxter Brewing Company for the outdoor concerts, contingent upon positive recommendations from the Recreation Department, Police Department, Fire Department, Code/Land Use Officer and Code/Health Officer regarding compliance with all regulations, and compliance with all City ordinances.

CITY OF LEWISTON

Special Event Application

Applications must be submitted at least 14 days prior to the event, unless an * appears next to the permit type. *Application must be turned in 30 days prior to the event due to public hearing requirement.

Application Date 2-5-14

SPONSOR INFORMATION

Name of Sponsoring Organization: Baxter Brewing Company

Name of Contact Person for Event: Chelsea Livingston

Title of Contact Person: Vice President

Mailing Address: P.O. Box 603 Auburn ME 04212

Daytime Telephone: 333-6769 Cell Phone: 807-5152

Email Address: chelsea@baxterbrewing.com

Contact Name and Cell Phone Number DURING the Event: Chelsea > 807-5152

Is your organization incorporated as a non-profit organization? Yes No

Non-Profit Number: _____

EVENT INFORMATION

Name of Event: Great Falls Brewfest

Type of Event (walk, festival, concert, etc.): beer tasting event

Date of Event: 6-21-14 Saturday Rain Date: n/a

Times of Event: Start Time including set-up: _____ Ending time including clean up: _____
Actual Event Start Time: 12 Actual Event End Time: 5

Estimated Attendance: 2000

Location of Event: Simard-Payne Park

If location is a city park, have you applied for use of the property with the Recreation Department and has your request been approved? Yes No Pending

Date request submitted to the Recreation Department: _____

TYPES OF PERMITS/PERMISSIONS NEEDED – PROVIDE AN ANSWER FOR EACH LINE:

Permit Fee	Permission/Permit Type	YES	NO	NOT SURE
Separate fee and permit possible	FOOD – Will food or beverages be sold or given away? If yes, list what types of food or beverages: <i>beer, water, food trucks</i> <small>Note - A food service license may be required.</small>	✓		
Separate fee and permit possible	NON-FOOD ITEMS – Will products be sold or given away (such as t-shirts, crafts, cds, etc.)? If yes, list what items: <i>craft tables, t-shirts and other merch</i> <small>Note - A peddling permit may be required.</small>	✓		
\$11	*LIVE MUSIC – Will there be any outdoor musical performances? If yes, please describe: <i>Yes, one stage with small band</i>	✓		
\$16/day	SOUND AMPLIFICATION – Will there be a microphone or speaker system to project sound? <i>Yes, for the band</i>	✓		
Separate fee and permit required	ALCOHOLIC BEVERAGES – Will alcoholic beverages be served? <i>Yes</i>	✓		
Separate fee and permit required	*CARNIVAL – Will carnival rides be offered? If yes, attach a copy of the state permit. A city permit is required as well.		✓	
Separate fee and permit required	FIREWORKS – Will there be a fireworks display? If yes, a permit from the Fire Department is required.		✓	
N/A	PARADE – Will there be a parade? If yes, describe route: <small>Note – A permit from the Police Department is required.</small>		✓	
N/A	RUN/WALK/CYCLE – Will event involve participants doing a walk-a-thon, road race, etc? If yes, describe route:		✓	
Separate permit required	BURN PERMIT – Will there be any open flame such as a bon fire? If yes, describe activity: <small>Note - A permit from the Fire Department is required.</small>		✓	
N/A	TENT/CANOPY – Will you be setting up a tent or canopy? If yes, list number and sizes: <i>3 → 2 = 20x20, 1 = 40x100</i>	✓		
N/A	ROAD/INTERSECTION CLOSURE – Will any roads need to be closed to accommodate your event? If yes, please list:		✓	
N/A	MAP/DIAGRAM – Is a map or diagram attached detailing this event and depicting the placement of such items as tables, tents, port-a-potties, stage, parking, etc.? This is a mandatory requirement for this application and must be included with the application form. <i>Yes, attached</i>			

N/A	# PARKING ACCOMODATIONS – What will be the anticipated need for parking and what is your parking plan? 3 garages to be opened Chestnut Street, Centerville, Lincoln St.	✓		
N/A	TOILETS – Please list amount at event and/or nearest location: Portable toilets 16-20	✓		
N/A	WASTE DISPOSAL – Please list process and location: Supply trashcans and dumpster Baxter will	✓		
N/A	HAND WASHING FACILITIES – Please list amount at event and/or nearest location: none	✓		
N/A	POTABLE WATER – Please list amount at event and location: water stations located @ park	✓		
N/A	FIRST AID FACILITIES – Please list location at event: First aid table under the main tent	✓		
\$	TOTAL FEE AMOUNT INCLUDED – Checks payable to “City of Lewiston”			

EVENT LIABILITY INSURANCE COVERAGE FOR EVENT

For an event such as a walk-a-thon, race, festival, concert, etc. the City requires insurance coverage – general liability. The City of Lewiston needs to be named as additionally insured in regards to the event activities on that date. Once the event is approved, the Certificate of Insurance will need to be received before the event permits can be issued. Please have “City of Lewiston” listed as additionally insured on the Certificate of Insurance (minimum coverage \$1,000,000) and have your insurance company fax a copy to: City Clerk 207-777-4621.

DESCRIPTION OF EVENT – Please describe what will occur during your event

Brewfest - breweries from Maine and away,
local food, crafts, live music, and outdoor
recreation.

Signature of Applicant:



Printed Name:

Chelsea Livingston

Date Submitted:

2-10-14

Please note that you will be contacted by City Staff if you require additional permitting.

LEWISTON CITY COUNCIL

MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Public Hearing and First Passage for an amendment to the Conditional Rezoning Agreement for 33 Roger Street.

INFORMATION:

The owners of Marshwood Nursing Care Center have submitted a petition requesting that the existing Conditional Rezoning Agreement for 33 Roger Street be amended to increase the number of residents allowed to live in the Center from 100 to 108 to conform with the number of beds allowed under their license by the Maine Department of Health and Human Services. See memorandum from City Planner David Hediger for additional information.

This petition was presented to the Planning Board at their meeting on May 12, 2014 and it was voted unanimously to send a favorable recommendation to the City Council on the adoption of the proposed amendment to the Conditional Rezoning Agreement for this property.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/KMM

REQUESTED ACTION:

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

To approve first passage for the amendment to the conditional rezoning agreement for the property at 33 Roger Street, to conditionally rezone the property, subject to the conditions defined in the rezoning agreement.



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Honorable Mayor and Members of the City Council
FROM: David Hediger, City Planner
DATE: May 13, 2014
RE: 33 Roger Street – Proposed amendment to conditional rezoning agreement

Bernstein Shur, Counselors at Law on behalf of Marshwood Nursing Care Center have submitted a petition pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to amend the existing conditional rezoning agreement for the property at 33 Roger Street to increase the number of residents allowed to live in the Center from 100 to 108 to conform with the number of beds licensed by the Maine Department of Health and Human Services (108) in the existing facility. This property of approximately 6.5 acres consists of a 32,223 square foot nursing care facility that provides short, long, and transitional care services.

The property received a conditional use permit from the Board of Appeal in 1976 and 1977 for 120 bed nursing home facility which was constructed in 1979. In October 1994, the property was conditionally rezoned from Suburban Residential (SR) and Neighborhood Conservation "A" (NCA) to the Institutional-Office (IO) District to allow for the continued operation of a licensed nursing home and for the remodeling and expansion of the facility, limited to 100 residents. The conditional rezoning removed the requirement of the property being regulated as a conditional use. However, the conditional rezoning also specifically limited the number of residents from the initially approved 120 beds/residents to 100.

The purpose of the amendment to the existing conditional rezoning agreement is to allow for the continued operation of a licensed nursing home and to increase the number of residents allowed to live at the facility from 100 to 108 conforming with the number of beds licensed by the Maine Department of Health and Human Services (108) in the existing facility. No other changes are being proposed. The property will remain conditionally rezoned IO with a capacity of 108 residents.

On May 12, 2014 the Planning Board voted unanimously to send a favorable recommendation for the City Council's consideration to amend the existing conditional rezoning agreement to increase the number of residents allowed to live at Marshwood Nursing Care Center from 100 to 108.



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director



MEMORANDUM

To: Ed Barrett, City Administrator
City Clerk's Office
City Council Members

From: David Hediger

Date: May 14, 2014

Subject: Planning Board Action

The Planning Board took the following action at their public meeting held on May 12, 2014 regarding the Conditional Rezoning of 33 Roger Street.

The following motion was made:

MOTION: by **Matthew Mastrogiacomo** pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration to amend the existing conditional rezoning agreement for the property at 33 Roger Street to allow for the continued operation of the Marshwood Nursing Care Center at 33 Roger Street and to increase the number of residents allowed to live in the Center from 100 to 108. Second by **Paul Madore**.

VOTED: 6-0 (Passed).

c: Planning Board Members

BERNSTEIN SHUR
COUNSELORS AT LAW

RECEIVED
APR 22 2014

207-774-1200 main
207-774-1127 facsimile
bernsteinshur.com

100 Middle Street
PO Box 9729
Portland, ME 04104-5029

Philip R. Saucier
(207) 228-7160 direct
psaucier@bernsteinshur.com

April 21, 2014

City of Lewiston Planning Board
Attention: David Hediger, City Planner
City of Lewiston
27 Pine Street
Lewiston, ME 04240

Dear Planning Board Members,

Marshwood Nursing Care Center is a licensed nursing home located at 33 Roger Street that has been located in Lewiston for approximately thirty seven years. The City conditionally rezoned Marshwood's property in 1994 to allow for a renovation and slight expansion. The sole purpose of this proposed amendment to the existing conditional rezoning agreement is to allow for the continued operation of Marshwood and to increase the number of residents allowed to live in the Center from 100 to 108, to conform with the number of beds licensed by the Maine Department of Health and Human Services (108) in the existing facility. There are no plans to expand or renovate the facility.

Thank you for the opportunity to present this amendment and we look forward to working with you on our request.

Sincerely,


Philip Saucier
Attorney for Marshwood Nursing Care Center

Enclosures

cc: Daniel Maguire, Sandy River Company

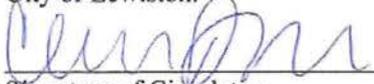
PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

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 existing Conditional Zone Agreement as recorded in the Androscoggin County Registry of Deeds Book 3351 Page 19 for the property located at 33 Roger Street, said property to remain conditionally rezoned Institutional Office (IO), to allow for the continued operation of a licensed nursing home, the Marshwood Nursing Care Center at 33 Roger Street, and to increase the number of residents allowed to live in the Center from 100 to 108, to conform with the number of beds licensed by the Maine Department of Health and Human Services (108) in the existing facility, as described in the exhibits attached hereto:

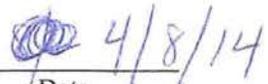
	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Lea Chouinard	1377 Sabbathus Rd	4/8/14
2		Nick Farrand	13 Androscoggin Ave	4/8/14
3		DONNA BARNES	43 Shark Street	4-8-14
4		Lorraine Davis	3 Harmony Lane	4/8/14
5		Jessica Herson	4 Towle St	4-8-14
6		Gabrielle Galarza	729 Lisbon St	4-8-14
7		Melanie F. Gu	161 Holland St.	4/8/14
8		Sarah Ann Kemp	120 Holland St	4-8-14
9		Tim Pitman	184 Kendall Rd #23	4-8-14
10		Catherine Michaud	121 Grove St	4-8-14
11		Katie Pelletier	535 College St.	4-8-14
12		Alicia Foster	1d Charles St.	4/8/14
13		Kendra Sprague	4 Parkview Ln	4/8/14
14		Lisa Roy	83 Webster St	4-8-14
15		PRAPAFORN CHARTIER	28 Webster St	4-8-14
16		Rita Lemay	101 Pleasant Ave	4-8-14
17		Eileen Hall	32 Dow Ave	4-8-14
18		Amanda Fitzsimons	72 Cassell St	4-8-14
19		Cikoni Healey	72 Cassell St	4-8-14

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

Carrie Dunn
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: 9

Total Invalid: 10


Signature of Registrar/Deputy Registrar

Date: 4.24.14

RECEIVED

MAY - 1 2014

BERNSTEIN SHUR

COUNSELORS AT LAW

207-774-1200 main
207-774-1127 facsimile
bernsteinshur.com

100 Middle Street
PO Box 9729
Portland, ME 04104-5029

Philip R. Saucier
(207) 228-7160 direct
psaucier@bernsteinshur.com

April 30, 2014

David Hediger, City Planner
City of Lewiston
27 Pine Street
Lewiston, ME 04240

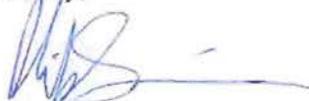
Re: Marshwood Conditional Rezoning Amendment

Dear David,

Please find attached a second petition page with additional signatures for review related to the proposed amendment to the Marshwood Nursing Care Center conditional rezoning agreement.

Please let us know if there is any additional information you will need. Thank you for the opportunity to present the amendment and we look forward to working with you on our request.

Sincerely,



Philip Saucier
Attorney for Marshwood Nursing Care Center

Enclosures

cc: Daniel Maguire, Sandy River Company

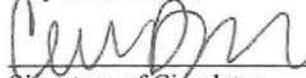
PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

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 existing Conditional Zone Agreement as recorded in the Androscoggin County Registry of Deeds Book 3351 Page 19 for the property located at 33 Roger Street, said property to remain conditionally rezoned Institutional Office (IO), to allow for the continued operation of a licensed nursing home, the Marshwood Nursing Care Center at 33 Roger Street, and to increase the number of residents allowed to live in the Center from 100 to 108, to conform with the number of beds licensed by the Maine Department of Health and Human Services (108) in the existing facility, as described in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Alicia Foster	60 Charles St	4/28/14
2		Donna Barnes	43 South Street	4-28
3		Lorraine Davis	3 Harmony Ln	4/28
4		Debra Grover	64 Oxford St	4/28/14
5		Jean Crockett	52 Howard St	4/28/14
6		Charley Sanders	107 Jackson Ave 4	4/28/14
7		Tea Charnard	1377 Sabbath Rd	4/28/14
8		PAUL Lemay	101 Riverside Ave	4-28-14
9		Kevin T Lemay	101 Riverside Ave	4-28-14
10		TRAVIS Lemay	57 Morse Ave	4-28-14
11		Rachel Gagne	57 Morse Ave	4-28-14
12		Jackie Legere	53 Morse Ave	4-28-14
13		LYNNA GAGNE	53 Morse Ave	4-28-14
14		Marice GAGNE	57 Morse Ave	4-28-14
15				
16				
17				
18				
19				

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

Carrie Donn
Printed Name of Circulator

4/28/14
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: 13

Total Invalid: 1


Signature of Registrar/Deputy Registrar

Date: 4-1-2014

AN ORDINANCE PERTAINING TO ZONING BOUNDARIES

THE CITY OF LEWISTON HEREBY ORDAINS:

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

APPENDIX A

ZONING AND LAND USE CODE

ARTICLE ~~V~~IV. ESTABLISHMENT OF DISTRICTS

Section 1. Zoning Map

The "Official Zoning Map, City of Lewiston," adopted pursuant to this section, is hereby amended by modifying the existing conditional rezoning agreement as recorded in the Androscoggin County Registry of Deeds Book 3351 Page 19 for conditionally rezoning a portion of the property located at 33 Roger Street, from Suburban Residential (SR) District to Institutional Office (IO) District and a portion of the property located at 25 Roger St. from Neighborhood Conservation "A" (NCA) District to Institutional Office (IO) District, in accordance with the conditions and restrictions attached hereto as Exhibit "A", and shown on the map attached hereto as Exhibit "A"; said property to remain conditionally rezoned Institutional Office (IO) ~~in order to expand and remodel the existing nursing home.~~

REASONS FOR THE PROPOSED AMENDMENT

The sole purpose of this amendment to the existing conditional rezoning agreement is to allow for the continued operation of a licensed nursing home, the Marshwood Nursing Care Center at 33 Roger Street (see Exhibit B, as recorded in the Androscoggin County Registry of Deeds Book 5858, Page 267), and to increase the number of residents allowed to live in the Center from 100 to 108, to conform with the number of beds licensed by the Maine Department of Health and Human Services (108) in the existing facility.

CONFORMANCE WITH COMPREHENSIVE PLAN

The City Council hereby determines that the change to the Zoning Map is in conformance with the Comprehensive Plan for the following reasons:

1. As Marshwood is philosophically residential in character (being home to approximately ~~400-108~~ frail elderly residents) and as the adjoining neighborhood

consists of traditional residential dwellings, ~~this expansion is~~ and remains compatible with the surrounding uses.

2. Marshwood has been a good neighbor for approximately ~~17-~~ 37 years and ~~wishes only to renovate and expand a limited amount, which renovations will~~ makes a positive contribution to the surrounding neighborhood, ~~by enhancing the relationship of Marshwood to the natural setting.~~
3. ~~When completed,~~ Marshwood will continue to provide access to the surrounding streets with adequate capacity to meet the anticipated needs of the nursing home.
4. ~~The renovated Marshwood will~~ continue not be intrusive on adjacent neighbors nor will it have a negative impact on these neighbors' views.
5. ~~According to the City's policy relating to non-residential uses adjacent to residential uses, Marshwood's~~ Marshwood's site is ~~of~~ remains of adequate size and professionally designed to eliminate any adverse impact on abutters and neighbors.
6. ~~Also~~ Marshwood has adequate water and sewer capacity to preclude any problems with neighbors.
7. There will be no adverse impact from stormwater runoff to downstream abutters and ~~professional designed landscaping/buffering will~~ continue to protect adjacent residential neighbors.

CONDITIONAL REZONING AGREEMENT

The proponent requests that the official zoning map for the City be amended by modifying the existing conditional rezoning agreement with the subject property remaining conditionally rezoned Institutional Office (IO), subject to the limitations more fully described below.

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

- A. The use of the property shall remain limited that of a nursing home facility and shall be limited to 108 residents.
- B. The only access to Marshwood Nursing Care Center shall be via Roger Street.
- C. The following standard conditions also apply:

1. A violation of any of the conditions shall constitute a violation of the Zoning and Land Use Code.
2. The conditions shall bind the owners, their successors, assigns and any person in possession or occupancy of the premises or any portion thereof and shall inure to the benefit of and be enforceable by the City of Lewiston.
3. The owners, at their expense, shall record in the Androscoggin County Registry of Deeds a copy of the conditions within thirty (30) days following final approval of the petition by the City and that the form of recording be in a form satisfactory to the City of Lewiston.
4. The conditions shall run with the subject premises.
5. In addition to all other remedies to which the City may be entitled under applicable provisions of the statute or ordinance, that if any party in possession or use of the premises fails or refuses to comply with any of the conditions imposed that any rezoning approved by the City in accordance with the conditions shall be of no force and effect, and in that event, any use of the premises and any buildings and structures developed pursuant to the rezoning shall immediately be abated and brought into compliance with all applicable provisions of the Zoning and Land Use Code with the same effect as if the rezoning had never occurred.
6. If any of the conditions are found by a court of competent jurisdiction to be invalid, such a determination shall not invalidate any of the other conditions
7. Any rezoning approved by the City conditionally shall be of no force or effect if the proponent fails or refuses to comply with conditions imposed.
8. By submitting this proposal, the proponent agrees in writing to the conditions described herein.

