

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
AUGUST 11, 2015**

6:00 p.m. Workshop

- A. Review of Parade Route and Related Road Closures for Shriners' Parade on Saturday, September 19th - 15 minutes
- B. Pay As You Throw Update - 30 minutes
- ES. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City. - 15 minutes

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

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 1.

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. Authorization for the City Clerk to cast the City's ballot for the Maine Municipal Association's Executive Committee and Vice-President.
- * 2. Resolve Accepting a TD Tree Days Grant from TD Bank in the amount of \$15,806.70.

REGULAR BUSINESS:

- 3. Public Hearing on new Liquor License and a Special Amusement Permit for Live Entertainment for Michelle's Banquet Hall, 711 Webster Street.
- 4. Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for Carriage House Plus, 1119 Lisbon Street.
- 5. Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for Sparetime Recreation, 24 Mollison Way.
- 6. Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for Baxter Brewing Co., 130 Mill Street.
- 7. Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for She Doesn't Like Guthries, 115 Middle Street.
- 8. Public Hearing & Final Passage for Land Use Amendments regarding child care facility standards and parking.
- 9. Order - Approving the City's purchase of 2 and 26 Oxford Street, Lewiston and authorizing the City Administration to execute the Purchase and Sale Agreement and other documents necessary to effect the transaction.

10. Resolve - Authorizing the Transfer of \$724,939 of Surplus Utility Bond proceeds.
11. Order taking possession of Tax Acquired Property at 112 Holland Street.
12. Order - Authorizing the City Administrator to enter into a Master Lease Agreement with Portland Cellular Partnership, a Maine General Partnership d/b/a Verizon Wireless, for Installation, Maintenance and Operation of Communications Equipment in and/or upon some of the City's buildings and other facilities.
13. Order - Authorizing the Mayor to Execute Amendment Number Four to the Employment Agreement between the City of Lewiston and Edward A. Barrett.
14. Reports and Updates
15. Any other City Business Councilors or others may have relating to Lewiston City Government.
16. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
17. 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.
18. Executive Session to discuss labor union negotiations regarding the city's six employee unions.

LEWISTON CITY COUNCIL
WORKSHOP AGENDA
TUESDAY, August 11, 2015
6:00 P.M.
CITY COUNCIL CHAMBERS, LEWISTON CITY HALL

1. Review of Parade Route and Road Closures for Shriners' Parade on Saturday, September 19th – 15 minutes.

Staff has been working with representatives of the Shriners to design a parade route for their September event. Deputy Administrator Nadeau will review the selected route and outline the anticipated road closures associated with it to bring the Council up to date and to begin to provide the public with this information.

2. Pay As You Throw Update – 30 minutes.

Following Council direction and approval of the funding for the Public Education and Community Engagement phase of the PAYT program at the July 14, 2015 meeting, City staff finalized the agreement with WasteZero and brought it forward to the Finance Committee recommending award. At the Finance Committee meeting on August 4th, the two City Council representatives on the Finance Committee expressed concerns, and the Committee voted to table the action on the contract/agreement until the full City Council was made aware of them. Please see the attached memo for further information.

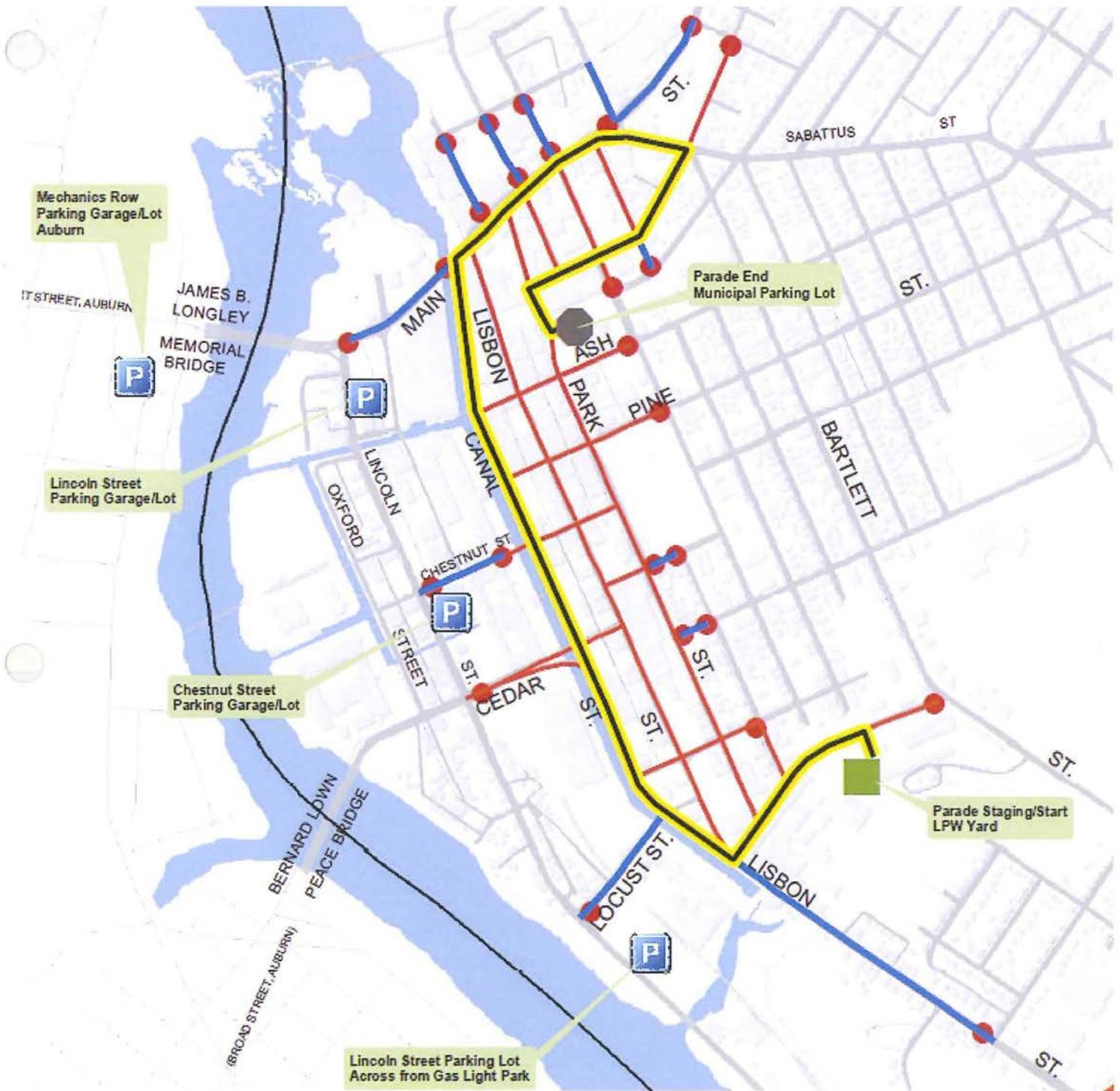
3. Executive Session – Real Estate Matter (Time allowing – 15 minutes)

IMMEDIATELY FOLLOWING THE REGULAR MEETING

1. Executive Session – Real Estate Matter
2. Executive Session – Economic Development Project
3. Executive Session – Labor Negotiations -- All Units

SHRINERS PARADE

A



-  Public Parking
-  Parade Staging/Start Public Works Yard Adams Ave
-  Parade End - Municipal Parking Lot Park Street
-  Detour/ Downtown / Road Closure Ahead Signage
-  Barricade
-  Parade Route - Start Time 2 PM - End Time 3:30-4 PM
No Parking Beginning 8 AM - Open to traffic 4 PM
-  No Parking beginning 8 AM - Road Closed to Traffic 1 PM
Open at 4 PM
-  Local Traffic Only 8 AM to 4 PM



Department of Public Works

David A. Jones, P.E.

Director



August 5, 2015

Re: Pay-As-You-Throw Agreement with WasteZero

Mayor and Members of the City Council,

Following your direction and approval of the funding for the Public Education and Community Engagement phase of the PAYT program at your July 14, 2015 meeting, City staff finalized the agreement with WasteZero and brought it forward to the Finance Committee recommending award.

At the Finance Committee meeting on August 4th, the two City Council representatives on the Finance Committee expressed concerns, and the Committee voted to table the action on the contract/agreement until the full City Council was made aware of their concerns. The following is a summary of the concerns, along with interim responses from City staff.

1. The Councilors were concerned the Council had not seen the final agreement.
Response: The Councilors were correct and we have included a copy of the final agreement in the Council package including all exhibits that were not available to the Finance Committee.
2. The Councilors were concerned three (3) exhibits identified in the final agreement were not available.
Response: See 1. above.
3. One Councilor indicated a concern that paragraph 9. Sales Tax. States: *"Municipality acknowledges and agrees that WasteZero is not liable to collect or remit sales or use tax for or on behalf of Municipality for the Supplies or Services provided to Municipality herein."*
Response: This issue has no impact on the contract during the Public Education and Communication phase authorized by the Council. It would have an impact if/when the Council decides to implement the PAYT program. We checked with other municipalities in Maine and the Maine Revenue Services (MRS) has agreed municipalities may pay the sales tax on only the cost of the bags themselves (see MRS letter to town of Sanford attached). This sales tax would not be paid at the point of sale to consumers purchasing the bags, but would be paid directly by the City.
4. The Councilors were concerned Exhibit A Section 1. Scope of Services identified only four (4) Public Meetings.
Response: This Exhibit and section of the agreement is the Scope of Services for the Public Education and Communication Services phase of the agreement, which the Council authorized staff to proceed with. It identifies five specific items in the Scope including:
 - Key messages to be used by City Leaders as talking points to consistently communicate with members of the community;
 - Educational website to be developed and maintained by WasteZero to help communication;
 - Stakeholder briefings with face-to-face meetings with the mayor, all City Councilors and five additional members of City staff and face-to-face meetings with leaders of up to five (5) community groups or community leaders. We anticipate these groups might include the Landlords association, Chamber of Commerce and other Community groups expressing interest;

- Media briefings and support including three (3) face-to-face meetings with local media outlets and ongoing outreach during the process; and
 - Four (4) Public meetings including a presentation about PAYT in Lewiston and question/answer periods.
5. One Councilor was concerned that Exhibit D Services Section 10. Launch Announcement states: "Municipality must pay the costs of printing and mailing the launch announcement." The Councilor also indicating at least 1-2 direct mailings to every property receiving a tax bill would be needed.
- Response: Exhibit D and the launch announcement are not part of the Public Education and Communication phase the council authorized staff to proceed with. It is part of the actual implementation period if and when the Council decides they want to proceed. We did not include any funding or RFP requirements for the consultant to support direct mailings as part of the contract.

We hope this gives you the information you need to provide guidance to City staff and the Finance Committee on how you wish them to proceed. We will move forward as you wish and will be available at the meeting to respond to any questions or concerns you may have.

David A. Jones, P.E.
Director of Public Works
City of Lewiston



JOHN ELIAS BALDACCI
GOVERNOR

STATE OF MAINE
MAINE REVENUE SERVICES
24 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0024

ADMINISTRATIVE & FINANCIAL SERVICES

RYAN LOW
COMMISSIONER

MAINE REVENUE SERVICES

JEROME D. GERARD
ACTING EXECUTIVE DIRECTOR

June 29, 2010

Charles J. Anderson
Town of Sanford
Department of Public Works
156 School Street
Sanford, ME 04073

Re: Request for Determination for Use Tax on "Pay as You Throw" trash bags

Dear Mr. Anderson:

Thank you for your letter of June 11, 2010 regarding the remittance of use tax on trash bags as part of a pay-as-you-throw trash disposal system.

In lieu of retailers collecting tax at the point of sale and in recognition that the primary value in the sale of the trash bags is the service of trash removal, Maine Revenue Services will agree to allow Sanford to pay sales tax to its supplier on the bags when they make their bulk purchases. If the supplier is not required to collect Maine sales tax, the Town should remit its use tax on the applicable months use tax return. I've enclosed an application for a use tax number.

If this arrangement is acceptable to Sanford, this letter can be provided to retailers participating in the program. It is intended to constitute an official confirmation that the waste disposal bags referenced in this letter be sold as though they are a non-taxable item.

Please feel free to contact me should you need any additional information.

Sincerely,

Peter B. Beaulieu, Director
Sales, Fuel and Special Tax Division



SECTION 1 — TAXPAYER INFORMATION

1. BUSINESS INFORMATION

Owner Name _____
 Social Security Number _____
 Primary Mailing Address _____

E-mail address _____
 Business Trade Name (if any) _____
 Business Phone Number _____
 Street Address of Business Location (Physical Location) _____

2. BUSINESS DESCRIPTION/PRINCIPAL ACTIVITY (for example: wholesale, retail, contractor, etc.): _____

3. DO YOU OWN OTHER BUSINESSES? Yes No

(If you do not own other businesses, skip to #4)

Other Business Name _____
 Fed. Employer's ID No. (EIN) _____
 Address _____

Other Business Name _____
 Federal Employer's ID No. (EIN) _____
 Address _____

4. BUSINESS OWNERSHIP INFORMATION

Business Ownership Date: _____

If this is a new start-up, check here and go to #5:

How did you get the business? Purchase Foreclosure Sale
 Merger Bankruptcy Sale

Did you get all of the previous owners business or assets? Yes No
 Did the previous owner retain a portion of the old business? Yes No

Other (describe) _____

Previous Business Name _____
 Previous Business Address _____

Did the previous owner do business in Maine? Yes No Did the previous owner have employees in Maine? Yes No

Previous Owner's: Federal EIN/SSN _____ Sales Tax Registration No. _____
 UC Employer Account No. _____ Service Provider Tax Registration No. _____

SECTION 5 — SALES AND USE TAX

5. BUSINESS TRADE NAME: _____

6. Select only one registration. SALES & USE TAX REGISTRATION OR USE TAX REGISTRATION ONLY:

7. REGISTRATION DATE FOR SALES/USE TAX: ___/___/___ (This is the date you began selling goods or making rentals, providing services, performing oil changes or making purchases subject to sales tax, use tax or recycling assistance fees.)

8. DESCRIBE THE TYPES OF GOODS SOLD, RENTALS MADE, SERVICES PROVIDED AND/OR TAXABLE PURCHASES MADE: _____

9. WILL YOU BE ENGAGED IN ANY OF THESE ACTIVITIES: SELLING - PREPARED FOODS, TIRES, LEAD ACID BATTERIES OR FUEL/ ELECTRICITY TO A MANUFACTURER; RENTAL OF LIVING SPACE AT A CONDOMINIUM,* VACATION HOME,* COTTAGE,* HOTEL, MOTEL OR ROOMING HOUSE; OR RENTAL OF AUTOMOBILES? Yes No
 *more than 14 days per calendar year

10. FILING FREQUENCY: Choose the filing frequency that applies to your estimated sales tax liability. Make entries ONLY in the section that applies to you.

NONSEASONAL BUSINESS OR SEASONAL BUSINESS
 (If your business will be open all year, use this section.) (If your business will be open for only part of the year, check the months that apply.)

Filing Frequency	Estimated Tax Liability is
<input type="checkbox"/> Monthly	\$600.00 or more per month
<input type="checkbox"/> Quarterly	\$100.00-\$599.99 per month
<input type="checkbox"/> Semi-Annually	\$0.00-\$99.99 per month
<input type="checkbox"/> Annually	Less than \$50.00 per year

<input type="checkbox"/> January	<input type="checkbox"/> May	<input type="checkbox"/> September
<input type="checkbox"/> February	<input type="checkbox"/> June	<input type="checkbox"/> October
<input type="checkbox"/> March	<input type="checkbox"/> July	<input type="checkbox"/> November
<input type="checkbox"/> April	<input type="checkbox"/> August	<input type="checkbox"/> December

11. WHAT DO YOU ESTIMATE THAT YOUR ANNUAL GROSS SALES WILL BE? \$ _____
 (Your application cannot be processed if this question is not completed.)

12. CONSOLIDATED REPORTING INFORMATION: You must have two or more business locations with the same owner and federal EIN or SSN.

I request to file consolidated sales/use tax returns.
 If you are currently filing consolidated and are adding a location, what is your current consolidated number? _____

13. SALES/USE TAX ACCOUNT ADDRESS FOR RETURNS AND NOTICES: Check if same as primary address:

Address: _____ Email Address: _____
 _____ Attention: _____
 _____ Telephone: _____

I certify that the information contained in each section of this application is true, correct and complete to the best of my knowledge and belief. This application must be signed by an owner or personal representative.

