

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
MARCH 17, 2015**

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

- A. **Briefing on Municipal Separate Stormwater System (MS4) Program and Upcoming Audit**
- B. **Community Development Block Grant Program Consolidated Plan**

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

Pledge of Allegiance to the Flag.  
Moment of Silence.

Lewiston Youth Advisory Council Update

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

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 7.

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. Annual authorization for the Public Works Department to post certain roads, from March 18<sup>th</sup> to May 1<sup>st</sup>, prohibiting vehicles having a gross vehicle weight of over 23,000 pounds.
- \* 2. Resolve accepting Project Canopy Community Forestry Assistance Grant for the purpose of establishing a Tree Nursery.

**REGULAR BUSINESS:**

- 3. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Carlton Club, Inc., 25 Sabattus Street.
- 4. Adoption of a new City Policy regarding Demolition protocols and procedures.
- 5. Amendments to the Parking Fees Policy regarding the surface parking lot at the intersection of Lincoln and Cedar Streets.
- 6. Resolve approving the Dominican Block Parking Agreement and authorizing the City Administrator to execute the same on behalf of the City.
- 7. Resolve transferring the FY2014 \$75,000 authorization to construct the Universally Accessible Playground at Marcotte Park to the Riverfront Island Master Plan Phase II Project.
- 8. Order authorizing the sale of City property located at 36 River Road to Grimmel's Car Crushing, LLC.
- 9. Order authorizing the City Administrator to execute an Assignment and Assumption of Contract and Easement for 191 Lisbon Street.
- 10. Reports and Updates.

11. Any other City Business Councilors or others may have relating to Lewiston City Government.
12. Executive Session pursuant to MRSA Title 1, section 405 (6)(c) to discuss an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL  
WORKSHOP AGENDA  
TUESDAY, MARCH 17, 2015  
6:00 P.M.  
CITY COUNCIL CHAMBERS, LEWISTON CITY HALL

1. Briefing on Municipal Separate Stormwater System (MS4) Program and Upcoming Audit

In April, representatives from the Maine Department of Environmental Protection and the U.S. Department of Environmental Protection will be in Lewiston to do a review and audit of our MS4 permit and system. The federal government has established regulations covering municipalities with separate stormwater collection systems that are designed to implement best practices in the management and operations of those systems to minimize stormwater impacts on receiving waters. Information on these requirements is attached. We would like to brief you on our program in advance of the audit.

2. Community Development Consolidated Plan

Every five years, the City is required by the Department of Housing and Urban Development to prepare a Consolidated Plan outlining our priorities for the use of Community Development Block Grant Funding. Lewiston and Auburn have been working jointly with a consultant to develop plans for each city. For Lewiston, the Community Development Block Grant Committee and our staff have been involved in this process. We would like to review the highlights of the draft plan with you. A memo from Linc Jeffers is attached that summarizes the major points of the plan. Please note that the plan is rather lengthy and much of its content addresses items required to be included by HUD. Given its length, an electronic version of the draft plan has been emailed to each of you. Should you wish a hard copy, please let me know.

## Municipal Separate Storm Sewer System (MS4)

### OVERVIEW

Polluted stormwater runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local waterbodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators must obtain a NPDES permit and develop a stormwater management program.



- Phase I, issued in 1990, requires *medium* and *large* cities or certain counties with populations of 100,000 or more to obtain NPDES permit coverage for their stormwater discharges. There are approximately 750 Phase I MS4s.
- Phase II, issued in 1999, requires regulated small MS4s in urbanized areas, as well as small MS4s outside the urbanized areas that are designated by the permitting authority, to obtain NPDES permit coverage for their stormwater discharges. There are approximately 6,700 Phase II MS4s.

Generally, Phase I MS4s are covered by individual permits and Phase II MS4s are covered by a general permit. Each regulated MS4 is required to develop and implement a stormwater management program (SWMP) to reduce the contamination of stormwater runoff and prohibit illicit discharges.

### WHAT IS AN MS4?

An MS4 is a conveyance or system of conveyances that is:

- Owned by a state, city, town, village, or other public entity that discharges to waters of the U.S.;
- Designed or used to collect or convey stormwater (including storm drains, pipes, ditches, etc.);
- Not a combined sewer; and
- Not part of a Publicly Owned Treatment Works (sewage treatment plant).

### Minimum Control Measures

The MS4 Program contains elements called *minimum control measures* that when implemented should result in a significant reduction in pollutants discharged into receiving waters. The minimum measures are outlined below:

- Public Education/Outreach and Participation/Development requires steps that involve the public in developing, implementing, and reviewing MS4 management programs and describes ways to reduce stormwater pollution.

- Illicit Discharge Detection and Elimination (IDDE) requires BMPs for identifying and eliminating illicit discharges and spills into the storm drain system.
- Construction Site Runoff Control requires steps for MS4's and construction site operators to address stormwater runoff from active construction sites.
- Post-Construction Runoff Control deals with steps for MS4's, developers, and property owners to take to address stormwater runoff after construction activities have ended.
- Pollution Prevention/Good Housekeeping addresses maintenance and operation of stormwater wetponds and wetland management, controlling and reducing stormwater pollution, addressing local subwatershed restoration, and removing pollutants through street sweeping and storm drain cleanout practices.

# Economic and Community Development

Lincoln Jeffers

Director

Lewiston



2007



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE: CDBG Consolidated Plan**  
**Date:** March 11, 2015

Congress created the Community Development Block Grant Program (CDBG) in 1974. It is a federal program administered by the Department of Housing and Urban Development (HUD) that provides funding used to provide decent housing, a suitable living environment, and opportunities to expand economic opportunities, primarily to low and moderate income persons.

As the second largest city in Maine, Lewiston was designated as a CDBG Entitlement Community at the program's inception. As such, the city receives an annual allocation of CDBG funds based on a program formula that is determined by Congress and the amount they appropriate each year. Over time the level of funding Lewiston receives has declined from \$1.3 million in 2000, to approximately \$777,000 in the upcoming program year. Lewiston's CDBG funding level has been relatively flat over the last several years.

As an Entitlement Community Lewiston has significant administrative and reporting requirements to HUD. Among those requirements is the drafting, every 5 years, of a 5 year strategic plan, known as the *Consolidated Plan* that outlines how CDBG funds will be utilized over the term of the plan.

Auburn is also an Entitlement Community and is drafting a new Consolidated Plan. Auburn and Lewiston are the two members of a HOME Consortium which was formed to receive funding from another HUD program, the HOME Investment Partnership, funding from which can only be used create affordable housing for low income households. Auburn is the managing partner of the HOME Consortium. By HUD rules each city must develop their own Consolidated Plan, but they need to be submitted electronically together under the HOME Partnership agreement, which Auburn will take the lead on. Because of the level of community development staffing in each city, and the fluidity of the populations served and the overlapping provision of services from social service agencies in LA, the City's jointly hired Planning Decisions to provide consulting services and assist in the drafting of the plans.

Public participation is an essential component of the development of a Consolidated Plan. Lewiston has a mayor appointed seven member CDBG Citizen Advisory Committee that, along with staff and consultant, has been engaged since the fall with six public meetings and interviews with stakeholder groups to identify the most critical eligible needs to which Lewiston's CDBG funds should be targeted.

A draft of Lewiston's Consolidated Plan is on the City's web site at <http://www.lewistonmaine.gov/index.aspx?nid=651> . The document runs 95 pages and has a 20 page appendix. The document follows HUD's electronic template and is full of charts and tables. Because the Consolidated Plans are being submitted jointly, much of the HUD electronically populated demographic information is combined for the two cities, which provides a broad demographic profile for the region. Appendix A was created to provide much of the same information, but for Lewiston alone, which will be more useful for tracking and reporting as the plan is implemented.

Attached is the Strategic Plan section of the report. It articulates the challenges and goals that became clear over the course of the public meetings, demographic research and committee discussions. Following is a brief summary of the highlights of that section of the Consolidated Plan.

The bulk of Lewiston's CDBG funds are invested in or to benefit the residents of a Target Area, Census Tracts 201 -204 (map attached). Historically the city has used its funds primarily on housing improvements, economic development, infrastructure improvements in the Target Area, and social services. So long as the broad national goals of the program are met - *developing viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities principally for persons of low and moderate income* – there is considerable flexibility in how the funds are spent. HUD rules limit spending to 20% for administration of the program and no more than 15% for social service agency funding.

The 2015 -2019 Consolidated Plan has 4 high priority, 3 medium priority and 1 low priority goals. They are:

High Priority

- A. Support people in their efforts to transition out of poverty
- B. Prevent homelessness
- C. Improve the safety and energy efficiency of the housing stock
- D. Reduce lead hazards in housing

Medium Priority

- A. Increase neighborhood pride through investment in infrastructure
- B. Promote jobs and economic growth
- C. Create more stable and diverse mixed income neighborhoods

Low Priority

- A. Support Fair Housing and increase housing choice.

## **Poverty/Homelessness**

The demographic data and Consolidated Plan planning process illuminate that poverty and intergenerational poverty is a significant issue in the Target Area. Two out of every three children under the age of 18 living in the Target Area are growing up in poverty, as compared to one out of every five in the rest of Lewiston. The plan encourages funding for social service agencies that address the issues of intergenerational poverty, especially for the whole family.

The plan recommends social service funding that meets basic needs, as well as programs that provide services that help keep people from becoming homeless, or that move them from homelessness to a more stable living situation. The plan encourages a "housing first" strategy, which finds permanent housing for people as a first step towards making a better future. Programs that provide services that help people connect with education, job training, or work will be given preference over the creation of more emergency shelter beds. The plan encourages continuation of a security deposit program that helps people that are homeless or at risk of becoming homeless with the necessary funds to secure stable housing.

Poverty can be attributed to not having a job, as well as to a lack of education or the skill set needed to secure employment that pays a livable wage. At the time the demographic information was generated for the plan the unemployment rate for Lewiston outside the Target Area was 7%. The unemployment rate for Census Tracts 201 -204, which make up the Target Area, varied from 10% to 24% (Pg. 58). Education levels are much lower for residents age 16 to 65 in the Target Area, with a markedly higher proportion of residents without a high school degree, and a lower proportion with an Associate degree or higher (Pg. 59). The annual median earnings for someone who did not graduate college is \$22,321; for those with some college or an Associate's degree it is \$31,466; and for a Bachelor's degree \$40,132. (Pg. 60) To move people out of poverty they need to have the education, skill set and attitude that will allow them to secure more gainful employment.

In the last year of the prior Consolidated Plan the City funded a pilot of the *Bridges Out of Poverty* (BOP) program. BOP recognizes the significant difference in life experiences, world view, attitudes and motivations between people of lower, middle and upper income brackets. BOP maintains that the way people function in the world is governed by the unwritten rules of income class in which they were raised and lived. Through its programming BOP endeavors to help people recognize and understand the rules by which they are living, and helps them to learn the rules to be able to function successfully in other economic classes. The BOP pilot program is underway. Early indications from participants have been positive. The plan calls for further evaluation of the BOP and to work to incorporate it more broadly and to a higher degree if it proves to be effective. The plan also calls for more workforce readiness and direct skills training.

In an effort to increase the number of jobs available to low/moderate income people, Lewiston's commercial loan and grant programs require one job to be created for every \$25,000 of funding provided for projects. The majority of the commercial funds are invested in the Target Area.

## **Improve Housing Stock**

Lewiston has approximately 15,000 housing units. Citywide 43% of them were built before 1950. For housing units occupied by renters, 60% were built before 1950, and 91% were built before 1980. Properties built before 1980 are at risk for containing lead paint. At the time of the 2005 -2009 American Community Survey (ACS) report Lewiston had 6,581 renter occupied housing units built before 1980. Of those 55% had children present. Testing has shown that Lewiston and Auburn children under age 6 have lead poisoning rates 3 times the state average.

In 2014 Lewiston received a total of \$3.4 million in Lead Hazard Control and Green and Healthy Homes Initiative grants to help address this problem. A total of 225 homes will be made lead safe, and of those, 160 homes will be made dry, clean, ventilated, free from pests and contaminants, well maintained and safe. The grants will help fund education programs for tenants and landlords designed to keep homes lead safe, as well as job training for lead remediation workers. The Consolidated Plan calls for \$70,000 to be allocated annually to meet match requirements for the \$3.4 million in federal lead and healthy homes funding.

The plan calls for continued funding of a dedicated code enforcement position dedicated to the Target Area; as well as continued capitalization of residential loan programs for housing that serves low and moderate income households. The loan funding is targeted to 1-4 unit properties, but also leaves the door open to fund programs for larger multi-family buildings if the Council wishes to authorize such a program. The plan allows funding to continue to flow for demolition, but also suggests the city partner with the private sector to rehabilitate derelict properties that are salvageable. Support for construction of new low/moderate income housing is also allowed.

## **Infrastructure**

The demographic and census data, as well as public meetings attended by landlords and tenants note the prevalence of and deleterious effect blight has on neighborhoods. The plan calls for investment in infrastructure that will help combat blight and poor public services. Investment in goals articulated in the City's Comprehensive Plan, Riverfront Island Master Plan and Downtown Neighborhood Action Plan are encouraged; as is using the funding to close gaps that will result in better implementation of the City's Complete Street Policy.

## **Stable and Diverse Mixed Income Neighborhoods**

Owner occupied housing accounts for 68% of the housing outside of the Target Area. The home ownership rate is only 15% in the Target Area. Owner occupancy of properties tends to increase stability, care taking and pride in neighborhoods. Civic engagement tends to increase with owner occupancy. The plan calls for loan programs that are focused on 1 -4 unit properties, which are more likely to be owned by owner occupants. Programs to assist with down payments and closing costs are encouraged. Cooperative housing, which is a form of home ownership that lowers the cost of entry and puts cooperative members in control of the condition and maintenance of their property are

eligible for funding under the city's housing programs. The plan encourages programs that will educate tenants and landlords about their rights and responsibilities.

The plan articulates that while market rate housing is welcome anywhere, it is most likely because of market and physical conditions to be developed in the Target Area west of Park Street running to the river. Several market rate projects have been developed in historic buildings there in recent years and each was filled before or shortly after completion. Workforce housing is more likely to be developed in the Target Area east of Park Street. The significant number of fires and demolitions in this area has left an often blighted landscape. Stability needs to be brought to this area of the city. Workforce housing and mixed income projects are encouraged east of Park Street. Mixed income and market rate housing is encouraged west of Park Street.