Witness

MARSHWOOD ASSOCIATES

By its General Partner

Marshwood, Inc.

MARSHWOOD REALTY, INC

President

David L. Friedman _____

Androscoggin, ss.

19942014

Lewiston, Maine

Personally appeared the above named ~~David L. Friedman~~ _____, and acknowledged the foregoing to be his free act and deed.

Notary Public

EXHIBIT "A"
CONDITIONAL REZONING AMENDMENT

The City of Lewiston hereby ordains that Article ~~4IV~~, Section 1, Appendix A of the Zoning and Land Use Code "A map entitled Official Zoning Map, City of Lewiston ~~Zoning Map~~" be amended by conditionally rezoning Tax Map 25D ~~Map 10, Lot 135~~, 33 Roger Street from Suburban Residential (SR) to Institutional Office (IO) District, subject to the following conditions:

A. — The sole purpose of the conditional zone change to is allow for the continued operation of this licenses nursing home and for the remodeling and expansion of Marshwood Nursing Care Center which changes shall be done in strict compliance with the approved plan currently before the Lewiston Planning Board. Furthermore, Marshwood Nursing Care Center shall be limited to 100 ~~108~~ residents.

B. — Subject to state and city fire departments, the only access to Marshwood Nursing Care Center shall be via Roger Street.

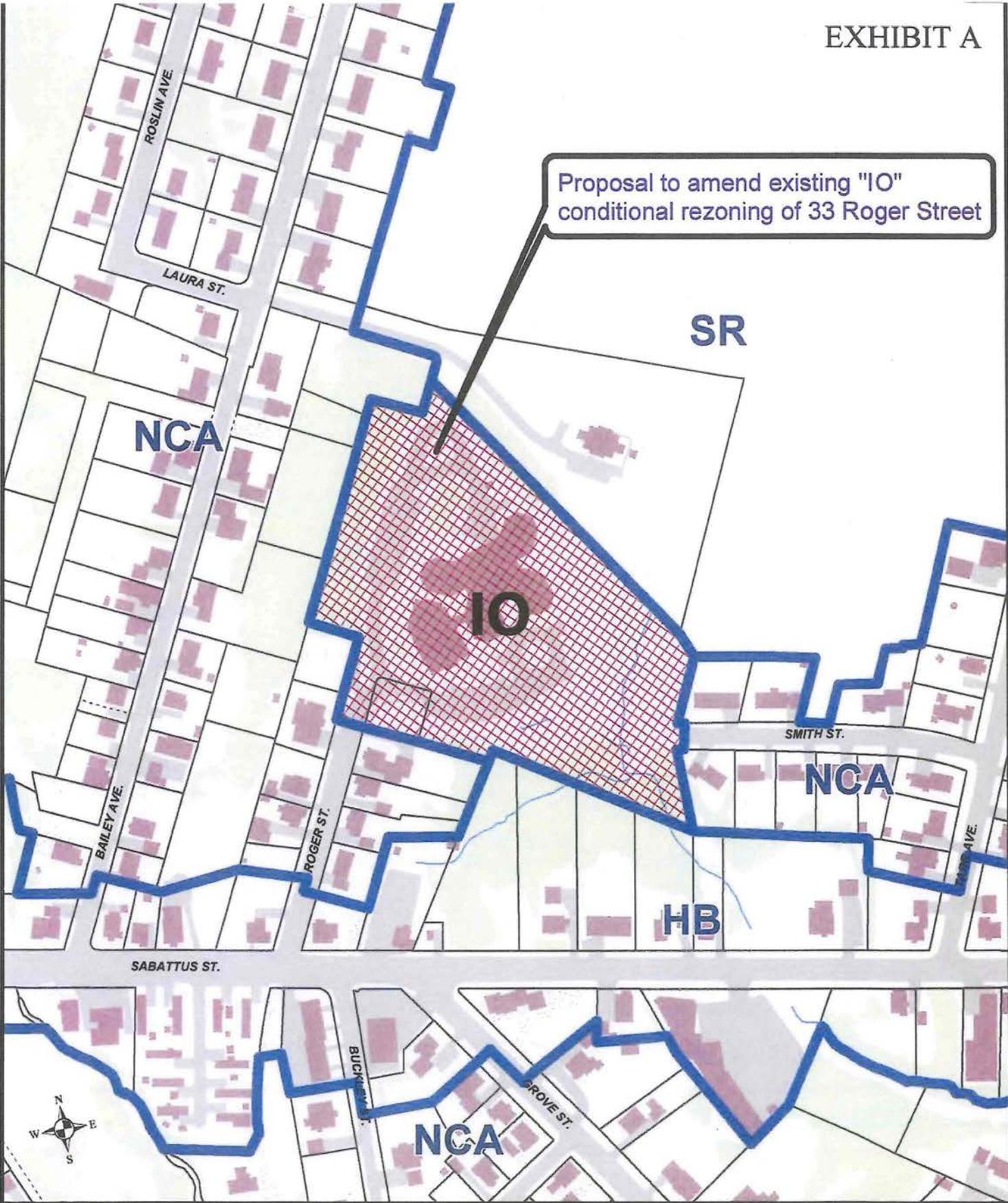
C. — Any future changes to the exterior of Marshwood Nursing Care Center shall be first reviewed and approved by the Lewiston Planning Board and City Council.

~~DC.~~ — The following standard conditions also apply:

- ~~1. — A violation of any of the conditions shall constitute a violation of the Zoning and Land Use Code.~~
- ~~2. — The conditions shall bind the owners, their successors, assigns and any person in possession or occupancy of the premises or any portion thereof and shall inure to the benefit of and be enforceable by the City of Lewiston.~~
- ~~3. — The owners, at their expense, shall record in the Androscoggin County Registry of Deeds a copy of the conditions within thirty (30) days following final approval of the petition by the City and that the form of recording be in a form satisfactory to the City of Lewiston.~~
- ~~4. — The conditions shall run with the land being rezoned.~~
- ~~5. — In addition to all other remedies to which the City may be entitled under applicable provisions of the statute or ordinance, that if any party in possession or use of the premises fails or refuses to comply with any of the~~

~~conditions imposed that any rezoning approved by the City in accordance with the conditions shall be of no force and effect, and in that event, any use of the premises and any buildings and structures developed pursuant to the rezoning shall immediately be abated and brought into compliance with all applicable provisions of the Zoning and Land Use Code with the same effect as if the rezoning had never occurred.~~

- ~~6. If any of the conditions are found by a court of competent jurisdiction to be invalid, such a determination shall not invalidate any of the other conditions.~~



**Proposed Amendment to Conditional Rezoning
33 Roger Street**

March 2014

Bk 5858 Pg 267 #7939
04-07-2004 @ 01:09p

SHORT FORM WARRANTY DEED

NURSING ADMINISTRATORS, INC., a Maine corporation, doing business in Lewiston, Maine FOR CONSIDERATION PAID, grants to MARSHWOOD REALTY, INC., whose mailing address is c/o Sandy River Health Systems LLC, 509 Forest Avenue, Portland, Maine 04101, WITH WARRANTY COVENANTS, the real property located in Lewiston, Androscoggin County, State of Maine, more particularly described on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Nursing Administrators, Inc. has caused this instrument to be executed by Daniel J. Maguire, its duly authorized Vice President, this 1st day of April, 2004.

WITNESS:

NURSING ADMINISTRATORS, INC.

NO MAINE R.E.
TRANSFER TAX PAID

Melodie L. Hopkins

By: *Daniel J. Maguire*
Daniel J. Maguire, Vice President

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

April 6, 2004

Personally appeared the above-named Daniel J. Maguire, Vice President of Nursing Administrators, Inc., as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Nursing Administrators, Inc.

Before me,

Auralee J. Bussone
Notary Public/Attorney-at-Law



Print Name: **AURALEE J. BUSSONE**
NOTARY PUBLIC, MAINE
My commission expires: **MY COMMISSION EXPIRES JULY 11, 2005**

EXHIBIT A
LEGAL DESCRIPTION
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 024-22043
MARSHWOOD NURSING CARE CENTER

A certain lot or parcel of land situated in Lewiston, in Androscoggin County, State of Maine, bounded and described as follows:

Beginning at a point in the northwesterly line of Roger Street, so called, at the northeasterly terminus of said Roger Street, as accepted by the Inhabitants of the City of Lewiston on January 6, 1949; said point also being in the southeasterly line of land conveyed to Robert R. Caron and Carmen S. Caron by Joseph D. Caron by deed dated May 16, 1968; and recorded in the Registry of Deeds for Androscoggin County in Book 987, Page 735; thence

1. North forty one degrees three minutes twenty eight seconds East (N 41° 03' 28" E) along the southeasterly line of said Caron's land and along the projection northeasterly of the northwesterly line of said Roger Street, a distance of one hundred eighty four and thirty hundredths (184.30) feet to an iron pipe set in the ground at the easterly corner of land conveyed to said Robert R. Caron and Carmen S. Caron by said Joseph D. Caron by deed dated June 24, 1970 and recorded in said Registry in Book 1019, Page 712, thence;
 2. North forty eight degrees fifty six minutes thirty two seconds West (N 48° 56' 32" W) along the northeasterly line of said Caron's land and at right angles to the last mentioned line, a distance of ninety one and seventeen hundredths (91.17) feet to an iron pipe set in the ground at the northerly corner of said Caron's land; said iron pipe also being in the southeasterly line of land conveyed to Jacqueline D. Tardiff by Allan Wilson and Patricia Wilson by deed dated September 7, 1979 and recorded in said Registry in Book 1424, Page 344, thence;
 3. North forty one degrees three minutes twenty eight seconds East (N 41° 03' 28" E) along the southeasterly line of said Wilson's land and along the southeasterly line of land conveyed to Joseph Nadeau and Germaine Nadeau by Richard A. Moore by deed dated September 22, 1978 and recorded in said Registry in Book 1360, Page 327 and along the southeasterly line of land conveyed to Jaqueline C. Roy by Edward B. Yokell by deed dated October 10, 1972 and recorded in said Registry in Book 1062, Page 57 and also along the southeasterly line land conveyed to Richard H. Roy by Joseph D. Caron by deed dated March 9, 1966 and recorded in said Registry in Book 955, Page 287, and parallel to the first mentioned line, a distance of three hundred ninety nine and ninety four hundredths (399.94) feet to an iron rod set in the ground at a corner of said Roy's land, thence;
 4. South forty eight degrees fifty six minutes thirty two seconds East (S 48° 56' 32" E) along the southwesterly line of said Roy's land and at right angles to the last
-

mentioned line, a distance of ninety one and seventeen hundredths (91.17) feet to an iron rod set in the ground at the southerly corner of said Roy's land, thence;

5. North forty one degrees three minutes twenty eight seconds East (N 41° 03' 28" E) along the southeasterly line of said Roy's land and parallel to the first mentioned line, a distance of sixty and fifty six hundredths (60.56) feet point, thence;
 6. South eighteen degrees forty five minutes seventeen seconds East (S 18° 45' 17" E) a distance of six hundred fifty two and seventy eight hundredths (652.78) feet to a point at the northwesterly corner of land conveyed to George P. Phillips and Rena S. Phillips by Reina S. Leonas by deed dated January 22, 1987 and recorded in said Registry in Book 2045, Page 268, thence;
 7. South thirty seven degrees thirty four minutes no seconds West (S 37° 34' 00" W) along the westerly line of said Phillips' land, a distance of one hundred sixteen and sixty seven hundredths (116.67) feet to an iron rod set in the ground at the southwest corner of said Phillips' land said iron rod also being on a projection westerly of the northerly line of Smith Street, so called, thence;
 8. South sixty four degrees fifty three minutes no seconds East (S 64° 53' 00" E) along the southerly line of said Phillip's land and along the projection westerly of the northerly line of said Smith Street, a distance of twenty four and thirty six hundredths (24.36) feet to a point in the westerly terminus of said Smith Street as accepted by the Inhabitants of the City of Lewiston on November 19, 1953, thence;
 9. Southwest and southerly direction along the westerly terminus of said Smith Street and along the arc of a forty (40) foot radius curve to the left, a distance of fifty two and thirty four hundredths (52.34) feet to a point in the southerly line of said Smith Street, said point also being in the northerly line of land conveyed to Timothy Pelletier and Lori Pelletier by Roger A. Spencer and Vera M. Spencer by deed dated June 10, 1986 and recorded in said Registry in Book 1943, Page 131, thence;
 10. North sixty four degrees fifty three minutes no seconds West (N 64° 53' 00" W) along the projection westerly of the southerly line of said Smith Street and also along the northerly line of said Pelletier's land, a distance of thirty one and eight hundredths (31.08) feet to an iron rod set in a twelve inch stump at the northwesterly corner of said Pelletier's land, thence;
 11. South twelve degrees sixteen minutes ten seconds West (S 12° 16' 10" W) along the westerly line of said Pelletier's land, a distance of one hundred forty three and ninety seven hundredths (143.97) feet to a point at the southwest corner of said Pelletier's land, said point being in the northerly line of land conveyed to Roland Martin and Judy Martin by Acadia Resources, Inc. by deed dated March 26, 1985 and recorded in said Registry in Book 1729, Page 203, thence;
-

12. North sixty four degrees fifty three minutes no seconds West (N 64° 53' 00" W) along the northerly line of said Martin's land and parallel to the southerly line of said Smith Street, a distance of forty nine hundredths (0.49) feet to a point at the westerly corner of said Martin's land and at the easterly corner of land conveyed to The Secretary of the Department of Veterans Affairs by Lomas Mortgage USA, Inc. by deed dated October 5, 1993 and recorded in said Registry in Book 3136, Page 158, thence;
 13. North forty two degrees sixteen minutes one second West (N 42° 16' 01" W) along the northeasterly line of said Secretary of the Department of Veterans Affairs' land and along the northeasterly line of land conveyed to Jean Paul Tardif and Anita Tardif by Joseph J. Madore and Juliette T. Madore by deed dated May 2, 1960 and recorded in said Registry in Book 825, Page 477 and also along the northeasterly line of land conveyed to Byron C. Adams, Jr. and Yvette A. Adams by Jennie C. Adams by deed dated January 27, 1964 recorded in said Registry in Book 909, Page 348 and conveyed to said Byron C. Adams, Jr. and Yvette C. Adams by Byron C. Adams, Jr. by deed dated January 9, 1968 and recorded in said Registry in Book 983, Page 793, a distance of three hundred seventy two and two hundredths (372.02) feet to an iron rod set in the ground at the northerly corner of said Adams' land, thence;
 14. South forty seven degrees fifty nine minutes twenty seven seconds West (S 47° 59' 27" W) along the northwesterly line of said Adams' land, a distance of twenty eight and twenty eight hundredths (28.28) feet to a point at the northerly corner of land conveyed to Nursing Administrators, Inc. by Michael R. Tardif and Mary B. Tardif by deed dated August 4, 1994 and recorded in said Registry in Book 3313, Page 81, thence;
 15. North forty eight degrees fifty six minutes thirty two seconds West (N 48° 56' 32" W) along the northeasterly line of said Nursing Administrators, Inc.'s land, a distance of one hundred twenty four and twenty one hundredths (124.21) feet to an iron rod set in the ground at a corner of said Nursing Administrators, Inc.'s land, thence;
 16. North forty one degrees three minutes twenty eight seconds East (N 41° 03' 28" E) along the southeasterly line of said Nursing Administrators, Inc.'s land and at right angles to the last mentioned line and also parallel to said Roger Street, a distance of ten and no hundredths (10.00) feet to a point, thence;
 17. North forty eight degrees fifty six minutes thirty two seconds West (N 48° 56' 32" W) at right angles to the last mentioned line, a distance of one hundred and no hundredths (100.00) feet to a point, said point being on a projection northeasterly of the southeasterly line of said Roger Street, thence;
 18. South forty one degrees three minutes twenty eight seconds West (S 41° 03' 28" W) along the northwesterly line of said Nursing Administrators, Inc.'s land and along the projection northeasterly of the southeasterly line of said Roger Street, a distance of eleven and fifty eight hundredths (11.58) feet to an iron rod set in the ground at the northeasterly terminus of said Roger Street, thence;
-

19. Northwesterly and westerly and southwesterly direction along the northeasterly terminus of said Roger Street and along the arc of a forty (40) foot radius curve to the left a distance of seventy two and ninety four hundredths (72.94) feet to the point of beginning.

Being the same property referenced in an "ALTA/ACSM Land Title Survey on Roger Street, Lewiston, Maine 04240 Made For Marshwood Realty, Inc. 33 Roger Street, Lewiston, Maine 04240," prepared by Owen Haskell, Inc. dated February 24, 1999 and revised as of March 31, 2004.

Bearings are magnetic, January 1972.

O:\UNB\78232 Sandy River\340-HUD Refinancings\Marshwood\EXHIBIT A.doc

ANDROSCOGGIN COUNTY
Tina M. Channard
REGISTER OF DEEDS

LEWISTON CITY COUNCIL
MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Adoption of City Policy regarding Multifamily Energy Efficiency Loan Program.

INFORMATION:

The City Administrator and Director of Economic and Community Development are recommending the adoption of a new city policy regarding the establishment of a Multifamily Energy Efficiency Loan Program. The program will utilize CDBG funds and will work in connection with Efficiency Maine. Please reference the memo from Lincoln Jeffers, Director of Economic and Community Development, for additional details regarding the new policy.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EVATSKMM

REQUESTED ACTION:

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

To establish and adopt the City Multifamily Energy Efficiency Loan Program, Policy Manual Number 12-5, as recommended by the City Administrator and Director of Economic and Community Development.