 SIGNATURE TITLE DATE TELEPHONE NUMBER

PLEASE PRINT OR TYPE YOUR NAME

SPECIFIC INSTRUCTIONS

SECTION 1 – TAXPAYER INFORMATION

1. Enter your name as the legal name of the business. Your social security number must be entered in order to process the application. For a sole proprietorship business only one social security number can be used. Enter the primary address as the address that you wish to receive Maine sales tax-related correspondence. Enter the e-mail address where you wish to receive Maine sales tax-related e-mail correspondence. List the trade name (or d.b.a.) and the telephone number of the business. List the physical address of the business location.
2. Provide a brief description of the type of business.
3. Provide the names, EINs, and addresses of other businesses you own. Attach additional sheets if more space is needed.
4. Indicate how your business was acquired. If you are establishing a new business with no previous owner, check the start-up box. If you acquire a business, trade or organization or substantially all the assets of another, who at the time was an employer, you are considered a successor. If you check the "Other" box, provide a brief explanation.

SECTION 5 – SALES & USE TAX

5. Enter your business name (trade name or doing business as name) if different from the owner's name entered in Section 1.
6. Persons who do not make sales, but make purchases for use in Maine that are subject to Maine sales tax (taxable purchases) must register to file use tax returns. Select one type of registration.
7. Enter the date you began selling goods or making rentals, providing services or making purchases subject to sales tax, use tax or recycling assistance fees.
8. A business description for sales/use tax registration purposes is required.
10. If a nonseasonal business, select the filing frequency that best applies. If a seasonal business, check the boxes for the months the business will be open. Checking Seasonal requires a monthly return for each month your business will be open.
12. To file consolidated sales/use tax returns, you must have two or more business locations with the same owner and use the same Employer Identification Number or social security number.
13. Enter your business address. Sales/use tax returns will be mailed to this address. Complete only if different from the owner's address entered in Section 1. **Do not enter a paid preparer's address.**

WASTEZERO TRASH METERING AGREEMENT

This WasteZero Trash Metering Agreement (this "Agreement") is made and entered into this the ____ day of _____, 2015 (the "Effective Date"), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as "WasteZero", and the City of Lewiston, Maine, hereinafter referred to as "Municipality".

WITNESSETH

WHEREAS, Municipality desires to hold a two-stage process, first to propose and educate the public about a fairer and more equitable system of solid waste finance that can reduce landfilled waste and increase recycling and second, upon approval of the City Council, implement and execute such a system;

WHEREAS, over the last two decades, WasteZero has become the nation's leading municipal partner to implement variable rate solid waste finance programs that "meter the trash", thereby allocating the costs of municipal waste disposal to residents based on their use of services and creating incentives to reduce landfilled waste and encourage recycling; and

WHEREAS, WasteZero designs, communicates, implements and manages the WasteZero Trash Metering® Program and manufactures and sells WasteZero Trash Metering® Bags (the "Official Municipal Bags") used therein; and

WHEREAS, Municipality desires to explore and adopt the WasteZero Trash Metering® Program, whereby WasteZero will manufacture and distribute Official Municipal Bags to certain retail stores and provide certain logistics, accounting, collection and support services related thereto (the "Program").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement will be binding on all parties for a period from the Effective Date until the earlier of twelve (12) months or the Municipality's issuance of a written Notice to Proceed (the "Public Education and Communication Phase"). Upon receipt of a written Notice to Proceed, this Agreement will be binding on all parties for a period of five (5) years from the date of the Notice to Proceed (the "Initial Management Term"). Upon the expiration of the Initial Management Term, the Municipality may extend the term of the Agreement in its sole discretion for two (2) successive one (1) year terms, the "Management Extension Terms" (the Initial Management Term and the Management Extension Terms hereinafter collectively the "Term").

2. Public Education and Communications Services. During the Public Education and Communications Phase, WasteZero will provide the scope of services set forth in Exhibit A for that fixed fee (the "WasteZero Consulting Fee") also set forth in Exhibit A. If the Public Education and Communication Phase expires without the Municipality's issuance of a written Notice to Proceed, this Agreement will automatically terminate without any further action by the Parties.

3. WasteZero Services. After the Municipality issues a written Notice to Proceed and for the duration of the Term, WasteZero will (i) manufacture and supply Official Municipal Bags that comply with the specifications set forth in Exhibit B (the “Specifications”) to those retailers recommended by Municipality and set forth in Exhibit C (the “Retailers”) for sale by Retailers to residents of the Municipality; and (ii) provide the “Services” set forth in Exhibit C by the start date also set forth in Exhibit D. To enable WasteZero to provide the Services by the start date, Municipality agrees to perform its obligations also set forth in Exhibit D.

4. Program Implementation. The “Start Date” will follow the written Notice to Proceed and be the agreed date for complete implementation of the Program and the initiation of retail sales. The Start Date will be no less than ninety (90) days from the date of the Notice to Proceed. The Parties must work together to accomplish the “Program Implementation Schedule” set forth in Exhibit D. To enable WasteZero to provide the Services by the Start Date, Municipality agrees to perform its obligations also set forth in Exhibit D.

5. Designated Retailers. After the Notice to Proceed, Municipality will provide WasteZero with a recommended list of Retailers to be set forth on Exhibit C (the “Retailer List”) that Municipality would prefer to participate in the Program. WasteZero will assist Municipality to complete the Retailer List. WasteZero will provide those Retailers on the Retailer List with the “Retailer Letter Agreement” substantially similar to the letter set forth on Exhibit E describing the terms of participation in the Municipality’s Program (the “Retailer Terms”). Retailer participation will be subject to a Retailer’s acceptance of the Retailer Terms and will be reaffirmed each time Retailer accepts delivery of Official Municipal Trash Bags. Addition or removal of Retailers from the Retailer List will be subject to mutual agreement between WasteZero and the Municipality.

6. Exclusive Agreement. During the Term, so long as WasteZero is able to deliver sufficient Official Municipal Bags to the Municipality, the Municipality will not purchase or sell, directly or indirectly (i.e., through a third party) waste or recycling bags other than the Official Municipal Bags referred to herein.

7. Inventory Target. To ensure that an adequate inventory of Trash Metering Bag is available for purchase by Retailers, WasteZero will use commercially reasonable efforts to maintain an average number of Official Municipal Bags in WasteZero’s inventory in accordance with the target set forth in Exhibit C (the “Average Inventory Target”).

8. Terms of Distribution. Municipality acknowledges and agrees that Official Municipal Bags supplied to Retailers will be sold and supplied to Retailers by WasteZero on behalf of Municipality, such that upon a sale of Official Municipal Bags title to such Official Municipal Bags will first transfer from WasteZero to the Municipality and then from the Municipality to the Retailer. Retailers will submit written or verbal orders for Official Municipal Bags (“Orders”) directly to WasteZero, as Municipality’s agent. Orders will set forth the type and quantity of Official Municipal Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero’s right to reject an Order for reasons related to violations of the Credit Policy and Procedures set forth in Exhibit F. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order. Deliveries of Official Municipal Bags pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero.

9. Sales Tax. Retailers [will or will not] be required to charge sales tax on sales of Official Municipal Trash Bags at the point of sale. Municipality acknowledges and agrees that WasteZero is not liable to collect or remit sales or use tax for or on behalf of Municipality for the Supplies or Services provided to Municipality herein.

10. Bag Revenue. WasteZero will invoice Retailers the applicable Official Municipal Trash Bag purchase price set forth in Exhibit B (the "Retail Bag Prices"). All revenue received by WasteZero from the sale of Official Municipal Trash Bags to Retailers will be "Bag Revenue".

11. Custodial Banking Account. WasteZero will deposit all Bag Revenue in a custodial banking account established by WasteZero in the name of Municipality in a bank insured by the Federal Deposit Insurance Corporation (the "Deposit Account"). The Municipality grants WasteZero permission to open the Deposit Account on behalf of Municipality in accordance with the Custodial Banking Agreement attached as Exhibit H. Municipality understands that the Deposit Account will be in the name of WasteZero and carry the tax identification number of WasteZero and authorized signers on the account will be properly authorized WasteZero employees. WasteZero will deposit all Bag Revenue into the Deposit Account.

12. Retailer Credit Terms. WasteZero will collect payment and enforce payment obligations in accordance with its policies set forth in Exhibit F. Municipality acknowledges that collection efforts made by WasteZero are on behalf of Municipality. Municipality reserves the right to take any collection actions in addition to or beyond those steps set forth on Exhibit F, and WasteZero will have no liability to Municipality for a failure to collect payment from a Retailer.

13. Compensation.

a. To compensate WasteZero for maintaining an average inventory of Official Municipal Trash Bags at the Average Inventory Target and providing the startup services described on Exhibit D, WasteZero will receive a one-time, non-refundable startup service fee out of the Bag Revenue set forth on Exhibit C as the "WZ Startup Service Fee".

b. With respect to all Bag Revenue other than the WZ Startup Service Fee, WasteZero will receive that portion of fee set forth on Exhibit A as the "WZ Supplies and Services Fee". MUNICIPALITY HEREBY AGREES THAT WASTEZERO IS PERMITTED AT ANY TIME TO WITHDRAW THE WZ STARTUP SERVICE FEE AND WZ SUPPLIES AND SERVICES FEE FROM THE DEPOSIT ACCOUNT. All Bag Revenue other than the WZ Startup Service Fee and WZ Supplies and Services Fee will be the property of Municipality (the "Municipal Revenue").

c. At the Municipality's election and specific authorization, any Additional Services ordered by Municipality and that are separately invoiced to Municipality in accordance with Exhibit C may also be deducted by WasteZero from Bag Revenue.

d. Within thirty (30) days following the end of each calendar month, WasteZero will provide to Municipality (i) the Municipal Revenue for the prior calendar month via wire transfer, and (ii) financial statements for such calendar month, including: a bank statement, invoice register, cash receipts journal and accounts receivable aging report. Municipality must provide the account information in Exhibit F.

14. Bag Pricing Adjustments.

a. Inflation Cost Adjustment. The parties agree that the WZ Supplies and Services Fee is set, in part, and is adjusted, to keep pace with inflation costs that include, but are not limited to, the costs of resin, shipping, labor and other costs. On each anniversary date during the Term, the WZ Supplies and Services Fee will be adjusted up by the fixed amount of CPI-U, All Urban Consumers, plus three percent (3%).

b. Extraordinary Resin Cost Adjustments. The parties agree that the WZ Supplies and Services Fee will be set, in part, and may be adjusted, based on the costs of resin. In the event of an extraordinary resin cost increase, defined as an increase over a ninety (90) day period of greater than twenty percent (20%) from a Benchmark Resin Rate set on the Effective Date of this Agreement, WasteZero will adjust the WZ Supplies and Services Fee by such increase. The Benchmark Resin Rate is calculated using the average of linear low-density polyethylene (“LLDPE”) extrusion liner film for Volumes I and II as reported by Plastics News trade publication. If Plastic News ceases publication, then the resin cost will be based on the average cost of LLDPE resin as reported in another reputable publication chosen by WasteZero. WasteZero will give Municipality fourteen (14) days’ prior written notice of any resin cost adjustment to the WZ Supplies and Services Fee.

c. Municipal Price Adjustments. Municipality may, at its sole discretion, increase the Retail Bag Price. Municipality must confer with WasteZero at least fourteen (14) days in advance of any such increase so WasteZero can be prepared to manage inventory and communicate with Retailers.

15. Representations and Covenants.

a. Legal and Binding Agreement; Municipality’s Obligations. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality and its residents for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and conditions contained herein. Municipality will provide certification, if applicable, that the Official Municipal Bags qualify for a waiver of local and state sales, use, or other taxes.

b. Representations of WasteZero. WasteZero warrants that the Official Municipal Trash Bags will, in all material respects, meet the Specifications. In the event the Official Municipal Trash Bags delivered to Retailers fail to meet the Specifications in any material respect, WasteZero will, as Municipality’s sole and exclusive remedy for such failure, replace the Official Municipal Trash Bags in accordance with WasteZero’s Return and Replacement Policy as set forth on Exhibit E.

c. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OFFICIAL MUNICIPAL TRASH BAGS AND SERVICES PROVIDED BY WASTEZERO UNDER THIS AGREEMENT ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Breach; Termination.

a. Termination for Breach. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to ninety (90) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than ninety (90) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within ninety (90) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective ninety (90) days after written notice of failure to correct (or failure to take action to correct) to the breaching party. If such breach is not curable, the Agreement will be terminated ninety (90) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. Insolvency. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. Termination for Convenience. Municipality may terminate this Agreement at any time upon sixty (60) days written notice if the City eliminates its PAYT program for any reason.

d. Effect of Termination. After issuance of a Notice to Proceed, upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Official Municipal Bags remaining in inventory, and Municipality will purchase from WasteZero all Official Municipal Bags in inventory on the effective date of termination at the then-current WZ Supplies and Services Fee and (ii) WasteZero will have no further liability or obligation under this Agreement, including without limitation, for servicing warranty claims, (iii) WasteZero will tender to Municipality the final Municipal Revenue, and (iv) WasteZero will have no continuing responsibility for the Services. Any other terms and conditions that contemplate performance following the effective date of termination or expiration, or that by their nature are intended to survive will survive termination.

17. Limitation of Liability. WASTEZERO WILL NOT BE LIABLE TO MUNICIPALITY, RETAILER, CUSTOMER OF RETAILER OR END USER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES. THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING THESE DAMAGES OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WASTEZERO'S AGGREGATE LIABILITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES WILL NOT EXCEED THE TOTAL AMOUNT

PAID BY MUNICIPALITY TO WASTEZERO DURING THE SIX MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

18. Force Majeure. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather. The obligations of WasteZero and Municipality, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with this Agreement because of Force Majeure and WasteZero is unable to substitute bags of like kind and quality. Upon the elimination of the cause of such suspension, the respective obligations of WasteZero and Municipality shall be reinstated from the date of such elimination.

19. Insurance. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in general aggregate. Upon written request, certificates of insurance naming Municipality as an additional insured will be provided to Municipality by WasteZero.

20. Non-Collusion. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

21. Information and Cooperation. During the Term of this Agreement, Municipality will cooperate with WasteZero and provide WasteZero with any information reasonably requested by WasteZero for the performance of its obligations and tracking of Program performance. This information may include semi-annual updates on the number of households utilizing Municipality's and/or its designee's residential solid waste collection and/or disposal service, the actual corresponding residential municipal solid waste tonnage disposed, and the actual residential recycling tonnage received. WasteZero compiles information regarding Municipality's PAYT Program and may use this data in research and marketing reports, a copy of which will be provided to Municipality at Municipality's request. Municipality agrees that WasteZero may refer to Municipality's PAYT Program in its verbal and written communications.

22. Assignment. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

23. Governing Law; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the state in which the Municipality is located. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in the state in which the

Municipality is located, or any other location mutually agreeable to the parties, by one arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. Notwithstanding the origin of the controversy or claim, either party may initiate arbitration. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

If to WasteZero, to:
8540 Colonnade Center Drive, Suite 312
Raleigh, North Carolina 27615
Attn: Cal Cunningham
Tele. No. (919) 322-1220
Email: ccunningham@wastezero.com

with a copy to:
Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 400
Raleigh, North Carolina 27607
Facsimile No.: (919) 781-4865
Attention: Larry E. Robbins

If to Municipality, to:

Attn:
Tele. No.:
Email:

25. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

26. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Trash Metering Agreement as of the Effective Date.