### **Fair Housing**

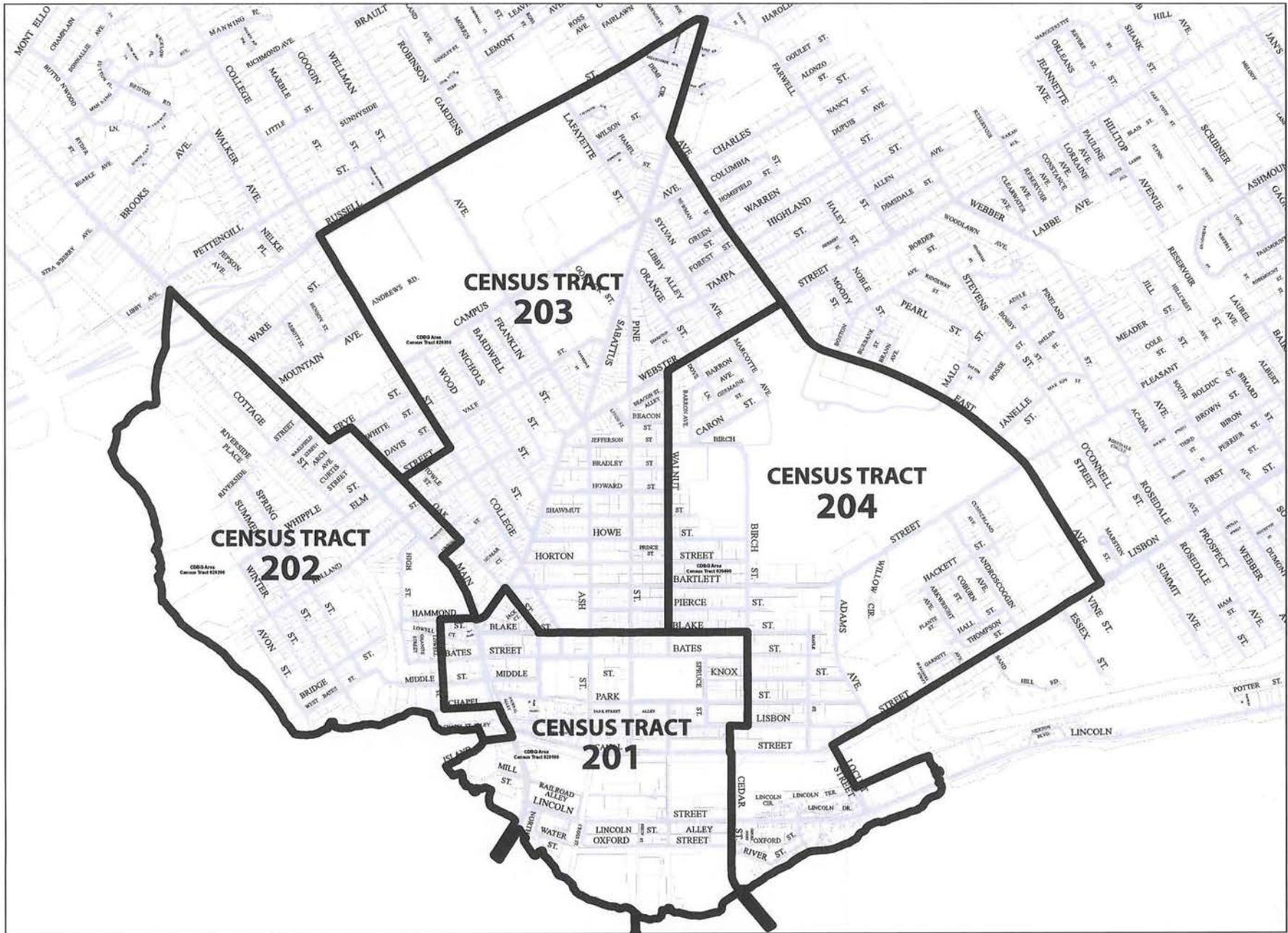
Federal law prohibits housing discrimination based on a person's race, color, national origin, religion, sex, familial status or disability. In 2013, City staff, in conjunction with Auburn, the Lewiston and Auburn Housing Authorities and a consultant researched and wrote an *Impediments to Fair Housing* report which identified fair housing issues in the community. The major findings of the study were a lack of knowledge among both tenants and landlords as to their rights and responsibilities. Also identified was the shortage of a local mortgage funding mechanism for borrowers whose religious beliefs don't allow the use of conventional mortgage financing. The plan calls workshops to address the educational needs identified, and for continuing to seek alternative funding mechanisms that could increase access to capital for those currently limited in their access by their belief system.

As noted early in this memo, public involvement is important to the development and approval of a Consolidated Plan that reflects the needs and desires of the community. More than 100 stakeholders have already been engaged in the plan development process through public meetings, surveys and dialogue. In addition to the public workshop being held on March 17<sup>th</sup>, the Consolidated Plan was posted on the City's web site on March 13<sup>th</sup> at the address:

<http://www.lewistonmaine.gov/index.aspx?nid=651>

Copies of the draft Consolidated Plan will be available for public review in the Economic and Community Development Department at City Hall (27 Pine Street, Lewiston) from 9:00 am – 3:00 pm Monday through Friday. There will be a 30 day public comment period starting on March 16, 2015. Written comments on the Consolidated Plan should be directed to: Lincoln Jeffers, Director, Economic and Community Development, City Building, 27 Pine Street, Lewiston, ME 04240.

I look forward to further discussion with the council about the Consolidated Plan at the March 17<sup>th</sup> workshop.



This map is provided by the City of Lewiston. Land photographs and other information are provided for informational purposes only. The City of Lewiston is not responsible for any errors or omissions. The City of Lewiston is not responsible for any damages or losses resulting from the use of this map. The City of Lewiston is not responsible for any damages or losses resulting from the use of this map.

**CDBG  
Target Area**

Scale: 1" = 100'



**NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)**

**Summary of Housing Needs**

<b>Demographics</b>	<b>Base Year: 2000</b>	<b>Most Recent Year: 2009</b>	<b>% Change</b>
Population	35,690	36,684	3%
Households	15,291	15,016	-2%
Median Income	\$29,191.00	\$36,743.00	26%

**Table 1 - Housing Needs Assessment Demographics**

**Data** 2000 Census (Base Year), 2005-2009 ACS (Most Recent Year)  
**Source:**

**Number of Households Table**

	<b>0-30% HAMFI</b>	<b>&gt;30- 50% HAMFI</b>	<b>&gt;50- 80% HAMFI</b>	<b>&gt;80- 100% HAMFI</b>	<b>&gt;100% HAMFI</b>
Total Households *	2,425	1,885	2,635	1,485	6,580
Small Family Households *	770	460	695	635	3,450
Large Family Households *	125	30	155	115	300
Household contains at least one person 62-74 years of age	425	340	485	225	985
Household contains at least one person age 75 or older	315	525	490	135	500
Households with one or more children 6 years old or younger *	560	290	275	290	465

\* the highest income category for these family types is >80% HAMFI (HUD Area Median Family Income)

**Table 2 - Total Households Table**

**Data** 2005-2009 CHAS  
**Source:**

## Housing Needs Summary Tables

### 1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
<b>NUMBER OF HOUSEHOLDS</b>										
Substandard Housing - Lacking complete plumbing or kitchen facilities	180	25	0	0	205	0	0	25	0	25
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	15	10	15	0	40	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	85	15	10	4	114	0	0	0	0	0
Housing cost burden greater than 50% of income (and none of the above problems)	915	445	30	0	1,390	255	350	175	150	930
Housing cost burden greater than 30% of income (and none of the above problems)	440	400	785	20	1,645	30	150	250	320	750
Zero/negative Income (and none of the above problems)	80	0	0	0	80	25	0	0	0	25

**Table 3 – Housing Problems Table**

**Data** 2005-2009 CHAS  
**Source:**

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,195	495	55	4	1,749	255	350	205	150	960
Having none of four housing problems	845	750	1,470	540	3,605	30	290	905	790	2,015
Household has negative income, but none of the other housing problems	80	0	0	0	80	25	0	0	0	25

**Table 4 – Housing Problems 2**

**Data** 2005-2009 CHAS

**Source:**

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	635	290	265	1,190	75	80	125	280
Large Related	100	25	25	150	15	0	65	80
Elderly	355	220	115	690	150	280	140	570
Other	545	360	425	1,330	45	130	85	260
Total need by income	1,635	895	830	3,360	285	490	415	1,190

**Table 5 – Cost Burden > 30%**

**Data** 2005-2009 CHAS

**Source:**

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	450	95	20	565	75	80	75	230
Large Related	80	10	0	90	15	0	15	30

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Elderly	120	95	10	225	130	155	25	310
Other	445	255	0	700	35	110	55	200
Total need by income	1,095	455	30	1,580	255	345	170	770

**Table 6 – Cost Burden > 50%**

**Data** 2005-2009 CHAS  
**Source:**

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	110	25	25	4	164	0	0	0	0	0
Multiple, unrelated family households	0	0	0	0	0	0	0	0	0	0
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	110	25	25	4	164	0	0	0	0	0

**Table 7 – Crowding Information – 1/2**

**Data** 2005-2009 CHAS  
**Source:**

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

**Table 8 – Crowding Information – 2/2**

**NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)  
0%-30% of Area Median Income**

<b>Housing Problems</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	2,195	355	135
White	1,630	200	115
Black / African American	230	130	0
Asian	75	20	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	20	0	0

**Table 9 - Disproportionally Greater Need 0 - 30% AMI**

**Data** 2005-2009 CHAS  
**Source:**

\*The four housing problems are:  
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

**30%-50% of Area Median Income**

<b>Housing Problems</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	1,330	685	0
White	1,155	530	0
Black / African American	50	45	0
Asian	0	10	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	20	55	0

**Table 10 - Disproportionally Greater Need 30 - 50% AMI**

**Data** 2005-2009 CHAS  
**Source:**

\*The four housing problems are:  
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

**50%-80% of Area Median Income**

<b>Housing Problems</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	1,060	1,510	0
White	880	1,255	0
Black / African American	25	75	0
Asian	4	0	0
American Indian, Alaska Native	0	50	0
Pacific Islander	0	0	0
Hispanic	0	15	0

**Table 11 - Disproportionally Greater Need 50 - 80% AMI**

**Data** 2005-2009 CHAS

**Source:**

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**80%-100% of Area Median Income**

<b>Housing Problems</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	415	1,025	0
White	365	915	0
Black / African American	0	35	0
Asian	10	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	0	0

**Table 12 - Disproportionally Greater Need 80 - 100% AMI**

**Data** 2005-2009 CHAS

**Source:**

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)  
0%-30% of Area Median Income**

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	1,735	815	135
White	1,315	515	115
Black / African American	170	190	0
Asian	55	45	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	20	0	0

**Table 13 – Severe Housing Problems 0 - 30% AMI**

**Data** 2005-2009 CHAS

**Source:**

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

**30%-50% of Area Median Income**

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>Household has no/negative income, but none of the other housing problems</b>
Jurisdiction as a whole	695	1,320	0
White	580	1,100	0
Black / African American	50	45	0
Asian	0	10	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	20	55	0

**Table 14 – Severe Housing Problems 30 - 50% AMI**

**Data** 2005-2009 CHAS

**Source:**

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

### 50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	255	2,315	0
White	195	1,940	0
Black / African American	25	75	0
Asian	0	4	0
American Indian, Alaska Native	0	50	0
Pacific Islander	0	0	0
Hispanic	0	15	0

**Table 15 – Severe Housing Problems 50 - 80% AMI**

**Data** 2005-2009 CHAS  
**Source:**

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

### 80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	80	1,360	0
White	70	1,210	0
Black / African American	0	35	0
Asian	10	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	0	0

**Table 16 – Severe Housing Problems 80 - 100% AMI**

**Data** 2005-2009 CHAS  
**Source:**

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

**NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)**  
**Housing Cost Burden**

<b>Housing Cost Burden</b>	<b>&lt;=30%</b>	<b>30-50%</b>	<b>&gt;50%</b>	<b>No / negative income (not computed)</b>
Jurisdiction as a whole	8,700	3,110	2,375	155
White	7,550	2,595	1,930	115
Black / African American	380	165	85	25
Asian	35	30	65	0
American Indian, Alaska Native	85	25	0	0
Pacific Islander	0	0	0	0
Hispanic	100	10	40	0

**Table 17 – Greater Need: Housing Cost Burdens AMI**

**Data** 2005-2009 CHAS  
**Source:**

**NA-35 Public Housing – 91.205(b)**

**Totals in Use**

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	170	427	1,061	17	1,037	0	0	0

**Table 18 - Public Housing by Program Type**

**\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing**

**Home Transition**

**Data** PIC (PIH Information Center)

**Source:**

**Characteristics of Residents**

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	11,063	13,508	12,234	9,805	12,254	0	0	
Average length of stay	0	3	5	6	0	6	0	0	
Average Household size	0	1	2	2	1	2	0	0	
# Homeless at admission	0	0	0	0	0	0	0	0	
# of Elderly Program Participants (>62)	0	105	185	246	11	234	0	0	

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
# of Disabled Families	0	24	119	409	3	403	0	0
# of Families requesting accessibility features	0	170	427	1,061	17	1,037	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

**Table 19 – Characteristics of Public Housing Residents by Program Type**

**Data Source:** PIC (PIH Information Center)

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	163	362	839	16	816	0	0	0
Black/African American	0	7	61	217	1	216	0	0	0
Asian	0	0	4	5	0	5	0	0	0
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

**Race of Residents**

**\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Table 20 – Race of Public Housing Residents by Program Type**

**Data Source:** PIC (PIH Information Center)

## Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	6	6	15	0	15	0	0	0
Not Hispanic	0	164	421	1,046	17	1,022	0	0	0

**\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Table 21 – Ethnicity of Public Housing Residents by Program Type**  
 PIC (PIH Information Center)

**Data Source:**

**MA-10 Number of Housing Units – 91.210(a)&(b)(2)**

**All residential properties by number of units**

<b>Property Type</b>	<b>Number</b>	<b>%</b>
1-unit detached structure	7,388	45%
1-unit, attached structure	327	2%
2-4 units	4,231	26%
5-19 units	3,054	19%
20 or more units	674	4%
Mobile Home, boat, RV, van, etc	681	4%
<b>Total</b>	<b>16,355</b>	<b>100%</b>

**Table 22 – Residential Properties by Unit Number**

**Data** 2005-2009 ACS Data

**Source:**

**Unit Size by Tenure**

	<b>Owners</b>		<b>Renters</b>	
	<b>Number</b>	<b>%</b>	<b>Number</b>	<b>%</b>
No bedroom	0	0%	345	5%
1 bedroom	194	2%	2,155	30%
2 bedrooms	1,685	22%	2,749	38%
3 or more bedrooms	5,932	76%	1,956	27%
<b>Total</b>	<b>7,811</b>	<b>100%</b>	<b>7,205</b>	<b>100%</b>

**Table 23 – Unit Size by Tenure**

**Data** 2005-2009 ACS Data

**Source:**

## MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

### Introduction

### Cost of Housing

	<b>Base Year: 2000</b>	<b>Most Recent Year: 2010</b>	<b>% Change</b>
Median Home Value	85,800	148,996	74%
Median Contract Rent	408	688	69%

**Table 24 – Cost of Housing**

**Data** 2000 Census (Base Year), 2005-2009 ACS (Most Recent Year) Lewiston only  
**Source:**

<b>Rent Paid</b>	<b>Number</b>	<b>%</b>
Less than \$500	3,017	41.9%
\$500-999	4,019	55.8%
\$1,000-1,499	125	1.7%
\$1,500-1,999	18	0.3%
\$2,000 or more	26	0.4%
<b>Total</b>	<b>7,205</b>	<b>100.0%</b>

**Table 25 - Rent Paid**

**Data** 2005-2009 ACS Data  
**Source:**

### Housing Affordability

<b>% Units affordable to Households earning</b>	<b>Renter</b>	<b>Owner</b>
30% HAMFI	875	No Data
50% HAMFI	1,975	275
80% HAMFI	4,810	1,280
100% HAMFI	No Data	2,420
<b>Total</b>	<b>7,660</b>	<b>3,975</b>

**Table 26 – Housing Affordability**

**Data** 2005-2009 CHAS  
**Source:**

### Monthly Rent

<b>Monthly Rent (\$)</b>	<b>Efficiency (no bedroom)</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4 Bedroom</b>
Fair Market Rent	534	632	826	1,041	1,105
High HOME Rent	534	632	822	940	1,029
Low HOME Rent	505	540	648	749	836

**Table 27 – Monthly Rent**

**Data** HUD FMR and HOME Rents  
**Source:**

High HOME rents are defined as the lesser of Section 8 Fair Market Rents (FMRs) for existing housing OR 30% of the adjusted income of a family whose annual income equals 65% of the median income. Low HOME rents are defined as the following: for properties with five or more HOME units, at least 20% of the HOME units must have rents no greater than 30% of the tenant's monthly adjusted income or 30% of the annual income of a family whose income equals 50% of the median income.

**MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)**

**Condition of Units**

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	2,458	31%	3,070	43%
With two selected Conditions	20	0%	264	4%
With three selected Conditions	0	0%	78	1%
With four selected Conditions	0	0%	0	0%
No selected Conditions	5,333	68%	3,793	53%
<b>Total</b>	<b>7,811</b>	<b>99%</b>	<b>7,205</b>	<b>101%</b>

**Table 28 - Condition of Units**

**Data** 2005-2009 ACS Data  
**Source:**

**Year Unit Built**

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	461	6%	101	1%
1980-1999	1,475	19%	523	7%
1950-1979	3,727	48%	2,262	31%
Before 1950	2,148	28%	4,319	60%
<b>Total</b>	<b>7,811</b>	<b>101%</b>	<b>7,205</b>	<b>99%</b>

**Table 29 – Year Unit Built**

**Data** 2005-2009 CHAS  
**Source:**

**Risk of Lead-Based Paint Hazard**

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	5,875	75%	6,581	91%
Housing Units build before 1980 with children present	120	2%	3,940	55%

**Table 30 – Risk of Lead-Based Paint**

**Data** 2005-2009 ACS (Total Units) 2005-2009 CHAS (Units with Children present)  
**Source:**

**Vacant Units**

	<b>Suitable for Rehabilitation</b>	<b>Not Suitable for Rehabilitation</b>	<b>Total</b>
Vacant Units		53	53
Abandoned Vacant Units	71	206	277
REO Properties			
Abandoned REO Properties			

**Table 31 - Vacant Units**

**MA-25 Public and Assisted Housing – 91.210(b)**

**Totals Number of Units**

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disable *
# of units vouchers available	0	168	437	1,238	33	1,205	0	0	
# of accessible units									

**\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Table 32 – Total Number of Units by Program Type**

**Data** PIC (PIH Information Center)  
**Source:**

**MA-45 Non-Housing Community Development Assets – 91.215 (f)**  
**Economic Development Market Analysis**

**Business Activity**

<b>Business by Sector</b>	<b>Number of Workers</b>	<b>Number of Jobs</b>	<b>Share of Workers %</b>	<b>Share of Jobs %</b>	<b>Jobs less workers %</b>
Agriculture, Mining, Oil & Gas Extraction	35	10	0	0	0
Arts, Entertainment, Accommodations	1,161	1,282	8	5	-3
Construction	573	640	4	3	-1
Education and Health Care Services	3,525	8,529	25	36	10
Finance, Insurance, and Real Estate	1,053	2,512	8	11	3
Information	274	650	2	3	1
Manufacturing	1,780	1,830	13	8	-5
Other Services	415	473	3	2	-1
Professional, Scientific, Management Services	854	1,606	6	7	1
Public Administration	33	10	0	0	0
Retail Trade	2,148	2,575	16	11	-5
Transportation and Warehousing	530	1,081	4	5	1
Wholesale Trade	461	753	3	3	0
<b>Total</b>	<b>12,842</b>	<b>21,951</b>	<b>--</b>	<b>--</b>	<b>--</b>

**Table 33 - Business Activity**

**Data** 2005-2009 ACS (Workers), 2010 ESRI Business Analyst Package (Jobs)  
**Source:**

**Labor Force**

Total Population in the Civilian Labor Force	18,348
Civilian Employed Population 16 years and over	16,574
Unemployment Rate	9.67
Unemployment Rate for Ages 16-24	21.81
Unemployment Rate for Ages 25-65	6.56

**Table 34 - Labor Force**

**Data** 2005-2009 ACS Data  
**Source:**

<b>Occupations by Sector</b>	<b>Number of People</b>
Management, business and financial	2,714
Farming, fisheries and forestry occupations	858
Service	1,566
Sales and office	3,539
Construction, extraction, maintenance and repair	1,696

<b>Occupations by Sector</b>	<b>Number of People</b>
Production, transportation and material moving	1,173

**Table 35 – Occupations by Sector**

**Data** 2005-2009 ACS Data

**Source:**

**Travel Time**

<b>Travel Time</b>	<b>Number</b>	<b>Percentage</b>
< 30 Minutes	11,920	76%
30-59 Minutes	2,897	19%
60 or More Minutes	769	5%
<b>Total</b>	<b>15,586</b>	<b>100%</b>

**Table 36 - Travel Time**

**Data** 2005-2009 ACS Data

**Source:**

**Education:**

Educational Attainment by Employment Status (Population 16 and Older)

<b>Educational Attainment</b>	<b>In Labor Force</b>		<b>Not in Labor Force</b>
	<b>Civilian Employed</b>	<b>Unemployed</b>	
Less than high school graduate	987	195	804
High school graduate (includes equivalency)	4,769	626	1,956
Some college or Associate's degree	4,490	299	1,017
Bachelor's degree or higher	2,623	76	369

**Table 37 - Educational Attainment by Employment Status**

**Data** 2005-2009 ACS Data

**Source:**

Educational Attainment by Age

	<b>Age</b>				
	<b>18-24 yrs</b>	<b>25-34 yrs</b>	<b>35-44 yrs</b>	<b>45-65 yrs</b>	<b>65+ yrs</b>
Less than 9th grade	36	148	147	597	1,335
9th to 12th grade, no diploma	709	182	293	619	801
High school graduate, GED, or alternative	1,588	1,650	1,955	3,746	2,140
Some college, no degree	2,374	1,314	884	1,912	678
Associate's degree	148	273	584	847	100
Bachelor's degree	209	653	665	954	311
Graduate or professional degree	11	213	215	368	187

**Table 38 - Educational Attainment by Age**

**Data** 2005-2009 ACS Data  
**Source:**

Educational Attainment – Median Earnings in the Past 12 Months

<b>Educational Attainment</b>	<b>Median Earnings in the Past 12 Months</b>
Less than high school graduate	15,085
High school graduate (includes equivalency)	23,710
Some college or Associate's degree	30,193
Bachelor's degree	39,072
Graduate or professional degree	46,484

**Table 39 – Median Earnings in the Past 12 Months**

**Data** 2005-2009 ACS Data  
**Source:**

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 17, 2015

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Annual authorization for the Public Works Department to post certain roads, from March 18th to May 1st, prohibiting vehicles having a gross vehicle weight of over 23,000 pounds.

**INFORMATION:**

The Public Works Department is requesting authorization to post certain roads prohibiting vehicles having a gross vehicle weight of over 23,000 pounds. This action is necessary in order to prevent damage to the base and pavement of the roads during the spring thaw. This is a standard item that most municipalities do each spring.

Approval is recommended.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To authorize the Public Works Department to post the following roads prohibiting vehicles having a gross vehicle weight of over 23,000 pounds:

- From March 18, 2015 to May 1, 2015:  
 Ferry Road - From Cottage Road to River Road  
 River Road - From Ferry Road to Solid Waste Facility  
 Dyer Road - From Lisbon Road to Ferry Road  
 Pinewoods Road - From Ferry Road to Town Line  
 Gayton Road - From Lisbon Road to Town Line  
 Webster Road - From Old Lisbon Road to Crowley Road  
 Merrill Road - From College Road to Main Street  
 Sleeper Road - From Merrill Road to Town Line  
 Randall Road - From Sunrise Lane to Grove Street  
 Grove Street - From Randall Road to Town Line  
 Old Greene Road - From North Temple Street to Town Line  
 No Name Pond Road - From Old Greene Road to Town Line  
 Pond Road - From Cherrywood Drive to No Name Pond Road



## Department of Public Works

David A. Jones, P.E.  
Director



---

**TO:** Ed Barrett, City Administrator  
**FROM:** Dave Jones, Public Works Director  
**DATE:** February 27, 2015  
**SUBJECT:** Weight Limit Road Postings

The Department of Public Works is requesting that the Lewiston City Council authorize the posting of the following roads prohibiting vehicles having a gross weight greater than 23,000 pounds. The proposed posting would be from March 18, 2015 to May 1, 2015, but exceptions could be made if road conditions are favorable and on a case-by-case basis by the Director of Public Works or his designee. The posting could potentially be lifted earlier if weather and road conditions are favorable.

This posting is to prevent damage to the road base and pavement during the critical period of time when the frost is thawing from the road base. Historically, this period of time is when the roads are the most susceptible to damage from heavy weight traffic. The streets and roadways deemed for the weight limit posting are those with an open ditch drainage system and no under drains. The thirteen roads proposed for posting are as follows:

Ferry Road –	from Cottage Road to River Road
River Road –	from Ferry Road to the Solid Waste Facility
Dyer Road –	from Lisbon Road to Ferry Road
Pinewoods Road –	from Ferry Road to Town Line
Gayton Road –	from Lisbon Road to Town Line
Webster Road –	from Old Lisbon Road to Crowley Road
Merrill Road –	from College Road to Main Street
Sleeper Road –	from Merrill Road to Town Line
Randall Road –	from Sunrise Lane to Grove Street
Grove Street –	from Randall road to Town Line
Old Greene Road –	from North Temple Street to Town Line
No Name Pond Road –	from Old Greene Road to Town Line
Pond Road –	from Cherrywood Drive to No Name Pond Road

Exempted vehicles would be all vehicles or combination of vehicles 23,000 pounds or less, emergency response vehicles, school buses, fuel delivery trucks, State or municipal highway maintenance vehicles, or authorized vehicles under the direction of a public jurisdiction engaged in emergency maintenance of a public highway thereof.



City of Lewiston, Maine  
City Council Order  
March 17, 2015



**ORDER, Authorizing the Public Works Department to Post Roadways Prohibiting vehicles With a Gross Weight Greater than 23,000 Pounds from traveling on Certain Roads from March 18, 2015 to May 1, 2015.**

Whereas, spring road posting is done to prevent damage to the road base and pavement during the critical period of time when the frost is thawing from the road base; and

Whereas, historically, this period of time is when the roads are the most susceptible to damage from heavy weight traffic; and

Whereas, the streets and roadways to be weight limited are those with an open ditch drainage system and no under drains; and

Whereas, exceptions can and are made if road conditions are favorable on a case-by-case basis by the Director of Public Works or his designee; and

Whereas, exempted vehicles include all vehicles or combination of vehicles 23,000 pounds or less, emergency response vehicles, school buses, fuel delivery trucks, State or municipal highway maintenance vehicles, or authorized vehicles under the direction of a public jurisdiction engaged in emergency maintenance of a public highway thereof;

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

the Public Works Department is authorized to post 23,000 pound weight limits for the following streets:

- |                     |   |
|---------------------|---|
| Ferry Road –        | from Cottage Road to River Road             |
| River Road –        | from Ferry Road to the Solid Waste Facility |
| Dyer Road –         | from Lisbon Road to Ferry Road              |
| Pinewoods Road –    | from Ferry Road to Town Line                |
| Gayton Road –       | from Lisbon Road to Town Line               |
| Webster Road –      | from Old Lisbon Road to Crowley Road        |
| Merrill Road –      | from College Road to Main Street            |
| Sleeper Road –      | from Merrill Road to Town Line              |
| Randall Road –      | from Sunrise Lane to Grove Street           |
| Grove Street –      | from Randall road to Town Line              |
| Old Greene Road –   | from North Temple Street to Town Line       |
| No Name Pond Road – | from Old Greene Road to Town Line           |
| Pond Road –         | from Cherrywood Drive to No Name Pond Road  |

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 17, 2015

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Resolve accepting Project Canopy Community Forestry Assistance Grant for the purpose of establishing a Tree Nursery.

**INFORMATION:**

Due to severe budget constraints in recent years, the city has reduced tree planting programs to the extent that we are not keeping up with removals. During the Council planning session in 2014, the Council identified establishing a tree nursery as a City priority. A nursery will allow us to grow our own stock of replacement trees at a significantly lower cost than purchasing trees from private nurseries.

The City Forester has been working with the Lewiston Auburn Community Forestry Board to locate and develop a nursery. The current plan is to establish a nursery in Auburn on a parcel located near Lake Auburn. It would allow us to plant 300 saplings that could produce \$45,000 worth of trees for use in city parks and rights of way within five to six years.

A grant was sought from and has been approved by the State's Project Canopy program. The grant is in the amount of \$7,366.40 which must be matched by a similar level of expenditure locally and which can be met by in-kind services including Auburn and Lewiston staff salaries and wages, equipment costs, or volunteer labor that is contributed to the project.

The Lewiston City Forester will act as lead person organizing and scheduling the effort, and the Tree Board will be greatly involved. It will assist with volunteer labor and in securing outside sources. Preliminary efforts have been on going at the selected site for over a year. The City of Auburn will also contribute a comparable effort. When trees are ready to plant, each city will be allowed half. As with the volunteers hours, any work contributed by Auburn will count towards the grant match.

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

The City Administrator recommends approval of the requested action.

*ERAB/amm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve accepting Project Canopy Community Forestry Assistance Grant for the purpose of establishing a Tree Nursery.



## COUNCIL RESOLVE

Resolve, Accepting Project Canopy Community Forestry Assistance Grant for the Purpose of Establishing a Tree Nursery.

Whereas, due to severe budget constraints, the cities of Lewiston and Auburn have reduced tree replacement and planting programs to the extent that replacements are not keeping track with removals; and

Whereas, developing a tree nursery will allow us to grow our own stock of replacement trees at a significantly lower cost; and

Whereas, the plan is to establish a nursery that will allow us to plant 300 saplings that, within five to six years will produce \$45,000 worth of trees for transplanting into city parks, open space, and rights of way; and

Whereas, starting a tree nursery was among the priorities established by the 2014 City Council in its planning session held shortly after taking office; and

Whereas, the grant is in the amount of \$7,366.40 which must be matched by a similar level of expenditure by the City and which can be met by in-kind services including City staff salaries and wages, equipment costs, or volunteer labor that is contributed to the project;

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

There is hereby accepted a Project Canopy grant in the amount of \$7,366.40 for the purpose of establishing a tree nursery for the City of Lewiston and the Lewiston Auburn Community Forestry Board.



PAUL R. LEPAGE  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
MAINE FOREST SERVICE  
22 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0022

WALTER E. WHITCOMB  
COMMISSIONER

February 27, 2015

Mr. Steve Murch  
103 Adams Ave.  
Lewiston, ME 04243

Dear Steve Murch:

We are pleased to announce that you have been approved for a 2014 Planting and Maintenance grant of **\$7366.4** under the Project Canopy Assistance Program. Congratulations! This award is 100% of the requested amount. Project Canopy grants are made available through the U.S.D.A. Forest Service Urban and Community Forestry Program CFDA 10:675.

The grant award is contingent on the City of Lewiston's ability to meet the following conditions:

- Ensure that Project Canopy, the USFS, and community forestry are promoted through signage, literature, and the local media.

Enclosed is an award packet containing two copies of the project agreement and general assurances. Please return one copy of the signed agreement and general assurances to the Maine Forest Service. **No work may begin on the project until both the agreement and the general assurances have been signed by both parties.** Please retain copies of all documents for your records. Any questions regarding grant terms and conditions may be addressed by contacting Jan Ames Santerre at 207-287-4987.

We look forward to working closely with you. Please let us know if we can be of further assistance.

Sincerely,

Doug Denico  
Director, Maine Forest Service

DOUGLAS P. DENICO  
DIRECTOR

18 ELKINS LANE, HARLOW BUILDING  
AUGUSTA, ME 04330  
[www.maine.gov/acf](http://www.maine.gov/acf)

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OR: 800-367-0223  
FAX: 207-287-8422



PAUL R. LEPAGE  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
MAINE FOREST SERVICE  
22 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0022

WALTER E. WHITCOMB  
COMMISSIONER

February 27, 2015

Steve Murch  
City of Lewiston  
103 Adams Ave.  
Lewiston, ME 04243

**Award No.:** 14-dg-184

**DUNS Number:** 060997418

**Program:** Urban and Community Forestry CFDA 10.675; Project Canopy Community Forestry Assistance Grants

**Project:** LACFB Tree Nursery

**Expiration Date:** 30 June 2016

Dear Steve Murch,

Enclosed is an approved copy of your 2014 Project Canopy Assistance Agreement for the **LACFB Tree Nursery** project funded through the Urban and Community Forestry Program. This grant shall commence when both parties have signed this agreement, but not prior to **1 March 2015**. This grant shall terminate on **30 June 2016** or when all of its terms and conditions have been satisfied, which ever comes first. A recipient cannot be allowed to incur costs prior to both parties signing this agreement. This ending date should provide adequate time to complete the project. Please sign and return your concurrence letter. The approved amount for this award is **\$7366**, matched 50/50 by the Applicant. Funding is provided through the USDA Forest Service, State & Private Forestry, under the authority of the Cooperative Forestry Assistance Act of 1978, as amended, 16 U.S.C. 2101-2114.