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



City of Lewiston Maine
City Council Resolve
May 20, 2014



Resolve, Establishing Master Policy 12-5 Multifamily Energy Efficiency Loan Program

Whereas, the City of Lewiston is annually a recipient of federal Community Development Block Grant funding; and

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

Whereas, the provision of decent housing and a suitable living environment are two of the core goals of the CDBG Program; and

Whereas, energy costs consume an inordinate proportion of multi-family building budgets, resulting in less funding being available for other capital improvements and maintenance; and

Whereas, Efficiency Maine has a *Multifamily Efficiency Program* that provides rebates for energy improvements that helps capitalize the conversion of multifamily buildings from oil to gas, the replacement of furnaces and hot water heaters, the installation of insulation and other energy improvements; and

Whereas, city staff have developed a *Multifamily Energy Efficiency Loan Program (ENERGY)* that is capitalized with CDBG funds and that work in concert with Efficiency Maine's program; and

Whereas, reducing energy consumption and improving the thermal efficiency of buildings with increased insulation and more cost effective mechanical systems will improve the comfort and quality of housing, resulting in a better living environment;

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

The *Multifamily Energy Efficiency Loan Program (ENERGY)*, described in the attached pages, be established as Master Policy 12-5. These pages define eligibility, the rules governing the program and how to apply for it.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: **ENERGY Loan Program**
Date: May 15, 2014

One of the greatest challenges landlords have been facing in recent years is the high cost of energy associated with keeping their buildings heated. Natural gas is a lower cost fuel source, but the cost of converting from an oil based system to natural gas has been cost prohibitive for many landlords running on tight margins. As an outgrowth of discussions with state and local agencies, City staff have developed a loan program that will assist multi-family building owners convert to natural gas and make other energy improvements that will result in a 20% savings in energy costs.

Program Summary

Efficiency Maine has a rebate program for energy improvements to multi-family buildings of 5 units or more. To access the program property owners select and work with an energy auditor, approved by Efficiency Maine, who conducts an energy audit on a building, from which a list of improvements are developed that will result in at least a 20% savings in energy consumption. Common improvements required to achieve the 20% savings could include replacement of a furnace and or water heaters, conversion from oil to gas, insulation, low flow aerators and other improvements. If recommended improvements to achieve the 20% energy consumption reductions are made, the building is eligible for a rebate from Efficiency Maine of \$1,600 per unit.

The City's ENERGY Program will build upon the rebates available from Efficiency Maine. The project costs the city will lend upon will be an amount twice the size of the Efficiency Maine rebate the project is eligible for. The owner will be required to invest 20% of that amount, and the city will make a loan for the other 80% of the project costs. The total project costs needed to achieve the 20% energy savings may exceed an amount 2X the size of the rebate; or may include improvements needed beyond those just for energy efficiency, such as replacement of a leaky roof so as to protect new or increased insulation in the attic. If that is the case, the property owner will be responsible for the additional cost and the owner match may exceed 20% of the City project costs. When the rebate is paid, it will come directly to the city, leaving an outstanding loan with

the property owner for 30% of the project costs. The money will be lent for up to 10 years at 2% for owners that live in Lewiston or Auburn; and at 3% if the owner's principal residence is outside of LA.

Affordable Housing Requirement

After completion of the work, 51% of the units in the rehabilitated building must be leased to low/moderate income residents for one year at rates not to exceed Fair Market Rents, as established and updated by HUD annually. Property owners will be required to provide documentation showing they are meeting this standard.

Application

To be eligible a building must be 5 or more units, located in the CDBG Target area of Census Tracts 201 – 204, and determined structurally sound by Code Enforcement. Property owners must be current on all taxes, utility, and other fees owed to the City, and must be in "good standing" with Code Enforcement.

As part of the Lewiston ENERGY Program application, the building owner must pick an Efficiency Maine qualified energy auditor who will serve as their Multifamily Partner (MFP), who will conduct an energy audit of the building and develop the rehabilitation scope of service that will be required to achieve the 20% savings. The owner will pay the City \$250 per unit for the energy audit. This payment will count toward the owners 20% match requirement. After the energy audit and scope of service have been developed the property owner will decide whether they want to go forward with the project or not. If they decide to stop at this point the MFP will be made whole by the city from the \$250 per unit fees paid by the building owner.

Attached is a more complete program description.

City staff recommends approval of this program. It will assist owners of larger multi-family buildings achieve energy savings, making the buildings more comfortable for tenants, and perform better financially for owners.

Multifamily Energy Efficiency Loan Program (ENERGY)

Program Overview

The City's Multifamily Energy Efficiency Loan Program (ENERGY) is a key strategy to bring energy improvements and financial stability in the downtown rental housing properties. Eligible multifamily property owners will be required to participate in Efficiency Maine's "Custom Path" energy program which requires that the owner select an energy auditor approved by Efficiency Maine (known as Multifamily Efficiency Partner) who will develop an Energy Reduction Plan that will reduce energy consumption by 20%.

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

The benefits to the property owner through the "Custom Path" program through Efficiency Maine, will be a guarantee that each property will have a full energy audit, a written Energy Reduction Plan with direct/meaningful recommendations and scope of work needed to qualify for a 50% rebate in total project costs from Efficiency Maine. This strategy will maximize the amount of funding available for the property owner with the guarantee of a return on investment.

Program Criteria

Property Eligibility: To be eligible, the property must be a rental property with 5+ units, located in the target area; may be owner occupied or investor owned; in "good standing" with Code Enforcement; and building must be structurally sound. Mixed use commercial properties with rental units may qualify under this program, but needs to meet the parameters of the Efficiency Maine program.

Applicant Eligibility: The applicant must have proof of ownership of the building; must be current on all City assessments for the property itself and any other buildings owned in the City of Lewiston; and may not be an elected or appointed City Official. At least 51% of the rental units in the property must be occupied by low-moderate income residents. (See Appendix 3: Median Family Income Guidelines). As part of the application, the owner must provide Tenant Income Verification Forms filled out and signed by the tenant. (See Appendix 4: Tenant Income Verification Form). Owner must provide releases to the City for all energy consumption for the past year, a current rent roll and proof of actual rents received, verifiable proof of operating

expenses for the past two years which will be included into a rental proforma that will be used to determine financial viability.

Affordability Requirements: At least 51% of the units must be rented to low-moderate income residents for a period of one year. (See Appendix 2: Fair Market Rents). See Boilerplate for detailed description.

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

Eligible Expenses: Allowable improvements are identified in the energy audit and delineated in the Custom Path Energy Reduction Plan that has been prepared by a Multifamily Partner. The most common improvements may include: replacement of furnace, conversion of oil to gas, water heaters, insulation, low flow aerators, etc. Other improvements affecting the efficiency of the property may be required and can be included under the total project costs with the Efficiency Maine program. These are: repair/replacement of a roof before insulation is blown into the attic or replacement of knob and tube wiring before insulating the walls; etc.

Program Administration: The rental property owner applies to the City of Lewiston Economic and Community Development Department for the City's ENERGY program. Once pre-qualified for the City program, the owner will choose a Multifamily Partner (MFP) from the Efficiency Maine website. The MFP will begin the energy audit, a fee of \$250/unit will be required from the owner as a commitment to proceed. This fee will be paid to the City in 1/3 increments, with the final payment received prior to the release of the Energy Reduction Plan (ERP). This audit fee will be considered as part of the applicant match. If the owner does not proceed with the Energy Program, the City will keep the audit fee and reimburse the MFP for time spent on the audit. The owner, the MFP and the City will meet to discuss the Energy Reduction Plan (ERP) plan, the MFP will write the specifications and bid the work. The construction management will proceed according to the City's rehabilitation guidelines. Davis Bacon Wage Rates will apply to all projects in excess of 9 units. The City will provide the proper documentation for the bid package. The contractors will be required to obtain the proper permits from the Code Enforcement Department; and provide a copy of insurance, RRP certification if required, and any other required documentation according to the City rehabilitation programs. There will be no self-help allowed by the owner even if they are a contractor, only qualified contractors that have been properly vetted by the City will be allowed to complete the work under this program.

(City requirement not Efficiency Maine). Once all qualified bids are received, the City will prepare the file for the Loan Qualification Committee (LQC) for approval.

Financing Structure: Once approved by the LQC, the total project costs is equivalent to 2x's the size of the expected rebates from Efficiency Maine. From this total project cost, a 20% verifiable match is required from the owner (minus the fee from the energy audit); the City will provide a "bridge" loan to fund the recommended energy improvements or 80% of the total project cost. The owner must agree to have the City act as "Agent for Owner". Once the energy improvements have been made, and verified through an Independent Engineer appointed by Efficiency Maine; the rebates (50% of the total project cost) will be paid directly from Efficiency Maine to the City to repay 50% of the loan back immediately leaving a loan of 30% to be repaid by the Owner to the City over a period of 10 years.

The total project costs needed to qualify for the 20% energy savings may exceed the cost of twice the rebates. If this occurs, the owner will be responsible for the additional cost and the owner match may exceed 20%.

10 unit building – total project costs	\$32,000	(2x's rebates of \$16,000)
Owner contribution	\$ 6,400	(20% match including audit fees)
Efficiency Maine (\$1,600/unit	<u>(\$16,000)</u>	Rebates repays 30% of City loan
City of Lewiston loan after rebates received	\$ 9,600	(30% loan)

After construction is completed, it takes 4-6 weeks for Efficiency Maine to pay out the rebates. City of Lewiston as "Agent for owner" receives rebate directly from Efficiency Maine, after an independent Engineering Company determines that the program thresholds have been met and the energy improvements have met the threshold requirements of 20% in energy savings.

Financing Terms: Terms will be tiered as follows:

- Principal residence of owner inside Lewiston or Auburn, 2% up to 10 years as determined by LQC
- Principal residence outside Lewiston-Auburn, 3% up to 10 years as determined by LQC

Funding Agreement: Applicants must agree to the terms and conditions of the program. All loans will be secured by a Mortgage and require a Personal Guaranty of all owners and partners.

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

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

To Apply for a City Loan or Grant

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

Application Submission

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

- a) Completed and signed application form and application checklist for documents required to be submitted
- b) Financial information is required with all applications including: household income; two years of personal income taxes; two months of personal bank statements; financial records on the property to be rehabilitated; a copy of current Hazard Insurance on the property; and other information as requested to make a determination on credit worthiness for a loan.
- c) Addresses of all properties in the City of Lewiston owned wholly or in part by the applicant.
- d) Current photograph of property to be improved

Application Processing and Review

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

Verification of Information

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

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

As part of the approval process, Community Development Coordinator will conduct an initial inspection of the property with the owner, and Code Enforcement (CE) to ensure that the proposed improvements will add value and that the building can support the proposed improvements. Code Enforcement will make recommendations as needed, including items that do not meet code and need to be repaired as part of the project. The Community Development Coordinator will ensure that the proper scope of work and bid documents are prepared.

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

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

CDBG Residential Program Definitions

Affordability Guidance:

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

- a. Monthly rental charges for each dwelling unit in the property, at the time of application and during the affordability period, must not exceed the maximum Fair Market Rent (FMR) established by HUD minus the allowance for tenant paid utilities. The City loan programs follow the HUD approved FMR exception rents up to 120% of the established FMR and the utility allowance for tenant paid utilities as adopted by the Lewiston Housing Authority. (See Appendix B.)
- b. Rents must remain affordable for a one (1) year affordability period after construction is finished and the loan goes into repayment. Rents cannot be raised for that year.

Construction Oversight:

Construction oversight of the rehabilitation work for the City Housing Programs will be provided by the Community Development Coordinator. This will include review of the following documents: scope of work, bid documents, contractor bids, the construction contract, insurance and licensing requirements. Additionally, the Community Development Coordinator will provide oversight as the rehabilitation proceeds, approve change orders, and coordinate and attend the final inspection and closeout.

Household Income:

- a. Income of all members of the household is considered for computing total household income. This may include wages, salaries, overtime, bonuses, fees, tips, commissions, interest and dividend income, net rental income, child support, alimony, Social Security benefits, SSI retirement, pension, or annuity, AFDC, unemployment benefits, worker's compensation, and disability or benefits from any source.
- b. For the purpose of computing income, a household shall be defined as all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or

any other group of related or unrelated persons who share living arrangements.

- c. Exception -- An exception to calculating household income is for boarders of the applicant. A boarder is an adult who pays the market rate to rent a room and shares kitchen facilities with the applicant. The applicant must produce verification of rental income such as canceled checks and rental income on a federal income tax form. The gross income of the boarder will not be included in calculating the applicant's household income. Instead, the HUD Fair Market Rent for a 0 bedroom unit shall be added to household income. The boarder will not be counted as a household member when calculating family size.

Investor: A property owner that does not live in the property to be rehabilitated who may receive rehabilitation assistance in order to improve housing conditions for low/moderate income tenants.

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

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

Rehabilitation Costs: The total of contractor estimates from eligible contractors for the scope of the work. Part of this scope of work may include lead hazard control or abatement. The Community Development Coordinator will determine whether the rehabilitation calls for lead hazard control measures. This may involve hiring a risk assessor or lead inspector who will determine whether lead hazards exist and what methods must be used to control them. All lead related contractors must have the proper certifications as required by HUD, EPA, and MEDEP. A copy of the certification will be required with the contractor's bid. If lead hazards exist, a clearance test of the construction area will be required from a licensed risk assessor to confirm the absence of lead hazards after the work is completed. The Contractor and owner will work closely to minimize the need to displace occupants of a dwelling unit as well as ensure no residents of the property are affected by lead hazards.

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

Target Areas: A designated neighborhood area defined by the Department for concentrated use of Community Development Block Grant Funds. Census Tracts 201, 202, 203, and 204 are designated as the "Target Area".

Risk Analysis and Underwriting Criteria

All loans will be underwritten by staff or contractors of the Economic and Community Development Department.

The following underwriting criteria will be used to evaluate the financial strength of the borrower and the anticipated success of the project:

- a. Debt Coverage Ratio (DCR) defined as the monthly debt compared to the monthly net income. The City will expect a DCR of at least 1.10
- b. Loan to Value Ratio (LTV) defined as the Total Loan Balances of the mortgages divided by the Fair Market Value of the Property. While LTV's that exceed 100% are discouraged the Loan Qualification Committee (LQC) may consider LTV's that exceed 100% on a case by case basis to determine the suitability of making the loan.
- c. Commitment of other lenders/Terms of the Commitment/Subordination
- d. Repayment/Refinancing Collateral
- e. Matching source from an institutional lender, owner financing, insurance company, and/or any other source acceptable to the lender
- f. Track record of cooperation with Code Enforcement and other City departments
- g. Verification that all City Department assessments (taxes, City utilities, etc) have been paid

The file will be documented with this information and reviewed by staff to determine whether or not the project is financially feasible and ready to move to the Loan Qualification Committee for approval.

Application Approval:

All applications for program funding are presented for review and approval to the Loan Qualification Committee (LQC), which consists of: the City of Lewiston's City Administrator, Economic & Community Development Director, Director of Finance, one member of the City Council, and one citizen representative preferably with lending experience.

The actions of the Committee shall be governed by the following rules:

- a. A majority of the Committee's members must be present to constitute a quorum. At least three (3) votes on the prevailing side are required to constitute a valid vote on any funding application.

- b. Committee approval of applications will be contingent upon the applicant meeting the requirements of the program they are applying for
- c. The Committee has the authority to adjust terms, rates, and the match requirement and underwriting ratios on a case-by-case basis.

Approval/Disapproval of the Funding Request

Once the LQC makes a recommendation, the applicant will be notified via telephone by a representative of the Economic and Community Development Staff. If the terms have been modified, the borrower will be given an opportunity to accept the new terms and conditions or request an appeal.

Appeal Process

The applicant may appeal the decision of the Loan Qualification Committee (LQC) under the following circumstances:

- a. Must be in writing with an explanation regarding why the applicant should be granted an appeal
- b. No new information may be presented by the applicant, only clarification of information that was not presented correctly.
- c. Request for an appeal must be made in writing to the LQC, Chairperson within 30 days of the date of the decision to deny or modify the terms of participation . The Chairperson will conduct the appeal process.
- d. The decision of the Chairperson is final.

General Terms and Conditions for Participation in the City Programs

This section sets forth the general terms and conditions to which an applicant must agree in order to receive a loan through the City.

Once the proposed work is approved for funding and a Commitment Letter is issued, Community Development Department staff will contact the owner to schedule an appointment for a loan closing. The following documents become part of the Funding Agreement between the City and the Owner: Commitment Letter, Terms and Conditions of the Program, Security Agreement or Mortgage, Promissory Note, Personal Guaranty of all owners, or other Agreements pertinent to the type of funding.

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

1. Complete within six (6) months all rehabilitation work as described in the loan application submitted by the applicant and approved by the Loan Qualification Committee. For exterior work, scheduled allowances may be made for weather if needed.
2. Repay in full and in the manner prescribed all loan money disbursed to the Borrower by the City of Lewiston through its programs.
3. The Borrower accepts ultimate responsibility for fulfilling this agreement and further agrees that:
 - a. Other verbal agreements or written contracts entered into for the completion of any rehabilitation activity are made solely between borrower and the respective contractor and/or supplier;
 - b. Borrower will indemnify and hold harmless the City of Lewiston and its agents from any and all disputes or claims of any nature for damages which may arise from the performance of any rehabilitation activity.
4. If a Borrower fails to maintain the property at or above the minimum acceptable level prescribed by municipal codes, the City Treasurer may assess an interest penalty to be added to the Borrower's monthly payment. This interest penalty shall be equal to the unpaid principal of the loan after the code violations are discovered times one-twelfth of the annual effective interest rate of the matching bank loan, and shall be assessed each first day of the month thereafter, until the code violations are corrected. If there is no matching loan, the effective interest rate shall be the rate then in effect for delinquent property tax payments.
5. The Borrower's failure to make any monthly payment in full within thirty (30) days of the date when due, or the Borrower's failure to make full payment of any late charge or interest penalty within thirty (30) days of the date assessed, shall constitute a default.
6. The entire principal balance and all accrued interest shall become immediately due and payable without notice or demand upon the following events:
 - a. The Borrower's failure to make any monthly payment in full within 30 days of the date when due or the Borrower's failure to make full payment of any late charge or interest penalty within 30 days of the date assessed;
 - b. The commencement of any proceedings by or against the Borrower under any bankruptcy or insolvency laws;
 - c. The dissolution of, insolvency of, appointment of a receiver for, or assignment for the benefit of creditors of any property of the developer;

- d. Loss of, substantial damage to, destruction of, sale of encumbrance upon (whether first or second position to this note and the mortgage securing this note), seizure of, levy against, attachment of, failure to pay any property taxes or other city utilities upon or insurance premiums on the project property
7. Rehabilitation Loans will require a security instrument which is acceptable to the City. The cost of preparation and registration of the security document will be the Borrower's responsibility to bear and will be payable to the City at the time of the loan closing.
8. A Borrower agrees to permit inspection by the City's ECDD and/or Code Enforcement personnel of the property, rehabilitation work, and all contract agreements, materials, equipment, payrolls, and conditions of employment pertaining to the rehabilitation project.
9. The Borrower agrees to follow the procedures and conditions of all established and applicable municipal ordinances in the physical rehabilitation and maintenance of improved property. Work not meeting minimum standards and procedures established by code is unacceptable for disbursement of any loan funds.
10. Disbursement of Program funds:
 - Disbursement of all Rehabilitation Loan funds is made to the Borrower or the contractor upon request submitted to the City's ECDD. Invoices received by Monday, end of day, will be processed for payment and checks will be available the following Thursday after 10:00 am. Any rehabilitation work that requires a match will be paid in part by the owner as match and in part by the City.
 - Repayment of the loan will begin upon completion of the construction phase or six (6) months after the closing date, whichever occurs first.
 - The above is contingent upon approved activities being completed according to applicable municipal codes. No money will be disbursed to reimburse the Borrower for improvements made to the property which were not approved by the Loan Qualification Committee before they were commenced.
11. The Borrower is required to maintain hazard insurance on the improved property for the full term of the note and in a minimum amount equal to the total value of all mortgages held on the property. Prior to disbursement of program funds, the City shall be listed as a loss payee on the policy for the property.