Municipality

WasteZero, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Name:

Title: Clerk to the Municipality

EXHIBIT A
Public Education and Communication Services

1. **Scope of Services:** During the Public Education and Communication Phase, WasteZero will provide the Scope of Services described herein (the “Scope of Services”). Without prior written approval, no extra work beyond the Scope of Services will be directed by Municipality and no extra work beyond the Scope of Services performed by WasteZero will be binding on or billable to Municipality (“Extra Work”). The Scope of Services is:
 - Key messages. WasteZero will develop a one- to two-page “talking points” document for City leaders that they can use to communicate consistently and effectively with residents, the media, and others in the community about the need for the Program, the proposed solution, and its benefits.
 - Educational website. WasteZero will develop, maintain, and host a website—with associated social media accounts as appropriate—to help communicate Program benefits and information to residents. The website will be based on WasteZero’s existing templates.
 - Stakeholder briefings. WasteZero will offer to conduct face-to-face meetings with the mayor, all members of the City Council and up to five additional members of city staff nominated by the City Administrator to orient/educate them about PAYT. In addition, WasteZero will offer to conduct face-to-face briefings on PAYT with leaders of up to five key community groups and/or local community leaders nominated by the City Administrator.
 - Media briefings and support. WasteZero will conduct up to three face-to-face meetings with local media outlets to brief them on the need and the proposed solution. In addition, WasteZero will provide ongoing outreach to local media outlets throughout the duration of the contract.
 - Public meetings. WasteZero will deliver up to four public meetings, including a presentation about PAYT in Lewiston and a question and answer period. These meetings will be moderated by City staff and leaders according to best practices for such forums.

2. **WasteZero Consulting Fee:** In consideration of WasteZero’s performance of the Scope of Services, Municipality agrees to pay WasteZero the fixed fee of Thirty Thousand and no/100 Dollars (\$30,000.00)(the “WasteZero Consulting Fee”), exclusive of sales, use or other transaction taxes. The WasteZero Consulting Fee will be due and payable within thirty (30) days of invoice, with invoices issued in the following amounts upon completion of the following benchmarks:
 - a. \$5,000 upon the Effective Date of this Agreement
 - b. \$12,500 upon launch of the educational website and completion of stakeholder briefings
 - c. \$12,500 upon completion of media briefings and public meetings

Amounts not paid within thirty (30) days of the invoice date are subject to an administration charge on the outstanding balance, representing WasteZero’s cost of collecting such payment. The administrative charge is eighteen percent (18%) per annum or one and one-

half per cent (1 ½%) per month or portion of a month during which the bill remains outstanding.

3. Extra Work: If the Scope of Services is increased or decreased, the quoted fee will be adjusted to reflect the change. At the Municipality’s written request, Extra Work will be delivered at the rate of \$95 per hour.
4. Expenses: Expenses for in-scope work—such as out-of-town travel (including airfare, lodging, and meals)—are included in the WasteZero Consulting Fee. Additional expenses that are incurred due to City-approved Extra Work will be billed separately, at actual cost and with prior written approval from the City. Additional expenses include the cost of travel, lodging and meals directly related to WasteZero’s performance of the Extra Work.
5. Waiver of Fee and Costs. If the Municipality issues a Notice to Proceed and WasteZero implements and administers the WasteZero Trash Metering® Program described in this Agreement, WasteZero will reimburse the WasteZero Consulting Fee in installments over the term of the Agreement.
6. Cooperation. WasteZero’s ability to deliver the Scope of Services within the timeframe described in this Agreement is contingent on Municipality’s cooperation. To that end, Municipality agrees:
 - a. to provide timely access to the project sponsor and key team members throughout the course of this project;
 - b. to provide full and timely access to relevant data within the control of Municipality and needed to conduct this project, and such data will be reasonably well organized and accessible;
 - c. to respond to meeting requests in a timely manner, attend scheduled meetings, and provide administrative support staff for meeting coordination; and
 - d. to provide timely feedback to draft program documents and information deliverables and require no more than three iterations of revision.

EXHIBIT B
Official Municipal Trash Bag Specifications

1. Except as may be require by Force Majeure, the bag specifications for this contract are:

Bag Description	Large “Trash”	Small “Tall Kitchen”
Retail Pack	5 Bags Per Package	8 Bags Per Package
Bag Size	33 by 35 inches	24 by 28 inches
Bag Gauge	1.5 mil	1.5 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring
Weight Limit Per Bag	40 Pounds	30 Pounds
Package Insert	Agreed custom program information	Agreed custom program information

	(White insert)	(Yellow insert)
Bag Print	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Registered)
Exterior Bag Color	Blue	Blue
Capacity Equivalent	33 gallons	15 gallons

2. The Retail Bag Prices (price paid at point of sale):

Bag Size	Bags per roll	Rolls per case	Price per roll	Price per case
Large (33" x 35")	5	40	\$10.00	\$400.00
Small (24" x 28")	8	40	\$10.00	\$400.00

3. WZ Supplies and Services Fee (per Case), calculated on each anniversary after the Notice to Proceed, in accordance with Paragraph 12(a):

	Large (33"x35") Bags (Fee per Case)	Small (24"x28") Bags (Fee per Case)
Year 1	\$64.00	\$70.00

EXHIBIT C
Retailer List To Be Inserted

EXHIBIT D
Services

- Retail Store Distribution® Services: WasteZero will work directly with retailers in and around the Municipality to recruit them to participate in the Program and set up those who agree to participate. WasteZero will provide secure, dependable supply chain management to ship the Official Municipal Trash Bags to the participating retailers. WasteZero will develop and register distinct UPC codes for the Program to assist tracking of and sales of Official Municipal Bags. WasteZero will take and enter orders from retailers and process those orders for timely shipment and delivery. WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.
- Inventory Management Services: WasteZero will manufacture and inventory Official Municipal Bags at its fully bonded distribution facilities without the necessity of a purchase order or payment from Municipality. The inventory will remain titled to and insured by WasteZero until shipped to and received at a retail store. WasteZero will monitor inventory at its distribution centers to prevent stock outs or supply chain disruptions.
- Accounting and Funds Management Services: WasteZero will handle all bookkeeping related to Retail Store Distribution® and Inventory Management, including billing and

collecting payment from participating retailers and informing the Municipality of any retailers placed on a credit hold. WasteZero will manage, deposit all funds in and perform custodianship services with the approved bank account for Municipality. WasteZero will compile and provide to the Municipality monthly reports showing all retailer purchases, funds remitted from retailers and payments made to Municipality. WasteZero will also send notification to retailers of any Municipal-approved change in the Retail Bag Price.

4. Program Manager. WasteZero will assign a representative to serve as the Program's coordinator ("Program Manager"). The Program Manager will act as a main point of contact and assist Municipality to answer questions or provide support with regard to all aspects of the Program Services and Program Supplies, subject to the limitations described herein. The Program Manager will ensure that all of the Program Services and Supplies outlined herein are delivered and that Municipality has a primary point of contact to assist with any Program-related matters that might arise.
5. Program Design Consulting Services. WasteZero will use its experience to propose a Program suitable to the Municipality based on the Municipality's stated environmental, carbon reduction, waste diversion, recycling and financial goals. WasteZero will use its proprietary WasteZap® database to model benefits to the Municipality derived from the proposed Program design, based on recommended pricing and produce a Program Benefits Analysis ("Benefits Analysis") that can be used by the Municipality to model Program results and track annual performance. The Benefits Analysis and other consulting services referred to herein will be based on information developed between WasteZero and Municipality and will require Municipality's cooperation gathering information, such as the following: solid waste tonnage, recycling tonnage, disposal costs, solid waste operating budget/costs, and other data as agreed.
6. Program Annual Review. On or around each anniversary of the Notice to Proceed, WasteZero will provide a brief written report to Municipality (the "Program Annual Review") that will assess the Program's impact and identify municipal solid waste issues, challenges and opportunities for improvement. The Program Annual Review will include historical trending information, track the performance of the Program and use WasteZap® to benchmark the Program against peer cities and towns.
7. Program Improvement Consulting Report: After the first Program Annual Review, WasteZero will work with Municipality to develop a brief Program improvement recommendations report ("Program Improvement Report") that includes, but is not limited to, the addition of organics diversion, food waste composting, textiles recycling and/or hard to recycle materials to the Program. The parties must cooperate to define the scope of recommendations that the Program Improvement Report will address. The Municipality reserves the right to accept or reject the recommendations provided in the Program Improvement Report.
8. Communications Support Services. Prior to the Start Date and at each anniversary of the Notice to Proceed, WasteZero will assist with development of key messages and support for public communications of the Program. This communications support includes providing data and messaging to help publicly celebrate the successes of the Program, providing information that helps residents to become better partners and helping Municipality effectively handle questions and/or issues as they arise on an ongoing basis.

9. Media Support Services. Prior to the Start Date, WasteZero will provide media support that includes press engagement in coordination with Municipality, media story placement, messaging, assistance with frequently asked questions and related direct or indirect support, as needed. WasteZero's staff of public policy and media relations professionals will assist Municipality with planning of media engagement at Program launch. After the Start Date, WasteZero will be available upon reasonable request to assist with media inquiries.
10. Launch Announcement. Prior to the Start Date, WasteZero will work with Municipality to prepare a Program launch announcement suitable for mailing or distribution. The Program launch announcement will include information related to the launch of the Program, and contain references to both the website and the toll-free number described in this exhibit. Municipality must pay the costs of printing and mailing the launch announcement.
11. Program Website. WasteZero will establish a website at www.wastezero.com \< designation for Municipality >, where the <designation for Municipality> will be text that uniquely identifies Municipality to Residents, or another URL as agreed. Upon accessing the web page for Municipality, Residents will be presented with information on topics including but not limited to: (i) retailers carrying the Official Municipal Bags, (ii) materials that can be recycled at curbside within Municipality (if any), (iii) materials that can be recycled at convenience centers, including toxic materials such as paint and batteries (if any), (iv) convenience center locations, (v) as it becomes available, helpful information on reducing waste at home, or other information useful to residents, (vi) Municipality's departmental website and /or appropriate local contact information for questions regarding curbside collection or other related local services, and (vii) the toll-free number further described in this exhibit. All information contained on the www.wastezero.com website or any supporting site will be developed, updated, and maintained in accordance with WasteZero's standard tools, formats and templates.
12. Toll-Free Number Support. WasteZero will provide information to Residents through WasteZero's Toll-Free Resident Information Service. During the Term of this Agreement, WasteZero will provide an operational, automated toll-free number 24 hours per day, 7 days per week. Residents who call the toll-free number will be provided with self-service, pre-recorded information briefs on topics including but not limited to: (i) retailers carrying the Official Municipal Bags, (ii) materials that can be recycled at curbside within Municipality (if any), (iii) materials that can be recycled at convenience centers, including toxic materials such as paint or batteries (if any), (iv) convenience center locations, (v) how to access the WasteZero website for information as it becomes available on reducing waste at home, or other information useful to Residents and (vi) how to link to Municipality's departmental website and/or appropriate local contact information for questions regarding curbside collection or other local services. All information presented through the toll-free number will be described, organized, and maintained in accordance with WasteZero's standard tools, formats and templates.
13. Additional Services. Additional Services are any services, materials or supplies desired by Municipality but not agreed to be provided by WasteZero under the terms of this Agreement. Additional Services include, by way of illustration and not limitation, additional or more in-depth consulting, postage for the Program launch announcement and complimentary bags mailed to each household at Program launch. Upon mutual written agreement, WasteZero

will perform Additional Services and directly bill Municipality or deduct the costs for such Additional Services from Bag Revenue.

14. WasteZero Startup Services and Municipality Requirements. WasteZero will provide the Services below in support of the startup timeframe. WasteZero's performance of the Services is dependent on the timely completion of the Municipality's requirements. Municipality acknowledges and agrees that any failure to perform its requirements within the applicable timeframes may delay WasteZero's performance. No such delay will be a breach of this Agreement by WasteZero.

15. The Start Date will be: TBD (date no less than ninety (90) days after the Notice to Proceed).

16. Program Implementation Schedule (TBDs to be filled upon issuance of Notice to Proceed):

#	Program Service Activity	Responsible Party		To be completed on or before
		WasteZero	Municipality	
Supplies				
1	Provide artwork samples for bag and draft package insert copy	<input type="checkbox"/>		TBD
2	Provide high-resolution artwork (municipal logo or artwork) to be printed on the Trash Metering Bag		<input type="checkbox"/>	TBD
3	Provide final artwork proofs for approval	<input type="checkbox"/>		TBD
4	Approve final artwork		<input type="checkbox"/>	TBD
5	Provide feedback on package insert copy		<input type="checkbox"/>	TBD
6	Provide final package insert copy proofs for approval	<input type="checkbox"/>		TBD
7	Approve final package insert copy		<input type="checkbox"/>	TBD
Distribution and Retailers				
8	Submit to WasteZero a list of recommended Retailers that Municipality would like to invite to participate in the program		<input type="checkbox"/>	TBD
9	Create and send letters and collateral to retailers, outlining the retail store distribution *Requires finalization of Retail Bag Prices at least 2 days prior to	<input type="checkbox"/>		TBD
10	Deliver initial shipment of Trash Metering Bags to retailers	<input type="checkbox"/>		TBD
Services and Communications				
11	Provide Completed Municipal Information Forms for Website and Toll Free Number		<input type="checkbox"/>	TBD
12	Submit final proofs for website and Toll Free Number call flow to municipality for review	<input type="checkbox"/>		TBD
13	Approve website and Toll Free Number call flow		<input type="checkbox"/>	TBD
14	Launch website and Toll Free Number	<input type="checkbox"/>		TBD

15	Submit final proof for Program Brochure to municipality for review	<input type="checkbox"/>		TBD
16	Approve Program Brochure		<input type="checkbox"/>	TBD

17. Program Manager:

Harold Willis
5240 Colonnade Center Drive, Suite 210
Raleigh, NC 27615
Tele. No.: (919) 322-1223
Email: hwillis@wastezero.com

18. The Average Inventory Target is: 2 months

19. The WZ Startup Service Fee is: \$0.00

EXHIBIT E

Example Retailer Letter Agreement

Dear Retailer:

On behalf of [Municipality], we would like to thank you for your participation in the new WasteZero Trash Metering® Program by offering official municipal trash bags for retail sale. Your participation is a critical part of making the program a success. WasteZero looks forward to working with you to provide supplies and services for your retail customers.

TERMS OF PARTICIPATION

Among the key terms of your participation in the program is that you have to sell official municipal trash bags of the size and specifications selected by the [Municipality] at the unit cost set by them and may not mark up those prices. The official municipal trash bags [will/will not] be subject to the New York sales tax.

In order to prevent a stock-out of official municipal trash bags and prevent an inconvenience for your customers, you agree to keep a three (3) week supply of cases of each bag size on hand. Orders you place must be directed to WasteZero at the contact information in this letter and will ordinarily be delivered within five (5) business days of placement. Upon delivery, you will sign an electronic FedEx receipt acknowledging the number and type of bags that were delivered.

WasteZero has an agreement with the [Municipality] and will provide support to the program – you should call us with your questions. The terms in this letter supersede and replace any pre-printed or additional terms that might be included on your purchase order or correspondence. By participating in the program, you agree to these terms. Your acceptance of the shipment will also reaffirm your agreement to the terms in this letter.

HOW TO PLACE ORDERS

You may place bag orders with WasteZero in any one of the following ways:

1. Phone: 1-800-866-3954
2. Fax: 1-843-473-4991

3. E-mail: customerservice@wastezero.com

It is likely you will experience “surge” volumes at the outset of the program as customers purchase an initial supply. Over time, the volume will develop into a typical pattern. We urge you to monitor the product closely during the program’s initial weeks and communicate potential stock-out situations to us promptly. WasteZero will provide you reasonable assistance to avoid a stock-out. WasteZero reserves the right to bill you for excess freight charges caused by requests for rush delivery due to failure to place orders on a timely basis.

HOW TO ESTIMATE ORDERS

The [Municipality]’s official municipal trash bags are packaged in the following quantities at the following prices:

Bag Size	Bags per roll	Rolls per case	Price per roll	Price per case	Bar Code
Large (33” x 35”)	5	40	\$10.00	\$400.00	TBD
Small (24” x 28”)	8	40	\$10.00	\$400.00	TBD

HOW TO MAKE PAYMENTS

WasteZero will invoice you for each delivery based on the delivery receipt which indicates the number of bags and dollar amount by size sold on the date of delivery. All invoices billed to you are due and payable, net 30 days from date of invoice. An invoice becomes overdue on the 31st day. On the 45th day, WasteZero will apply a credit hold until overdue invoices are paid in full. During a credit hold, WasteZero will not accept new orders and will make no new deliveries.