This is an award of federal financial assistance, and as such may be subject to the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments; Circular A-133, Audits of States, Local Governments, and Non-profit Organizations; Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Non-profit Organizations, as implemented by United States Department of Agriculture (USDA) Uniform Federal Assistance Regulations, 7 CFR 3019; Audits of Institutions of Higher Education, Hospitals, and Non-profit Organizations, 7 CFR 3051; Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Regulations for Drug-Free Workplace, 7 CFR 3017; New Restrictions on Lobbying, 7 CFR 3018; and

DOUGLAS P. DENICO  
DIRECTOR

18 ELKINS LANE, HARLOW BUILDING  
AUGUSTA, ME 04330  
[www.maine.gov/acf](http://www.maine.gov/acf)

PHONE: 207-287-2791  
OR: 800-367-0223  
FAX: 207-287-8422

OMB Circular A-122, Cost Principles for Non-profit Organizations. In addition, the following administrative provisions apply:

- 1 - This grant program is conducted on a **reimbursement** basis.
- 2 - The Grantee will perform the work outlined in the approved 2014 Project Canopy Grant Application.
- 3 - All deliverables as outlined in 2014 Project Canopy Grant Application and required under this agreement must be delivered to the Project Canopy Director. All oral reports required under this agreement must be presented at the location requested by the Maine Forest Service (MFS).
- 4 - Rights and Obligations: This General Agreement is for federally funded grants governing the activities to be performed under this agreement, the nature of the working relationship between the MFS and the Grantee, and specific obligations of both parties. All rights and obligations of the parties to this agreement shall also be subject to and governed by the application form and original budget worksheet, each incorporated by reference herein.
- 5 - The Grantee shall complete all specified activities including submission of reports and/or other required documentation within the time periods set forth in the agreement. Failure by the Grantee to make satisfactory progress toward completion of the activities or project within the timelines specified in this agreement shall be considered a material breach and shall be grounds for immediate termination of this agreement by the MFS. The MFS has sole discretion to determine whether the Grantee is making satisfactory progress on the activities or project.
- 6 - Allowable costs are all charges necessary and reasonable to accomplish the objectives of the agreement during the grant period subject to MFS approval. The Grantee will meet with the MFS at the beginning of and throughout the grant period to discuss proposed projects and to determine which activities are reimbursable. Costs not eligible for reimbursement include, but are not limited to:
  - Salaries and wages;
  - Overhead;
  - Stipends or any kind of director's fees for urban forestry board members;
  - Out-of-state travel;
  - Construction activities or capital outlays including purchase of land, equipment (including computer hardware or anything else not previously approved as allowable costs by MFS).
- 7 - A performance of progress report shall be submitted semi-annually and within 30 days of the expiration of the grant.
  - a. The Cooperator shall constantly monitor the performance under Federal Assistance activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. When monitoring reveals problems, delays or adverse conditions which materially affect the Cooperator's ability to attain program objectives, prevent the meeting of time schedules and goals or preclude the attainment of project work units by established time periods, the Cooperator shall furnish to the Maine Forest Service a report outlining the circumstances and showing action taken or contemplated and any assistance needed to resolve the situation.
  - b. The Cooperator shall, by 30 days prior to the expiration of the grant, notify the Maine Forest Service if funds provided under this Agreement will not be expended.

- c. The Cooperator shall, semi-annually and, within 30 days of the expiration of the grant, submit to the MFS performance reports for this award which:
  - i. Compares actual accomplishments to the goals or targets established in the application narrative. Where outputs are quantifiable, such data should be related to cost data for computation of unit costs.
  - ii. If applicable, give reasons why established goals or targets were not achieved.
  - iii. Other pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs, photographs, and media coverage.

280 - All final reports (accomplishments, request for reimbursement, financial status report) shall be due 30 calendar days after the expiration date of the grant or at the end of grant support.

281 - Method of Disbursement: Requests for disbursement under this agreement shall be submitted by the Grantee on the final reimbursement form. Invoices, copies of canceled checks, vouchers, town warrants, and proof of all match shall be included with the reimbursement forms. Invoices/warrants will include information as is necessary for the MFS to determine the exact nature of all expenditures. Each invoice will clearly indicate that it is for activities under this agreement. Requests for disbursement shall be submitted to the MFS Project Canopy Director.

282 - No additional requests for costs or expenses are allowable.

283 - Recapture Provision: In the event the Grantee fails to expend funds in accordance with any federal or state law or regulation or the provisions of this agreement, the MFS reserves the right to recapture funds in the amount equivalent to the amount of noncompliance. Repayment by the Grantee of funds under this section shall occur within 30 days of demand.

284 - Audit requirements for Federal award recipients are defined in OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003). OMB Circular A-133 now requires those being audited to submit a completed data collection form (SF-SAC) with the audit reporting package to the Federal clearinghouse designated by OMB -currently the Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, TN 47132. For questions concerning the submission process or to obtain a copy of the form, you may call the Federal Audit Clearinghouse (888-222-9907). Information can also be found on the Internet at <http://harvester.census.gov/sac/>. If a grant is closed out without an audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- a. If the audit reveals findings and questioned costs relating to Federal awards passed through from MFS, forward a copy of the audit, along with the subrecipient response and the final corrective action plan as approved by the Auditor to the MFS within nine months after the end of the audit period.
- b. The subrecipient shall provide to MFS by August 31 of each calendar year the following:
  - i. Type of audit to be performed (Federal Single Audit Act or a local audit). If the subrecipient is exempt from federal audit requirements, MFS shall be so notified and they are still required to perform b (iii) and b (iv).
  - ii. **Auditor (s) name, address, and phone number.**
  - iii. A list of all state agencies providing federal assistance to the subrecipient.
  - iv. A listing of all financial assistance sources and the amounts provided and identified under the following categories: Federal Assistance Obtained Directly From A Federal Agency, Federal

Assistance Obtained Through A State Or Local Government, and Other Financial Assistance Obtained From A State Or Local Government.

- 285 - Prior approval is required for any changes to the scope of objectives of the approved key personnel, or transfer of substantive programmatic work to another party. Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. All requests that require prior approval must be made, in writing, to the Maine Forest Service no later than 30 days before the proposed change.
- 286 - Program Income: Gross income directly generated by a grant-supported activity or earned as a result of the grant during the grant period, is not allowed without prior approval from MFS.
- 287 - All Records and Receipts relating to the expenditures and match for this project must be maintained and available in a grant file for at least 3 years after the close of the grant period.
- 288 - Acknowledgements—Maine Forest Service support shall be acknowledged in any publication or audiovisuals developed as a result of this instrument - ex. *The work upon which this publication is based was funded in whole or in part through a grant awarded by the Maine Forest Service and the USDA Forest Service.*
- 289 - The Cooperator shall, upon receipt of the award, notify the media via press release or letter to the editor. All press coverage of grant projects shall be forwarded to the MFS Project Canopy Director with final grant documentation.
- 290 - Pruning Specifications:
- a. All pruning projects will adhere to the guidelines put forth in "How To Prune Trees" USDA Forest Service publication number NA-FR-01-95
- 291 - Planting Specifications:
- i. All planting projects will adhere to the guidelines put forth in "Planting Trees in Designed and Built Community Landscapes."
  - ii. All wire baskets will be removed.
  - iii. All trees will be planted at the trunk flare. This may mean soil excavation to locate trunk flare from the root ball.
  - iv. Planting of materials classified as invasive species by the Maine Department of Agriculture, Conservation, and Forestry are not allowed.
  - v. Planting of ash (*Fraxinus* sp.) is not allowed.
  - vi. Species planted under, near or above utility lines shall be of compatible size and form so as not to interfere with utility lines.
  - vii. Guying is not recommended.
- 292 - Planting project survival rate: Any tree planting project under the terms and conditions of this grant is required to have a 90% survival rate for three years following the planting. The MFS will make the determination through follow-up inspections. It will be the responsibility of the Grantee to supply documentation verifying the failure was not due to neglect. Failure to comply will cause the Grantee to be ineligible for Project Canopy grants for three years.
- 293 - Forest Management Plan Specifications:

- a. All forest management plans will adhere to the guidelines put forth in "Maine Forest Service Stewardship Program: Guidelines for Forest Management Plans"

294 - Debarment and Suspension (Rider D)

The Cooperator/Provider shall immediately inform the Department if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator/Provider or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Department without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

295 - Legal Authority

The cooperator/Provider shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

24 - Non-Liability

The Department does not assume liability for any third party claims for damages arising out of this instrument.

25- Members of Congress

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.

26- Drug-Free Workplace

a. The Recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(2) Specify the actions the recipient will take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award he or she

(I) Must abide by the terms of the statement, and

(II) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The Recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about:

(I) The dangers of drug abuse in the workplace;

(II) Your policy of maintaining a drug-free workplace;

(III) Any available drug counseling, rehabilitation and employee assistance programs; and (IV)

The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.

d. The Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award/agreement number of each instrument on which the employee worked. The notification must be sent to the Program Manager within ten calendar days after the Cooperator/Provider learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the Recipient must either:

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

27- Eligible Workers

The Cooperator/Provider shall ensure that all employees complete the 1-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator /Provider shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this instrument.

28- Title VI Compliance

The recipient shall comply with all Federal statutes relating to non- discrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C.794) which prohibits discrimination on the basis of disabilities.

29- Freedom of Information Act

It is the Department's policy to inform the public as fully as possible of its programs and activities. The Cooperator/Provider is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments.

30- Public Information

The Cooperator/Provider shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

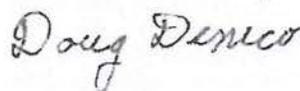
"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. "

Signatures by both parties on this award letter indicate agreement to the terms and conditions of this grant document. Two copies signed by the Forest Service are provided. After your review and approval, please sign both copies and return one for our records. Funds for this award of financial assistance will not be available to draw down until the counter signature page is received.

If you have any questions about this grant, please call Jan Santerre 207-287-4987.

Sincerely,



Doug Denico  
Director, Maine Forest Service

**Program:** Urban and Community Forestry CFDA 10.675; Project Canopy Community Forestry Assistance Grants  
**CFDA: 10.675**

**Title of Project:** LACFB Tree Nursery

**Award No.:** 14-dg-184

**DUNS:** 060997418

**Name:** City of Lewiston

**Address:** 103 Adams Ave., Lewiston, ME 04243

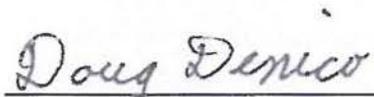
**Award Amount:** \$ 7366

**Principal Place of Performance:** Auburn, Maine

**Project Description:** plant 260 trees at the established LACFB tree nursery located at the Lewiston/Auburn Community Center.

**Expiration Date:** 30 June 2016

The financial assistance award and obligation is approved.

  
\_\_\_\_\_  
Doug Denico

2/27/15  
Date

Director, Maine Forest Service

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Remarks:

In all its programs and activities, the U.S. Department of Agriculture (USDA) prohibits discrimination on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Those with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202)720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 17, 2015

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Carlton Club, Inc., 25 Sabattus Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Carlton Club, Inc., 25 Sabattus Street.

The Police Department has reviewed and approved the application.

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

The business owner has been notified of the public hearing and requested to attend.

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

The City Administrator recommends approval of the requested action.

*EARB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to the Carlton Club, Inc., 25 Sabattus Street.

CITY OF LEWISTON  
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 2/27/15

Expiration Date: 3/11/15

- Class A - \$125.00 - restaurants with entertainment, which **does not have dancing**  
 Class B - \$125.00 - lounges/bars with entertainment, which **does not have dancing**  
 Class C - \$150.00 - either restaurants or lounges/bars with entertainment, including dancing  
 Class D - \$150.00 - function halls with entertainment, including dancing  
 Class E - \$150.00 - dance hall or nightclub that admits persons under the age of 21  
 Class F - \$150.00 - "chem-free" dance hall or nightclub for patrons aged 18 yrs and older, with no liquor

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

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

Business Name: Carlton Club, Inc Business Phone: 784-9280

Location Address: 25 Sabbathus St. Lewiston ME 04240

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

Mailing Address: 25 Sabbathus St. Lewiston ME 04240

Email address: shanan072177@yahoo.com

Contact Person: Steve Bernard Phone: 240-9548

Owner of Business: Steve Bernard Treasurer Date of Birth: 7-10-59

Address of Owner: 70 Terrace Ave Auburn ME 04210

Manager of Establishment: Shanan Mendenhall Date of Birth: 7-21-77

Owner of Premises (landlord): Robert Carol Ureghardt

Address of Premises Owner: 9017 Black Chestnut Dr Leland NC 28457

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

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston?  Yes  No If yes, please list business name(s) and location(s): Carlton Club 25 Sabbathus St. Lewiston ME 04240

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

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

Corporation Name: Cavelton Club, Inc.

Corporation Mailing Address: 25 Sabbath St. Lewiston ME 04240

Contact Person: Steve Bernard Treasurer Phone: 207-784-9280

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 15 ft Apartment upstairs

Please describe the type of proposed entertainment:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> dancing                      | <input type="checkbox"/> stand up comedian  | <input type="checkbox"/> piano player             |
| <input checked="" type="checkbox"/> music by DJ       | <input checked="" type="checkbox"/> karaoke | <input type="checkbox"/> other, please list _____ |
| <input checked="" type="checkbox"/> live band/singers | <input type="checkbox"/> magician           | <input type="checkbox"/> other, please list _____ |

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

\*\*\*\*\*

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

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

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

Signature: [Signature] Title: Treasurer Date: 2/26/15

Printed Name: Steve Bernard

\*\*\*\*\*

Hearing Date: 3-17-15

	Officer	DOB	Town of Resider
Treasurer	Steve Bernard	7-10-59	Auburn
V. Pres	Jamie Lyons	12-24-58	Auburn
President	Matt Long	10-3-79	Auburn
Secretary	Porenda Breton	7-15-52	Leicester



## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



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TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: February 17, 2015

RE: Liquor License/Special Amusement Permit – **Carlton Club**

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

**Carlton Club**  
**25 Sabattus St.**



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



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# LEWISTON CITY COUNCIL

## MEETING OF MARCH 17, 2015

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Adoption of a new City Policy regarding Demolition protocols and procedures.

**INFORMATION:**

Over the past several years, the City has worked with a number of stakeholders to establish a demolition protocol governing projects where the City demolishes buildings in an effort to minimize the hazards associated with lead paint found in older structures. The Lewiston Auburn area has the highest incidence of lead poisoning among youth in the state. This protocol has been mandatory on City projects. In addition, we have identified best practices which we currently recommend for private demolitions. Certain city, state, and federal regulations also apply to demolition activities, whether public or private.

We are now recommending that these protocols be placed into formal City policy. This will ensure that they are continued into the future should the city staff involved in enforcing them change.

In addition, the proposed policy also brings together regulatory requirements and best practices in a single document which can easily be provided to both public and private demolition contractors.

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

The City Administrator recommends approval of the requested action .

*EAB/KMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To establish and adopt a City Demolition Policy, Policy Manual Number 40, as recommended by the City Administrator.

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



## COUNCIL RESOLVE

Resolve, Adopting Demolition Policy, City Master Policy Number 40

Whereas, Over the past several years, the City has worked with a number of stakeholders to establish a demolition protocol governing projects where the City demolishes buildings; and

Whereas, the purpose of this protocol is to minimize hazards associated with lead paint frequently found in older structures; and

Whereas, the City and State and Federal Governments have also adopted a number of regulations that apply to demolition projects, whether they be undertaken privately or by a government agency; and

Whereas, the City has also identified certain demolition best practices which are required for City demolitions and recommended for private ones; and

Whereas, transitioning the current protocol to policy will ensure that these practices continue in the future;

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

The attached Demolition Policy, City Master Policy Number 40, is hereby adopted.