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

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

1) **Federal Labor Standards**: The Borrower must abide by established minimum wage rates (Davis Bacon Act as supplemented by Department of Labor regulations) contained in entitlement grant regulations 24 CFR 570.603. This is applicable only to rehabilitation of properties with 9 or more rental units.

2) **Lead-Based Paint Hazards**: Any Rehabilitation loans made by the City of Lewiston shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards. All contractors must be certified under the RRP rule from EPA and any other applicable regulations.

3) **"Section 3" of the Housing and Urban Development Act of 1968**: The Borrower must comply with the Provisions of Training, Employment and Business Opportunities and will comply with Title IX Section 915, Section 3 of the Housing and Urban Development Act of 1968, as amended in 1992; and in accordance therewith, in all work made possible by or resulting from this contract, affirmative action will be taken to ensure that residents (preferably lower income) of the City of Lewiston are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City of Lewiston are to the greatest extent feasible, awarded contracts. This is for contracts that exceed \$200,000.

4) **Flood Hazard Insurance**: If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.

5) **Fair Housing**: The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with the Fair Housing Act of 1968 as amended.

6) **The Civil Rights Act of 1964, codified**: The Borrower must not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or occupancy of an improved property and will comply with Title VI of **the Civil Rights Act of 1964, codified** in United States Code Title 42 Sec. 2000(d), and Title VIII of the Civil Rights Act of 1968,

and Section 109 of the Housing and Community Development Act of 1974, and in accordance therewith, no person in the United States shall, on the ground of race, color, national origin, religion, age, or sex, be excluded from participation in, be denied the benefits, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other federal financial assistance. The operating agency will immediately take any measures necessary to effectuate this agreement.

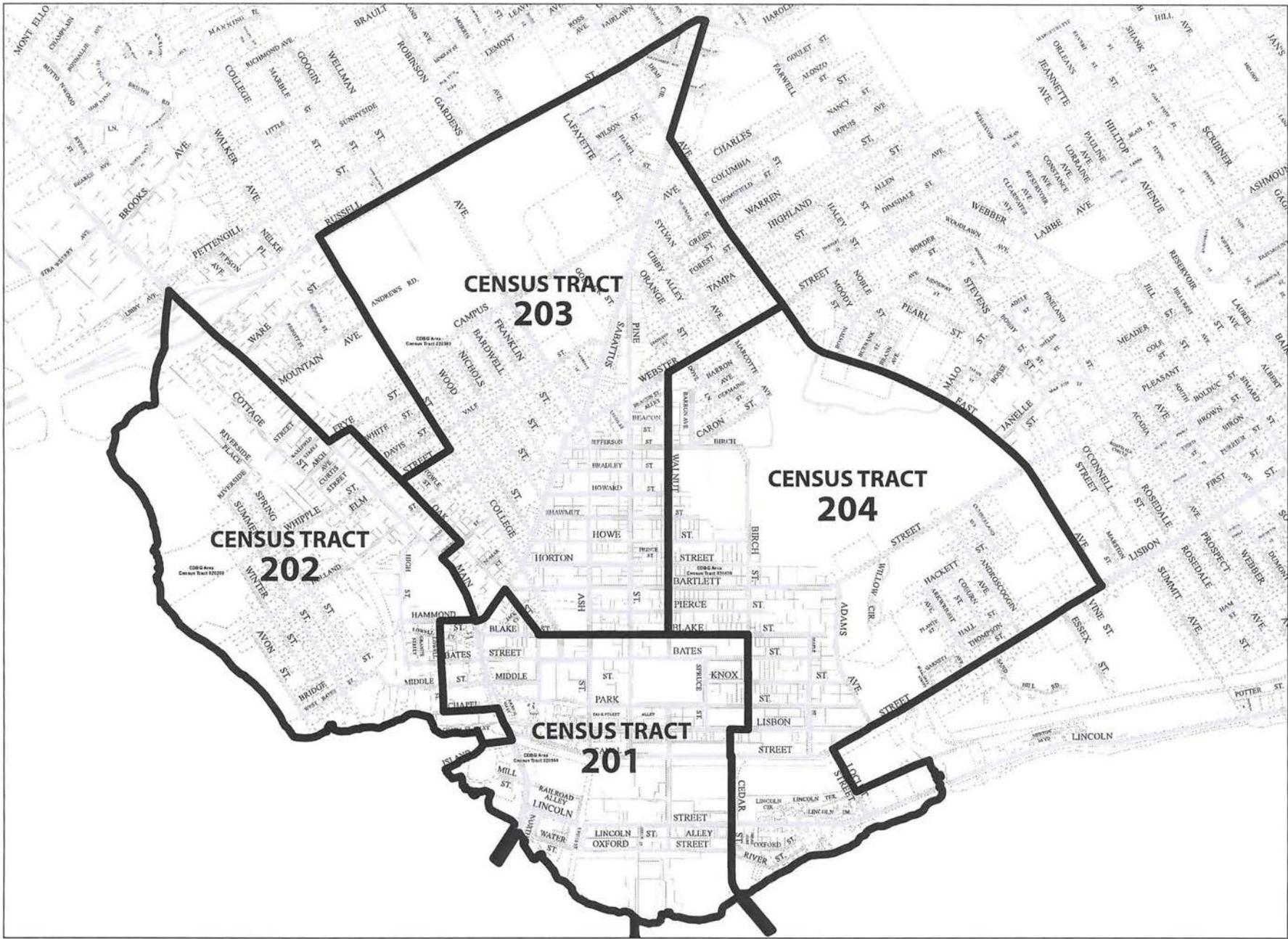
7) **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States and no Federal Housing Commissioner shall be admitted to share any part of this Program or any benefit to arise from the same.

8) **Interest of Members, Officers, or Employees of Operating Agency, Members of Local Governing Body, or Other Public Officials:** No member, officer, or employee of the Department of Development (Planning, Community Development or Code Enforcement) or its agents or assignees, no municipal officers of the City, and no other member of any board or commission, elected or appointed official of Lewiston, or employee of the City of Lewiston who exercises any decision-making functions or responsibilities regarding the Community Development Program shall have any direct or indirect pecuniary interest, as that term is defined by 30 MRSA, Section 2250, et seq., in any contract, subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under this agreement.

9) **Bonus, Commission or Fee:** The Borrower cannot pay any bonus, commission, or fee for the purpose of obtaining the City of Lewiston's approval of the loan application or any other approval or concurrence required by the City of Lewiston or its designee to complete the rehabilitation work financed in whole or in part with the rehabilitation loan.

10) **Federal Funding Accountability and Transparency Act:** The Owner shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg.55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

These guidelines may be amended as required by changes in federal programs.



This map is the property of Lewiston, Maine. It may not be reproduced or used in any form without the express written permission of Lewiston, Maine. The information contained herein is for informational purposes only and does not constitute an offer of insurance or any other financial product. For more information, please contact your insurance agent or the Lewiston, Maine Office of the Mayor at 207-753-2000.

**CDBG
Target Area**

Scale: 1" = 100'



LEWISTON CITY COUNCIL
MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Final Budget Public Hearing for the Fiscal Year 2015 Municipal Budget.

INFORMATION:

The City Council schedules and conducts two public hearings regarding the budget to receive citizen input. An initial public hearing is held earlier in the budget review process and a final public hearing is held at the end of the budget review process, prior to the final budget approval.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This public hearing is part of the budget process to receive citizen input.

ERB/kmm

REQUESTED ACTION:

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

To conduct a final budget public hearing to receive citizen input and communication regarding the proposed Fiscal Year 2015 Municipal budget.

LEWISTON CITY COUNCIL
MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Resolve approving the Final Adjustments to the Fiscal Year 2015 Municipal Budget.

INFORMATION:

Prior to final budget adoption, the Council must review and approve all adjustments to the proposed budget. The attached listing represents adjustments that the Council has already reviewed and discussed during budget workshops. The City Administrator and the Finance Director will be available to answer questions regarding the proposed budget adjustments.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The budget adjustments are presented to Council to provide various budget alternatives.

EA Blkmm

REQUESTED ACTION:

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

To adopt the Resolve approving the final adjustments to the Fiscal Year 2015 Municipal Budget.



**City of Lewiston Maine
City Council Resolve
May 20, 2014**

RESOLVE, Approving the Final Adjustments to the Fiscal Year 2015 Municipal Budget

Whereas, in accordance with the Charter, the City Administrator presented his proposed Fiscal Year 2015 budget to the City Council on March 25, 2014; and

Whereas, since then, the City Council has met on numerous occasions to review the various departmental budgets and to discuss changes to the Administrator's proposal; and

Whereas, throughout this process, the City Council has shown support for certain changes and adjustments affecting both the revenue and expenditure budgets; and

Whereas, the overall goals of this effort were to maintain essential public services while reducing the impact of the budget on the taxpayers of the City of Lewiston; and

Whereas, the following summary represents the results of this effort;

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

the following Final Budget Adjustments Summary for Fiscal Year 2015, is hereby approved:

1	41110	4028819	Youth Council	450
2	41220	4035800	Public Safety Supplies	250
3	41220	4050500	Office Equipment	750
4	41310	4015000	Legal	5,000
5	41410	4021500	Postage	500
6	41410	4028800	Misc. Services	200
7	41410	4030500	Office Supplies	150
8	41410	4039800	Other Supplies	200
9	41410	4042000	Dues	360
10	41440	4012500	Temporary Wages	1,500
11	41510	4020500	Printing	715

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

12	41510	4024500	Subscriptions	50
13	41520	4031000	Printing	150
14	41520	4042000	Dues	185
15	41530	4031000	Printing	150
16	41550	4011000	Salaries	18,644
17	41550	4012000	Overtime	200
18	41550	4021500	Postage	709
19	41550	4028801	Lien Recording	350
20	41550	4042000	Dues	50
21	41590	4027000	Repair to Equipment	1,540
22	41600	4020500	Printing	125
23	41600	4050500	Office Equipment	6,900
24	41610	4011000	Salaries	7,328
25	41610	4042000	Dues	240
26	41710	4021000	Advertising	450
27	41710	4024500	Subscriptions	525
28	41710	4031000	Printing	200
29	41710	4042000	Dues	200
30	41910	4022500	Utilities	1,000
31	41910	4058000	Buildings	9,300
32	41930	4026100	Outside Rental	3,000
33	41930	4027600	Repairs to Grounds	250
34	41940	4026100	Outside Rental	1,000
35	41940	4027600	Repairs to Grounds	300
36	41950	4026100	Outside Rental	1,000
37	41950	4027600	Repairs to Grounds	150
38	41960	4027600	Repairs to Grounds	200
39	41970	4036000	Small Tools	650
40	41970	4026100	Outside Rental	1,000
41	41970	4027500	Repairs to Building	700
42	41970	4027600	Repairs to Grounds	300
43	41970	4058000	Buildings	10,000
44	42110	4020500	Printing	100
45	42110	4022000	Telephone	1,080
46	42110	4028800	Misc. Services	150
47	42110	4042000	Dues	240
48	42120	4012000	Overtime	5,000
49	42130	4011000	Salaries	66,839
50	42130	4012000	Overtime	(3,500)
51	42130	4026500	Repairs to Vehicles	2,000
52	42130	4028900	Training	7,500
53	42130	4034500	Uniforms	5,250
54	42130	4051000	Vehicles	90,800
55	42160	4039800	Other Supplies	400
56	42210	4020500	Printing	100
57	42210	4021500	Postage	100
58	42210	4022000	Telephone	100
59	42210	4027000	Repairs to Equipment	100

The City of Lewiston is an EOE. For more information, please visit our website @ 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

60	42210	4028800	Misc. Services	250
61	42210	4030500	Office Supplies	200
62	42210	4042000	Dues	525
63	42220	4028900	Training	(4,200)
64	42220	4032500	Tires	230
65	42220	4034500	Dept. Apparel	1,600
66	42220	4036000	Small Tools	100
67	42220	4037500	Educational Supplies	200
68	42220	4052500	Public Safety Equipment	8,750
69	42230	4030500	Office Supplies	150
70	42230	4032500	Tires	100
71	42230	4038500	Materials	250
72	42250	4020500	Printing	200
73	42250	4032500	Tires	200
74	42290	4024500	Subscriptions	60
75	42290	4026100	Outside Rental	600
76	42290	4031500	Fuel	6,600
77	42290	4053000	Household Equipment	1,600
78	42410	4020500	Printing	525
79	42410	4024500	Subscriptions	300
80	42410	4028805	Historic Review	150
81	42410	4031000	Printing	1,663
82	42410	4036000	Small Tools	150
83	42410	4042000	Dues	393
84	43210	4030500	Office Supplies	400
85	43210	4042000	Dues	1,131
86	43210	4057000	Other Betterments	2,500
87	43310	4012000	Overtime	675
88	43310	4027200	Repairs to signs	1,500
89	43310	4027201	Street Line Painting	2,500
90	43310	4035800	Public Safety Supplies	1,000
91	43310	4036000	Small Tools	850
92	43310	4038800	Tarring Materials	4,050
93	43310	4039800	Other Supplies	500
94	43310	4057000	River Rd. Local Share	5,000
95	43310	4057003	Guardrails	1,600
96	43320	4011000	Salaries	16,000
97	43320	4012000	Overtime	500
98	43320	4026000	Vehicle Rental	18,000
99	43320	4036000	Small Tools	350
100	43340	4057000	Other Betterments	16,000
101	43380	4012000	Overtime	1,500
102	43380	4027000	Repairs to Equipment	100
103	43380	4042000	Dues	250
104	43430	4011000	Salaries	31,075
105	43430	4012000	Overtime	2,427
106	43430	4022000	Telephone	1,200
107	43430	4036000	Small Tools	100

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

108	43510	4012000	Overtime	1,900
109	43510	4028800	Misc. Services	1,000
110	43810	4020500	Printing	100
111	43810	4028800	Misc. Services	1,350
112	43810	4034500	Dept. Apparel	600
113	43810	4039800	Other Supplies	600
114	43920	4022500	Utilities	2,728
115	43920	4028800	Misc. Services	1,000
116	44210	4011000	Salaries	54,531
117	44210	4020500	Printing	100
118	44250	4022500	Utilities	15,000
119	44250	4033500	Food	45,000
120	44250	4041000	Rent	40,000
121	45110	4020500	Printing	300
122	45110	4024500	Subscriptions	150
123	45110	4042000	Dues	265
124	45190	4011000	Salaries	3,390
125	45190	4027500	Repairs to Building	3,000
126	45190	4039800	Other Supplies	150
127	45190	4058000	Building & Structures	6,000
128	45510	4027000	Repairs to Equipment	738
129	45510	4042000	Dues	275
130	45520	4020500	Printing	440
131	45520	4028600	Microfilm	2,310
132	45520	4037800	Recreation Supplies	360
133	45520	4038201	Reference Books	4,760
134	45520	4038202	Nonfiction Books	7,852
135	45520	4038203	Fiction Books	6,460
136	45520	4038204	Children's Books	6,050
137	45520	4038205	Periodicals	3,600
138	45520	4038206	Paperbacks	2,556
139	45520	4039051	Children's Visual Aids	1,080
140	45520	4039052	Adult Visual Aids	2,840
141	45530	4011000	Salaries	25,370
142	45530	4012500	Temporary Wages	(16,770)
143	45590	4027500	Repairs to Building	2,500
144	45590	4058000	Building & Structures	28,500
145	48110	4049000	Airport Subsidy	18,750
146	48120	4049000	Transit Subsidy	25,643
147	48130	4043000	911 Subsidy	12,535
148	49210	4046004	Health Insurance	65,516
149	49210	4046005	Boston Mutual	1,200
150	49210	4046012	Section 125	677
151	49310	4044001	Maine State Retirement	8,509
152	49310	4044003	City Pension Plan	24,813
153	49310	4044004	Retirement	11,376
154	49310	4044500	FICA & Medicare	7,894
155	49310	4044600	Severance Pay	250,729

The City of Lewiston is an EOE. For more information, please visit our website @ 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

156	49410	4047000	Workers Comp	28,295
157	49510	4030000	Donations	1,955
158	49510	4042000	Dues	8,226
159	49610	4049000	Tax Sharing - Hydro	3,007
160	49710	4011000	Salaries	225,700
			Total General Fund Expenditure Adjustments	1,333,894
161	44250	3342000	GA Reimbursement	(90,000)
162	41410	3212000	Food Licenses	3,918
			Total General Fund Revenue Adjustments	(86,082)
163	60100	4012000	Overtime	3,247
164	60300	6062001	Construction Materials	2,000
165	60300	6062001	Construction Materials	4,000
166	60500	6060406	Training	200
167	60500	6062001	Materials & Supplies	5,000
168	60700	4011000	Salaries	2,731
169	60700	6063509	Communications	360
			Total Water Fund Adjustments	17,538
170	62100	4012000	Overtime	500
171	62700	4011000	Salaries	2,731
172	62700	6063509	Communications	360
			Total Sewer Fund Adjustments	3,591
173	64100	6063101	Engineering	750
174	64200	6063101	Engineering	3,000
175	64700	4011000	Salaries	2,731
176	64850	6040301	Capital Outlay	2,500
177	64500	4011000	Salaries	(16,000)
178	64850	6040301	Capital Outlay	(26,000)
179	64500	4012000	Overtime	2,246
180	64500	6062001	Materials & Supplies	12,000
181	64500	6064201	Equipment Rental	(8,000)
			Total Stormwater Fund Adjustments	(26,773)
182	1110	4011000	Salaries	7,328
183	53180	4012000	Overtime	1,900
184	59002	4012000	Overtime	5,000
			Total Special Revenue Fund Adjustments	14,228
			Total Adjustments	1,256,396

The City of Lewiston is an EOE. For more information, please visit our website @ 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

LEWISTON CITY COUNCIL
MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Adoption of Municipal Budget Appropriation Resolve for Fiscal Year 2015.

INFORMATION:

This action is the final phase of the budget adoption for the municipal budget. The attached information defines the Appropriation Resolve.

Please note, per the City Charter, five or more affirmative votes are required for the passage of this Resolve.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve the Municipal Budget Appropriation Resolve for Fiscal Year 2015.