Please **make payment** out to: [Municipality]

Please **mail payments** to: [Municipality] c/o WasteZero
5180 Horry Dr., Ste. B
Murrells Inlet, SC 29576

WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OFFICIAL MUNICIPAL TRASH BAGS AND SERVICES PROVIDED BY WASTEZERO UNDER THIS AGREEMENT ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WASTEZERO WILL NOT BE LIABLE TO MUNICIPALITY, RETAILER, CUSTOMER OF RETAILER OR END USER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES. THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING THESE DAMAGES OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WASTEZERO’S AGGREGATE LIABILITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES WILL NOT EXCEED THE TOTAL AMOUNT PAID BY MUNICIPALITY TO WASTEZERO DURING THE SIX MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

RETURNS AND REPLACEMENTS

WasteZero wants you and your customers to be completely satisfied with the quality of official municipal bags. Should you or your customer experience any product defect with an official municipal bag, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, you must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by you, at your election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by you in placing your order.

WasteZero looks forward to working with you to make the [Municipality]'s program a success. If you have any questions or concerns, please feel free to contact us at 800-866-3954.

Sincerely,

Customer Service
WasteZero, Inc.

EXHIBIT F
Credit Policy and Procedures (To Be Inserted)
WasteZero Return and Replacement Policy (To Be Inserted)

EXHIBIT G
Municipal Wire Transfer Worksheet (To Be Inserted)

EXHIBIT H
Custodial Banking Agreement (To Be Inserted)

EXHIBIT E
Example Retailer Letter Agreement

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In order to prevent a stock-out of official municipal trash bags and prevent an inconvenience for your customers, you agree to keep a three (3) week supply of cases of each bag size on hand. Orders you place must be directed to WasteZero at the contact information in this letter and will ordinarily be delivered within five (5) business days of placement. Upon delivery, you will sign an electronic FedEx receipt acknowledging the number and type of bags that were delivered.

WasteZero has an agreement with the [Municipality] and will provide support to the program – you should call us with your questions. The terms in this letter supersede and replace any pre-printed or additional terms that might be included on your purchase order or correspondence. By participating in the program, you agree to these terms. Your acceptance of the shipment will also reaffirm your agreement to the terms in this letter.

HOW TO PLACE ORDERS

You may place bag orders with WasteZero in any one of the following ways:

1. Phone: 1-800-866-3954
2. Fax: 1-843-473-4991
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It is likely you will experience “surge” volumes at the outset of the program as customers purchase an initial supply. Over time, the volume will develop into a typical pattern. We urge you to monitor the product closely during the program’s initial weeks and communicate potential stock-out situations to us promptly. WasteZero will provide you reasonable assistance to avoid a stock-out. WasteZero reserves the right to bill you for excess freight charges caused by requests for rush delivery due to failure to place orders on a timely basis.

HOW TO ESTIMATE ORDERS

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Bag Size	Bags per roll	Rolls per case	Price per roll	Price per case	Bar Code
Large (32” x 34”)	5	40			TBD
Small (24” x 28”)	8	40			TBD

HOW TO MAKE PAYMENTS

WasteZero will invoice you for each delivery based on the delivery receipt which indicates the number of bags and dollar amount by size sold on the date of delivery. All invoices billed to you are due and payable, net 30 days from date of invoice. An invoice becomes overdue on the 31st day. On the 45th day, WasteZero will apply a credit hold until overdue invoices are paid in full. During a credit hold, WasteZero will not accept new orders and will make no new deliveries.

Please **make payment** out to: [Municipality]
Please **mail payments** to: [Municipality] c/o WasteZero
5180 Horry Dr., Ste. B
Murrells Inlet, SC 29576

WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OFFICIAL MUNICIPAL TRASH BAGS AND SERVICES PROVIDED BY WASTEZERO UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WASTEZERO WILL NOT BE LIABLE TO MUNICIPALITY, RETAILER, CUSTOMER OF RETAILER OR END USER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES. THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING THESE DAMAGES OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WASTEZERO'S AGGREGATE LIABILITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES WILL NOT EXCEED THE TOTAL AMOUNT PAID BY MUNICIPALITY TO WASTEZERO DURING THE SIX MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

RETURNS AND REPLACEMENTS

WasteZero wants you and your customers to be completely satisfied with the quality of official municipal bags. Should you or your customer experience any product defect with an official municipal bag, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, you must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by you, at your election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by you in placing your order.

WasteZero looks forward to working with you to make the [Municipality]'s program a success. If you have any questions or concerns, please feel free to contact us at 800-866-3954.

Sincerely,

Customer Service

To Place Orders

- Phone: 1-800-866-3954
- Fax: 1-843-473-4991
- E-mail: customerservice@wastezero.com

Timing of Orders

- You may place orders on any business day.
- Delivery will be made within five (5) business days.
- Keep a 3 week supply on hand.
- Rush orders will be billed excess freight.

To Make Payments

- Make payment out to: [Municipality]
- Mail payment to: [Municipality] c/o WasteZero
5180 Horry Dr., Ste. B
Murrells Inlet, SC 29576
- Include the invoice number on your payment

**Bag Order
Quick
Reference
Sheet**

**WasteZero
Customer
Service:
(800) 866-3954**

EXHIBIT F

Credit Policy and Procedures

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery.

All invoices billed to Retailers are due and payable, net thirty (30) days from date of invoice.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers to Municipality. WasteZero does not assume responsibility for Retailer defaults or uncollected amounts.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes forty-five (45) days past the date of invoice (or 15 days past due).
- If an invoice becomes forty-five (45) days past the date of invoice (or fifteen (15) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices forty-five (45) days past the date of invoice (or fifteen (15) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.
- In the event invoices become sixty (60) days past the date of invoice (or thirty (30) days past due):
 - The delinquent Retailer account will be referred to Municipality for further guidance on how to proceed.
 - No new orders will be accepted or deliveries made to the delinquent Retailer account in the future unless Municipality provides WasteZero with written authorization.
 - WasteZero will require Municipality to indemnify WasteZero for any Program Revenue Share that is written off in the future if Municipality requests that WasteZero reinstate shipments to the previously delinquent Retailer account.
- In no event will WasteZero initiate or threaten legal action against any delinquent Retailer. Municipality reserves the right to make any collection efforts or take any actions in addition to or beyond those WasteZero sets forth herein.

WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Trash Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Trash Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

Please Note: WasteZero does not give exchanges for Official Municipal Trash Bags purchased through unauthorized Retailers or individuals.

EXHIBIT G

Municipal Wire Transfer Worksheet

Please complete and submit this form to receive monthly cash receipts wire transfers from your WasteZero Retail Store Distribution® (RSD) program.

Municipality:

Beneficiary Financial Institution

Enter the beneficiary financial institution information in the fields provided below:

Account Number	<input type="text"/>
Account Type	<input type="text"/>
ABA/Routing #	<input type="text"/>
Bank Name	<input type="text"/>
Street 1	<input type="text"/>
Street 2	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Postal Code	<input type="text"/>

EXHIBIT H

CUSTODIAL BANKING AGREEMENT

This Agreement is entered into on this ____ day of _____, 20__ between the City/Town of _____, _____ (Customer), with an address of _____ and WasteZero, Inc. (“WasteZero”), 8540 Colonnade Center Drive, Suite 210, Raleigh NC 27615, to grant permission from the Customer to WasteZero to open a custodial bank account with South State Bank, on behalf of the Customer. The Customer understands this account will be in the name of Customer, carry the tax identification number of Customer and authorized signers on the account will be properly authorized Waste Zero employees.

WasteZero will prepare the necessary documentation to establish a custodial bank account on behalf of the Customer with South State Bank. WasteZero will deposit all checks for payments from the retailers into this account. WasteZero will wire funds from this bank account to the Customer’s own bank account. WasteZero will provide a monthly report which includes the reconciled bank account statement, invoice register, cash receipts journal and accounts receivable aging report no later than thirty (30) days after the end of each month.

Municipality

WasteZero, Inc.

Authorized Signature of Customer

Authorized Signature of WasteZero, Inc.

Title

Title

Printed Name of Authorized Signature

Printed Name of Authorized Signature

Date

Date

City of Lewiston, Maine
Notice to Contractors

Proposal:

Sealed proposals for **Implementation Services for a Pay As You Throw (PAYT) Solid Waste Disposal Program and Garbage Bag Supply for Lewiston, Maine**. The contract will include implementation of a PAYT program including a public education and participation program to initiate the program, furnishing all labor, equipment and materials required to satisfactorily supply and distribute garbage bags to area vendors as specified in this Request For Proposal (RFP) and all other incidental work as necessary to satisfactorily complete the project as outlined in the Supplemental Specifications. A completed Proposal, submitted by the prospective Proposers will be received by the City of Lewiston, Maine, at the office of the Director of Purchasing until 2:00 p.m., Tuesday June 16, 2015 and then at said office publicly opened and read aloud. Only sealed proposals will be accepted. Faxed proposals will not be considered.

Each Proposer is required to state in his/her Proposal his/her name and place of residence and the names of all persons or parties interested as principals with him/her; and that the proposal is made without any connection with any other bidder making any Proposal for the same work; and that no person acting for, or employed by, the City of Lewiston (Lewiston) is directly or indirectly interested in the Proposal or in any contract which may be entered into to which the Proposal relates, or in any portion of the profits therefrom, except as provided by the City.

The proposal must be signed by the Proposer with his/her full name and address and be enclosed in a sealed envelope. The sealed envelope shall be marked with the name and address of the Proposer and entitled:

Supply of Garbage Bags and Implement a Pay As You Throw (PAYT) Solid Waste Disposal Program

and addressed to: "Director Purchasing, City Hall, 27 Pine St., Lewiston, Maine 04240". If the Proposal is forwarded by mail, the sealed envelope containing the Proposal, marked as above, must be enclosed in a second envelope which shall be addressed to: "Director Purchasing, City Hall, 27 Pine St., Lewiston, Maine 04240".

Any Proposer may withdraw his/her Proposal prior to the scheduled time for the opening of Proposals upon presentation to the Director Purchasing of a request, in writing, to do so. Any Proposer who withdraws his/her Proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her Proposal. Any Proposal received after the scheduled opening time shall not be considered. Lewiston's Finance Committee reserves the right to waive any formality and may consider as informal any Proposal not prepared in accordance with these provisions. Lewiston's Finance Committee reserves the right to accept any Proposal or reject any or all Proposals if it is deemed to be in the public interest to do so.

Before submitting the Proposal, proposers shall carefully examine the Specifications, visit Lewiston, and fully inform themselves as to the existing conditions and limitations under which the work will be performed. Bidders should speak with David Jones, Lewiston's

Director of Public Works, or Rob Stalford, Lewiston's Superintendent of Solid Waste, for information or answers to questions concerning the work required in these Contract Documents. All questions will be responded to in writing and will be provided to all potential Proposers. Only written responses will be honored. Failure of the above will not release a successful Proposer from the Contract Documents or the requirements to complete the contemplated work for the consideration set forth in this bid.

The Contract must be signed within fifteen (15) days, Saturdays, Sundays, and holidays excepted, after the date of notification to the Proposer by the Director of Purchasing of the acceptance of his/her Proposal and readiness of the Contract to be signed. If the Proposer fails or neglects, after such notification, to execute the Contract, Lewiston's Finance Committee may determine that the Proposal has been abandoned.

All Proposals must follow the format described in the specifications and be typed. Proposals are to cover all expenses incidental to the completion of the work in full conformity with the Contract Documents. Proposals, which are not typed, or are ambiguous, or do not follow the format described in the specifications, may be considered irregular and subject to rejection.

Each Proposer shall make his/her own examinations and estimates, and shall not hold Lewiston, their agents or employees responsible for, or bound by, any schedule, estimate, or any plan thereof; and shall, if any error in any plan, drawing specifications or direction relating to anything to be done under this Contract comes to his/her knowledge, report it at once, in writing, to the Director of Public Works.

The Proposer shall supply all equipment, materials and labor required to complete the work unless otherwise provided for in the Supplemental Specifications. The cost and expense of all the necessary labor, tools and equipment required to complete the work shall be included in the prices stated in the Proposal.

All questions by prospective Proposers pertaining to the Contract Documents and Specifications must be received, in writing, by Lewiston, at least five (5) days before the date set for the opening of the Proposals. Any questions which, in the opinion of Lewiston's Director Purchasing, require interpretation, will be sent by mail, with the interpretation, in the form of a numbered Addendum, to each person or firm who has taken out a set of Contract Documents, not later than three (3) days prior to the scheduled opening of the Proposals. Addenda issued later than three (3) days prior to the scheduled opening of the Proposals may be transmitted via electronic mail. Proposers shall acknowledge receipt of all Addenda in the space provided therefore in the Proposal form, whether the Addenda are in response to questions or otherwise issued by Lewiston and whether the Addenda are received by mail or electronic mail.

Supplemental Specifications Division 10

I. PURPOSE, BACKGROUND, INTENT AND SCOPE OF SERVICES

A. Scope of Work

The City of Lewiston (the "City") is soliciting proposals from qualified Proposers interested in and able to provide implementation and operation of a bag-based pay-as-you-throw municipal solid waste reduction program (hereafter known as "The Program"). The City welcomes and will consider innovative solid waste reduction programs that can be shown to provide environmental, financial and operational benefits designed to address the needs detailed herein. It is the intent of these Contract Documents to require the complete and satisfactory implementation of logistical management of the Pay As You Throw (PAYT) program. This will include, but is not limited to, supplying the bags, storage, order coordination and management, packaging, shipping, invoicing, revenue collection, disbursement of funds to the City on a monthly basis, tracking of materials, accounting of expenses & revenues, reporting to the City, retailer complaint resolution, community communication & education and other tasks required for the complete implementation and management of the PAYT program.

B. Background and Intent

The intent of this RFP is to provide the best service, quality, environmental and financial benefit to the City in regards to its municipal solid waste program. The City will award an agreement to the Proposer who has demonstrated the ability and willingness to provide the required services with a commitment to continuous improvement in order to benefit residents. The specifications contained within this RFP are designed to build on and continue to improve an effective, efficient, comprehensive, and fair waste reduction and recycling enhancement program – a program that provides for the following: (1) is based on bag-based pay-as-you-throw, with the greatest convenience to residents and without disrupting existing solid waste services; (2) achieves operational benefits and enhancements to the City's existing service; (3) helps reduce/minimize the administrative burden to the City and uses existing waste management and recycling infrastructure; and (4) creates a partnership with the selected vendor who makes the upfront and ongoing expenditures necessary to gain public involvement and support for the program, implement, maintain, benchmark, and build on the Proposer's program over time through ongoing and periodic analytics and improvement.

C. Scope of Services and Supplies

The selected Proposer will be required to provide the following services and supplies:

1. Program Design

Proposer will submit a comprehensive bag-based pay-as-you-throw Program to meet the objectives and goals stated in this Request for Proposals. The Proposer should address how its Program will transition the City's existing program to one that meets the goals and includes the Scope of Services and Supplies herein. The Proposer must identify other communities where the proposed Program design has succeeded, state its qualifications to carry out the Program and provide references. The Proposer should prepare an analysis showing the public benefits that will flow from the proposed

Program and is expected to suggest updates and improvements to the Program throughout the term of the contract with the City. The Proposer will provide guidance on such issues as enforcement of the Program, composition, size and price of bag supplies, fees and costs associated with the Program, resident experience, frequency of trash and recycling collection, and otherwise, all subject to direction from the City.

2. Community Education and Communication

Proposer will include in the Program a description of community outreach and education regarding the transition and successful execution of its proposed Program, including the following:

- a. A public education campaign at the inception of the new Program to introduce the Program to residents, including by way of illustration, but not limitation: media support, a Program kick-off announcement, outreach to residents through mail, other public relations support, other public engagement and how the Program will be enforced. A minimum of 4 public meetings to present and educate the public about the program will be included.
- b. Plans for sustained public education throughout the duration of the Program including by way of illustration, but not limitation: a website, telephone-based support, periodic reports about Program success, or other ongoing public and community education.

The proposal shall include a proposed schedule during which these community outreach and education functions will occur, identify the key personnel responsible for their implementation and rollout and include their professional qualifications to conduct this work.

3. Program Support

Proposer will identify in the proposal how it proposes to provide ongoing staffing and customer service support to ensure successful Program implementation, enforcement and operation over the term of the contract. This may include a representative to serve as the Program's coordinator or manager and the scope of work proposed. Any staffing or customer service support personnel should be accompanied by a description of the responsibilities of the personnel as they relate to the proposed Program, the qualifications of the proposed personnel and the availability of the personnel support throughout the term of a proposed contract.