# DEMOLITION POLICY

The following policy is hereby implemented for projects in the **City of Lewiston** that involve the demolition of structures and is intended to reduce the generation and potential release of lead dust and debris into the adjacent area:

## REQUIRED FOR BOTH CITY AND PRIVATE DEMOLITIONS

All demolitions in the City of Lewiston must comply with the following:

- The owner/contractor shall secure the site prior to demolition.
- Prior to the commencement of demolition activity, the owner/agent shall provide the code enforcement office with the following:
  - A completed demolition permit accompanied by the requisite fee (fee may be waived on municipal projects).
  - Sign-offs for utility disconnects from the natural gas and electric companies and the municipal sewer and water department. Sign-offs from cable and telephone companies are optional.
  - Documentation of hazardous material assessment and abatement in accordance with Maine Department of Environmental Protection regulations.
- The owner/agent shall notify Dig-Safe seventy-two (72) hours prior to initiating any demolition activity.
- Contractors shall follow the procedures for handling and disposing of all regulated materials as required by the State of Maine.
- Demolitions shall comply with all applicable state and federal regulations.
- All demolition and debris will be removed from site in trucks that have the proper covering screens as required by City Ordinance.
- Wind and water erosion shall be done in accordance with the following:
  - **302.10.1 Demolition.** On any premises located in the Downtown Residential District, the Neighborhood Conservation “B” District, the Centreville District, and the Riverfront District, the following provisions shall apply to demolition activity commencing on or after March 31, 2014 resulting in vacant premises:
    - Temporary erosion and sediment control measures in keeping with the applicable best management practices as per the above referenced document shall be in place on premises in these districts as necessary during and after the completion of demolition activity.
    - Permanent erosion and sediment control measures shall be in place within thirty days after the completion of demolition activity in these districts and shall be achieved with topsoil spread at a minimum compacted depth of 4 inches in keeping with the applicable best management practices as per the above referenced document.

## DEMOLITION POLICY

- Premises shall be barricaded within thirty days after the completion of demolition with boulders one cubic yard or larger placed around the entire perimeter of the premises at intervals of not less than six feet apart. The purpose for this provision is to discourage the unlawful use of any vacant premises for parking, storage, or related activity; however, such uses may be established subject to permitting.

### Exceptions:

1. The code official may waive the requirement for the use of topsoil as the permanent soil stabilization method when determined that some other permanent soil stabilization best management practices method would be more appropriate for a given premises. Any such waiver must be requested in writing.
  2. The code official may extend the thirty day provision for the installation of topsoil as the permanent soil stabilization method when determined that the redevelopment of the subject premises will likely occur within twelve months after the completion of demolition or when it is impractical due to fall and winter conditions. Any such waiver must be requested in writing.
  3. The code official may waive the requirement for the placement of boulders in whole or in part when it can be demonstrated that structures on adjoining premises, topography, existing or proposed permanent fences, or other barriers are of such a nature to achieve the purpose of this section. Any such waiver must be requested in writing.
- **302.10 Erosion and sediment control.** When determined by the code official that soil erosion is occurring or is likely to occur beyond the premises or into a protected natural resource as defined by M.R.S.A, Title 38 § 480-B, erosion and sediment control measures shall be installed in accordance with the Maine Erosion and Sedimentation Control BMPs Pub. No. DEPLW0588, published by the Maine Department of Environmental Protection, Bureau of Land and Water Quality, (March 2003). Where required, erosion control measures must be maintained until the site is permanently stabilized. Permanent erosion and sediment control measures shall be achieved with topsoil spread at a minimum compacted depth of 4 inches in keeping with the applicable best management practices as per the above referenced document. Lawfully established agricultural fields shall be exempt from this section.

# DEMOLITION POLICY

## Exception:

- The code official may waive the requirement for the use of topsoil as the permanent soil stabilization method when determined that some other permanent soil stabilization best management practices method would be more appropriate for a given premises. Any such waiver must be requested in writing.

## DEMOLITION PRACTICES FOR CITY OF LEWISTON

All demolition project undertaken by the City of Lewiston must comply with the following:

- Due to the age of the properties being demolished, presume that there is lead-based paint in the property.
- Except in emergency circumstances, the City will notify Neighborhood Housing League (NHL) at least 10 days prior to the commencement of demolition. The NHL shall inform residents, businesses and other organizations within a 300 foot radius of the site of the planned demolition activities. The City will print color flyers describing the precautions that are recommended to be taken to minimize lead exposure. The City will post warning signs on the properties to be demolished during the 10 days prior to demolition and will post signs alerting traffic on the day of demolition.
- The City of Lewiston will provide NHL with brochures regarding its HEPA vacuum program. This program is for anyone interested in using the HEPA vacuum to minimize dust exposure following demolition.
- The Contractor shall maintain control of the site from the start of demolition until completion. If equipment or debris is left on the demolition site overnight, the Contractor will be responsible to secure the site and prevent entry.
- The State of Maine requirements for handling and disposing of regulated materials will be provided to the Contractor when the bid is awarded and the contract for demolition signed.
- Buildings shall be demolished in as safe and orderly way as possible. Neighboring properties must be policed every day for any demolition debris.
- During the course of the demolition project, when temperatures are above freezing the contractor shall practice dust control by wetting down the building and its debris during the active part of the demolition and loading the debris onto the transport vehicle.
- Temperature and other weather conditions shall be given consideration when scheduling demolitions during the winter months.
- The contractor shall prevent the accumulation of mud and fill material on streets and sidewalks from erosion and vehicles exiting the site.
- The Contractor shall establish direct routes to final disposal site(s) to minimize impact on residential areas.

## DEMOLITION POLICY

- Demolition sites shall be loamed, seeded and mulched when directed by the City after consideration of the planned future use. Outside of the four zoning districts previously mentioned, barricading of the site shall be left to the discretion of the City on a case-by-case basis.

The Director of Budget and Purchasing shall ensure that the necessary language to implement these requirements is included in City bid documents and contracts relating to demolition projects.

### RECOMMENDED DEMOLITION PRACTICES FOR PRIVATELY OWNED PROPERTY

The following best practices are recommended for all projects in the City of Lewiston that involve the demolition of privately owned structures to reduce the generation and potential release of lead dust and debris into the adjacent area:

- Presume due to the age of the properties being demolished that there is lead based paint in the property.
- Ten (10) days prior to the commencement of demolition, the owner should place signs on the property being demolished that identifies the date and time of demolition.
- The Contractor should maintain control of the site from the start of demolition until completion. If equipment or debris is left on the demolition site overnight, the Contractor should secure the site and prevent entry
- The City of Lewiston will provide the private owner with brochures regarding its HEPA vacuum program. This program is for anyone interested in using the HEPA vacuum to minimize dust exposure following demolition.
- Buildings should be demolished in as safe and orderly way as possible and in compliance with all state and federal regulations. Neighboring properties should be policed every day for any demolition debris.
- During the course of the demolition project, when temperatures are above freezing the contractor should practice dust control by wetting down the building and its debris during the active part of the demolition and while loading the debris onto the transport vehicle.
- Temperature and other weather conditions should be given consideration when scheduling demolitions during the winter months.
- Contractor should establish direct routes to final disposal site(s) to minimize impact on residential areas.

The Department of Planning and Code Enforcement shall ensure that those undertaking private demolitions are provided information on the requirements and best practices for private demolitions.

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 17, 2015

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Amendments to the Parking Fees Policy regarding the surface parking lot at the intersection of Lincoln and Cedar Streets.

**INFORMATION:**

A parking agreement in support of redevelopment of the Dominican Block appears elsewhere on tonight's agenda. The parking lot at the corner of Cedar and Lisbon is included as one of the parking locations that is available for the project. At the present time, a portion of this lot is managed through time limited parking meters while the remainder is set aside for permit parking. A monthly permit rate has not, however, been set for those non-metered spaces. The attached amendment to our Parking Fee Policy will set the rate at \$40 per month.

Note: Additions are underlined; deletions have ~~strikeout~~ lines.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the proposed amendment to the Parking Fees Policy, Policy Manual Number 42, as recommended by the City Administrator and the Chief of Police.

(Note - Full copy of the amendments are attached.)



## COUNCIL RESOLVE

**Resolve**, Amending City Policy 42, Parking Fees, to Set a Permit Fee for Certain Space in the Surface Parking Lot Located at the Intersection of Lincoln and Cedar Streets.

Whereas, the City owns and manages a surface parking lot located at the intersection of Cedar and Lincoln; and

Whereas, a portion of this lot is managed through time limited parking meters and the remainder of the lot is set aside for permit parking; and

Whereas, a rate has not been established for this permit parking;

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

Section G. 3 of City Policy 42, Parking Fees, is hereby amended as follows:

**3. Cedar & Lincoln Street Lot:** Lot created by the demolition of building(s) and retrofitting of vacant properties occupying the space formerly known by parcel address 198 Lincoln Street: Parking spaces to be rented on a monthly basis at a fee of \$40 per month excluding Daily parking to be governed by permits in the spaces not articulated identified in the Traffic Schedule Chapter 8 as being designated for (2 hour meters) public parking.

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 17, 2015

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Resolve approving the Dominican Block Parking Agreement and authorizing the City Administrator to execute the same on behalf of the City.

**INFORMATION:**

The developer of the Dominican Block located at 143 Lincoln Street has made substantial investments in the building and property to prepare it for tenant fit out and has stepped up efforts to market the property. Lewiston's Historic Preservation Review Board recently approved plans for an elevator/stair tower/conference room addition to be built on the south side of the building.

Before moving forward with construction of the addition, the developer has asked that the city enter into a long term agreement for parking for tenants of the building. That agreement is attached, as is a memo outlining its terms and conditions.

City staff recommends that this Parking Agreement be approved and that the City Administrator be authorized to execute it on behalf of the city. Doing so will support redevelopment of the Dominican Block and implementation of the Riverfront Island Master Plan.

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

The City Administrator recommends approval of the requested action.

*EAS/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To adopt the Resolve approving the Dominican Block Parking Agreement and authorizing the City Administrator to execute the same on behalf of the City.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE: Parking Agreement for Dominican Block**  
**Date:** March 11, 2015

David Clem purchased the Dominican Block located at 143 Lincoln Street in 2004, doing business as DBLCC, LCC. Since then he has made substantial investments in the building and property, following historic preservation standards, to core and shell the building and prepare it for tenant fit out. Lewiston's Historic Preservation Review Board recently approved plans for an elevator/stair tower/conference room addition to be built on the south side of the building.

With the city's adoption of the Riverfront Island Master Plan, Mr. Clem has stepped up his marketing efforts to tenant the building. This activity has generated interest but no signed leases yet. Regardless, Mr. Clem is prepared to move forward with construction of the addition.

Before doing so, he has asked that the city enter into a long term agreement for parking for tenants of the building. That agreement is attached. In summary, the agreement commits 100 spaces to the project until it has been fully tenanted. At the time the building is fully occupied, the long term commitment of spaces drops to the number of long term spaces leased at that time (Base Parking Level). Any increase in the number of spaces leased after that time will only be limited by availability. The lease calls for the spaces to be primarily in the Chestnut Street Parking Garage but also at other garages and surface lots in the area. It is for an initial term running until January 1, 2020 with five 5 year options to renew.

The rate for spaces in the garage will be at the current market rate of \$55 per month and for the surface lot at the corner of Lincoln and Cedar at \$40 per month. The rate for spaces in the Lincoln/Cedar lot is to be adjusted to \$40 per month in the city Parking Fees Policy by other council action scheduled for the meeting of March 17<sup>th</sup>. Increases in the rates are capped at 10% over the course of any 5 year term with an index check at every 10 year interval to reset the monthly parking fee to whatever the rate is at that time in order to ensure the rates stay comparable with those paid by other users in the garage. Tenants under this agreement would be eligible for Major Employer Parking Fee Discount Programs (included in Parking Fee Policy) for which they are eligible.

City staff recommends that this Parking Agreement be approved and that the City Administrator be authorized to execute it on behalf of the city. Doing so will support redevelopment of the Dominican Block and implementation of the Riverfront Island Master Plan.



## COUNCIL ORDER

**Order,** Approving the Dominican Block Parking Agreement and Authorizing the City Administrator to execute the Same on Behalf of the city.

Whereas, DBLCC, LCC (DBLCC) is the owner of the Dominican Block located at 143 Lincoln Street; and

Whereas, DBLCC has invested significantly in the building and in meeting historic preservation redevelopment standards; and

Whereas, DBLCC, has received approval from Lewiston Historic Preservation Review Board for an elevator/stair tower/meeting room addition on the southerly side of the building; and

Whereas, DBLCC is actively seeking tenants for the building and is prepared to begin construction of the addition; and

Whereas, prior to commencement of construction of the addition, DBLCC wishes to enter into a long term lease for monthly parking at municipally owned facilities that will be used by tenants of the Dominican Block; and

Whereas, entering into such a lease will support redevelopment of a historic building and further the goals of Lewiston's Riverfront Island Master Plan;

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

The attached Dominican Block Parking Agreement is hereby approved and the City Administrator is authorized to execute the document on behalf of the City, substantially in the form as presented.

## DOMINICAN BLOCK PARKING AGREEMENT

This Agreement made and entered into as of the \_\_\_ day of March, 2015 by and between the City of Lewiston, a body corporate and politic (the "City") and DBLCC, LLC, a Maine limited liability company ("DBLCC") witness the following:

WHEREAS, DBLCC is the owner of the Dominican Block located at 143 Lincoln Street, Lewiston, Maine (the "Building"); and

WHEREAS, in order to fully redevelop the Building DBLCC requires the City's commitment to make parking spaces available to DBLCC for use by tenants of the Building; and

WHEREAS, the City is willing to provide such commitment on the terms and provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Spaces. City hereby commits to provide DBLCC with up to one hundred (100) parking spaces, or such lesser amount as DBLCC shall request from time to time (the "Spaces"), Spaces shall be made available to DBLCC or tenants of the Building upon 30 days prior written notice from DBLCC or tenants to City. DBLCC may cease utilizing Spaces upon 30 days prior written notice from DBLCC to City. Once the Building has initially been fully tenanted the long term commitment of spaces will be reduced to the number of spaces leased long term at that time (Base Parking Level). Subsequent to establishment of the Base Parking Level any reduction in the number of spaces utilized by DBLCC shall be without prejudice to its right to resume utilizing some or all of the remaining Spaces at or above the Base Parking Level in the future; limited only by availability.

2. Location. The Spaces shall be located primarily at the Chestnut Street Parking Garage, with secondary locations at the city owned surface parking lot (Surface Lot) located at the northeast corner of Lincoln and Cedar Streets, the Lincoln Street Parking Garage, and other surface and decked parking lots that may be developed by the city in the future. The spaces will be available on an open, first-come, first served basis, except of parking spaces reserved for disabled persons. The Spaces shall be for the use of tenants of the Building and their guests and invitees, and may not be made available by DBLCC for any other purpose.

3. Cost; Payment. As of the date of this agreement the monthly parking fees in the garage are \$55 per month. Monthly rates in the Surface Lot are \$40 per month. Parking fees are payable on the first of the month for which parking is to be provided. Other programs are available for single users who purchase 50 or more passes or pay annually in three installments as described in Exhibit A. Increases in monthly rates shall be limited to no more than a cumulative increase of 10% in any single 5 year term; with an index check at each 10 year interval to reset the monthly parking fee to the then current rate to insure rates stay comparable with fees paid by other users of the garage. Arrangements and payments for monthly parking passes shall be made with Beth Witas, Staff Accountant – Accounts Payable, or such other City staff person who shall be assigned to the task. Payments shall be made to: Treasury Department, City of Lewiston, 27 Pine Street, Lewiston, ME 04240.