**City of Lewiston Maine
City Council Order
May 20, 2014**

RESOLVE, Making an Appropriation for Municipal Budget Year 2015

Be It Resolved by the City Council of the City of Lewiston that the sum of forty-two million eight hundred seventy-nine thousand and forty-eight dollars (\$42,879,048) is hereby appropriated in the General Fund for the municipal year 2015 in accordance with the schedule of appropriations; and

Be It Further Resolved by the City Council of the City of Lewiston that the following City services have been eliminated or adjusted in the 2015 budget: City Hall public hours have been reduced by one hour and are now 8:30 a.m. to 4:00 p.m.; electrical inspections will not be performed at a time which will require the inspector to incur overtime; and the extended solid waste facility Saturday hours from 12:00 noon to 3:00 p.m. during the summer will be eliminated; and

Be It Further Resolved by the City Council of the City of Lewiston that, in addition to such other revenues as are estimated to be available to meet the above appropriations including the Homestead and Business Equipment Tax Exemption reimbursement, the sum of thirty-one million six hundred forty-three thousand six hundred three dollars (\$31,643,603) be raised by assessment upon the estates of the inhabitants of the City of Lewiston and upon the estates of non-resident proprietors within said City for the present municipal year; and

Be It Further Resolved by the City Council of the City of Lewiston that the sum of eleven million two hundred thirty-five thousand four hundred forty-five dollars (\$11,235,445) be appropriated as non-tax revenues in the General Fund for the municipal year 2015 in accordance with the schedule of appropriations; and

Be It Further Resolved by the City Council of the City of Lewiston that the list of tax assessment upon the estates in Lewiston for all city taxes, together with all assessments and charges made under the provisions of the Maine Revised Statutes annotated, Title 30A, Section 3406 and 3442 to 3445 inclusive, and the City's due proportion of the County Tax in the amount of two million two hundred ninety-two thousand two hundred and forty-six dollars (\$2,292,246) for the period of July 1, 2014 through June 30, 2015 shall be committed by the Assessor to the Finance Director and one-half of said taxes shall be due and payable on the 15th day of September 2014

with the remaining one-half of said taxes due and payable on the 16th day of March 2015; and

Be It Further Resolved by the City Council of the City of Lewiston that interest at the maximum State approved rate of 7% per annum for fiscal year 2015 shall be collected on the first half of said taxes from September 16, 2014, if not voluntarily paid to the Finance Director on or before September 15, 2014 and on the second half of said taxes from March 17, 2015, if not voluntarily paid to the Finance Director on or before March 16, 2015; and

Be It Further Resolved by the City Council of the City of Lewiston that in each case, said interest shall be added to and become a part of said taxes; and

Be It Further Resolved by the City Council of the City of Lewiston that the Treasury Manager/Tax Collector is authorized to accept payments of uncommitted taxes and to pay to the taxpayer interest from the date of payment to the commitment date at a rate of 0% and that refunds for overpayments or abatements shall be paid to the taxpayer with interest from the date of payment to the date of abatement or refund, whichever is earlier, at an interest rate of 3.00%; and

Be It Further Resolved by the City Council of the City of Lewiston that the Treasury Manager/Tax Collector shall apply all payments to the oldest balance due to the City on that account regardless of any instructions the customer/taxpayer may give. If, however, a lien has matured, the Treasury Manager/Tax Collector may not accept payment on that account unless a workout agreement is in place or approval has been granted by the Finance Director to accept payment. If a customer/taxpayer has more than one account, any payment shall be applied to the oldest balance due; and

Be It Further Resolved by the City Council of the City of Lewiston that the appropriation for municipal year 2015 for the following Enterprise Funds is hereby authorized and approved: the Water Fund in the amount of \$5,342,896, the Sewer Fund in the amount of \$5,436,946, and the Stormwater Fund in the amount of \$2,720,799; and

Be It Further Resolved by the City Council of the City of Lewiston that the appropriation for municipal year 2015 for the following Special Revenue Funds is hereby authorized and approved: the Walmart Tax Increment Financing Fund in the amount of \$755,236, the Argo Tax Increment Financing Fund in the amount of \$24,622, the Recreation Activity Fund in the amount of \$165,718, the Lewiston Mill Redevelopment fund in the amount of \$453,605, and the Police Drug Forfeiture Fund in the amount of \$59,316; and

Be It Further Resolved by the City Council of the City of Lewiston that the Council hereby formally accepts and appropriates any cash contributions received during this budget year to the appropriate department and purpose for which such contribution has been made and where such contribution is equal to or less than \$10,000; and

Be It Further Resolved by the City Council of the City of Lewiston that the Council hereby formally appropriates any grants from the State of Maine, the Government of the United States of America, or any other organization received during this budget year where such grant is equal to or less than \$25,000, such appropriation to become effective upon formal Council action to accept such grant; and

Be It Further Resolved by the City Council of the City of Lewiston that the Council hereby formally appropriates any insurance proceeds received during this budget year to the appropriate department for the purpose of repairing or replacing the damaged property where such amount is equal to or less than \$50,000, such appropriation to become effective upon receipt of funds; and

Be It Further Resolved by the City Council of the City of Lewiston that the Council hereby formally appropriates any Municipal Garage revenues in excess of the amount expended at the end of the fiscal year to be included in the General Fund Municipal Garage Vehicle Reserve Account; and

Be It Further Resolved by the City Council of the City of Lewiston that an appropriation is authorized from the library's permanent endowment fund in accordance with the recommendation of the Library Board of Trustees and to the extent that the City Administrator determines that such an appropriation is in accordance with existing City and Library policies; and

Be It Further Resolved by the City Council of the City of Lewiston that an appropriation is authorized to transfer the amount of \$6.62 or the current State reimbursement rate per snowmobile registration to the Hillside Snowmobile Club. Payment will be made annually to the Hillside Snowmobile Club by June 30, 2015; and

Be It Further Resolved by the City Council of the City of Lewiston that an appropriation is authorized to transfer the amount of 20% of the net timber harvesting revenue, if any, to the Community Forestry Fund in accordance with City Ordinance 78-45. Payment will be made annually to the Community Forestry Fund by June 30, 2015; and

Be It Further Resolved by the City Council of the City of Lewiston that the City Administrator is hereby authorized to take such actions and to enter into such agreements as may be necessary to realize the personnel savings required by the Fiscal Year 2015 municipal budget; and

Be It Further Resolved by the City Council of the City of Lewiston that the City Council deems it necessary to adopt a budget which exceeds the percent increase of the Gross National Product-Implicit Price Deflator, and hereby waives the provisions of Section 6.06(f) of the City Charter.

(NOTE – Five or more affirmative votes are required for the passage of this Resolve.)

The City of Lewiston is an EOE. For more information, please visit our website @ 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

LEWISTON CITY COUNCIL
MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Resolve authorizing the use of \$1,429,062 from the General Fund Unassigned Fund Balance for Capital Outlay purchases and other one-time costs.

INFORMATION:

This agenda item is to approve the appropriation of the General Fund Unassigned Fund Balance for the purchase of capital needs and other one-time costs. The City Council wishes to minimize the tax rate increase needed to balance the fiscal year 2015 budget and therefore will utilize existing fund balance to cover some pending capital needs and specific expenses.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve the Resolve authorizing the use of \$1,429,062 from the General Fund Unassigned Fund Balance for Capital Outlay purchases and other one-time costs.



**City of Lewiston Maine
City Council Resolve
May 20, 2014**



Resolve, Authorizing the Use of \$1,429,062 from the General Fund Unassigned Fund Balance for Capital Outlay Purchases and other one-time costs.

Whereas, the City of Lewiston adopted Ordinance 11-05 pertaining to Unassigned Fund Balance and effective on August 18, 2011; and

Whereas, the ordinance establishes an unassigned fund balance floor of 8% and a ceiling of 12% of GAAP revenues including transfers in; and

Whereas, as of June 30, 2013, the City's General Fund Unassigned Fund Balance floor was \$8,259,179 and the ceiling was \$12,388,768; and

Whereas, the City's actual General Fund Unassigned Fund Balance was \$12,937,935 or 12.53% as of June 30, 2013; and

Whereas, the City Council wishes to minimize the tax rate increase needed to balance the fiscal year 2015 budget;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that \$1,429,062 of unassigned fund balance is hereby appropriated to purchase the following capital needs:

- the local share of 2 transit buses (\$40,000);
- City Hall roof repair (\$9,300);
- Fire ladder swivel repair (\$25,000);
- Parking Garage LED light replacement program (\$46,700);
- Library Building roof repair (\$28,500);
- 4 police cruisers (\$90,800);
- Fire hose and foam (\$8,750);
- Fire furniture replacement (\$1,300);
- River Road ARTC local share of reconstruction (\$5,000);
- Acquisition/demolition funds (\$200,000);
- River Rd Dark Fiber (\$35,000);
- Municipal garage vehicles (\$696,000); and
- Severance payments (\$242,712).

LEWISTON CITY COUNCIL
MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Order Authorizing the City Administrator to provide city services and funding for City Non-Profit Organization Activities in accordance with the FY2015 City Council approved list.

INFORMATION:

The City Council has received and reviewed the list of requested donations and in-kind support from various non-profit agencies. This agenda item is to approve the City Administrator's recommendations for city support regarding a monetary donation as well as an in-kind donation for the upcoming programs and events. In-kind donations include city support such as overtime costs for Public Works and Police Department staff as well as a waiver of permit fees and use of city equipment such as jersey barriers, snow fencing, trash cans and so forth.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve the Order authorizing the City Administrator to provide city services and funding for City Non-Profit Organization Activities in accordance with the FY2015 City Council approved list.



City of Lewiston, Maine
City Council Order
May 20, 2014



ORDER, Authorizing the City Administrator to Provide City Services and Funding for City Non-Profit Organization Activities in Accordance with the FY 2015 City Council approved List.

Whereas, the City of Lewiston has a history of providing support services and limited cash contributions for a variety of activities that will enhance our city's quality-of-life and provide certain non-profit organizations a source of revenue to support programming available to eligible Lewiston residents; and

Whereas, the organizations who will receive FY 2015 city support have complied with the application requirements set forth in the "Charitable Organization Support Policy;" and

Whereas, requests for such City support have been reviewed by the City Council as a part of the FY 2015 budget process;

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

the City Administrator is authorized to direct city departments to provide applicable city support services and to issue cash payments outlined in the attached "Lewiston Charitable Donations – Summary of Requests for FY 2015", less the \$50 application fee and prorated share of licenses and permits which is included on the summary; and

Be It Further Ordered That

The City Policy restricting the loaning of tables and chairs be waived for Advocates for Children and the Great Falls Balloon Festival.

LEWISTON CHARITABLE DONATIONS - FY2015

5.20.14

City

	Cash Requests	OT Costs	Reg Hrs Cost	Total Misc., Permits & Lic.	Total In-Kind Requested	Total Cash/In-kind	City Nonwaived Revenue*
Advocates for Children - Children's Hol Fest	-	-	-	38.94	38.94	77.88	79.06
Alzheimer's Association Walk	-	404.00	-	69.63	473.63	947.26	141.37
American Heart Association	-	412.00	-	44.55	456.55	913.10	90.45
Back40 Night of the Liv Dead LHS/EL Fund	-	67.00	-	8.91	75.91	151.82	18.09
Bridge Foundation/LA Bridge Run	-	1,114.00	-	26.73	1,140.73	2,281.46	54.27
Cemetery Flags	2,045.00	-	-	-	-	2,045.00	
CMMC - Dempsey Challenge (1)	-	6,568.00	3,476.00	260.70	10,304.70	20,609.40	529.30
Community Partners	-	-	-	-	-	-	
Great Falls Balloon Fest (1)	-	9,555.00	8,720.00	1,423.50	19,698.50	39,397.00	1,423.50
Hillside Riders	3,490.00	-	-	-	-	3,490.00	
Joint Cities Holiday Celeb	-	2,352.00	3,912.00	1,066.00	7,330.00	14,660.00	Waived
LA Arts-Dufrense Plaza Outdoor Concerts	-	-	-	87.78	87.78	175.56	178.22
L-A Vets Council(Mem/Vets/Flag Day Parades)	-	1,155.00	62.00	-	1,217.00	2,434.00	
Lewiston Farmers Market	-	-	48.00	299.64	347.64	695.28	608.36
Liberty Festival (1)	8,600.00	4,833.00	36.00	296.50	5,165.50	18,931.00	296.50
M Murphy 5K Trot-Run Autism Fundraiser	-	-	-	5.28	5.28	10.56	10.72
MS Society Walk	-	417.00	-	16.50	433.50	867.00	33.50
Museum LA - Band on the Run	-	3,336.00	36.00	71.61	3,443.61	6,887.22	145.39
Safe Voices Walk Fundraiser	-	217.00	-	26.40	243.40	486.80	53.60
Trinity Church Greek Festival	-	-	-	14.19	14.19	28.38	28.81
YMCA Fit Test	-	1,287.00	-	25.41	1,312.41	2,624.82	51.59
				-	-	-	
				-	-	-	
NEW-Chamber of Commerce Bates Student Dntwn Init.	-	-	-	26.50	26.50	53.00	26.50
NEW-Common Ties Block Party fundraiser	-	-	-	8.91	8.91	17.82	18.09
NEW-Community Concepts cash request	-	-	-	-	-	-	
NEW-Community Health & Counseling cash request	-	-	-	-	-	-	
NEW-Garcelon Cemetery cash request	-	-	-	-	-	-	
NEW-Kennebec Community Health	-	-	-	-	-	-	
NEW-March of Dimes March for Babies	-	-	-	64.35	64.35	128.70	130.65
NEW-Museum LA cash request	-	-	-	-	-	-	
NEW-Root Cellar event waiver & cash request	-	-	-	-	-	-	
NEW-Team 207 car show	-	-	-	-	-	Not a Non-Profit	
				-	-	-	
TOTAL REQUESTS	\$ 14,135.00	\$ 31,717.00	\$ 16,290.00	\$ 3,882.03	\$ 51,889.03	\$ 66,024.03	\$ 3,917.97

(1) Dempsey, Great Falls Balloon Festival, Liberty Festival, Museum LA Bands on the Run, all assessed a refundable \$3,000 field charge for possible rain damaged fields that is not included in figures shown above.

(2) Permits That May Apply: Park Use; Outdoor Entertainment; Sound Amplification; Food Service; Peddlers; Liquor; Carnival; Saturday Inspections; Trash Roll-offs; Tables; Chairs

* Revenue are funded at 67% with the exception of the bolded items which are at 50%.

LEWISTON CITY COUNCIL

MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

Resolve Authorizing the Use of \$2,500 from the Farrar Fund for expenses related to basic necessary services.

INFORMATION:

The Farrar Fund is an endowment fund that was established to provide medical and dental services for the residents of Lewiston who are not able to meet their own needs. These residents are usually not eligible for other forms of aid and would otherwise go without needed services and products such as eyeglasses, dentures, prescription drugs, etc.

The Council is requested to authorize the Director of Social Services to expend up to \$2,500 from this account in the coming year, a similar amount to past years. This amount will include interest earned in the past year supplemented by interest earnings accumulated and retained over time. Fund principal in the amount of \$18,551.07 is to be maintained in perpetuity.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve the Resolve authorizing the use of up to \$2,500 from the Farrar Fund for the expenses of basic necessary services for Lewiston residents where such costs are not covered by other assistance programs and as determined by the Director of Social Services.



**City of Lewiston Maine
City Council Order
May 20, 2014**

RESOLVE, Authorizing the use of \$2,500 from the Farrar Fund for Expenses Related to Basic Necessary Services

Whereas, the City of Lewiston was left an endowment to provide for medical and dental expenses for those in need; and

Whereas, the endowment principal in the amount of \$18,551.07 must be maintained in perpetuity; and

Whereas, due to the low rate of return on investments, it is anticipated that the demand for service will exceed the adopted practice of only utilizing the prior year's investment earnings of \$28.72; and

Whereas, eligible clients seeking these funds must fall below the income guideline of 185% of the federal poverty level and not be covered by any other general assistance programs;

Now, therefore, be it Resolved by the City Council of the City of Lewiston that the Social Services Director is authorized to spend up to \$2,500 from the Farrar Fund during Fiscal Year 2015.



Finance Department

Heather Hunter
Director of Finance/Treasurer
hhunter@lewistonmaine



TO: Mayor Robert Macdonald
And Members of the City Council

FROM: Heather Hunter, Finance Director

SUBJECT: **Farrar Fund Expenditures**

DATE: May 9, 2014

The City Council annually approves the use of the accumulated investment earnings only from the Farrar Fund. This fund was established as the result of a donation made to the City for the purpose of assisting those in need. On May 10, 2001, the City Council voted to authorize the use of these funds for medical and dental expenses incurred in the Social Services budget. Prior to this date, it was budgeted in the Public Health budget.

In 2008, the Council voted to authorize the funds to be used for charitable needy purposes, as determined by the Social Services Director, to provide basic necessary services to those individuals whose income is no greater than 185% of the federal poverty level. This action allows for the funds to be used for essential basic needs; however, in the recent past the majority of the assistance has been with prescription medication due to the overwhelming demand. Those who receive this assistance are not covered by Maine Care or any other insurance program and, after the City provides rent and utility assistance, their overall General Assistance maximum has been met leaving them unable to meet their medical requirements.

As of March 31, 2014, the principal balance of \$18,551.07 has been maintained in perpetuity and the accumulated interest earnings amount to \$23,305.95. In accordance with the adopted procedure, anticipated expenditures in excess of the prior year's interest earning of \$28.72 must be approved by Council. Although the need is far greater, it is requested that the City Council authorize a \$2,500 limit for fiscal year 2015, the same amount that has been authorized in recent years.

LEWISTON CITY COUNCIL
MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 14

SUBJECT:

Order Authorizing Application and Acceptance of Funds from the U.S. Department of Justice - Edward Byrne Justice Assistance Grant Program.

INFORMATION:

The Lewiston and Auburn Police Departments have an opportunity to receive \$48,408 in federal grant funds. These funds are available annually. In the past, these grant funds have been used to purchase surveillance camera equipment, computer upgrades, bicycle patrol unit and provide specialized training.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve the Order to authorize city staff to apply for and accept funds from the U.S. Department of Justice - Edward Byrne Justice Assistance Grant Program.



City of Lewiston Maine
City Council Resolve
May 20, 2014



**Order, Authorizing Staff to Apply for and Accept Funds Through
the Edward Byrne Memorial Justice Assistance Grant**

WHEREAS, the Lewiston and Auburn Police Departments are eligible to apply for a joint Byrne Memorial Justice Assistance Grant in the amount of \$48,408; and

WHEREAS, in order to apply for these funds, the City must accept the funds if they are awarded and provide opportunities for public feedback and the proposed uses of these funds; and

WHEREAS, the agencies involved will meet and discuss how to spend their portions of this grant as outlined in the attached material from the Chief of Police;

NOW THEREFORE, Be It Ordered by the City Council of the City of Lewiston that staff is hereby authorized to apply for and accept funding through the Edward Byrne Memorial Justice Assistance Grant program subsequent to the receipt, if any, of public feedback on the proposed uses of these funds.