4. Supplies

The Proposer shall identify the specifications of and source of the bag supplies necessary to administer the Program, including the recycled content used in the supplies. If the Proposer is not the manufacturer of supplies, it shall identify the manufacturer and the location of manufacturing facility(ies) that will manufacture bag supplies to be used in this Program. Requirements of supplies to be used in the Program are:

- Bags shall be constructed of 70% virgin Linear Low Density PolyEthylene (LLDPE) resin and 30% recycled LLDPE resin (10% of which shall be post-consumer). This combined content shall meet the following requirements:
- Density 0.918gm/cm³ D1505 (ASTM)
- Melt Index 1.0 gm/10min. D12138 (ASTM)
- Material Requirements:

Gauge		DART Impact	Tear ASTM	
Bag Size (LxW)	Nom. Mil	ASTM D1709A	MD	TD
24" x 28" (15 gallon)	1.5	135 gm	300 gm	400 gm
33" x 35" (33 gallon)	1.5	135 gm	300 gm	400 gm
Tensile		WT. per 1000 Bag ± 10% Tolerance	Nominal WT. Capacity	
Bag Size (LxW)	Strength			
24" x 28" (15 gallon)	2,200 psi	70 lbs.	30 lbs.	
33" x 35" (33 gallon)	2,200 psi	132 lbs.	40 lbs.	

- **Bag Color:** The bags shall be high opacity, non-translucent with a blue color. The City reserves the right to change the color to another specialty color at its option.
- **Printing:** The bag shall be printed with information the City deems necessary in one color (black or white). Artwork sample will be included with the order.
- **Packaging:** The bags shall be packaged in plastic packaging. The container shall be of adequate strength to ensure its integrity during handling and shall hold five (5) bags. Each sleeve shall be imprinted with information the City deems necessary to the program in one color (black or white) and shall include a bar code specific to each bag size. Printing on packaging sleeve shall be no smaller than 4"x6" and no greater than 9"x 10". A UPC bar code must be provided on the sleeve. The City reserves the right to modify the packaging as it deems necessary to best serve its needs at no additional cost to the City.
- **Samples:** Three sample bags (any color) of each size shall be supplied with the bid proposal. Three samples of the proposed packaging shall also be provided.
- **Other Requirements:** Each size bag shall be manufactured with a flat-sealed bottom and shall be manufactured with an integral draw tape type closure. Twist tie closures will not be accepted. Each bag mouth shall be of sufficient diameter to fit over the opening of a standard 15 gallon and 33 gallon plastic garbage container. Each bag shall provide the minimum stated volume when cinched closed with that draw tape style closure.
- **Engineering Tests:** The Proposer shall be prepared to provide evidence that the bags meet the engineering specifications detailed in this bid package.
- Proposer will be responsible for the quality of bag supplies used in its Program throughout the life of the Program and state its policies for customer service and replacing any bag supplies that fail.
- Proposer shall provide detailed information regarding its supply quality control to the City, including manufacturing standards and quality control methods.

5. Distribution, Storage, and Inventory Management

Proposer is expected to estimate the volume of bag supplies that residents will use during the term of the contract with the City and explain how it will make/procure, manage inventory, store and distribute them. The Proposer will explain its plan for bag supply distribution and storage in order to maintain accountability and accurately report to the City, including:

- A plan to distribute bag supplies to residents through established retail outlets or otherwise in and around the City.

- Its plan to ensure that distribution of supplies is convenient for City personnel and residents.
- Its plan to ensure that no retail stock-outs occur due to lack of bag supply.
- Security of any bag supplies used in the Program during the manufacture, transport, and warehousing stages.
- Its plan for effectively managing its bag supply distribution network.
- Procedures for managing and reporting on bag supply transactions and inventories to the City.
- Proposer will bear all the cost and risk related to bag supply inventory, including the cost of all replacements due to manufacturing errors or defects.

6. Finance

The Proposer will explain its plan for handling funds between the point of sale of bag supplies and the City, including clearly identifying its fees for designing, implementing and administering the Scope of Services identified in this Request for Proposals. The Proposer's response should address:

- Whether the Proposer can use revenues generated by the Program to pay for the cost of the Scope of Services and Supplies without further appropriation from the City
- How the Proposer will maintain accountability and report all funds collected on behalf of the City
- The Proposer's collection policies with retailers involved in selling or distributing supplies to residents
- The Proposer's banking relationships and processes necessary to move funds, with periodic and regular reporting of all financial flows
- Proposer's insurance applicable to operations of the Program
- The City Council has not yet approved full implementation and if full implementation is approved it may not begin until August 2016. The Proposer shall include in their proposal the cost of community education and communication (as identified in paragraph I.C.2.a. above) in the event the City Council decides not to proceed further.

7. Program Review

Proposer will describe how, as part of its Program, it plans to benchmark progress towards the goals identified by the City and how it will keep residents informed of that progress. The Proposer's response should address: how the Proposer will create a baseline for the Program, what appropriate standards of measurement of waste diversion should be and a periodic schedule and plan for updating the City on progress, including by way of illustration, but not limitation, issuing a periodic performance report.

D. Contract Term

1. Public Education & Communication Period

The contract shall have a public education period of up to 12 months for Public Education and Communication. At any time during or at the end of this 12 month period the City Council may decide to proceed with implementation of the Pay-As-You-Throw (PAYT) program or to terminate the contract.

2. Implementation and Execution Period

If the City Council decides to implement the PAYT program, a separate Notice to Proceed will be issued by the City's Purchasing Director to begin the implementation and execution period. The implementation and execution period of the contract shall be for a period of five (5) years beginning on the date of the Purchasing Director's Notice to Proceed, with the City having the sole option to renew the Contract for two (2) additional years. If the City elects to extend the Contract at the end of the fifth year, the City shall notify the Contractor thirty (30) days prior to the anniversary date. The Contractor will be allowed to adjust the rates of service, for the sixth and seventh year by no more than the percentage increase in the U.S. City Average Consumer Price Index for all Urban Consumers (CPI - U) for the City average for all items 1982-84=100, published in the U.S. Department of Labor, Bureau of Labor Statistics as listed in the U.S. Department of Commerce's Publication, "Survey of Current Business" (ref. Web site <http://www.bls.gov/cpi/>). The rate increase for the sixth year shall be limited by the percentage increase in the CPI - U from the last month of five (5) year base term to the last month of the sixth year. The same will occur for the seventh year if the City chooses to execute that option.

II. PROPOSAL REQUIREMENTS

A. Proposal Format

All responses are limited to a maximum of 25 (twenty five) pages, not including a cover letter, which shall not exceed 2 (two) pages. The proposal shall include all of the following:

1. Cover Letter

Each response shall include a cover letter, signed by an officer of Proposer with the authority to commit the firm to the Scope of Services, indicating that the response is valid for 180 (one hundred eighty) days and that the officer is legally able to contractually bind the Proposer. The cover letter should summarize the proposal's key points.

2. Minimum Proposer Qualifications

- Proposer must demonstrate experience and financial stability, to wit:
- Proposer shall have a minimum of five (5) years' experience with residential solid waste reduction programs, and, in particular, bag-based pay-as-you-throw.
- To ensure financial, programmatic, and corporate stability, the Proposer shall have been in business as a registered corporate entity providing these services for a minimum of five (5) years.
- To ensure financial, programmatic, and corporate stability, the Proposer shall not have declared personal or corporate bankruptcy within the past ten (10) years.

3. Staffing Plan

- Indicate the names, titles, roles, locations, phone numbers and e-mail addresses of all personnel designated to work on this Program for the Proposer. Indicate which person and position will serve as a primary contact for the City. Provide brief descriptions of the qualifications of all listed person(s).

- Provide the location, address, and contact information for the office that will provide the services to the City.

4. Agreement

- Proposer shall provide a sample contract covering all required services from the Scope of Services and Supplies herein.
- The sample contract will include a termination clause allowing the City Council to terminate the contract within 12 months of contract award if they decide not to proceed with full implementation (as stated in paragraph I.D.1. above).

5. Revenue Sharing / Costs

- In the event the City Council decides to terminate the contract during the Public Education and Communication Period, a cost of termination shall be identified to cover the costs for services during this period (as identified in paragraph I.C.2.a above).
- Assuming a cost to the consumer of \$2.00 per 33 gallon bag and \$1.25 per 15 gallon bag, the proposer shall identify how much revenue per bag will:
 - Be retained by the proposer, and
 - Be forwarded to the City

6. References

- Provide six references from governmental entities where Proposer is currently performing similar services.
- Provide a detailed description of services, reference name, phone and e-mail contacts, current position and length of relationship.

B. Submittal Requirements

Proposals shall be sealed and identified by placing the name of the Proposer and Project clearly as "Implementation Services for a Pay As You Throw (PAYT) Solid Waste Disposal Program" on the outside front of the proposal submittal. Submit seven (7) bound/unbound copies of the proposer's response to:

Director of Purchasing
Lewiston City Hall
27 Pine Street
Lewiston, ME 04240

Proposer may, without prejudice, withdraw a proposal after it has been submitted to the City, provided written notice is given to the City Purchasing Director, and provided such notice of withdrawal is received by the City Purchasing Director prior to the closing time set for receiving proposals. Once submitted, proposals may not be corrected or modified prior to the time of opening, though withdrawn proposals may be resubmitted prior to the closing time set for receiving proposals.

The Proposal shall be presented in a clear and concise manner. Ambiguities shall be avoided to enable the evaluation of each proposal in a timely and thorough manner. Cost Proposals shall include all labor, material, shipping, equipment, processes, insurance, and all incidentals to meet the specifications set forth in the Scope of Services and Supplies.

C. Additional Requirements

In order to be considered for selection, responses must be received as detailed on or before the date and time specified. Proposers mailing responses shall allow sufficient mail delivery time to ensure timely receipt by the City. Proposers should be familiar and provide adequate time for the Proposal delivery according to the City's security standards and building entry protocol. Proposals received after the stated time and date will not be considered. No fax transmittals will be accepted.

III. RFP EVALUATION, SCHEDULE, AND OTHER MATTERS

A. RFP Evaluation

RFPs will be evaluated based on the following criteria (not listed in any order of importance):

1. Proposer's proven ability with similar projects

The Proposer has performed similar work as requested in this RFP in a manner as follows:

- **Not Advantageous:** The Proposer has not demonstrated that it has performed similar projects—both in terms of scope and size—and has not provided these services in a manner determined to be of high quality, as verified through reference checks.
- **Advantageous:** The Proposer has demonstrated that it has performed similar projects—both in terms of scope and size—or has provided these services in a manner determined to be of high quality, as verified through reference checks.
- **Highly Advantageous:** The Proposer has demonstrated that it has performed similar projects—both in terms of scope and size—and that it has provided these services determined to be of high quality, as verified through reference checks.

2. Expertise of key personnel to be assigned to the contract

Key personnel shall demonstrate expertise in their respective areas and shall be evaluated as follows:

- **Not Advantageous:** Any key personnel have fewer than five (5) years of expertise in their particular area of contribution to this project.
- **Advantageous:** Key personnel have at least five (5) years of expertise in their particular area of contribution to this project, but less than ten years.
- **Highly Advantageous:** Key personnel have ten (10) or more years of expertise in their particular area of contribution to this project.

3. Proposer's proven ability to meet the City's goals

- **Not Advantageous:** The Proposer is unable to demonstrate and document that it has reduced trash tonnages by 30% in six (6) cities and towns over the past ten (10) years.
- **Advantageous:** The Proposer has demonstrated and documented that it has reduced trash tonnages by 30% in six (6) cities and towns over the past ten (10) years.
- **Highly Advantageous:** The Proposer has demonstrated and documented that it has reduced trash tonnages by more than 30% in six (6) cities and towns over the past ten (10) years.

4. Proposer's proven track record of responsiveness to customer needs

- Not Advantageous: Reference checks indicate that the Proposer has failed to respond to customer needs and/or customer service issues.
- Advantageous: Reference checks indicate that the Proposer has responded to customer needs and to customer service issues, but that such responses may not have always been quick or complete.
- Highly Advantageous: Reference checks indicate that the Proposer has responded quickly and effectively to customer needs and to customer service issues.

5. Proposer's proven track record of quality of performance

References indicate that the Proposer is likely to provide quality performance and service to the City:

- Not Advantageous: References indicate significant problems with program implementation or execution which the Proposer did not remedy to the satisfaction of the municipality.
- Advantageous: References indicate some problems during program implementation or execution which the Proposer did not remedy to the satisfaction of the municipality.
- Highly Advantageous: References indicate a high degree of satisfaction with the products and/or services of the Proposer, and that all problems experienced during program implementation and execution were addressed to the satisfaction of the municipality.

6. Proposer's adherence to Scope of Service and Supplies

The Proposer has met or exceeded the scope of services and supplies for prior projects, as indicated by reference checks and other inquiries to be conducted by the City as follows:

- Not Advantageous: The Proposer has failed to meet the performance expectations detailed in the scope of services provided by one or more clients.
- Advantageous: The Proposer has met the performance expectations detailed in the scope of services for all clients, but has not exceeded them for more than three clients, as evidenced through reference checks.
- Highly Advantageous: The Proposer has exceeded the performance expectations set by more than three clients, as evidenced through reference checks.

7. Revenue Sharing / Costs

- The Proposer's costs for public education & communication (as identified in paragraph I.C.2.a) in the event the City Council decides not to fully implement the program and terminate the contract (as identified in paragraph II.A.5).
- The proposer's revenue sharing (as identified in paragraph II.A.6).

B. Final Ranking and Selection

The City will award the contract to provide these services to the Proposer determined to be the most advantageous to the City, considering the evaluation factors set forth herein.

C. Presentations

The City retains the right to invite Proposers to present their proposal to the City in person.

D. Negotiations

The City retains the right to make an award based on initial proposals with or without negotiations.

F. Schedule

Advertise RFP – May 27, 2015

Receive Proposals – 2:00pm June 16, 2015

Conduct Interviews (if required) – June 22-26, 2015

Award Contract – July 7, 2015

G. Other Matters

1. Communication with the City

All communication from the City to a Proposer will be transmitted simultaneously to all Proposers along with written questions submitted. Any Proposer seeking to contact the City for any reason related to this procurement shall do so in writing and shall submit said written communication to the official designated herein. Any Proposer who fails to utilize this process of communication will be notified of its violation of the process and may be disqualified from the RFP process if communication process failure continues.

2. Changes in the RFP

All addenda issued for this procurement will be numbered in sequence by the City, dated as of the date of issue, and sent via e-mail to all Proposers.

3. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the contract, shall be binding or affect or modify any of the terms or obligations contained in this procurement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer.

4. Receipt of Addenda

The Proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.

5. Clarifications

Proposers are notified to thoroughly examine the instructions, specifications, become familiar with current City service practices and the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the meaning of the same, Proposers may ask for any explanation or clarification before submitting their proposal. All requests for explanation or clarification must be presented to the City in written form.

6. Reservation of Rights

The City reserves and holds at its discretion the following rights and options:

- Issue addenda to the RFP, including extending or otherwise revising the timeline for submittals
- Withdraw the RFP
- Request clarification and/or additional information from any Proposer at any point in the procurement process
- Execute an agreement on the sole basis of the original proposal or any additions to proposal submissions
- Reject any or all proposals, waive irregularities in any proposal, as may be deemed to be in the best interest of the City.

7. Liability Insurance

Proposer shall provide and maintain in full force and effect during the entire term of the contract or any renewal thereof a policy of Comprehensive General Liability Insurance, naming the City, its officers, elected officials, employees, and volunteers as Additional Insured's providing for limits of not less than \$1 million dollars per occurrence with \$2 million dollars general aggregate. The Comprehensive General Liability Insurance shall be on an occurrence form or basis. An original Additional Insured endorsement naming the City, et al, as stated above, shall be filed with the City clerk before commencement of work and shall provide for 30 days prior written notice to the City of any material change, cancellations, or lapse of such policy. A cancellation of Proposers' insurance without replacement, resulting in an uninsured period, is considered a material breach of contract.

IV. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the City. Copies of each proposal may be retained for official files and will become a public record after the award of the contract to provide these services, thence open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the City.

V. ADDITIONAL ADMINISTRATION, COORDINATION & DISPUTE RESOLUTION INFORMATION

Site Investigation:

Proposers are cautioned to examine carefully the conditions which may affect the distribution, sale, numbers of bags and all over requirements needed to successfully implement this program and to acquaint themselves with the quantity and character of the waste materials to be handled and disposed under this Contract.