4. Term. City's commitment to provide Spaces hereunder shall continue until January 1, 2020. DBLCC shall have five options to renew this Agreement, each for a five year term, and each of which shall be exercised, if at all, no less than 60 days prior to expiration of the then current term. The rate for each renewal term shall be fair market value.

5. Assignment. DBLCC shall have the right to assign the benefits of this Agreement to a subsequent owner or tenant of the Building, but each such owner shall be subject to the use restrictions of Section I. Upon the assumption in writing by a subsequent owner of the payment obligations of DBLCC hereunder and notice thereof to City, DBLCC shall be released from any further responsibility in respect thereof.

IN WITNESS WHEREOF, City and DBLCC have caused this Agreement to be executed as of the date first above written.

City of Lewiston

\_\_\_\_\_  
Witness

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

DBLCC, LLC

\_\_\_\_\_  
Witness

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

**Exhibit A**  
**Parking Fees**  
**Municipal Parking Facilities**  
(as amended 3/17/15)

# PARKING FEES

## MUNICIPAL PARKING FACILITIES

- A. \$1.00 each hour; maximum of \$6.00 per day. The fees shall apply between the hours of 6 a.m. and 6 p.m. Any vehicle that enters and exits from a parking facility within one hour shall not be charged a fee.
- B. That monthly parkers be assessed a fee of \$55.00 per month payable on the first working day of each month. A five-working-day grace period will be granted before monthly parking card is keyed out.
  - 1. \$ 5.00 parking card fee
  - 2. \$10.00 parking card replacement fee
- C. That a fee of \$600.00 be set for a yearly parking pass. Payments to be made in each city fiscal year as follows:
  - 1. \$300.00 on the first working day of July
  - 2. \$150.00 payable on the first working day of October
  - 3. \$150.00 payable on the first working day of January
- D. Major Employer Parking Fee Discount Program
  - 1. A property tax paying company that purchases 50 or more parking passes may do so at a 10% discount off of the Yearly Parking Pass rate
  - 2. A property tax paying company that purchases 150 or more parking passes in either the Oak Street or Southern Gateway Parking Garage may do so at a rate of \$35 per month.

The following conditions will apply for both Major Employer programs:

- a. Passes are paid for with one lump sum annual payment made on or before July 15 of each fiscal year and equal to the number of passes being purchased multiplied by the discounted rate; or in three installments based on the number of passes being purchased for the year multiplied by the discounted rate, with 50% of the total payment due on the first working day of July, 25% of the total payment due on the first working day of October, and the remaining portion of the payment due on the first working day of January.
  - b. After provision of the passes by the City to the company purchasing the passes, it is the purchaser's responsibility to issue the parking passes to employees and administers their utilization.
  - c. No credit will be provided by the city for unused or underutilized passes.
  - d. This program cannot be combined with or be utilized in addition to any other parking discount program offered by the city.
- E. Downtown Small Business Parking Fee Discount Program

Businesses with less than 50 employees and that are located within the area described in the last sentence of this section are eligible to receive two parking passes at the Special Rate for Downtown Residents. The passes may be used by the owners or employees of the business. Businesses that own or lease real estate and operate within the area beginning at the corner of Main and Bates Streets, southward to Adams Avenue, westward to Canal Street, northward to Cedar Street, westward to Lincoln Street, northward to Main Street and eastward to the point of beginning are eligible for this program.

This program cannot be combined with or be utilized in addition to any other parking discount program offered by the city.

## PARKING FEES

- F. Special Rate for Downtown Residents:
1. Residents of the Downtown are eligible for a reduced monthly parking rate at any City owned public parking facility. To be eligible, a resident must reside in the area as defined by the Downtown Master Plan.
  2. The special residential parking fee will be \$42.00 as of July 1, 2010. Any future increase will be set proportionately to the regular monthly parking rate.
  3. To qualify for the reduced residential parking rate, a resident must prove residency in the downtown area by submitting a copy of a driver's license, an automobile registration, or any other documentation which may prove residency.
- G. Structure and fees for specific parking lots:
1. **Empire Theater Lot:** Lot created by the demolition of building(s) and retrofitting of vacant properties occupying the space formerly known by parcel address 142 Main Street: Two hour parking from 7:00 am to midnight.
  2. **Canal Street Lot:** Lot created by the demolition of building(s) and retrofitting of vacant properties occupying the space formerly known by parcel addresses 60 Canal Street and 10 Ash Street: Parking spaces to be rented on a month by month basis. The fee will be \$69.00 per month with an initial fee of \$40.00 to pay for signage for that space.
  3. **Cedar & Lincoln Street Lot:** Lot created by the demolition of building(s) and retrofitting of vacant properties occupying the space formerly known by parcel address 198 Lincoln Street: Daily parking to be governed by permits in the spaces not articulated in the Traffic Schedule Chapter 8 as being designated for (2 hour meters) public parking.
  4. **Chestnut Street Lot:** Lot created by the demolition of buildings and retrofitting of vacant properties occupying the space formerly known by parcel address 113, 115, 121, & 131 Lincoln Street, and 8 & 12 Chestnut Street: Daily parking to be governed by permits except with the spaces articulated in the Traffic Schedule Chapter 26 as being designated for (1 hour) public parking.

## PARKING GARAGE POLICY AND RULES

1. **New cards:** If applicant enrolls on or before the 5th of the month, that month's parking fee will be prorated as needed and a non-refundable card fee of \$5.00 will be due at time of application, thereafter you will be billed monthly. Applications need to be forwarded to the Auditor's Office immediately so that the next month's bill can be processed as soon as possible. After the 5<sup>th</sup> of the month, the prorated amount for the current month, the full amount of next month's parking fee, and the non-refundable card fee of \$5.00, will be due upon application.
2. **Re-Activation:** Upon reactivation, all prior outstanding balances must be paid in addition to the current prorated portion and the following month as needed. No \$5.00 non-refundable card fee is required.
3. **Billing:** Invoices will be sent thirty days prior to the next month's parking due date. Payment is due on the 1st day of the month, for that month. There is a 5-day grace period after which the card will be deactivated.
4. **Non-Payment:** If a parking pass has been shut off after the 5-day grace period, the card will be re-activated upon payment of the outstanding balance (see above). There will be

## PARKING FEES

no proration between the time the card was deactivated and when your card is re-activated. The city will not be responsible for reimbursement of parking garage fees incurred while the card is deactivated.

5. Cancellation: A refund will only be issued if cancellation notification is received on or before the 10th of the month, at which point a \$6.00 administrative fee will be charged along with the parking for the days used that month. A check will be issued within two weeks. There are no cash refunds. After the 10th of the month, no refund will be issued.
6. Lost or Damaged Card: lost or damaged cards will be replaced at a cost of \$10.00 each.
7. Rules:
  - a. The City is not responsible for any damage or theft to your vehicle while your vehicle is parked in either the parking garage or space. Please notify the Lewiston Police Department of these issues if they arise.
  - b. The card you were issued contains a computer chip unique to that card. Each entry must be followed by an exit with no deviation allowed. Please use your card properly.
  - c. The parking garage is not to be used for storage of vehicles. Any vehicle which has remained parked for more than 7 days without moving is subject to being towed at owner's expenses, unless prior arrangements have been made with the garage management. Vehicles must be registered and have a valid inspection sticker.
  - d. If you forget your card, one free exit per month will be allowed. Any additional occasions will require payment of the applicable hourly charges.
  - e. Do not park in handicapped spaces without displaying a valid disabled hang tag. You will receive a two hundred dollar (\$200) ticket from the City Parking Division.
  - f. Motorcycles, RV' and/or trailers are not allowed in the garage.
  - g. Bicycles, skate boards, and roller skates are not to be used in the parking garage. If you must transport your bike to or from your vehicle, or the bike rack, please walk beside it.
  - h. Please be considerate of others.
  - i. Always park between lines, and pull completely into stall.
  - j. Vehicles posing a hazard, such as leaking gas, will be removed from the garage at Owner's expense.
  - k. Keep right at all times while vehicle is in motion.
  - l. Park smart – do not leave valuables in sight.
  - m. Please do not leave unattended pets in vehicles.
8. Use of Automobile Engine Block Heater: Parking garage customers who want to plug their personal automobile block heater into the garage's electrical system shall pay a monthly fee of \$25 per vehicle that is 800 watts or less, and \$40 for all other vehicles, not to exceed 1600 watts. There is a limited capacity for powering block heaters so this service is based on first come, first served. Chestnut Parking Garage has capacity for four (4) chargeable vehicles, and all other City Parking garages have a capacity for two (2) chargeable vehicles at each location.
  - The City shall be held harmless from any damage to their vehicles resulting from any power surges resulting from our electrical distribution system.
  - The City shall be held harmless if associated equipment is used to damage other vehicles or the electrical system in the garage.
  - 100% of the damage to other vehicles and/or the parking garage shall be the responsibility of the customer using the electrical service for the block heater.
  - The customer using the electrical service shall provide proof that such damages are covered under his/her comprehensive insurance.

# PARKING FEES

## ON-STREET PARKING FEES

Hourly parking meters be set at \$.50 per hour  
(Amended by City Council - 5/18/2004 Vote # 181-04)

## PENALTY FEES

(Fee Adjustments Effective 7/01/2014)

### *Interference with enforcement - Chapter 70, Traffic and Vehicles*

A penalty shall not be less than \$60.00 nor more than \$1,110.00. Note: This penalty is outlined in the City Code of Ordinances Chapter 70, Article I In General.

### *Parking violation payment schedule - Chapter 70, Traffic and Vehicles*

(1)	Parking exceeding time limit, unmetered area . . . . .	\$ 18.00
(2)	Parking exceeding time limit, metered area . . . . .	13.00
(3)	Parking too near corner or crosswalk . . . . .	26.00
(4)	Double parking . . . . .	26.00
(5)	Parking wrong side of street . . . . .	26.00
(6)	Parking obstructing driveway, sidewalk or crosswalk . . . . .	26.00
(7)	Parking in taxi stand, bus stop or loading zone . . . . .	26.00
(8)	Overnight parking . . . . .	26.00
(9)	Interfering with snow removal, sweeping, paving, repairs . . . . .	31.00
(10)	Parking December 1 to March 31, restricted area . . . . .	26.00
(11)	Parking within 15 feet of a fire hydrant . . . . .	37.00
(12)	Parking in prohibited zone or other prohibited place . . . . .	26.00
(13)	Parking in a zone reserved for the physically handicapped . . . . .	200.00
(14)	Emergency Parking Ban. . . . .	32.00

Note: These penalties are outlined in the City Code of Ordinances Chapter 70, Article IV Stopping, Standing and Parking. As referenced, these fees will double if not paid within 15 days. *(Exception: (13) Parking in a zone reserved for the physically handicapped is not to be doubled)*

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 17, 2015

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Resolve transferring the FY2014 \$75,000 authorization to construct the Universally Accessible Playground at Marcotte Park to the Riverfront Island Master Plan Phase II Project.

**INFORMATION:**

We recently received bids for the next phase of Riverfront Island improvements to Simard Payne Park (amphitheater and water access). Four bids were received with the low bid from J Pratt Construction for \$384,971.82. This exceeds the available funding of approximately \$330,000. Staff met with the designer and low bid contractor in effort to explore options for reducing the cost of the project (i.e. value engineering), and it became apparent that reductions to fall within available funding would result in significant changes to the scope, design, and quality of work being proposed.

The attached resolve would transfer \$75,000 previously authorized for the universally accessible playground at Marcotte Park to this project to assist in completing this phase of designed improvements in Simard Payne Park. To date, the playground project has been unable to receive the significant grants or contributions that would allow the project to move forward. This would increase available funding for the Simard Payne project to \$405,000.

Staff has continued to value engineer the project with contractor and has arrived at a number of modifications that will not compromise its quality or scope and which will produce savings of approximately \$40,000. We are confident that these adjustments will result in site and infrastructure improvements in the park that will remain of high value. Given this, we anticipate that the full \$405,000 will not be required for this Phase II project, allowing any balance remaining once it is concluded to be used toward future work in implementing the Riverfront Island Plan or to be reallocated toward other city capital needs.

Should the Council authorize the transfer, it is staff's intent to present a modified bid to the Finance Committee on March 23<sup>rd</sup> for their approval. Construction would then start this spring with a projected completion date of early July 2015.

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

The City Administrator recommends approval of the requested action.

*EA/BJ/kmm*

**REQUESTED ACTION:**

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To approve the Resolve transferring the FY2014 \$75,000 authorization to construct the Universally Accessible Playground at Marcotte Park to the Riverfront Island Master Plan Phase II Project.



## Finance Department

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



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

**FROM:** Heather Hunter, Finance Director

**SUBJECT:** **Project Budget Transfer Request**

**DATE:** March 11, 2015

The City Council approved the FY14 LCIP on June 4, 2013. One of the projects included in that funding order was \$75,000 for the partial construction costs of a proposed universally accessible playground at Marcotte Park. The funding for the playground design (\$50,000) was provided by through a Shane's Inspiration grant award. The grant also provided \$10,000 for playground equipment. With total construction costs estimated at \$538,565, the project stakeholders expected to fundraise the \$453,565 project balance. After applying for numerous grants and pursuing both public and private sponsorship, the group has only raised \$405 to date. More project information can be located on the City's website at <http://www.lewistonmaine.gov/index.aspx?nid=539>.

Given the uncertainty of the fundraising success, the bonds have not yet been sold for this project so there is no arbitrage urgency as we've had with prior bond authorization transfer requests. However, the amount still is factored into the City's debt service calculation as bonds authorized but unissued, so the Council would need to take some action on whether to reprogram the authorization to another project or rescind the authorization.

In lieu of rescinding the project authorization, I am recommending that we transfer those project funds to the Riverfront Island Master Plan Phase II discussed in the City Planner's memo included in this packet.

Should the universally accessible playground effort gain traction in the future, potential city funding for a portion of it could be revisited at that time.

I would be happy to address any questions or concerns you may have about this request.



## CITY OF LEWISTON

### Department of Planning & Code Enforcement



**TO:** City Council  
**FROM:** David Hediger, City Planner  
**DATE:** March 11, 2015  
**RE:** Simard Payne Park: funding amphitheater and water access improvements

As the Council may recall, the City has been in the process of designing enhancements to Simard Payne Park including site and landscape improvements comprising of an amphitheater, water access, and electrical infrastructure upgrades. The City advertised the bid for said improvements in January 2015. On February 17, 2015 four bids were received with the low bid going to J Pratt Construction for \$384,971.82.

Currently, the available funding for these improvements is approximately \$330,000. Staff worked with landscape architect Richardson Associates throughout the design process in effort to keep the project within this budget. Unfortunately, the bids received came in higher than anticipated. Staff met with the designer and low bid contractor in effort to explore options for reducing the cost of the project (i.e. value engineering) and it became apparent that reductions to fall within available funding would result in significant changes to the scope, design, and quality of work being proposed.

Rather than redesigning and rebidding the project, staff approached the Finance Department as to whether any additional funding was available. Finance suggested that \$75,000 for the partial construction costs of the universally accessible playground at Marcotte Park may be transferred to assist in completing this phase of designed improvements in Simard Payne Park upon City Council approval. This would increase total available funding for the project to \$405,000.

At the same time, staff has continued to value engineer the project with contractor and has arrived at a number of modifications that will not compromise the quality or scope of the project and which will produce project savings of approximately \$40,000. Staff is confident that these adjustments along with the transfer of funds will result in site and infrastructure improvements in the park that will remain of high value as originally called for. Given this, we anticipate that the full \$405,000 will not be required for this Phase II project, allowing any balance remaining once it is concluded to be used toward future work in implementing the Riverfront Island Plan or to be reallocated toward other city capital needs.

Should the Council authorize the transfer, it is staff's intent to present a modified bid to the Finance Committee on March 23<sup>rd</sup> for their approval. Construction would then start this spring with a projected completion date of early July 2015.

I plan to be available at the meeting for questions or concerns you may have about this request.