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



To: Mayor Robert Macdonald
Members of the City Council
Edward Barrett, City Administrator
Kathy Montejo, City Clerk

From: Michael Bussiere, Chief of Police

Date: May 5, 2014

Re: 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

We have recently received notification from the Department of Justice's Bureau of Justice Assistance of the local solicitation award for the Cities of Lewiston and Auburn for 2014. The JAG Program, administered by the Bureau of Justice Assistance (BJA) and authorized under Public Law 109-162, is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states and local governments with funding necessary to support a range of program areas including law enforcement, crime prevention and education, planning, evaluation and technology improvement, among others.

The Lewiston Police Department has agreed to be the fiscal agent for the participants listed below.

Total Eligible Joint Allocation:	\$48,408
Lewiston:	\$32,016
Auburn:	\$16,392
Androscoggin County:	N/A separate funding received thru State

As per the grant application, we need to make this available for review by the governing body and provide the public an opportunity to comment.



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



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL

MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 15

SUBJECT:

Condemnation Hearing for the building located at 28 Wakefield Street.

INFORMATION:

The City has begun the process for condemnation of the property at 28 Wakefield Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

The agenda background material pertains to the condition of this property. The City Attorney will be present on Tuesday evening to assist the City Council with the condemnation hearing and to advise accordingly.

PLEASE NOTE - The background material for this agenda item is included in a separate binder that was distributed with the meeting agenda binder.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EVAB/cmm

REQUESTED ACTION:

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

1) To conduct a hearing to determine if the building located at 28 Wakefield Street has meet the dangerous building statutes as defined in Title 17, sec. 2851 et all.

If it is determined that the building does meet the dangerous building criteria, then the Council is asked :

2) With regard to the property at 28 Wakefield Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

MEMORANDUM

To: Mayor McDonald; Lewiston City Council
From: David Hediger, Deputy Director, Lewiston Planning Department
Date: May 20, 2014
RE: Dangerous Buildings Hearings for 28 Wakefield Street and 60 Howe Street

Dear Mayor and City Council,

At the Council meeting on May 20, 2014, the Planning Department will be presenting evidence as to why 28 Wakefield Street and 60 Howe Street are dangerous buildings within the meaning of 17 M.R.S. § 2851. We will be requesting that the Council find that these properties are dangerous buildings and order that they be demolished.

To assist your decision I have included the following materials for each property:

- Documents establishing the identity of the current owner;
- The Notice of Hearing and proof of service on the owners and any party in interest;
- Previous correspondence, notices, or citations to the owner, if any; and
- Photographs depicting the dilapidation at the property.

At the meeting, the Planning Department will present this evidence as well as testimony showing why these properties are dangerous and should be demolished. I will also prepare for the Council proposed findings of fact, conclusions of law, and proposed orders of demolition.

**LEWISTON CITY COUNCIL MEETING
MAY 20, 2014
DANGEROUS BUILDINGS HEARING
28 WAKEFIELD STREET
AND 60 HOWE STREET
CITY OF LEWISTON PLANNING DEPARTMENT EXHIBITS**

THOMAS MAYNARD
City of Lewiston
Code Enforcement Officer

RESPONSIBILITIES

Responsible for implementing and enforcing City of Lewiston land use, zoning, and building codes.

MAINE STATE CERTIFICATIONS

Internal Plumbing
Subsurface Wastewater Disposal
Zoning Officer
Shoreland Zoning
Land Use Planning
Building Standards (Residential Building, Commercial Building, Residential Energy, Commercial Energy, Residential Indoor Ventilation, Commercial Indoor Ventilation, Residential Radon)
Legal Issues

EXPERIENCE

Home Building

NV Ryan Homes, Maryland (1985-1988)
Production supervisor

Thunderlion, Maryland (1994-1997)
Production superintendent

Governmental

Montgomery County, Maryland (1988-1994)
1 & 2 family building and electrical inspector

Scarborough, Maine (1997-2001)
Code enforcement officer, building inspector, electrical inspector, plumbing inspector

Washington County, Maryland (2001-2004)
1 & 2 family building and electrical inspector

Lewiston, Maine (2004-present)
Code enforcement officer, constable, housing inspector, building inspector, internal and external plumbing inspector, shoreland zoning officer, land use compliance officer

28 WAKEFIELD STREET

OWNERSHIP DOCUMENTS

QUITCLAIM DEED WITHOUT COVENANT

Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, THAT Ricky Whitney aka Richard Whitney of North Monmouth, Maine for consideration paid, grants to Ideal Real Estate, LLC of North Monmouth, County of Kennebec, State of Maine, whose mailing address is PO Box 21, North Monmouth, Maine 04265, without covenants, the land and buildings thereon in Lewiston, County of Androscoggin, State of Maine AND the land and buildings thereon in Auburn, County of Androscoggin, State of Maine described as follows:

EXHIBIT A

WITNESS my hands and seals this 12th day of October, 2007.

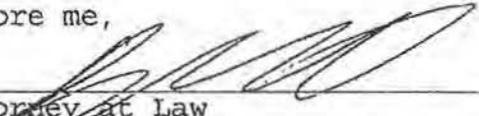
Signed, sealed and delivered in presence of


Witness to all Ricky Whitney aka Richard Whitney

State of Maine
County of Cumberland

Then personally appeared the above-named Ricky Whitney aka Richard Whitney on October 12, 2007 and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Attorney at Law
Kerry E. Kimball

NO MAINE R.E. TRANSFER TAX PAID

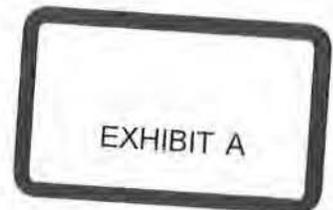


Exhibit A - Property Description

deed

Closing Date: 10/12/2007
Borrower(s): Ideal Real Estate, LLC
Property Address: 3 Bartlett Street, Lewiston ME 04240

PARCEL ONE:

A certain lot or parcel of land with buildings thereon, situated in the City of Lewiston, County of Androscoggin and State of Maine, bounded and described as follows:
 Being Lot numbered thirteen (13) on a Plan of Lots made by Reed & Moore for Sullivan Brothers recorded in the Androscoggin County Registry of Deeds in Book of Plans, Volume 1, Book 2, Page 36, inadvertently referred to in prior deeds as Volume 1, Book 34, No. 41.

PARCEL TWO:

A certain lot or parcel of land with the buildings and improvements thereon, situated in the City of Auburn, in the County of Androscoggin, State of Maine and being further bounded and described as follows, to wit:

Commencing at a point, this point being the intersection of a line parallel to and one hundred (100) feet southeasterly from the southeasterly line of lots numbered one hundred eleven (111) and one hundred twenty seven (127) as shown on a Plan of Glendale Park recorded in the Androscoggin County Registry of Deeds in Book of Plans Volume 2, Page 171 with the westerly line of the Pride Road, so-called, as appears on such Plan; thence proceeding in a southwesterly direction following such parallel like to the continuance of the southeasterly division line between such lots numbered one hundred eleven (111) and one hundred twenty seven (127); thence proceeding in a southeasterly direction at a right angle, and on such continuance southeasterly of such division line, a distance of one hundred feet (100) to the northwesterly line of a proposed street; thence proceeding in a northeasterly direction at a right angle on such northwesterly line of a proposed street to an angle in such line; thence proceeding in a northeasterly direction following such northwesterly line to the westerly line of Pride Road, so-called; thence proceeding in a northerly direction following such westerly line of Pride Road, so-called, back to the place and point of beginning.

PARCEL THREE:

A certain lot or parcel of land with the buildings and improvements thereon situated in Auburn, County of Androscoggin and State of Maine and being bounded and described as follows:

Commencing at a point on the westerly side of Pleasant Street two hundred-fifty (250) feet from the northwestly corner of Pleasant and Drummond Streets; thence westerly at right angles with the westerly line of Pleasant Street ninety (90) feet; thence at a right angle northerly fifty (50) feet; thence at a right angle easterly ninety (90) feet to Pleasant Street; thence southerly on the westerly line of Pleasant Street fifty (50) feet to the point of beginning.

PARCEL FOUR:

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

COMMENCING at the southwestly corner of Wakefield and Cottage Streets; thence running southerly along the easterly line of said Cottage Street about one hundred (100) feet to land now or formerly of Edwin L. Hodgkins; thence at right angles easterly along said Hodgkins land seventy-five (75) feet to land now or formerly of C.A. Amback; thence at an angle northerly along the line of said Amback land about one hundred (100) feet to Wakefield Street; thence at an angle northwestly along the southerly line of said Wakefield Street seventy-five (75) feet, more or less, to the point of beginning.

ANDROSCOGGIN COUNTY
Tina K. Chaword
REGISTER OF DEEDS

**NOTICE OF HEARING
CERTIFICATES OF SERVICE**

AMENDED NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Ideal Real Estate, LLC
c/o Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

DLJ Mortgage Capital, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Pioneer Capital Corporation
c/o Ken Ray
15 Eisenhower Drive
Westbrook, Maine 04092



28 WAKEFIELD STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

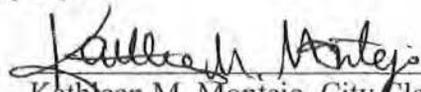
May 20, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 28 Wakefield Street, Lewiston, Maine, identified as Lot 207 on Tax Map 193, and further described in a Quitclaim Deed without Covenants recorded in the Androscoggin County Registry of Deeds at Book 7280, Page 165, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: April 30, 2014


Kathleen M. Montejo, City Clerk

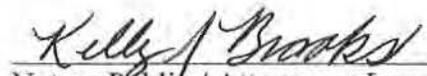
STATE OF MAINE
ANDROSCOGGIN, ss

April 30, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.

ANDROSCOGGIN COUNTY
TINA M. CHOUINARD
REGISTER OF DEEDS


Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept 11, 2018


Kelly J. Brooks
Notary Public / Attorney at Law

File Larry

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

**AMENDED NOTICE OF HEARING
28 WAKEFIELD STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, et seq.**

On May 1, 2014 (date), I served the above-referenced AMENDED NOTICE OF HEARING, a copy of which is attached hereto, by serving Ricky Whitney, the person authorized to accept service for Ideal Real Estate, LLC, by delivering a copy of same to the following address:

Ideal Real Estate, LLC
c/o Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, ME 04210

Costs of Service:

Service: \$ _____
Travel: \$ _____
Postage: \$ _____
Other: \$ _____

TOTAL: \$ _____

Jeff B. Paul
Signature
CPD FSL
Agency



AMENDED NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Ideal Real Estate, LLC
c/o Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

DLJ Mortgage Capital, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Pioneer Capital Corporation
c/o Ken Ray
15 Eisenhower Drive
Westbrook, Maine 04092

28 WAKEFIELD STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

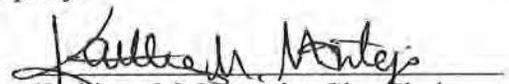
May 20, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 28 Wakefield Street, Lewiston, Maine, identified as Lot 207 on Tax Map 193, and further described in a Quitclaim Deed without Covenants recorded in the Androscoggin County Registry of Deeds at Book 7280, Page 165, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: April 30, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

April 30, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018
28 Wakefield Street 00006


Notary Public / Attorney at Law

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

**AMENDED NOTICE OF HEARING
28 WAKEFIELD STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, et seq.**

On May 1, 2014 (date), I served the above-referenced AMENDED NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to Ricky Whitney, individually, at the following address:

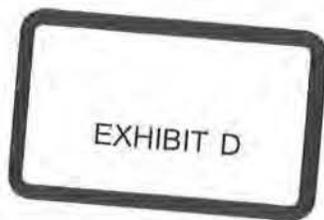
Ricky Whitney, Individually
Androscoggin County Jail
2 Turner Street
Auburn, ME 04210

Costs of Service:

Service: \$ _____
Travel: \$ _____
Postage: \$ _____
Other: \$ _____

TOTAL: \$ _____

[Signature]
Signature
LPD JSR
Agency



AMENDED NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Ideal Real Estate, LLC
c/o Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

DLJ Mortgage Capital, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Pioneer Capital Corporation
c/o Ken Ray
15 Eisenhower Drive
Westbrook, Maine 04092

28 WAKEFIELD STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

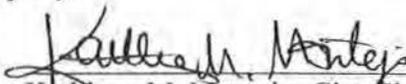
May 20, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 28 Wakefield Street, Lewiston, Maine, identified as Lot 207 on Tax Map 193, and further described in a Quitclaim Deed without Covenants recorded in the Androscoggin County Registry of Deeds at Book 7280, Page 165, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

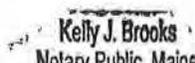
Dated: April 30, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

April 30, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018
28 Wakefield Street 000008


Kelly J. Brooks
Notary Public / Attorney at Law

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

AMENDED NOTICE OF HEARING
28 WAKEFIELD STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, *et seq.*

On MAY 06 2014, (date), I served the above-referenced AMENDED NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to Corporation Service Company, Registered Agent for DLJ Mortgage Capital, Inc., at the following address:

DLJ Mortgage Capital, Inc.
c/o Corporation Service Company, Registered Agent
45 Memorial Circle
Augusta, ME 04330

Costs of Service:

Service: \$ _____
Travel: \$ _____
Postage: \$ _____
Other: \$ _____

TOTAL: \$ _____

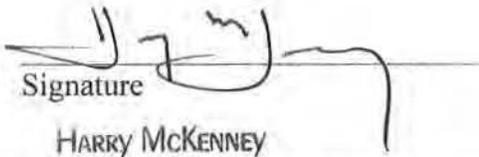

Signature
HARRY MCKENNEY
Chief Civil Deputy
Agency
KENNEBEC COUNTY
Sheriff's Office

EXHIBIT E

AMENDED NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Ideal Real Estate, LLC
c/o Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

DLJ Mortgage Capital, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Pioneer Capital Corporation
c/o Ken Ray
15 Eisenhower Drive
Westbrook, Maine 04092

28 WAKEFIELD STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

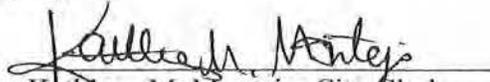
May 20, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 28 Wakefield Street, Lewiston, Maine, identified as Lot 207 on Tax Map 193, and further described in a Quitclaim Deed without Covenants recorded in the Androscoggin County Registry of Deeds at Book 7280, Page 165, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

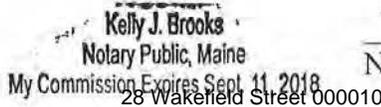
Dated: April 30, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

April 30, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018
28 Wakefield Street 000010


Notary Public / Attorney at Law

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

**AMENDED NOTICE OF HEARING
28 WAKEFIELD STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, et seq.**

On 5-8-14, 2014 (date), I served the above-referenced AMENDED NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to Ken Ray, Registered Agent for Pioneer Capital Corporation, at the following address:

Pioneer Capital Corporation
c/o Ken Ray, Registered Agent
15 Eisenhower Drive
Westbrook, ME 04092

Costs of Service:

Service:	\$ <u>16.00</u>
Travel:	\$ <u>9.70</u>
Postage:	\$ <u>6.00</u>
Other:	\$ <u>5.00</u>
TOTAL:	\$ <u>31.30</u>

[Signature]
Signature

D/SHERRIFF
Agency



AMENDED NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Ideal Real Estate, LLC
c/o Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

DLJ Mortgage Capital, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Pioneer Capital Corporation
c/o Ken Ray
15 Eisenhower Drive
Westbrook, Maine 04092

28 WAKEFIELD STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

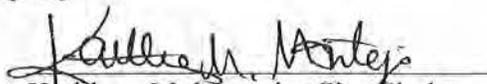
May 20, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 28 Wakefield Street, Lewiston, Maine, identified as Lot 207 on Tax Map 193, and further described in a Quitclaim Deed without Covenants recorded in the Androscoggin County Registry of Deeds at Book 7280, Page 165, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: April 30, 2014

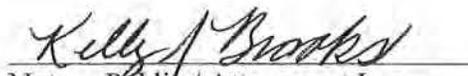

Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

April 30, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018
28 Wakefield Street 000012


Notary Public / Attorney at Law

CITY OF LEWISTON
CITY COUNCIL

ACKNOWLEDGEMENT OF SERVICE

AMENDED NOTICE OF HEARING
PURSUANT TO 17 M.R.S. §§ 2851-59
28 WAKEFIELD STREET, LEWISTON, MAINE

Due and sufficient service of an AMENDED NOTICE OF HEARING issued by the City of Lewiston, a copy of which is attached hereto, pursuant to 17 M.R.S. §§ 2851-59 for 28 Wakefield Street in Lewiston, Maine is hereby acknowledged for and on behalf of Pioneer Capital Corporation. All formal service of process is hereby waived.

Dated: _____

5/8/14



Scott Lalumiere
Agent for Pioneer Capital Corporation

AMENDED NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Ideal Real Estate, LLC
c/o Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

Ricky Whitney
Androscoggin County Jail
2 Turner Street
Auburn, Maine 04210

DLJ Mortgage Capital, Inc.
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

Pioneer Capital Corporation
c/o Ken Ray
15 Eisenhower Drive
Westbrook, Maine 04092

28 WAKEFIELD STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

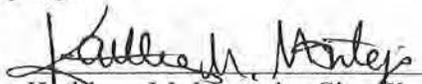
May 20, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 28 Wakefield Street, Lewiston, Maine, identified as Lot 207 on Tax Map 193, and further described in a Quitclaim Deed without Covenants recorded in the Androscoggin County Registry of Deeds at Book 7280, Page 165, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

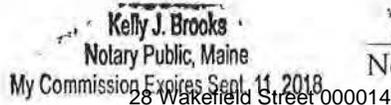
Dated: April 30, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

April 30, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018
28 Wakefield Street 000014


Kelly J. Brooks
Notary Public / Attorney at Law

CITY
CORRESPONDENCE

CITY OF LEWISTON
CODE ENFORCEMENT
CITY BUILDING
27 PINE STREET
LEWISTON, MAINE 04240
(207) 513-3125 EXT. 3224

MAY 29 2012

UNDELIVERABLE

NOTICE OF CONDEMNATION/PLACARDING
VIA FIRST CLASS & CERTIFIED MAIL
RETURN RECEIPT REQUESTED
POSTED AT SITE

August 5,2011

Rick Whitney
P.o. box 21
North Monmouth, ME 04256

EXHIBIT H

RE: 28 Wakefield St. Lewiston, Maine

Dear Mr. Whitney:

It has come to the attention of this office that the building at 28 Wakefield Street is vacant and is unfit for human habitation or occupancy due to violation(s) of the following provisions of Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, Article VI, Sections 18-200 & 18-201 as per The Code of Ordinances of the City of Lewiston hereafter referred to as the (Code).