Background Information

In Lewiston, Residential Properties are defined as –

- single family homes,
- apartment buildings with 2 or fewer dwelling units and
- owner occupied apartment buildings with 3 dwelling units or less.

The population of Lewiston is approximately 35,690 and there are approximately 9,906 dwelling units. The total number of collection stops per week is approximately 8,500. The annual weight of Solid Waste collected is approximately 12,400 short tons. The annual weight of Recyclable Materials collected is approximately 890 short tons. These values include Residential Properties as well as Multi-Unit Apartment Buildings.

Each Proposer is required to become completely familiar with all the physical characteristics of Lewiston, which may affect the Proposer's bid and all services contemplated herein. Submission of a bid shall be considered conclusive evidence that the Proposer and the personnel responsible for implementing this program to reduce solid waste disposal and manage the PAYT program are completely familiar with and shall be fully responsible for any restrictions, constraints and/or physical difficulties within the municipal boundaries of Lewiston.

Coordination:

The selected Contractor shall provide a "Contractor's Representative" to whom all questions and concerns pertaining to this Contract shall be given by the Director or their designee. The Contractor's Representative or their duly authorized designee, shall be on call and reachable without delay, Monday thru Friday, 7:00 AM thru 5:00 PM.

The Contractor's Representative shall be available to respond to any service concerns or issues, raised by retailers who sell the trash bags, without delay, Monday thru Friday, 7:00 AM thru 5:00 PM. The Contractor's Representative shall maintain adequate local telephone service and/or cell phone numbers to insure communication and performance of the duties described in these Contract Documents.

Complaint Resolution:

At the end of the business day, the Director or designee shall forward a list of customer complaints which were received during the day. All complaints received by the Contractor shall be investigated and resolved by the Contractor's Representative within 24 hours or the next business day. The Contractor shall agree that whenever Lewiston notifies them, in writing, that the level of service they are providing is unsatisfactory or unresponsive to complaints concerning the level of performance for services described in the Contract Documents, the Contractor's Representative shall investigate and resolve the complaint in a method satisfactory to Lewiston.

If, during the execution of their duties to fulfill the terms of the Contract Documents, the Contractor or its staff are confronted with an issue or concern that they feel is outside the terms of this agreement, the Contractor's Representative shall notify the Director or designee, promptly, who, in turn, will respond to the concern in a timely manner. Lewiston is committed to the successful performance of this Contract and will, as needed, enter into good faith negotiations with the Contractor to address issues to the satisfaction of both parties.

Contract Administration:

Lewiston, through its Public Works Director or designee, shall independently administer the provisions of this Contract. The distribution & sale of trash bags, accounting reports, distribution of revenues to the City, Community Education & Communication to residents of Lewiston and all other terms and conditions described in these Contract Documents must be in a manner satisfactory to the Director. Decisions of the Director will be final and a condition precedent to the right of the Contractor to receive payment under this Contract.

Governing Law:

This agreement shall be construed in accordance with the provisions of the laws of the State of Maine.

If additional information / clarification is required related to this Contract, please contact the following:

David Jones, P.E. – Director, Lewiston's Department of Public Works, phone 513-3140
Rob Stalford – Superintendent, Lewiston's Division of Solid Waste, phone 513-3147.

Any changes to the scope of this Request For Proposal will be made through addendum.

LEWISTON CITY COUNCIL
MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6:45pm

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA/B/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 Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Authorization for the City Clerk to cast the City's ballot for the Maine Municipal Association's Executive Committee and Vice-President.

INFORMATION:

This item is an annual item the Council is asked to vote on regarding the leadership of the Maine Municipal Association (MMA). Since MMA is a membership-based organization, the member municipalities are asked to select the candidates nominated to serve on the Executive Committee and in the Vice President position. This year, none of the seats are contested.

The Council is asked to review the list of candidates nominated to serve on the MMA Executive Committee and to serve as the Association's Vice-President and then asked to authorize the City Clerk to submit the ballot to MMA.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

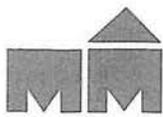
This is an annual action of the Council and passage is recommended.

ERB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the slate of candidates as presented on the Maine Municipal Association's ballot and to authorize the City Clerk to cast the City's ballot for the Maine Municipal Association's Executive Committee and Vice-President.



Maine Municipal Association

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

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

FROM: Chris Lockwood, MMA Executive Director

DATE: July 6, 2015

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 14, 2015 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote on the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying and interested in serving as the MMA Vice President and Executive Committee. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2016 to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was July 6. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 14. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Peter Nielsen.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Friday, August 15, after 4:00 p.m. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held **Wednesday, October 7, at the Augusta Civic Center**. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon and Annual Business Meeting and officially take office on January 1, 2016.

If you have any questions on the Election Process, please contact Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.



MAINE MUNICIPAL ASSOCIATION
VOTING BALLOT

Election of Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 14, 2015

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Laurie Smith, Town Manager, Town of Kennebunkport

DIRECTORS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

William Bridgeo, City Manager, City of Augusta

Michael Crooker, Town Manager, Town of Glenburn

Marianne Moore, Mayor, City of Calais

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ **Municipality:** _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: _____

Signature: _____

Position: _____

OR Signed by a Majority of Municipal Officers

Current # of Municipal Officers: _____

Print Names:

Signatures:

Return To:

*MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358 or 626-5947
Email: tchavarie@memun.org*

**MAINE MUNICIPAL ASSOCIATION
EXECUTIVE COMMITTEE**

**BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2016**

MMA VICE PRESIDENT (1-Year Term)

LAURIE SMITH

- Town Manager, Town of Kennebunkport (2014 – present)
- Maine Municipal Association Executive Committee, Member (2012 – present); Vice President (2015)
- Maine Municipal Association Strategic & Finance Committee, Member (2012 – present); Chair (2015)
- Maine Municipal Association Property & Casualty Pool Board of Directors, Member (2012 – present)
- Maine Municipal Association Workers Compensation Fund Board of Trustees, Member (2012 – present)
- Town Manager, Town of Wiscasset (2010 – 2014)
- Assistant Manager/Community Relations/Finance Director, City of Auburn (2005– 2010)
- Interim City Manager, City of Auburn (2007 –2008)
- Acting Finance Director, City of Auburn (2004 – 2005)
- Town Manager, Town of Boothbay Harbor (1994-1999)
- Town Manager, Town of Oxford (1991-1994)
- Town Manager, Town of Boothbay (1988-1989)
- Maine Town & City Management Association, Member (1989-present); Board member (2000-2005); President (2003-2004)
- University of Maine, Orono, Public Administration, B.A. (1986)

MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)

WILLIAM BRIDGEO

- City Manager, Augusta, Maine (1998 – present)
- Adjunct Professor, Government Program at University of Maine in Augusta (2009 – present)
- Adjunct Professor, MBA Leadership and Ethics Courses, Thomas College (2013 – present)
- City Manager, Canandaigua, New York (1987 – 1998)
- Assistant Director, Maine State Housing Authority (1985 – 1987)
- City Manager, Calais, Maine (1979 – 1985)
- Assistant Town Manager, Killingly, Connecticut (1976 – 1979)
- Maine Service Center Coalition, Executive Committee Member (2002 – present); Chair (2004 - 2007); and most recently active in the formation of the Maine Mayors' Coalition in 2014 – present)
- Maine Service Centers Coalition, Steering Committee Member (2001)
- Maine Town & City Management Association, Member (1979 – 1985; 1998 – present)
- Maine Municipal Association Executive Committee, Member (2002 – 2004)
- Maine Municipal Association Property & Casualty Pool Board of Directors, Member (2002 – 2004)
- Maine Municipal Association Workers Compensation Fund Board of Trustees, Member (2002 – 2004)
- New York State Municipal Management Association, Member (1987 – 1998); President (1995)
- International City/County Management Association Board of Regents, Charter Member (1990 – 1996)
- New York Conference of Mayors & Other Municipal Officials, Ex-officio Board member
- Maine Development Foundation, Board Member (2000-2005)
- Augusta YMCA, Board Member (2009 – present)
- Masters Degree, Public Administration, University of Hartford
- Bachelors Degree, Political Service, St. Michael's College in Vermont

MICHAEL CROOKER

- Town Manager/Treasurer/Road Commissioner, Town of Glenburn (2006 - present)
- Maine Municipal Association Executive Committee, Member (2013 – present)
- Maine Municipal Association Strategic & Finance Committee (2013 – present)
- Maine Municipal Association Property & Casualty Pool Board of Directors, Member (2013 – present)
- Maine Municipal Association Workers Compensation Fund Board of Trustees, Member (2013 – present)
- Maine Municipal Association Legislative Policy Committee, Member (2002-2004; 2004-2006; 2010-2012)
- Town Manager, Town of Bradley (1998 – 2004)
- Adjunct Professor, University of Maine Department of Public Administration (2003 – present)
- Executive Director, River Coalition, Inc. (2004 – 2006)
- Graduate Teaching Assistance (1998)
- Substitute Teacher, Maine School Administrative District 22 (1994 – 1998)
- Projectionist and Supervisor, Bangor Mall Cinemas (1988 – 1998)
- Masters in Public Administration, University of Maine
- BA in Political Science, University of Maine
- AS in Legal Technology, University of Maine
- Maine Town and City Management Association; Member; 2002 “Rookie Manager of the Year”
- Barrie E. Blunt Outstanding Graduate Student Memorial Award
- Edward F. Dow Scholarship Recipient
- Pi Sigma Alpha (National Political Science Honor Society)
- Presidential Achievement Award for Academic Excellence
- Maine Criminal Justice Academy’s Pre-service/Part-time Law Enforcement Training
- State of Maine Animal Control Officer Training
- Graduate of The Grant Institute
- Penobscot Valley Council of Governments, President,
- Eastern Maine Development Corporation, Board Member
- State of Maine Animal Welfare Advisory Council, Member
- Governor’s Interagency Task Force on Invasive Aquatic Species, Member
- Penquis CAP, Board Member
- Penquis CAP, Advisory Board Member
- Maine Resource Recovery Association, Board Member
- Penobscot River Tourism Association, Board Member
- Bangor Region Partners for Health, Board Member
- Penobscot Health Communities Board of Directors, Vice President
- Graduate Association of Public Administrators (GAPA), President
- Notary Public, State of Maine

MARIANNE MOORE

- Mayor, City of Calais (2012 - present)
- Councilor, City of Calais (2002 – 2008; 2009 – 2012)
- Owner/Manager, Calais Curves for Women Fitness Center (2004 – present)
- Leader, Weight Watchers, Inc., Calais (August 2001 – present)
- Maine Municipal Association Executive Committee, Member, (2011 – present)
- MMA Workers Compensation Fund Board of Trustees, Member, (2011 – present)
- MMA Property & Casualty Pool Board of Directors, Member (2011 – present)
- Instructor, Washington Community College (2001 – 2004)
- Adjunct Instructor, Washington Community College (2005 - present)
- Interim Dean, CEIS (Fall, 2002)
- St. Croix Valley Healthy Communities, Board of Trustees (2006 - 2010)

MARIANNE MOORE (continued)

- Washington One: One Community Health & Wellness Co-Chair (2011 - 2013)
- St. Croix Valley Chamber of Commerce, Executive Board (2008 - present)
- Washington Hancock Community Agency, Executive Board (2006 - 2013)
- Washington County Development Authority, Executive Board (2011 - present)
- Washington County Extension Association, Executive Board (2012 – present)
- Permanent Commission on the Status of Women (2012 - present)
- St. Stephen’s Presbyterian Church, Board of Managers (2008 - present)
- Climbed to summit of Mt. Kilimanjaro in Africa (June 2002)
- Climbed to Base Camp of Mt. Everest (October 2004)
- Hiked the Inka Trail, Peru (April 2015)
- Moved to Calais, Maine (April 2001)
- Retired from Southwestern Bell Telephone Company (November 2000)
- Managerial positions, Southwestern Bell Telephone Company; San Antonio/Austin/Dallas, Texas (1969 - 2000);
- Cleveland Clinic Exercise Science and Weight Management Certification (September 2011)
- Cooper Institute Circuit Training and Weight Management Certification (June 2005)
- Masters of Business Administration, Southern Methodist University; Major in Management Information Systems (1998)
- Bachelor of Applied Arts & Sciences, Dallas Baptist University; Major in Computer Science/Business Management (1992 Magna Cum Laude);
- Graduate, High School in San Antonio, Texas (1970)

LEWISTON CITY COUNCIL
MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Resolve Accepting a TD Tree Days Grant from TD Bank in the amount of \$15,806.70.

INFORMATION:

The City has been awarded a Tree Days Grant from TD Bank in the amount of \$15,806 which will allow for the purchase of 62 trees. The trees will be planted by TD Bank employees who will volunteer their services in October and the process will be overseen by Public Works employees. The trees will be planted in the areas of Birch Street, the Colisee and the Marcotte Park area. This Council action is to accept the grant.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ETABIKmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve accepting a TD Tree Days Grant from TD Bank in the amount of \$15,806.70.



CITY OF LEWISTON, MAINE

August 11, 2015

COUNCIL ORDER

Resolve, Accepting a TD Tree Days Grant from TD Bank in the amount of \$15,806.70.

Whereas, the Alliance for Community Trees and TD Bank jointly sponsor a TD Tree Days grant for Project Canopy to plant trees in communities where the bank is located; and

Whereas, there are only two (2) grants awarded to communities in Maine each year; and

Whereas, the City Arborist applied for a grant to plant 62 trees in the Birch Street, Colisee, and Marcotte Park areas; and

Whereas, the grant to Lewiston was approved in late July in the amount of \$15,806.70 to pay for trees, other materials, and supporting services; and

Whereas, the only cost to the City related to this grant will be the City equipment and labor to identify and prepare the planting sites and advise and assist the TD Bank volunteers on the workday of the event; and

Whereas, two grant payments will be made to the City (50% upon return of the signed agreement and 50% upon satisfactory completion of the project); and

Whereas, the event is scheduled to occur on October 15, 2015 when volunteers from TD Bank will participate in the TD Tree Days event to plant the trees;

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

The TD Day grant from TD Bank in the amount of \$15,806.70 is hereby accepted with thanks and appreciation and the City Administrator is authorized to execute the TD Bank Tree Days Grant Agreement and to assign City Arborist staff and equipment to work with the volunteers to complete the project.



August 5, 2015

Dave Jones
Director of Lewiston Public Works

Subject: TD Tree Days Grant

Dave,

Attached is the grant agreement for our TD Tree Days Grant that was accepted in June. Our goal for this project is to plant 62 trees in low to moderate income areas of the city using volunteers (employees) from TD Bank. The approved amount for this grant is \$15,806.70.

The City of Auburn has received this grant the last two years and successfully planted almost 150 trees.

The quick synopsis is:

This grant basically covers the cost of purchasing the 62 trees. TD Bank employees will plant the trees. City staff will advise and assist the volunteers on the work day as well as site preparation in the days leading to the event.

The trees are going to be planted in the Birch St, Colisee, Marcotte Park area.

There is no cost to the City other than equipment and labor.

The City of Lewiston will be required to fund the initial purchase of the trees which should not exceed the award total of \$15, 806.70.

Grant funding will be received in two payments. The first fifty percent (%50) will be paid upon the return of the signed Grant Agreement. The second fifty percent (%50) will be paid upon satisfactory completion of the project.

I submit this request to you, to forward to Council, for approval so we can move forward on this project. I have also attached the complete application to provide additional information if necessary.

Steve Murch
City Arborist/ Traffic Supervisor



TD Tree Days Grant Agreement

DATE: July 27, 2015

GRANTEE: City of Lewiston, Maine

GRANT AMOUNT: \$15,806.70

PROJECT LOCATION: Lewiston, Maine

EVENT DATE: 10/15/15

Alliance for Community Trees (hereafter called ACTrees) and TD Bank have jointly awarded a TD Tree Days grant to Project Canopy (hereafter called Grantee). This Grant Agreement delineates the terms and conditions of this grant.

In order to receive your grant, complete this Grant Agreement. Please sign, scan, and email this Grant Agreement back to ACTrees. Payment to Grantee is contingent on ACTrees receiving an original signed Agreement, certificate of liability insurance, and Grantee's compliance with the terms of this Agreement. Your signature on this Agreement acknowledges your acceptance of all terms included in this grant.