**City of Lewiston Maine  
City Council Order  
March 17, 2015**

**RESOLVE,** Transferring the FY2014 \$75,000 Authorization to Construct the Universally Accessible Playground at Marcotte Park to the Riverfront Island Master Plan Phase II Project.

**WHEREAS,** in the FY2014 LCIP, the City Council approved \$75,000 to partially fund the estimated \$538,565 construction cost for a universally accessible playground at Marcotte Park; and

**WHEREAS,** this project also included a \$60,000 Shane's Inspiration Grant to fund the playground design and a small amount of playground equipment; and

**WHEREAS,** a stakeholder group was charged to raise the balance of construction costs through other grants or fundraising that, to date, have not been secured; and

**WHEREAS,** the City has a strategic initiative to pursue phase two of the Riverfront Island Master Plan; and

**WHEREAS,** the cost of phase two of the Riverfront Island Master Plan exceeded budgetary funds available by approximately \$80,000;

**NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON** that the FY2014 \$75,000 authorization to construct the universally accessible playground at Marcotte Park is hereby transferred to the Riverfront Island Master Plan Phase II project and staff is instructed to value engineer the project to balance the project budget.

**LEWISTON CITY COUNCIL**  
**MEETING OF MARCH 17, 2015**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Order authorizing the sale of City property located at 36 River Road to Grimmel's Car Crushing, LLC.

**INFORMATION:**

The City owns a small triangular parcel of land at 36 River Road that appears to be a remainder parcel from when changes were made to the River Road right of way when the turnpike was constructed. Grimmel is looking to undertake some improvements to its adjacent property that include installing a culvert pipe across this parcel to discharge stormwater. When this plan was reviewed, the Planning Board suggested that the City convey this parcel to Grimmel to avoid the need to establish an easement.

The City's parcel is 1,530 square feet. Under our Zoning and Land Use Code, it is insufficient in size to allow any development. In addition, it appears that this property has been included in the adjacent property for tax purposes for many years.

We recommend that this parcel be transferred to Grimmel for \$1 and its agreement to draft the necessary legal description and quitclaim deed and to pay any City legal expenses up to \$300 associated with this transaction.

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

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the sale of City property located at 36 River Road to Grimmel's Car Crushing, LLC.



## COUNCIL ORDER

**Order,** Authorizing the Sale of City Property Located at 36 River Road to Grimmel's Car Crushing, LLC.

Whereas, the City owns a small triangular parcel of land at 36 River Road that appears to be a remainder parcel from when changes were made to the River Road right of way when the turnpike was constructed; and

Whereas, the City parcel is only 1,530 square feet and is insufficient in size to allow for any development; and

Whereas, Grimmel is looking to undertake improvements to its adjacent property that include installing a culvert pipe across this parcel to discharge stormwater; and

Whereas, when this plan was reviewed, the Planning Board suggested that the City convey this parcel to Grimmel to avoid the need to establish an easement; and

Whereas, it appears that this property has been included as a part of the adjacent Grimmel property for tax purposes for many years;

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

The City Administrator is hereby authorized to transfer this property to Grimmel's Car Crushing, LLC in return for \$1 dollar and the agreement by Grimmel to draft the necessary legal description and quitclaim deed and to pay any City incurred legal expenses of up to \$300 associated with this transaction.



City of Lewiston  
Planning & Code Enforcement  
Gil Arsenault, Director



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## MEMORANDUM

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

**From:** David Hediger

**Date:** March 12, 2015

**Subject:** Planning Board Action

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The Planning Board took the following action at their public meeting held on December 22, 2014 regarding the disposition of a portion 36 River Road owned by the City of Lewiston.

The following motion was made:

**MOTION:** by **Normand Anctil** to send a favorable recommendation for the City Council's consideration to dispose the City owned land identified in book 1567, page 178 as recorded at the Androscoggin Registry of Deeds to Grimmel's Car Crushing LLC, located at 36 River Road. Second by **Pauline Gudas**.

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

Note: The Planning Board's recommendation was provided the same evening Grimmel's was granted approval to add a 4,620 SF addition on the south end of the existing building located at 36 River Road. The Board included the condition that no building permits be issued and no site construction occur until the Grimmel's either secures an easement or ownership the land owned by the City for purposes of drainage improvements as approved by the Planning Board. The land in question involves a proposed stormwater pipe. The pipe crosses a small triangle of city property before discharging into a drainage swale within the River Road right-of-way. This small triangle of land was identified by the applicant's surveyor as being deeded to the city from when River Road was relocated in 1982. However, city tax maps show this triangle owned by Grimmel's. Being an undevelopable piece of land on its own and thought to have been owned by Grimmel's, the Board provided a favorable recommendation to dispose of the property.

c: Planning Board Members



# Stoneybrook Consultants, Inc.

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

February 10, 2015

Edward A. Barrett, City Administrator  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240-7201

Re: *Grimmel's Car Crushing, LLC*  
Land Purchase Request - 36 River Road

Dear Mr. Barrett:

Recently, while working with David Hediger and the Planning Board to secure approvals for a small building expansion at the *Grimmel's Car Crushing LLC*, (*Grimmel*) facilities located at 36 River Road, we discovered that the City of Lewiston owns a small triangular lot along the River Road frontage of this parcel. The parcel owned by the City is not shown on the City Tax Map. The *Grimmel* parcel is shown on Tax Map 179 as Lot 34. Apparently, the City parcel was left over after changes were made to the River Road right of way when the Turnpike was constructed.

I have attached a copy of the survey plan prepared for the *Grimmel* project. As you can see, the City parcel has about 141' of frontage along River Road and about 132' along the *Grimmel* property. There is about 24' along the Maine Turnpike Authority right of way. This parcel contains about 1,530 square feet. As additional information, I have attached a copy of the Tax Map Graphic we used for this project and a copy of the River Road Right of Way map where we have shown this parcel in green highlight.

The *Grimmel* project proposed to install a culvert pipe across this parcel to discharge stormwater to the ditch along River Road. During the Planning Board meeting, the Planning Board actually voted to recommend that this parcel be conveyed to *Grimmel* so we could avoid the need to secure an easement to cross

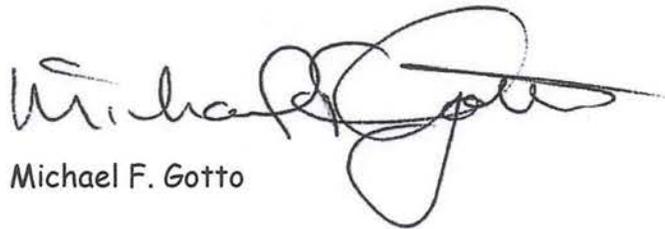
February 10, 2015  
Edward A. Barrett  
RE: Grimmel's Car Crushing, LLC  
Page 2

this lot with our pipe system and, given the size of the lot, it is not useful to anyone else. After discussion with David Hediger, I would respectfully request that the City convey this lot to Grimmel for \$1. We are prepared to draft a legal description for the parcel and have our attorney prepare a quitclaim deed for the conveyance. We are also prepared to pay up to \$300 for your attorney to review that deed before closing and we will pay all costs associated with recording the deed.

I understand that this sale of City-owned real estate will require City Council review and approval. Please consider this letter as a formal request to start that process with the hope they will agree with the proposed conveyance of this small parcel. Please let me know if you have any questions or need additional information to process this request.

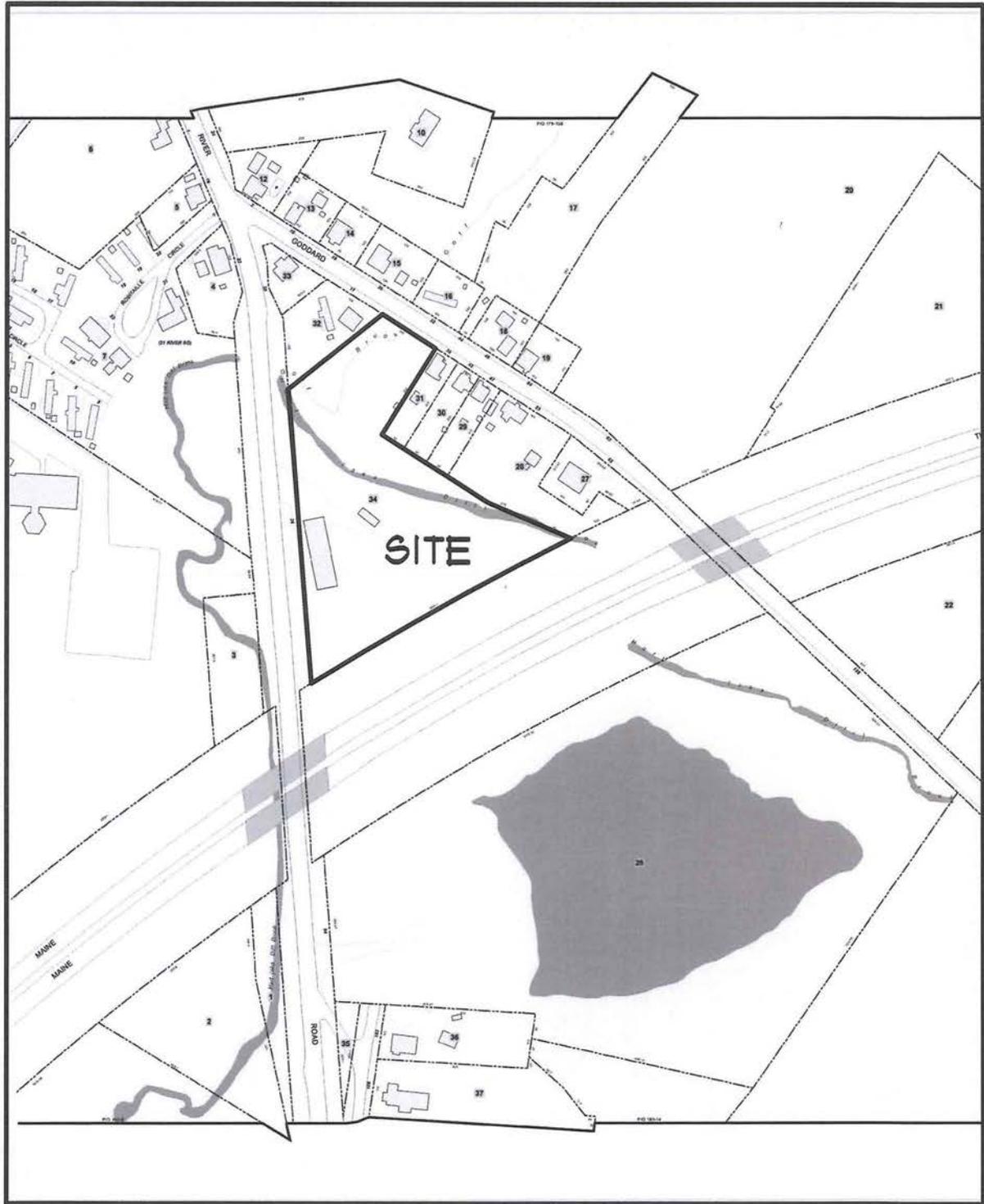
Respectfully Yours

STONEBROOK CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Michael F. Gotto", with a large, stylized flourish at the end.

Michael F. Gotto

cc: Gary Grimmel  
David Hediger



## TAX MAP

36 RIVER ROAD, LEWISTON  
OWNER: GRIMMEL'S CAR CRUSHING, LLC  
SCALE: 1" = 300'±  
DATE OF GRAPHIC: SEPTEMBER 4, 2014  
SOURCE: CITY OF LEWISTON TAX MAP 179  
PUBLICATION DATE: APRIL 1, 2014

Stoneybrook  
Consultants, Inc.

10-9-87 at 1:30 pm 85-33-29-5v

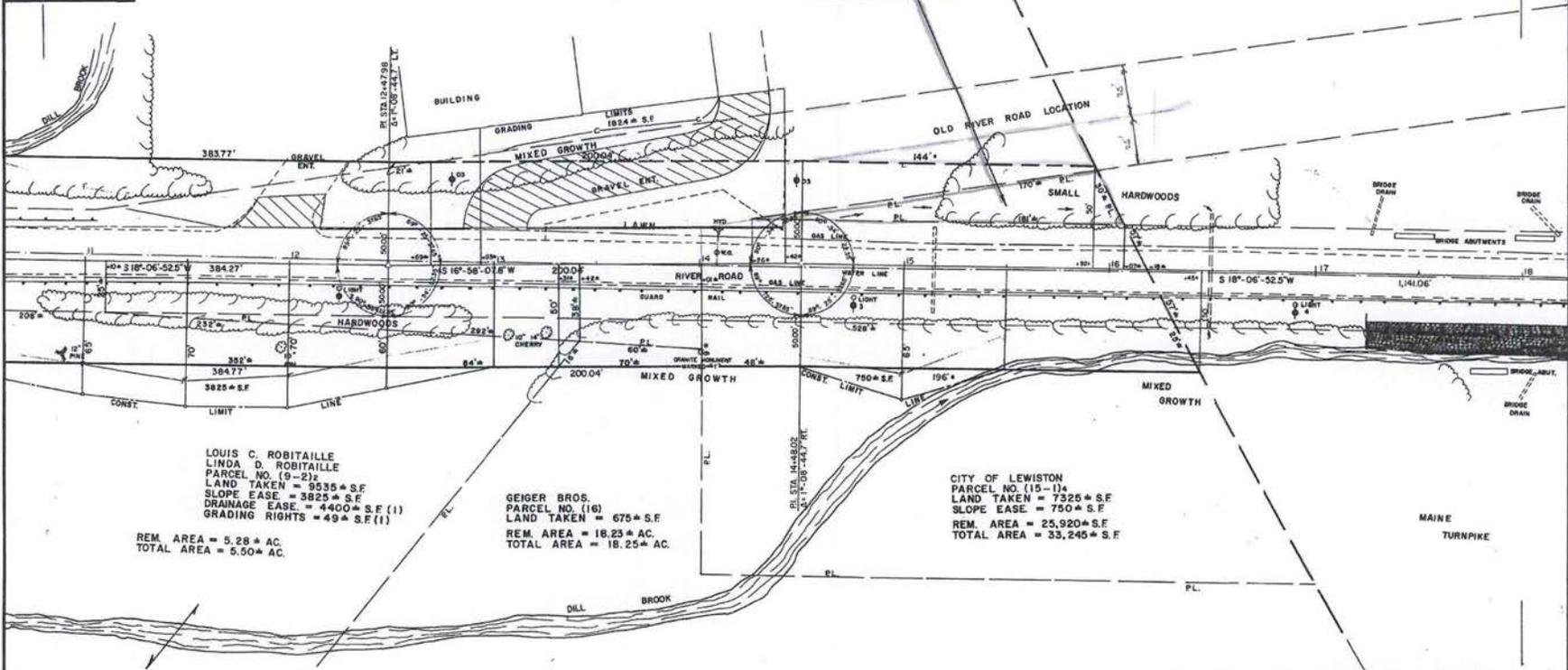
SYMBOLS	
4" P (IRON PIPE OR PIN)	BASE LINE
DRIVE/POD TANK (OR RESERVOIR)	TOPOGRAPHY
WELL	OSPRING
WATER LINE OF MAIN	ADJACENT R/W L.O.N.
SEWER LINE	CELLAR DRAIN
UNDERGROUND WIRE TO CABLE	LIMITS OF HWT. SLOPE ELEMENT
LIMITS OF HWT. SLOPE ELEMENT	PROPERTY LINE
EXISTING RIGHT OF WAY	

ITEM	FIGURED	PLOTTED	CHECKED	REVISIONS	BY
BASE LINE			J.H.P.		
TOPOGRAPHY			K.S.C.		
R/W LINES			M.E.R.		
ADJACENT R/W L.O.N.			J.H.P.		

NO.	DATE	DESCRIPTION	BY

REAL O. FOURNIER  
 PARCEL NO. (14)  
 LAND TAKEN = 4375 \* S.F.  
 GRADING RIGHTS = 1824 \* S.F. (1)  
 REM. AREA = 4.47 \* AC.  
 TOTAL AREA = 4.57 \* AC.