As per the above mentioned violations I hereby condemn and placard the building at 28 Wakefield Street as being unfit for human habitation and occupancy pursuant to and in accordance with Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, PM 105.1, PM-105.2, PM 105.3, PM 105.4, PM-105.6, PM 107.1, PM 107.2, PM-107.3, PM-504.1 et seq, PM903.1 of the Code of Ordinances of the City of Lewiston. You are hereby ordered to immediately ensure this building is secured from unauthorized entry. You are to make substantial repairs, with all appropriate permits issued by this office, or to demolish this building, leaving the property in manner to the satisfaction of this office no later than **September 19th,2011.**

The City of Lewiston may take legal action to order the demolition of this building pursuant to provisions of the Maine Revised Statutes, Title 17, Chapter 91 Subchapter 4, Dangerous Buildings, Section 2851 if the building is not maintained secured or is a threat to public safety and a nuisance.

The above-mentioned property will be placarded and may not be re-occupied until proper abatement of all applicable violations have been completed. An inspection shall be conducted to confirm compliance. At such time the condemnation order and placarding shall be discontinued pursuant to the above referenced Code Section PM 107.3 stating "the code official shall remove the condemnation and placarding whenever the defect or defects upon which the Condemnation and Placarding were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code."

Your prompt attention to this matter is advised to avoid legal action. It is our sincere desire to work with you in devising an implementation schedule for the correction of these conditions. Please contact

this office immediately if circumstances do not permit the timely compliance with this order and abatement of the violations or if you have any questions regarding this matter.

In the event that you do not comply with this order, this office may issue a citation pursuant to Chapter 50, Article II, and Section 50-36 thru 50-51 of the aforementioned Code. Said citation shall require you to pay a penalty of one hundred dollars (\$110.00) for the first citation and you will be reordered to abate the outstanding violations in the previous Notices and Orders. In the event that you do not comply with the first citation, additional citations may be issued. The second citation imposes a civil penalty of two hundred dollars (\$215.00), the third is four hundred dollars (\$425.00), the fourth and subsequent citations are eight hundred dollars (\$850.00), and penalties are cumulative. In the future, if any of the above violations are repeated, you are not entitled to receive any further notification, and this office may serve you with a citation.

In lieu of or in addition to the issuance of citations, this office may initiate a land use complaint pursuant to Rule 80-K of the Maine Rules of Civil Procedure and 30-A M.R.S.A. § 4452 et seq. and § 3758-A et seq. as amended. A judgment from such a lawsuit in the City's favor will result in a court order that any violations be abated, the imposition of a fine of up to two thousand, five hundred dollars (\$2,500.00) per violation, per day, the payment of court costs and the City's legal fees.

You may appeal this order and request a hearing before the Lewiston Board of Appeals by filing a written petition at the office of the Director of Planning and Code Enforcement within ten (10) days of receipt of this notice. This petition shall be submitted on a form provided by this office along with the one hundred dollar (\$105.00) appeal fee. Should you fail to appeal you will be barred from any opportunity to contest or challenge the terms of this Notice and Order in any further legal proceedings.

If you sell, transfer or lease this property, you must notify the grantee, mortgagee, transferee, or lessee of any outstanding code violations pursuant to Section PM-106.6 of the Property Maintenance Code. You must also furnish this office with a signed notarized statement from the grantee, mortgagee, transferee or lessee acknowledging receipt of any orders or notices and fully accepting responsibility for the abatement of said violations.

Sincerely,



Susan R. Reny
Code Enforcement Officer

c: Gildace J. Arsenault, Director of Planning & Code Enforcement

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

PLANNING & CODE ENFORCEMENT

City of LEWISTON *Maine*

27 Pine Street, City Hall
Lewiston, Maine 04240

CERTIFIED MAIL
FIRST CLASS PERMIT NO. 5055 LEWISTON, ME



STST 6004 0000 099T 6002

0505

Postmark

Wm
RECEIVED

RICK WHITNEY
PO BOX 21
NO. MONMOUTH ME 04256

1008 1200893240

04256 0021 6001

RICK WHITNEY
PO BOX 21
NO. MONMOUTH ME 04256

PLANNING & CODE ENFORCEMENT
City of LEWISTON *Maine*
27 Pine Street, City Hall
Lewiston, Maine 04240

PLACE STICKER ON THE BACK OF THE MAILPIECE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee X	
1. Article Addressed to: <p style="text-align: center;">RICK WHITNEY PO BOX 21 NO. MONMOUTH ME 04256</p>	B. Received by (<i>Printed Name</i>)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number <i>(Transfer from service label)</i>	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (<i>Extra Fee</i>) <input type="checkbox"/> Yes	

7009 1680 0000 4009 1515

PHOTOGRAPHS

28 Wakefield Street

Photo # 1 Photos taken 3-28-2014. Deteriorated siding, boarded windows and deteriorated roofing.



Front #2 Showing deteriorated chimney with loose brick due to eroded mortar.



Photo #3 Boarded garage doors, failing retaining wall and damaged guard/handrails.



Photo # 4 Deteriorated garage doors on attached garage.



Photo # 5 Deteriorated porches.



Photo # 6 Damaged and deteriorated porch deck, pickets and bearing members.



Photo # 7 Deteriorated trim and exposed wiring.



Photo # 8 Inappropriate non-code compliant framing with staining from roof leaks.



Photo # 9 Interior view of damage from roof leaks at rear porch.



Photo # 10 Damage wall due to roof leak.



Photo # 11 Damage from roof leak.



Photo # 12 Damage due to copper theft.



Photos # 13 Damage from copper theft leaving open drain lines.



Photo # 14 Damage from copper theft leaving open drain lines.



Photo # 15 Damage from copper theft and/or leaks resulting in unsanitary conditions and damaged fire rated assembly allowing for the accelerated spread of fire.



Photo # 16 An example of food products left to spoil resulting in unsanitary conditions.



Photo # 17 Debris contributing to fire loading.



Photo # 18 Debris contributing to fire loading.



Photo #19 Debris contributing to fire loading.



Photo # 20 Debris contributing to fire loading.



Photo # 21 Non-code compliant and deteriorated oil tank with the oil line embedded in concrete.



Photo # 22 Illegally installed drain with reverse pitch installed for an addition without permits for a laundry room.



Photo # 23 Further evidence of an illegally constructed laundry room with dryer vents and an attempt to construct a cinderblock wall. Ice from flooding of the basement.



Photo # 24 Electrical panels missing covers in violation of code.



Photo # 25 Flooding of the basement.



Photo # 26 One of many moisture sources.



Photo # 27 Remnants of what appears to be an old boiler.



Photo # 28 Rear wall showing daylight without the necessary bearing to the wall as required by code and an opening for the entry of vermin.



LEWISTON CITY COUNCIL

MEETING OF MAY 20, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 16

SUBJECT:

Condemnation Hearing for the building located at 60 Howe Street.

INFORMATION:

The City has begun the process for condemnation of the property at 60 Howe Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

The agenda background material pertains to the condition of this property. The City Attorney will be present on Tuesday evening to assist the City Council with the condemnation hearing and to advise accordingly.

PLEASE NOTE - The background material for this agenda item is included in a separate binder that was distributed with the meeting agenda binder.

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
---	---	---	---	---	---	---	---

1) To conduct a hearing to determine if the building located at 60 Howe Street has meet the dangerous building statutes as defined in Title 17, sec. 2851 et all.

If it is determined that the building does meet the dangerous building criteria, then the Council is asked :

2) With regard to the property at 60 Howe Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

MEMORANDUM

To: Mayor McDonald; Lewiston City Council
From: David Hediger, Deputy Director, Lewiston Planning Department
Date: May 20, 2014
RE: Dangerous Buildings Hearings for 28 Wakefield Street and 60 Howe Street

Dear Mayor and City Council,

At the Council meeting on May 20, 2014, the Planning Department will be presenting evidence as to why 28 Wakefield Street and 60 Howe Street are dangerous buildings within the meaning of 17 M.R.S. § 2851. We will be requesting that the Council find that these properties are dangerous buildings and order that they be demolished.

To assist your decision I have included the following materials for each property:

- Documents establishing the identity of the current owner;
- The Notice of Hearing and proof of service on the owners and any party in interest;
- Previous correspondence, notices, or citations to the owner, if any; and
- Photographs depicting the dilapidation at the property.

At the meeting, the Planning Department will present this evidence as well as testimony showing why these properties are dangerous and should be demolished. I will also prepare for the Council proposed findings of fact, conclusions of law, and proposed orders of demolition.

LEWISTON CITY COUNCIL MEETING
MAY 20, 2014
DANGEROUS BUILDINGS HEARING
28 WAKEFIELD STREET
AND 60 HOWE STREET
CITY OF LEWISTON PLANNING DEPARTMENT EXHIBITS

THOMAS MAYNARD
City of Lewiston
Code Enforcement Officer

RESPONSIBILITIES

Responsible for implementing and enforcing City of Lewiston land use, zoning, and building codes.

MAINE STATE CERTIFICATIONS

Internal Plumbing
Subsurface Wastewater Disposal
Zoning Officer
Shoreland Zoning
Land Use Planning
Building Standards (Residential Building, Commercial Building, Residential Energy, Commercial Energy, Residential Indoor Ventilation, Commercial Indoor Ventilation, Residential Radon)
Legal Issues

EXPERIENCE

Home Building

NV Ryan Homes, Maryland (1985-1988)
Production supervisor

Thunderlion, Maryland (1994-1997)
Production superintendent

Governmental

Montgomery County, Maryland (1988-1994)
1 & 2 family building and electrical inspector

Scarborough, Maine (1997-2001)
Code enforcement officer, building inspector, electrical inspector, plumbing inspector

Washington County, Maryland (2001-2004)
1 & 2 family building and electrical inspector

Lewiston, Maine (2004-present)
Code enforcement officer, constable, housing inspector, building inspector, internal and external plumbing inspector, shoreland zoning officer, land use compliance officer

60 HOWE STREET

OWNERSHIP DOCUMENTS

Recording requested by:
And when recorded return to:
Brooke Steinbach
Michaelson, Connor & Boul
5312 Bolsa Ave., Suite 200
Huntington Beach, CA 92649
(714) 230.3600
FHA #231-091450

Bk 8646 Ps 190 #6430
04-12-2013 @ 10:02a

For recorder's use

OUTCLAIM DEED

This transfer is exempt from the documentary transfer tax (Title 36 §4641-C-1)
This transfer is exempt from the Declaration of Value (Title 36 §4641-D-1)

The Secretary of Housing and Urban Development, with a business address of 451 7th Street S.W., Washington D.C., 20410, for no consideration paid, grant, convey and forever quitclaims to Wells Fargo Bank N.A, his successors and/or assigns, with a business address of 1 Home Campus, Des Moines, IA 50328, the following described property located in the County of Androscoggin, State of Maine, to-wit:

See EXHIBIT A, Attached Hereto

Commonly Known As: 60 Howe Street, Lewiston, ME 04240

Being a portion of the land of the Grantor described in a deed recorded in Book 8508, Page 139 in said Registry.

IN WITNESS WHEREOF, GRANTORS signed and sealed this deed on the 19th day of MARCH, 2013.

Secretary of Housing and Urban Development
By: *Authorized Agent*

KERRY NETERER

By Delegation of Authority Published in the
Federal Register, Doc. No.: PR-4837-D-57

ACKNOWLEDGEMENT

State of CALIFORNIA) ss

County of ORANGE)

On this 19th day of MARCH, 2013, before me M.A. Rotkowitz, the undersigned Notary Public, personally appeared KERRY NETERER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Signature: M.A. Rotkowitz (seal)



Exhibit A

COMMENCING at a point on the easterly line of Howe Street at the northwesterly corner of land conveyed by the Franklin Company to Lila C. Wellman by Deed numbered 902 dated March 24, 1890; thence running northerly by the easterly line of Howe Street fifty (50) feet; thence easterly at a right angle one hundred (100) feet; thence southerly at a right angle fifty (50) feet to said Wellman's land; thence westerly by the northerly line of said Wellman's land one hundred (100) feet to Howe Street.

For title see deed recorded in Book 8508, page(s) 139

Poor Copy At Time Of Recording
Will Not Reproduce Clearly

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS

**NOTICE OF HEARING
CERTIFICATES OF SERVICE**

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Wells Fargo Bank, N.A.
Corporation Service Company
505 5th Avenue, Suite 729
Des Moines, Iowa 50309

60 HOWE STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

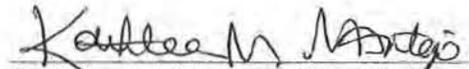
May 20, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 60 Howe Street, Lewiston, Maine, identified as Lot 334 on Tax Map 195, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 8646, Page 190, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: April 11, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

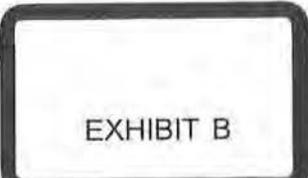
April 11, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept.

SEAL



CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

**NOTICE OF HEARING
60 HOWE STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, et seq.**

On April 15th, 2014 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to the person authorized to accept service for Wells Fargo Bank, N.A., at the following address:

Wells Fargo Bank, N.A.
Corporation Service Company
505 5th Avenue, Suite 729
Des Moines, Iowa 50309

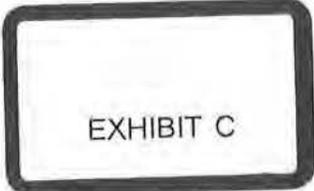
Costs of Service:

Service:	\$	<u>40 -</u>
Travel:	\$	<u> </u>
Postage:	\$	<u> </u>
Other:	\$	<u> </u>
 TOTAL:	\$	<u>40 -</u>



Signature

Absolute Serving & Investigations
Agency



AFFIDAVIT OF SERVICE

City of Lewiston, Maine

Plaintiff/Petitioner,

vs.

Wells Fargo Bank, NA

Defendant/Respondent.

Received by **Absolute Serving** on **04/14/2014** to be served upon:

Wells Fargo Bank, NA

STATE OF IOWA
COUNTY OF POLK ss.

I, **Julia McMahon**, being duly sworn on oath, and over the age of 18 years, do hereby depose and state that:

On **04/15/2014** at **02:35 PM**, I served the within **Notice of Hearing RE: 60 Howe Street, Lewiston, Maine** on **Wells Fargo Bank, NA** at **505 5th Ave, Ste 729 , Des Moines, IA 50309** in the manner indicated below:

CORPORATE SERVICE: I served the same on the above company, corporation, government official, etc, by delivering a copy to the person named and described below at the address shown above. :

NAME: VICKY REED @ CORPORATION SERVICE COMPANY TITLE/RELATION: REGISTERED AGENT

Description of person served:
Sex: Female – Age: 50s – Skin: White – Hair: Blonde

Fee For Service: **\$40.00**

Sworn to and subscribed before me on this
15th day of April, 2014
by an affiant who is personally known to
me or produced identification.



NOTARY PUBLIC

X
Julia McMahon

Independent Contractor for:

Absolute Serving
680 18th Street
Des Moines, IA 50314

Atty File#: **Notice of Hearing** - Our File# **13327**



SANDRA K ROBERTS
Commission Number 733947
My Commission Expires
4/12/2017

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

Wells Fargo Bank, N.A.
Corporation Service Company
505 5th Avenue, Suite 729
Des Moines, Iowa 50309

60 HOWE STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

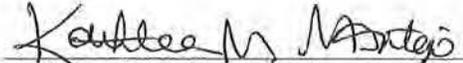
May 20, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 60 Howe Street, Lewiston, Maine, identified as Lot 334 on Tax Map 195, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 8646, Page 190, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: April 11, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

April 11, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney at Law

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018

CITY
CORRESPONDENCE

CITY OF LEWISTON
CODE ENFORCEMENT
CITY BUILDING
27 PINE STREET
LEWISTON, MAINE 04240
(207) 513-3125 EXT. 3224
TTY/TDD (207) 513-3007

(34)
089

NOTICE OF VIOLATION
NOTICE OF CONDEMNATION/PLACARDING
VIA FIRST CLASS & CERTIFIED MAIL
RETURN RECEIPT REQUESTED
POSTED AT SITE

December 15, 2011

Wells Fargo Bank C/O Bendett & McHugh PA
41 Bates Street
Portland, ME 04103

ATTN: Owner and all occupants

RE: 60 Howe Street Lewiston, ME 04240

Dear Owner and All Occupants

On December 15, 2011, I inspected the building at 60 Howe Street, Lewiston and have found several property maintenance code violations and have determined that this building is unfit for human habitation or occupancy due to violations of the following provisions of Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52 as per The Code of Ordinances of the City of Lewiston hereafter referred to as the (Code). This building has no heat and no hot water and the electrical system has been tampered with.

- IPMC-602.2 Residential occupancies: Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 66 degrees F in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International plumbing code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
- IPMC-603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating system appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function.

As per the above mentioned violations I hereby condemn and placard the building at 60 Howe St. Lewiston Maine as being unfit for human habitation and occupancy pursuant to and in accordance with Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, IPMC 108.1 IPMC108.2, IPMC108.1.1-IPMC-108.1.2, IPMC 108.1.3, IPMC108.1.5 IPMC-108.1.4, IPMC 108.3 IPMC 108.4. IPMC 108.4.1 IPMC 108.6, of the Code of Ordinances of the City of Lewiston. **Due to the threat to public safety to you, and/or other tenants, you are hereby ordered vacate this building and you and/or the owner maintain it secure from unauthorized entry in accordance**

withIPMC-108.5 of the Code. In accordance with PM-105.6, the City of Lewiston cause this apartment to be secured, if found open, by public agency, contract, or by private persons and the cost shall be charged to the owner.

The above-mentioned property will be placarded and may not be re-occupied until proper abatement of all applicable violations have been completed. An inspection shall be conducted to confirm compliance. At such time the condemnation order and placarding shall be discontinued pursuant to the above referenced Code Section IPMC108.4.1 stating "the code official shall remove the condemnation and placarding whenever the defect or defects upon which the Condemnation and Placarding were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code."

Your prompt attention to this matter is advised to avoid legal action. It is our sincere desire to work with you in devising an implementation schedule for the correction of these conditions. Please contact this office immediately if circumstances do not permit the timely compliance with this order and abatement of the violations or if you have any questions regarding this matter.