TERMS

ACTrees and Grantee may modify the description, terms, and/or timeline of the project upon request of Grantee and at the discretion of ACTrees and TD Bank. ACTrees may, upon written notification, cancel this Grant Agreement in the event the Grantee has failed to comply with the description, terms, and/or timeline of the project as described in this Grant Agreement.

Grantee agrees to notify ACTrees of any organizational changes occurring during the term of this grant, including, but not limited to, changes in key personnel, address or other contact information, and/or changes in tax classification under the U.S. Internal Revenue Code.

Grantee certifies that it maintains general liability insurance for all planting events and has submitted a certificate of insurance with this Grant Agreement.

Grantee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or

regulations, designed to prevent any Grant funds from being used in support of terrorism or a terrorist organization.

The undersigned declares that Grantee operates in accordance with ACTrees' non-discrimination policy and does not discriminate against any person or group on the basis of age, political affiliation, race, national origin, ethnicity, disability, sexual orientation, or religious belief.

Significant changes to the funded Program generally will not be approved. If minor changes become necessary, they must be requested in advance and receive approval from ACTrees. Grantee will notify ACTrees immediately in the event that any of the following occur:

- *The Grantee is unable to use any portion of the Grant funds for the intended purposes

- *The Grantee is unable to comply with any of the terms of this Agreement

- *Any Grant funds are used in a manner inconsistent with the terms of this Agreement

ACTrees reserves the right, in its sole discretion:

- *To withhold any payments provided for under this Grant, to recover from the Grantee any unexpended Grant funds, and, if the terms of this Agreement are violated by Grantee, to require restitution by the Grantee of any previously expended Grant funds

- *To require the Grantee to take reasonable precautions to prevent any diversion of Grant funds

- *To withhold any applicable taxes from any Grant payments

This Agreement shall bind and inure to the benefit of the parties and their successors, but otherwise shall not be assignable by any party or transferable by operation of law or otherwise.

FINANCIALS

ACTrees will disburse the grant funds in two payments: the first fifty percent (50%) upon the return of an original signed Grant Agreement, and the second fifty percent (50%) upon satisfactory completion of the project. Funds paid to Grantee, shall be used exclusively for the TD Tree Days Project.

This grant is made for use during the period of July 1, 2015 until November 1, 2015, with TD Trees Days project event occurring during October 2015. Grantee shall maintain records of expenditures of Grant funds and make books, records, and personnel available to ACTrees and its agents as appropriate. Grantee agrees to cooperate with ACTrees with regard to any such monitoring or evaluation.

Grant funds and any interest earned thereon shall not be used:

- A. To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"));
- B. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
- C. To make any grants to individuals or organizations (unless pre-approved in writing by ACTrees).
- D. No part of the Grant funds shall be paid to any ACTrees official, and Grantee acknowledges that no gifts or services were or will be rendered to ACTrees or any ACTrees official in exchange for this Grant.

Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Grant by Grantee shall cease if any of the facts contained in Grantee's grant proposal cease to be correct and accurate or if Grantee fails to perform any of the requirements of this Agreement. In such event, Grantee shall immediately return any unexpended portion of the Grant to ACTrees, and ACTrees shall have no obligation to disburse any additional amounts payable under the Grant, regardless of any claimed adverse effect on the programs or operations of the Grantee.

EXECUTION

During the grant period, the Grantee will achieve the following outcomes with regards to TD Tree Days:

- A. Provide regular updates for communication with ACTrees staff and partners as applicable, including but not limited to participation in several planning calls
- B. Plant and maintain 62 trees. Species will include native and applicable varieties and determined in cooperation with certified technical professionals (arboriculture, landscape architecture, etc.)
- C. Manage and educate approximately 50 volunteers on tree planting, care, and maintenance best practices
- D. Provide or ensure two years of maintenance and care for trees, to ensure healthy establishment
- E. Promote the event using media in the local area in coordination with ACTrees and TD to recognize TD Tree Days and other applicable partners
- F. Participate in National NeighborWoods[®] Month by hosting the TD Tree Day event in October 2014
- G. Fill out the Final Report survey, which will be open online from November 1 - 15, 2015; you will be emailed the survey link in late October
- H. Meet all covenants and metrics as outlined in the Grantee's TD Tree Days proposal and as required by the TD Tree Days Request for Proposals, both to be superseded by this Agreement should any discrepancies present.

PROMOTION

ACTrees requires that Grantee include the name and logo of both ACTrees and TD on all TD Tree Days promotional materials. Both logos will be supplied to Grantee in a useable format. Grantee shall not assign or distribute the ACTrees logo or TD logo for any reason other than promotion of this grant project. Grantee agrees not to alter either the ACTrees or TD logo in any way including color, fonts, ratio dimensions, background, and/or layout.

Public announcements of the Grant may be made by the Grantee, ACTrees, or TD. Any related press release, media alert, website posting, or other public announcements about the Program or the Grant must acknowledge that the Grantee is a "member of Alliance for Community Trees," and that the Program is "made possible by partnership with TD."

ACTrees' consent is required prior to the distribution of any public announcements.

IN WITNESS WHEREOF, I, the undersigned, am authorized to enter into such an Agreement and hereto have caused this Agreement to be executed as of the day and year below within.



Sarah Anderson
Program Director, Alliance for Community Trees

July 27, 2015

Date

Agreement of Grantee:

Steve Murch
City Arborist, City of Lewiston

Date

LEWISTON CITY COUNCIL
MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Public Hearing on a new liquor license application and special amusement permit for Michelle's Banquet Hall, 711 Webster Street.

INFORMATION:

We have received a new liquor license application and special amusement permit for Michelle's Banquet Hall, 711 Webster Street. The liquor license application is for malt, spirituous & vinous.

The police department has reviewed and approved the application.

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.

EAB/KMM

REQUESTED ACTION:

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To authorize the City Clerk's Office to approve a new liquor license application and special amusement permit for Michelle's Banquet Hall, 711 Webster Street.

**BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, ME 04333-0008**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY

LICENSE NUMBER: _____ **CLASS:** _____

DEPOSIT DATE

AMT. DEPOSITED: _____ **BY:** _____

CK/MO/CASH: _____

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

RESTAURANT (Class I,II,III,IV)

HOTEL-OPTINONAL FOOD (Class I-A)

CLASS A LOUNGE (Class X)

CLUB (Class V)

TAVERN (Class IV)

RESTAURANT/LOUNGE (Class XI)

HOTEL (Class I,II,III,IV)

CLUB-ON PREMISE CATERING (Class I)

GOLF CLUB (Class I,II,III,IV)

OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) -(Sole Proprietor, Corporation, Limited Liability Co., etc.) MICHELLE Allain-NEWTON DOB: 7/31/69	2. Business Name (D/B/A) MICHELLES BANQUET HALL
Craig Newton DOB: 2/13/70	711 Webster St.
DOB: _____	Location (Street Address) LEWISTON ME
Address 8 COBB FARM RD	City/Town State Zip Code
WINDHAM ME 04062	Mailing Address
City/Town State Zip Code	City/Town State Zip Code
603-533-5664	City/Town State Zip Code
Telephone Number Fax Number	Business Telephone Number Fax Number
Federal I.D. # 47-4544721	Seller Certificate #

3. If premises is a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO

8. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 711 Webster St. Lewiston, ME

10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
MICHELLE L. ALLAIN (Ackley)	7/31/69	Willimantic, CT
CRAIG M. NEWTON	2/13/70	Leominster, MA

Residence address on all of the above for previous 5 years (Limit answer to city & state)
MICHELLE - 203 MAPLE HURST AVE, MANCHESTER NH
CRAIG - 8 COBB FARM RD, WINDHAM, ME + 520 HOWARD ST., LUNENBURG, MA

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) BANQUET HALL

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1.6 miles Which of the above is nearest? Farwell Elementary School

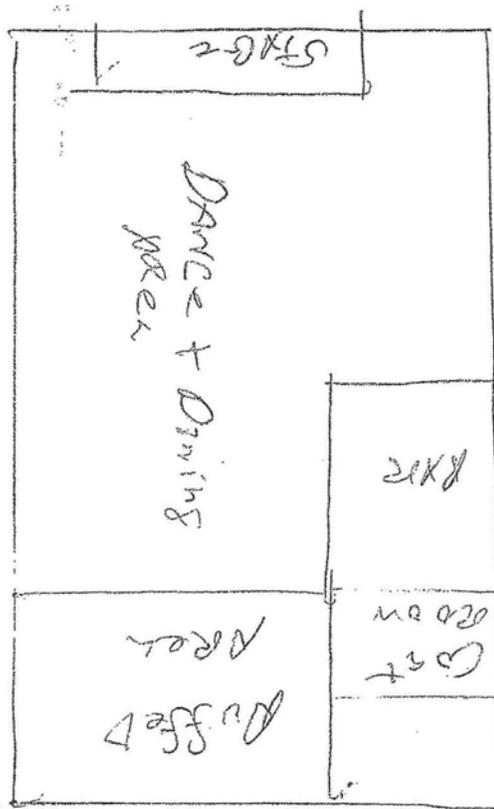
20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: FINANCING OF REAL ESTATE

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

PREMISE DIAGRAM



CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 7/21/15

Expiration Date: _____

- 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
purchasing existing function hall

****PLEASE PRINT****

Business Name: NEWTON ENTERPRISES, LLC DBA/ MICHELLES BANQUET HALL Business Phone: 603-533-5666

Location Address: 711 Webster St. Lewiston ME

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

Mailing Address: same

Email address: micknh@hotmail.com

Contact Person: MICHELLE Allain-Newton Phone: 603-533-5666

Owner of Business: MICHELLE + CRAIG NEWTON Date of Birth: 7/31/69 / 2/13/70

Address of Owner: 8 COBB FARM RD, WINDHAM, ME 04062

Manager of Establishment: same Date of Birth: _____

Owner of Premises (landlord): _____

Address of Premises Owner: _____

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

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

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

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

Corporation Name: NEWTON ENTERPRISES, LLC DBA MICHELLE'S BANQUET HALL

Corporation Mailing Address: 711 Webster St., Lewiston ME

Contact Person: Michelle Allain-Newton Phone: 1003-533-5666

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? 100 ft. immediate abutters

Please describe the type of proposed entertainment:

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

If new applicant, what is your opening date?: _____

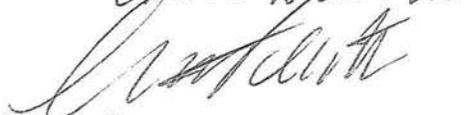
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts 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: Michelle Allain-Newton Title: OWNER Date: 7/21/15

Printed Name: MICHELLE L. ALLAIN-NEWTON

CRAIG NEWTON


Hearing Date: _____

CITY OF LEWISTON

PUBLIC NOTICE

A hearing on the following liquor license application will be held by the Lewiston City Council in the Council Chambers, City Hall on ***Tuesday, August 11, 2015, at 7:00 p.m.***, or as soon thereafter as they may be heard. Any interested person may appear and will be given the opportunity to be heard before final action on said application.

Michelle's Banquet Hall
711 Webster Street
Michelle Allain-Newton & Craig Newton, owners

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

Kathleen Montejo, MMC
City Clerk
Lewiston, Maine

PUBLISH ON: August 5, 6, & 7, 2015

Please bill the City Clerk's Dept. account. Thank you.



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: July 29, 2015

RE: Liquor License/Special Amusement Permit – **Michelles Banquet Hall**

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

Michelles Banquet Hall
711 Webster St.



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



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LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Carriage House Plus, 1119 Lisbon Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Carriage House Plus, 1119 Lisbon Street.

The Police Department has reviewed and approved the application.

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

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Carriage House Plus, 1119 Lisbon Street.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 7-20-15

Expiration Date: 8/31/2016

- 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: Hi Style Caterers d/b/a Carriage House Plus Business Phone: 344-6336

Location Address: LEWISTON

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

Mailing Address: 1119 LISBON ST LEWISTON

Email address: hstylecaterers@live.com

Contact Person: Donald Rioux Phone: 576-8849

Owner of Business: Donald + Jackie Rioux Date of Birth: DON 8/30/53
JACKIE 1/25/51

Address of Owner: 76 Bishop Rd Poland 04274

Manager of Establishment: Don + Jackie Date of Birth: _____

Owner of Premises (landlord): Don + Jackie

Address of Premises Owner: 76 Bishop Rd Poland

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): SAME

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: Hi Style Caterers

Corporation Mailing Address: 1119 LISBON ST. LEW

Contact Person: Don + Jackie Rioux Phone: 344-6336

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? 100 YDS

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- 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: Donald R Rioux Title: PRESIDENT Date: 7/16/15

Printed Name: Don Rioux

Hearing Date: 8-11-2015



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: July 1, 2015

RE: Liquor License/Special Amusement Permit – **Carriage House**

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

Carriage House
1119 Lisbon St.



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www.lewistonpd.org



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LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Sparetime Recreation, 24 Mollison Way.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Sparetime Recreation, 24 Mollison Way.

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.

EPAS/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 Sparetime Recreation, 24 Mollison Way.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 7.15.15

Expiration Date: 8.10.16

- 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: ENCORE BOWLING, INC - SPARETIME RECREATION **Business Phone:** 786-2695

Location Address: 24 MOLLISON WAY, LEWISTON, ME 04240

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

Mailing Address: P.O. BOX 426, HALLOWELL, ME 04347

Email address: ANDREW2@SPARETIMEREC.COM

Contact Person: ANDREW COULTURE **Phone:** 242-8161

Owner of Business: ANDREW COULTURE **Date of Birth:** 03/26/48

Address of Owner: _____

Manager of Establishment: TOM GIBERTI **Date of Birth:** 04/26/54

Owner of Premises (landlord): LEWISTON PROPERTIES, LLC

Address of Premises Owner: 76 MERRIMACK STREET, SUITE 19, HAVERHILL, MA 01830

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

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

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

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

Corporation Name: ENCORE BOWLING, INC.

Corporation Mailing Address: P.O. BOX 426, HALLOWELL, ME 04347

Contact Person: ANDY CULTURE Phone: 242-8161

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1/2 MILE

Please describe the type of proposed entertainment:

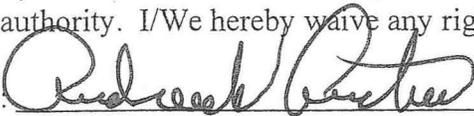
- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- other, please list _____

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:  Title: OWNER/PRESIDENT Date 07-15-15

Printed Name: ANDREW W. CULTURE

Hearing Date: 8-11-2015



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: July 1, 2015

RE: Liquor License/Special Amusement Permit – **Sparetime Recreation**

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

Sparetime Recreation
24 Mollison Way



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www.lewistonpd.org



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LEWISTON CITY COUNCIL
MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for Baxter Brewing Co., 130 Mill Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Baxter Brewing Co., 130 Mill 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.

LEAS/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 Baxter Brewing Co., 130 Mill Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 7/9/15

Expiration Date: 7/11/15

- 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: Baxter Brewing Co., LLC Business Phone: (207) 333 6769

Location Address: 130 Mill St. Lewiston, ME 04240

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

Mailing Address: Po Box 603 Auburn, ME 04212

Email address: luke@baxterbrewing.com

Contact Person: Luke Livingston Phone: 240 0180

Owner of Business: " " Date of Birth: 09/11/84

Address of Owner: 130 Main St. So. Portland, ME 04106

Manager of Establishment: Luke Livingston Date of Birth: 09/11/84

Owner of Premises (landlord): Mill 1, LLC

Address of Premises Owner: c/o Platz Assoc. 2 Great Falls Plz. Auburn, ME 04240

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

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

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

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

Corporation Name: Baxter Brewing Co., LLC

Corporation Mailing Address: Po Box 603 Auburn, ME 04212

Contact Person: Luke Livingston Phone: 207 333 6709

Do you permit dancing on premises? X 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 X No

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

Please describe the type of proposed entertainment:

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

If new applicant, what is your opening date?: _____

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

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

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

Signature: [Signature] Title: President Date: 7/9/15

Printed Name: H. Luke Livingston

Hearing Date: _____



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: July 20, 2015

RE: Liquor License/Special Amusement Permit – **Baxter Brewing**

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

Baxter Brewing
130 Mill Street



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MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for She Doesn't Like Guthries, 115 Middle Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from She Doesn't Like Guthries, 115 Middle 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.