CITY OF LEWISTON  
 PARCEL NO. (15-21)  
 LAND TAKEN = 2445 \* S.F.  
 (ENTIRE LOT)



ALL WORK DONE BY CONTRACTOR AT HIS OWN RISK AND UNDER HIS OWN SUPERVISION. NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY SHALL BE ASSUMED BY THE ENGINEER OR THE STATE OF MAINE.

NO.	GRANTOR	INSTANTANT	DATE	BOOK	PAGE

EXISTING R/W  
 RIVER ROAD ANDROSCOGGIN CO. VOL. 6 PG. 273  
 MAIN TURNPIKE TO CITY 8/19/82 BK 1599 PG 178  
 MAINE TURNPIKE - PLAN DATED 5/19/54



CONTROL MONUMENTS		TRAV. CONTROL POINTS	
WESTER	EAST	100 FEET	50 FEET

STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY MAP  
 RIVER ROAD  
 LEWISTON ANDROSCOGGIN COUNTY  
 FEDERAL AID PROJECT NO. M-0008(4) PART I & PART II

APPROVED:  
 DATE: JANUARY 1986  
 SCALE: 1 INCH = 25 FEET  
 SHEET NO. 3 OF 6 SHEETS  
 D.O.T. FILE NO. 1-178

DANA F. CONNORS  
 COMMISSIONER

RICHARD A. COLEMAN  
 CHIEF ENGINEER

PJM 001912.00



**LEWISTON CITY COUNCIL**  
**MEETING OF MARCH 17, 2015**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Order authorizing the City Administrator to execute an Assignment and Assumption of Contract and Easement for 191 Lisbon Street.

**INFORMATION:**

On April 6, 1987, the City entered into a contract with and granted an easement to Normand J. Ancil permitting Mr. Ancil to connect his 191 Lisbon Street building to the Centreville Parking Garage via a second floor level walkway spanning Lisbon Street Alley. The 1987 Contract states that Mr. Ancil shall not assign his rights with respect to the walkway over the alley and its connection to the Centreville Parking garage without the written consent of the City. Mr. Ancil is planning to sell his 191 Lisbon Street property including the walkway to the garage and has requested that the City grant approval for him to assign his rights as per the contract and easement.

The necessary document has been prepared by the City Attorney at Mr. Ancil's expense and is attached, along with the 1987 agreement. We recommend your approval.

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

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute an Assignment and Assumption of Contract and Easement for 191 Lisbon Street.



## COUNCIL ORDER

**Order,** Authorizing the City Administrator to Execute an Assignment and Assumption of Contract and Easement – 191 Lisbon Street.

Whereas, On April 6, 1987, the City entered into a contract with and granted an easement to Normand J. Anctil permitting Mr. Anctil to connect his 191 Lisbon Street building to the Centreville Parking Garage via a second floor level walkway spanning Lisbon Street Alley; and

Whereas, the 1987 Contract states that Mr. Anctil shall not assign his rights with respect to the walkway over the alley and its connection to the Centreville Parking garage without the written consent of the City; and

Whereas, Mr. Anctil is planning to sell his 191 Lisbon Street property including the walkway to the garage and has requested that the City grant approval for him to assign his rights as per the contract and easement;

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

The City Administrator is hereby authorized to Execute an Assignment and Assumption of Contract and Easement, in a form substantially as attached, relating to the second floor level walkway over Lisbon Street alley connecting the property at 191 Lisbon Street to the Centreville Parking Garage

# MEMORANDUM

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

FR: Gildace J. Arsenault, Director of Planning and Code Enforcement

RE: 191 Lisbon - Assignment and Assumption of Contract and Easement

DT: March 11, 2015

On April 6, 1987, the City entered into a contract with and granted an easement to Normand J. Anctil. The City permitted Mr. Anctil to connect his 191 Lisbon Street building to the Centreville Parking Garage via a second floor level walkway spanning Lisbon Street Alley. The term of the contract and easement is 99 years. I have provided you with a copy of these documents for your information, and I should point out that Mr. Anctil did not record these documents at the Androscoggin County Registry of Deeds until January 22, 2015.

The 1987 Contract states that Mr. Anctil shall not assign his rights with respect to the walkway over the alley and its connection to the Centreville Parking garage without the written consent of the City. Mr. Anctil is planning to sell his 191 Lisbon Street property including the walkway to the garage; therefore, he has requested that the City grant approval for him to assign his rights as per the contract and easement.

The City Attorney has prepared an assignment and assumption of contract and easement at the expense of Mr. Anctil. Staff respectfully requests that you authorize the City Administrator to execute said document on behalf of the City.

Mr. Anctil and I plan to attend your meeting of March 17<sup>th</sup> to answer any questions that you may have.

Thank you.

## ASSIGNMENT AND ASSUMPTION OF CONTRACT AND EASEMENT

This ASSIGNMENT AND ASSUMPTION OF CONTRACT AND EASEMENT (this "Instrument") is made \_\_\_\_\_, 2015 by and between NORMAND J. ANCTIL, an individual with a mailing address of \_\_\_\_\_, Maine \_\_\_\_ ("Assignor"); \_\_\_\_\_, with a mailing address of \_\_\_\_\_ ("Assignee"); and the CITY OF LEWISTON, a Maine municipal corporation with its place of business at 27 Pine Street, Lewiston, Maine 04240, which joins in this Instrument for the purpose of providing its written consent (the "City").

WHEREAS, the Assignor owns a building located at 191 Lisbon Street in the City of Lewiston (the "Building"); and

WHEREAS, the Assignor and the City are parties to a certain Contract and Easement dated April 6, 1987, and recorded in the Androscoggin County Registry of Deeds at Book 9074, Page 53 (collectively, the "Agreement"), pursuant to which the City leased to the Assignor, the air space over the Canal Street Alley, and further granted the Assignor an easement, both of which were necessary to connect the Building to a City-owned parking garage in the manner more fully described in the Agreement; and

WHEREAS, the Assignor desires to convey the Building to the Assignee and the Assignee desires to succeed to the rights and obligations of the Assignor under the Agreement; and

WHEREAS the prior written consent of the City is required in order for the Assignor to convey its rights under the Agreement; and

WHEREAS, Assignor has agreed to assign to Assignee and Assignee has agreed to assume from Assignor, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, all of Assignor's rights, interests, and obligations as set forth in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all of Assignor's rights under the Agreement.

2. Assumption. Assignee hereby assumes and agrees to undertake, assume, perform and pay all of the Assignor's obligations under the Agreement.

3. Consent of the City. The City hereby consents to the assignment of the Assignor's rights under the Agreement. The City's consent is limited to the assignment to Assignee, and shall remain conditioned upon the Assignee's assumption of the obligations under the Agreement.

4. No Third Party Beneficiaries. The City's consent to this Instrument is personal to the Assignor and Assignee. No provision of this Assignment is intended to, or shall, confer any

third party beneficiary or other rights or remedies upon any person or entity other than the parties to this Instrument.

5. Amendments. This Instrument may not be modified or amended except by an instrument in writing duly executed by the parties. No consent, amendment or waiver of the parties' rights under this Instrument or the Agreement shall be effective unless the consent, waiver, or amendment is in writing and signed by the parties. In that event, the consent, amendment or waiver shall be effective only in the specific instance and for the specific purpose given.

6. Counterparts. This Instrument may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Instrument.

The parties have executed and delivered this Instrument as of the date first above written.

ASSIGNOR:

ASSIGNEE:

\_\_\_\_\_  
NORMAND J. ANCTIL

\_\_\_\_\_  
Print name: \_\_\_\_\_

CITY OF LEWISTON:

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

STATE OF MAINE  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2015

Personally appeared the above-named Normand J. Anctil and acknowledged the foregoing instrument to be his free act and deed.

Before me,

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

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

CONTRACT

This Contract is made and entered into as of April 6, 1987, by and between the CITY OF LEWISTON (hereinafter referred to as the "City"), a municipal corporation located in Lewiston, County of Androscoggin and State of Maine, and NORMAND J. ANCTIL, of Lewiston (hereinafter referred to as the "Developer"). In consideration of the mutual promises and covenants contained in this Contract, the City and the Developer agree as follows:

1. The City hereby leases for a term of ninety-nine (99) years to the Developer the air space over the Canal Street Alley, only for the purpose of attaching to the building, known as the municipal parking garage, situated on Canal Street in Lewiston, Maine, and which is more particularly described in a certain deed which is recorded in Book 1429, at Page 87, of the Androscoggin County Registry of Deeds (hereinafter referred to as the "municipal parking garage"), a walkway with at least a five (5) foot wide interior passageway leading from the parking garage to the rear of the building at 191 Lisbon Street, Lewiston, Maine, such walkway, when completed, to have at least twelve (12) feet and two (2) inches clearance between the finished surface of the Canal Street Alley and the bottom finished portion of the walkway. Additionally, the clearance between the deck of the municipal parking garage and the concrete support beam of the walkway must be a minimum of six (6) feet, five (5) and one-half ( $\frac{1}{2}$ ) inches. The Developer shall also place a warning of low clearance on the concrete support beam of the parking garage to be visible to pedestrians crossing the walkway from 191 Lisbon Street to the parking garage. The construction of the walkway must meet all applicable City and State regulations.

2. The City hereby grants an easement on and into the municipal parking garage, which easement is attached hereto as Exhibit "A" and incorporated by reference herein.

3. This contract shall be subject to the following conditions:

- a. The leasing of the air rights over the Canal Street walkway is subject to the requirements of 30 M.R.S.A. Sections 4991-95, the provisions of which are incorporated herein by reference.
- b. The Developer agrees, in the event that the tax provision in 30 M.R.S.A. Section 4993 is determined by a court of competent jurisdiction to be inapplicable, to pay annually to the City a sum of money in lieu of such taxes which would otherwise be assessed thereon in such year.
- c. Pursuant to 30 M.R.S.A. Section 4994, the Developer shall file with the City a statement under oath containing the names and addresses of all persons having a financial interest in this contract.
- d. The Grantor reserves the right to terminate said contract in the event that the City decides to sell, convey, lease, disassemble, or otherwise alter the status of the parking garage by act of its governing body.

4. The Developer agrees to perform all reasonable required maintenance and repairs of the walkway. If the Developer fails to perform or to begin the performance of the said maintenance and repairs within forty-eight (48) hours of the time that the Developer has notice (either actual or constructive) of the need of such maintenance or repairs, the City may at its option, after providing reasonable notice to the Developer in writing, perform the maintenance and repairs and the Developer shall thereupon reimburse the City for the total cost of such maintenance or repairs, together with interest at the highest rate permitted by law.

5. The Developer agrees to indemnify the City and save it harmless from and against any and all claims, actions, damages, liabilities and expenses occasioned wholly or in part by any act or omission of the Developer, its agents, contractors, employees, servants, business invitees or guests.

6. The Developer agrees to indemnify the City and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, and/or damage to property arising from or out of any repairs or maintenance performed in, upon, at, or about the walkway.

7. In the case the City shall, without fault on its part, be a party to litigation commenced by or against the Developer, even if commenced by the City, then Developer shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the City arising out of such litigation.

8. The Developer agrees to obtain and keep in force at all times during the term of this Contract a comprehensive general liability insurance policy with minimum coverage limits of at least One Million (\$1,000,000.00) Dollars, insuring Developer against all loss or damage from and against which the Developer has agreed to indemnify the City and hold the City harmless pursuant to this Contract. The Developer will deliver a copy of the insurance policy to the City Administrator, will pay the premiums accruing respecting the policy on or before the applicable due date and will provide proof of payment to the City Administrator. If the Developer has not provided such proof within ten (10) days after any due date, the City may pay any such unpaid premium and shall be reimbursed by the Developer with interest at the highest rate permitted by law.

9. This Agreement, dated April 6, 1987, Easements and Contracts attached hereto, represents the entire agreement of the parties hereto and supercedes all prior negotiations, representations or agreements, written or oral, all of which are deemed merged herein. This Agreement may not be amended except by writing signed by the City and the Developer. Further, Developer shall not ~~X~~ assign its rights hereunder without the prior written consent of this City. This lease may be terminated by the City if the conditions set forth herein are not met.

Dated at Lewiston, Maine, this 6<sup>th</sup> Day of April 1987.

CITY OF LEWISTON

Mark Adams  
Witness

BY:

Lucien B. Gosselin  
Lucien B. Gosselin  
City Administrator

SEAL

NORMAND J. ANCTIL

Mark Adams  
Witness

Normand J. Anctil

This easement is hereby assigned to Normand J. Anctil and shall not be reassigned without prior written consent of the Grantor. The Grantor retains the right to use said walkway to insure and preserve public safety.

Dated at Lewiston, Maine, this 6<sup>th</sup> day of April 1987.

CITY OF LEWISTON

Mark A. Adams  
Witness

BY: Lucien B. Gosselin  
Lucien B. Gosselin  
City Administrator



NORMAND J. ANCTIL

Mark A. Adams  
Witness

BY: Normand J. Anctil  
Normand J. Anctil

STATE OF MAINE

County of Androscoggin, ss.

April 6, 1987

Then personally appeared the above-named Lucien B. Gosselin and acknowledged the foregoing instrument to be his free act and deed.

Before me, Dorothy A. Perham  
Notary Public

Dorothy A. Perham

MY COMMISSION EXPIRES  
MAY 29, 1988

SEAL

STATE OF MAINE

County of Androscoggin, ss.

April 6, 1987

Then personally appeared the above-named Normand J. Anctil and acknowledged the foregoing instrument to be his free act and deed.

Before me, Dorothy A. Perham  
Notary Public

Dorothy A. Perham

MY COMMISSION EXPIRES  
MAY 29, 1988

SEAL

STATE OF MAINE

County of Androscoggin, ss.

April 6, 1987

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Before me, Dorothy A. Pesham  
Notary Public

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MAY 29, 1988

SEAL

STATE OF MAINE

County of Androscoggin, ss.

April 6, 1987

Then personally appeared the above-named Normand J. Anctil and acknowledged the foregoing instrument to be his free act and deed.

Before me, Dorothy A. Pesham  
Notary Public

MY COMMISSION EXPIRES  
MAY 29, 1988

SEAL

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF LEWISTON (hereinafter referred to as the "Grantor") for and in consideration of One (\$1.00) Dollar and other valuable consideration paid by NORMAND J. ANCTIL, of Lewiston, (hereinafter referred to as the "Grantee"), receipt of which is hereby acknowledged, all as more fully set forth in the Contract between the Grantee and the Grantor, a copy of which is attached hereto and incorporated herein by reference, does hereby give, grant, bargain, sell and convey to the said Grantee and his heirs and assigns, in perpetuity, an easement in, to, and upon any portion of the easterly side of the so-called municipal parking garage on Canal Street, for the purpose of permitting the Grantee to construct and attach a walkway, which shall have an interior width of at least five (5) feet, over the Canal Street Alley from the municipal parking garage to the premises at 191 Lisbon Street, Lewiston, Maine, and as more fully set forth in the Contract between the parties, the provisions of which are incorporated herein by reference.

It is distinctly agreed and understood that the easement thus granted is not an exclusive easement but is subject to the continuing right on the part of the Grantor, herein and its employees, agents, and assigns, to continue to use the municipal parking garage and Canal Street walkway without interfering with the rights granted to the Grantees herein. In addition, the public's rights of access to the Canal Street Alley and the municipal parking garage are also preserved.

The Grantor reserves the right to terminate said easement in the event that the City decides to sell, convey, lease, disassemble, or otherwise alter the status of the parking garage by act of its governing body.

**LEWISTON CITY COUNCIL**  
**MEETING OF MARCH 17, 2015**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

Executive Session pursuant to MRSA Title 1, section 405 (6) (c) to discuss an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

**INFORMATION:**

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

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

State statutes define the purposes for entering into an executive session.

*EAB/kmm*

**REQUESTED ACTION:**

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