In the event that you do not comply with this order, this office may issue a citation pursuant to Chapter 50, Article II, and Section 50-36 thru 50-51 of the aforementioned Code. Said citation shall require you to pay a penalty of one hundred dollars (\$110.00) for the first citation and you will be reordered to abate the outstanding violations in the previous Notices and Orders. In the event that you do not comply with the first citation, additional citations may be issued. The second citation imposes a civil penalty of two hundred dollars (\$225.00), the third is four hundred dollars (\$425.00), the fourth and subsequent citations are eight hundred dollars (\$850.00), and penalties are cumulative. In the future, if any of the above violations are repeated, you are not entitled to receive any further notification, and this office may serve you with a citation.

In lieu of or in addition to the issuance of citations, this office may initiate a land use complaint pursuant to Rule 80-K of the Maine Rules of Civil Procedure and 30-A M.R.S.A. § 4452 et seq. and § 3758-A et seq. as amended. A judgment from such a lawsuit in the City's favor will result in a court order that any violations be abated, the imposition of a fine of up to two thousand, five hundred dollars (\$2,500.00) per violation, per day, the payment of court costs and the City's legal fees.

You may appeal this order and request a hearing before the Lewiston Board of Appeals by filing a written petition at the office of the Director of Planning and Code Enforcement within ten (10) days of receipt of this notice. This petition shall be submitted on a form provided by this office along with the one hundred dollar (\$105.00) appeal fee. Should you fail to appeal you will be barred from any opportunity to contest or challenge the terms of this Notice and Order in any further legal proceedings.

If you sell, transfer or lease this property, you must notify the grantee, mortgagee, transferee, or lessee of any outstanding code violations pursuant to Section PM-107.6 of the Property Maintenance Code. You must also furnish this office with a signed notarized statement from the grantee, mortgagee, transferee or lessee acknowledging receipt of any orders or notices and fully accepting responsibility for the abatement of said violations.

Sincerely,

Jeff Baril & Susan Reny
Code Enforcement Officer

cc: Gil Arsenault, Director Planning and Code

PHOTOGRAPHS

60 Howe Street

Photo # 1 Photos taken 4-30-2013 & 5-13-2014 Front view.



Photo # 2 Front side.



Photo # 3 Deteriorated primary means of egress stairs.

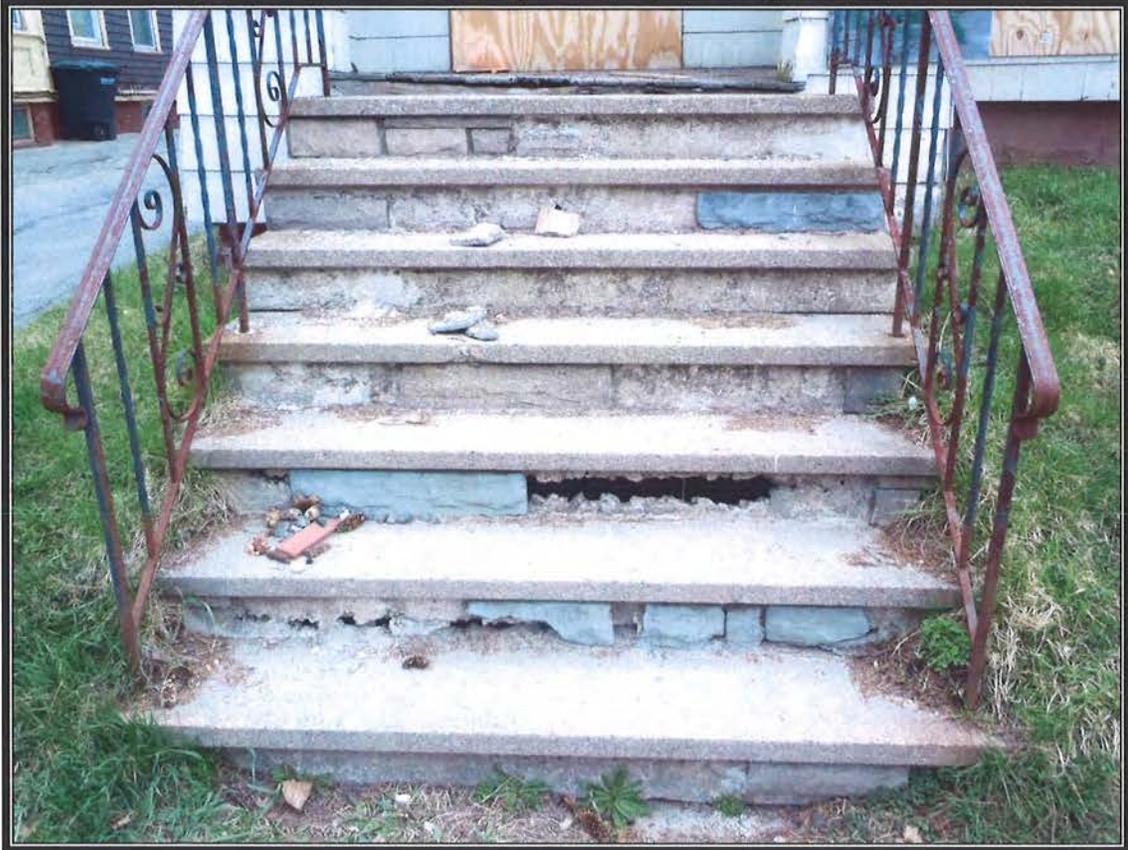


Photo # 4 Deteriorated front porch.



Photo # 5 Example of deteriorated masonry foundation showing eroded mortar joints.



Photo # 6 Deteriorated rear addition pier..



Photo # 7 Missing brick from foundation..



Photo # 8 Deteriorated masonry foundation with loss of mortar from the joints and deteriorated basement window.



Photo # 9 Removed tub spout likely from theft of copper.



Photo # 10 Missing baseboard heating register from theft.

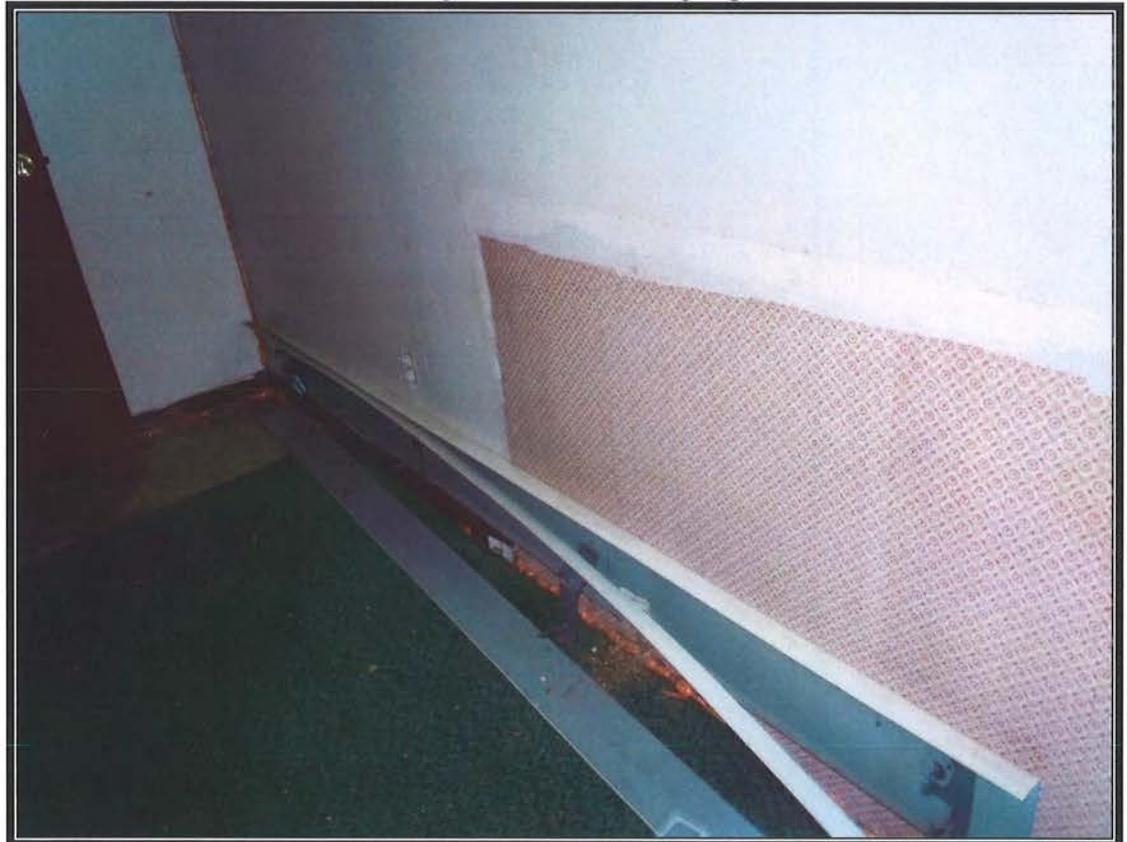


Photo # 11 Missing baseboards.



Photos # 12 Second means of egress stairs with insufficient stair tread depth.



Photo # 13 Open chase where the accelerated spread of fire can occur due to open chases and stack effect.



Photo # 14 Open wall behind shower/tub for the removal of copper creating an opening for the spread of fire.



Photo # 15 Stairs with insufficient tread depth and lacking a handrail in violation of Code.



Photo # 16 Stair case with insufficient head room as required by Code.

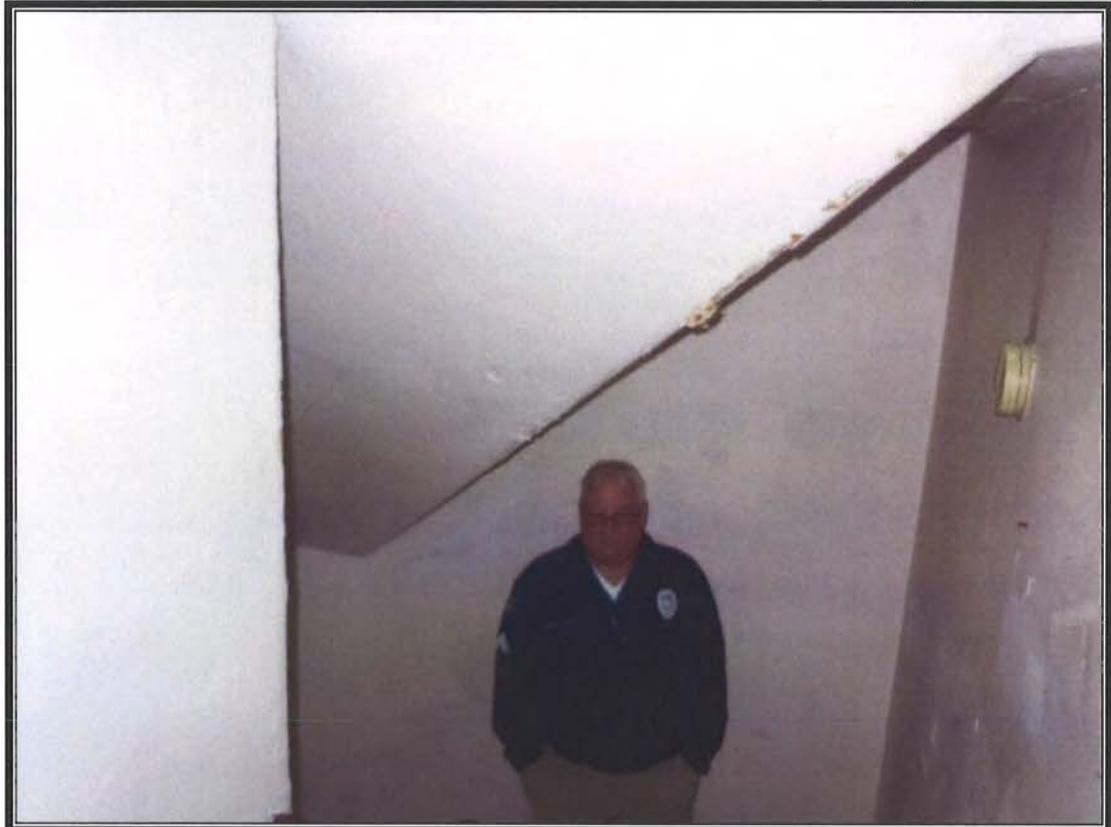


Photo # 17 Stairs without sufficient headroom as required by Code.

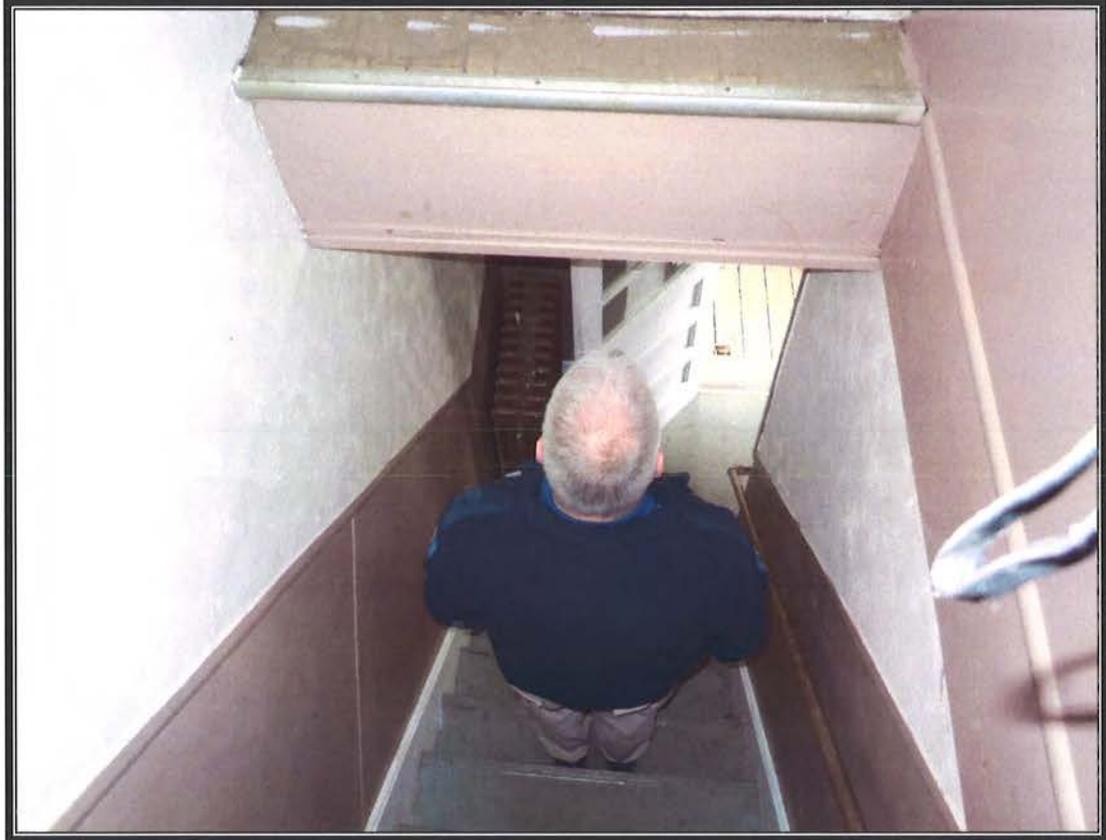


Photo #18 Removed copper piping allowing the entry of sewer gases making for unsanitary conditions.



. Photo # 19 Expose electrical wiring creating a hazard if reenergized.

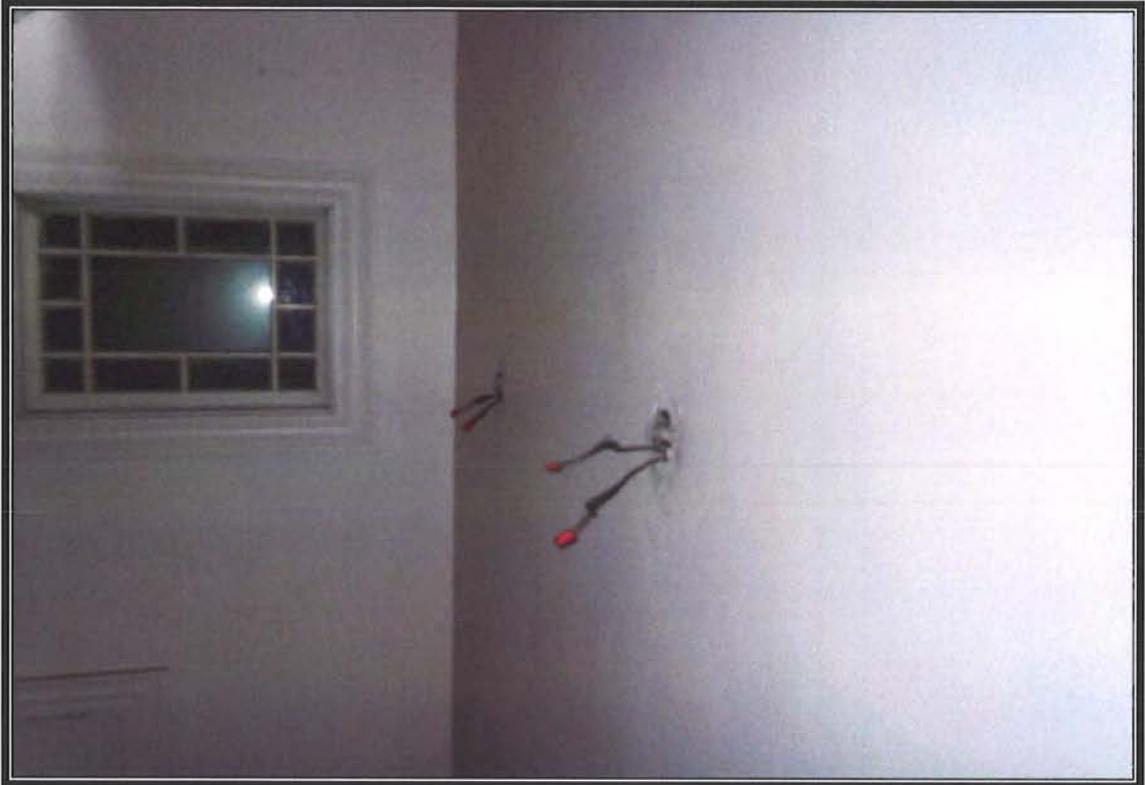


Photo # 20 Removed copper piping due to theft and deteriorated plumbing drain leaving the system open allowing for the entry of sewer gasses making for unsanitary conditions.



Photo # 21 Damaged electrical panels missing panel covers and wiring not to Code making hazardous if reenergized .



Photo # 22 Damaged and inoperative boiler with removed piping due to theft.



Photo # 23 Removed piping due to theft making the heating system inoperative.



Photo # 24 Cut floor joist making for inadequate bearing of floor system.



Photo # 25 Severely deteriorated porch bearing members.



Photo # 26 Porch roof post rotted and not in contact with bearing members. Porch is in state of collapse.



Photo # 27 Porch in state of collapse as demonstrated by the top step of the porch stairs.