EAB/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 She Doesn't Like Guthries, 115 Middle Street.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 7/10/15

Expiration Date: 7/24/15

- 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: SHE DOESN'T LIKE GUTHRIES Business Phone: 376-3344

Location Address: 115 MIDDLE ST, LEWISTON, ME

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

Mailing Address: SAME

Email address: ~~same as above~~ guthriesplace@gmail.com

Contact Person: Randy KTOURMAN Phone: 376-3344

Owner of Business: same Date of Birth: 8-²⁹~~29~~-1977

Address of Owner: 5 Taylor Hill Rd Lewiston, ME 04240

Manager of Establishment: _____ Date of Birth: 8 -

Owner of Premises (landlord): 22 Park St. LLC / Coastal Enterprises

Address of Premises Owner: PO Box 268 Wiscasset, ME 04578

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):
Just this location for past 8 years

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? X Yes No If yes, please explain: OUI 10+ years ago

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

Corporation Name: SHE DOESNT LIKE GUTHRIES

Corporation Mailing Address: 115 middle st. Lewiston, ME 04246

Contact Person: Randy Letourneau Phone: 376-3744

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? Third floor, same building

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- 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: owner Date: 7/10/15

Printed Name: Randy Letourneau

Hearing Date: _____



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: June 29, 2015

RE: Liquor License/Special Amusement Permit – **She Doesn't Like Guthries**

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

She Doesn't Like Guthries
115 Middle St.



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www.lewistonpd.org



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LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Public Hearing & Final Passage for Land Use Code Amendments regarding child care facility standards and parking.

INFORMATION:

This amendment was originated at the request of a business owner and the Council held a workshop on this topic previously. The Council approved first passage at the July 14 meeting. The Planning Board reviewed this item at their July 27 meeting and they voted 7-0 to recommend approval of this amendment. Attached is a memorandum from City Planner David Hediger outlining the information of this requested change.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendments to Appendix A, Article XII "Performance Standards", Section 20 "Child care facility standards" of the City Zoning and Land Use Code, receive final passage by a roll call vote.



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: City Council
FROM: David Hediger, City Planner
DATE: July 23, 2015
RE: July 27, 2015 Planning Board Agenda Item IV(a)

Proposed amendment to the Zoning and Land Use Code, Article XII. Section 20. Child care facility standards to provide more flexibility and options for parking at child care facilities.

A day care center provider contacted staff and the Council regarding the City's code requirements for off-street parking at childcare facilities in May 2015. The matter was discussed on June 9, 2015 with the City Council, which instructed staff to prepare an amendment to the parking requirements limited to childcare facilities to provide more options and flexibility.

The parking provisions for child care facilities are subject to specific requirements separate from most other regulated uses referenced in the Zoning and Land Use Code. This is in part to ensure that all child care facilities operate in a safe and convenient manner, minimizing the potential impact these facilities may have upon the value and quiet possession of surrounding properties while maintaining the general health, safety and welfare of the city. However, the additional flexibility provided in the *Off-street parking and loading* provisions contained in Article XII, Section 17 and construction specifications are not available or referenced for consideration by child care facilities as regulated by Article XII, Section 20.

Staff generally agrees that Lewiston's parking provisions should provide greater flexibility for businesses and property owners. However, the parking provisions of Article XII, Section 17 are not applicable for daycare facilities and present their own challenges for property owners and developers. In an effort to limit the scope and potential impact while providing more flexibility within the Zoning and Land Use Code, the proposed amendment is limited to child care facilities as per Article XII, Section 20. The proposed amendment provides additional flexibility and options limited to child care facilities for meeting off-street parking requirements. The amendment allows for stacked parking of staff; clarifies the parking ratio of spaces to children required; allows city staff to reduce the number of spaces otherwise required upon submittal of a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparably sized child care facilities; provides the option of parking being provided off-site; and references specific code requirements for the design and construction of parking facilities.

Staff presented the proposed amendment to the City Council at their meeting on July 14, 2015 during which they voted unanimously to send the changes to the Planning Board for their review and recommendation. At that meeting, Lewiston child care provider Chantel Pettengill spoke in support of the proposed amendment as step in the right direction, but also noted that additional flexibility should be considered such as the ability to count on-street parking and increasing the current the parking ratio of spaces to children required. The Council acted upon the language as presented noting the amendment provides more options for childcare providers than currently exist.

ACTION NECESSARY:

- Make a motion pursuant to Article VII, Section 4(c) and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council to adopt a proposed amendment to the Zoning and Land Use Code, Article XII. Section 20. Child care facility standards to provide more flexibility and options for parking at child care facilities (subject to possible conditions raised the Planning Board).



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



To: City Clerk's Office
City Council Members
Mayor Robert E. Macdonald

From: David Hediger

Date: July 30, 2015

Subject: Planning Board Action

The Planning Board took the following action at their meeting held on July 27, 2015 regarding a proposed Zoning and Land Use Code amendment pertaining to parking at childcare facilities:

The following motion was made:

MOTION: by **Paul Madore** pursuant to Article VII, Section 4(c) and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council to adopt a proposed amendment to the Zoning and Land Use Code, Article XII. Section 20. Child care facility standards to provide more flexibility and options for parking at child care facilities. Second by **Darcy Reed**.

VOTED: 7-0 (Passed)

c: Ed Barrett, City Administrator
Planning Board Members

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AN ORDINANCE PERTAINING TO CHILD CARE FACILITY PARKING

THE CITY OF LEWISTON HEREBY ORDAINS:

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

APPENDIX A
ZONING AND LAND USE CODE
ARTICLE XII. PERFORMANCE STANDARDS

Sec. 20. Child care facility standards.

The following standards shall apply to the establishment and operation of all child care facilities in the City of Lewiston in addition to any Maine Department of Human Services licensing requirements.

(b) *Standards for establishing a child care facility.* The code enforcement official shall grant all necessary permits for the establishment of a child care facility provided that the following standards for operating a child care facility have been met:

(3) *Off-street parking/drop-off and pick-up areas.* All proposed child care facilities shall provide adequate off-street parking for all full and/or part time employees.

i. For family day care homes, parking spaces may be arranged in a stacked manner, no more than two vehicles deep, where one vehicle is parked behind the other as long as the maneuvering on-site is safe and convenient. For small day care facilities and day care centers, ~~parking spaces shall not be arranged in a stacked manner~~ only staff parking may be arranged in a stacked manner where one vehicle is parked behind the other as long as the maneuvering on-site is safe and convenient. The required front, side and rear yards for the zoning district in which the child care facility is proposed must be maintained, unless modified pursuant to article IX. If the child care facility will operate with more than one shift, the number of parking stalls shall reflect the greatest number of employees in any one shift.

ii. The parking requirements for all child care facilities shall be as follows:
Family day care homes: In addition to the existing on-site parking required for the residential use, one additional on-site parking stall shall be required for each staff person.

Small day care facilities: One on-site parking stall for each staff person.

Day care centers: One on-site parking stall for each staff person.

iii. All proposed child care facilities shall also provide adequate drop-off and pick-up areas. These areas shall be safe and convenient, and shall not conflict with on-site pedestrian and vehicular movements. All drop-off and pick-up shall occur on-site unless otherwise permitted pursuant to Art XII, Sec 17 (e). ~~The following standards shall be used to determine the number of drop off and pick up areas required for each type of child care facility.~~

One parking space shall be provided for drop-off and pick-up purposes based on a ratio of one space per six children, ~~if staggered drop-off and pick-up times are implemented, or one space per three children if there are no staggered times.~~ However, These spaces shall not be arranged in a stacked manner.

- iv. In the event that the code enforcement official determines that a proposed child care facility has less demand for drop-off, pick-up and parking due to interurban transit use, car and van pooling, bus service, foot traffic, etc. the above requirements may be reduced to reflect the anticipated demand. The code enforcement official may also reduce the above referenced parking requirements upon the applicant submitting a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparable sized child care facilities, including, but not limited to the number of children attending the facility; the number of children licensed for the facility; location of the facility, etc. This report may be subject to a peer review conducted by the City at the applicant's cost.
- v. Notwithstanding the above, there are no parking requirements for drop-off, pick-up and staff parking for family day care homes located on streets other than those identified in the above subsection.
- vi. Off-street parking for childcare facilities must meet the *Off-street parking and loading* provisions contained in Article XII, Section 17 (e), (f), and (g)(1-4) of the Zoning and Land Use Code.

REASONS FOR THE PROPOSED AMENDMENT

The parking provisions for child care facilities are subject to specific requirements separate from most other regulated uses referenced in the Zoning and Land Use Code. This is in part to ensure that all child care facilities operate in a safe and convenient manner, minimizing the potential impact these facilities may have upon the value and quiet possession of surrounding properties; while maintaining the general health, safety and welfare of the city. However, the additional flexibility provided in the *Off-street parking and loading* provisions contained in Article XII, Section 17 and construction specifications are not available or referenced for consideration by child care facilities as regulated by Article XII, Section 20.

The proposed amendment to Article XII, Section 20 provides additional flexibility and options limited to child care facilities for meeting off-street parking requirements. The amendment allows for stacked parking of staff; clarifies the parking ratio of spaces to children required; allows staff to reduce the number of spaces otherwise required upon submittal of a report from a licensed traffic engineer demonstrating the parking demand based on a comparison to at least three other comparable sized child care facilities; provides the option of parking being provided off-site; and, references specific code requirements for the design and construction of parking facilities.

7/2/15

CONFORMANCE WITH COMPREHENSIVE PLAN

1. Review permitting and licensing policies and practices to see where they can be streamlined in order to better service the development community (Economy, Policy #1, Strategy C, p. 38).
2. Provide incentives for adaptive reuse of building or infill construction (Long Range Planning Policy #3, Strategy A, page 133).
3. Modify the Zoning and Land Use Code to allow more staff review of projects to stream line the permitting process (Long Range Planning Policy #3, Strategy E, page 133)

LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Order approving the City's purchase of 2 and 26 Oxford Street, Lewiston and authorizing the City Administrator to execute the Purchase and Sale Agreement and other documents necessary to effect the transaction.

INFORMATION:

These two properties are located next to Simard Payne Park and overlook the canals. The area is identified in the Riverfront Island Master Plan as a prime spot for a mixed use development project. The City has the opportunity to purchase these properties for future development.

Please see the memorandum from Lincoln Jeffers, Director of Economic and Community Development, for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ETABI/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To adopt the Order approving the City's purchase of 2 and 26 Oxford Street, Lewiston and authorizing the City Administrator to execute the Purchase and Sale Agreement and other documents necessary to effect the transaction.



**City of Lewiston Maine
City Council Order
August 11, 2015**



- Order,** Approving the City's purchase of 2 and 26 Oxford Street, Lewiston and Authorizing the City Administrator to Execute the Purchase and Sale Agreement and other Documents Necessary to Effect the Transaction.
- Whereas,** the owner of 2 and 26 Oxford Street recently lost a long term tenant and has offered the properties for sale to the city prior to listing them for sale; and
- Whereas,** 2 and 26 Oxford Street currently have a combined Assessed Value of \$322,400 and are .6548 acres in size; and
- Whereas,** the owner of the properties has agreed to sell both parcels to the city for the combined price of \$315,000; and
- Whereas,** sufficient funding for the acquisition, totaling \$322,745, is available through the transfer of the following funds to the Acquisition/Demolition account: \$147,485 that the city received in roof insurance for Bates Mill #5; \$50,000 received in option payments made by the group promoting a casino at Bates Mill #5; and \$125,260 in accumulated investment earnings from Bates Mill operating subsidies and projects; and
- Whereas,** these two properties are adjacent to Simard Payne Park and overlook Cross Canal #1 on the north side and the Lower Canal on the west side; and
- Whereas,** these properties are identified in the Riverfront Island Master Plan as a prime site for a mixed use development project; and
- Whereas,** parking is a critical and necessary component necessary to support the redevelopment of the Bates Mill complex, PAMCO Mill, and other mills in the Riverfront Island area; and
- Whereas,** until market demand warrants construction of a mixed use project, 2 and 26 Oxford Street can be developed as surface parking at a significantly lower cost than decked parking, supporting expansion of the tax base;

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

The acquisition of 2 and 26 Oxford Street in Lewiston is approved under the terms of the attached Purchase and Sale Agreement. The City Administrator is authorized to execute the Purchase and Sale Agreement and other documents necessary to effect the transaction on behalf of the City, and the Finance Director is authorized to transfer the aforementioned funds to the Acquisition/Demolition account in order to fund the purchase of the properties.

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

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

Economic and Community Development

Lincoln Jeffers

Director

Lewiston



2007



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Acquisition of 2 and 26 Oxford Street
Date: August 5, 2015

The City Council was scheduled to take action regarding the acquisition of these two properties at their July 14th meeting. The council was unable to take action that night because the Planning Board voted 4 -3 (Gudas, Marquis, Anctil opposed) on July 13th to table making a recommendation to the council on the acquisition. The Planning Board felt they had been provided inadequate financial information regarding the acquisition, noted that the purchase would represent an expenditure of more than \$100,000 that had not been included in the LCIP, and that a motion for such a recommendation was not included in the requested action.

At the July 14th meeting, the council made a formal request to the planning board asking for a recommendation on both the acquisition of the Oxford Street properties as well as a recommendation on an expenditure of more than \$100,000 that was not included in the LCIP. Notice of that formal request was given to the Planning Board on July 15th. They took action on both requests at their July 27th meeting. They voted 4-3 (Gudas, Marquis, Hill opposed) to not send a favorable recommendation on both issues.

Attached is a July 30 memo from Dave Hediger to the council detailing the Planning Board's votes and reasons for them. Also attached are copies of my July 8th memo to the City Council and my July 23 memo and packet to the Planning Board regarding the acquisition and expenditures of funds not listed in the LCIP.

While the majority of the Planning Board voted to not send a favorable recommendation regarding these actions, city staff remains firm in their belief that acquisition of this real estate well serves both the short and long term interests of the City. Those reasons are most fully articulated on the last 2 pages of my July 23 memo to the Planning Board.

City staff recommends approval of the requested action.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated July __, 2015, is between HOOD'S REALTY, INC. ("Seller"), a Maine business corporation with a mailing address of 78 Merriman Cove Road, Post Office Box 448, Harpswell, Maine 04079 and the CITY OF LEWISTON, a body politic and corporate situated in Androscoggin County, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine 04240 ("City").

1. Purchase and Sale of Property. Seller agrees to sell to City and City agrees to purchase, on the terms and conditions set forth in this Agreement, the property at 2 and 26 Oxford Street, Lewiston, Maine (the "Property"), described in Exhibit A, attached and made a part of this Agreement, together with the buildings and improvements on the parcel, and including, but not limited to, all easements and appurtenances benefiting the parcels.
2. Consideration. The consideration for the Property shall be **\$315,000.00**, payable to Seller. The City shall provide \$157,500 at closing and provide the final payment of \$157,500 in January 2016.
3. Right of Entry. Between the date of this Agreement and the Closing Date, upon reasonable prior notice and with due regard for Seller's use of the Property, City, its agents or independent contractors, may enter the Property to perform inspections, surveys, environmental assessments, and test borings.
4. Closing. Subject to satisfaction of the conditions in this Agreement, the closing of the sale and purchase of the Property pursuant to this Agreement shall take place at 1:00 p.m. on August 31, 2015, at the offices of Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070, or at such other time or place as the parties may agree upon in writing (the "Closing Date"). The City shall bear the Closing costs, except that the Seller shall be responsible for preparing and delivering the deed, and each party shall otherwise be responsible for its own attorney's fees.
5. Deed; Title. Seller shall convey and cause to be conveyed the Property to City or its designee by warranty deed, good and marketable fee simple title in accordance with the Maine State Bar Association Standards of Title. If Seller cannot convey and deliver possession of the Property as required by this Agreement, City shall have the right to terminate this Agreement and receive a full refund of all payments made by City, or to accept any portion or all of the Property with such defects, with an appropriate reduction in the consideration.
6. Transfer Tax. The City shall be responsible for paying the real estate transfer tax and recording fees.
7. Prorations. All taxes, fees, and assessments, including real estate taxes and water and sewer fees, shall be prorated as of the Closing Date. Utilities shall be paid by Seller to the Closing Date.

8. Property Condition. Prior to closing, Seller shall remove all personal property and all nonstructural items from the Property.
9. Seller's Representations and Warranties. Seller represents and warrants to City that the following are true and correct in all respects:
- a. Authority. Seller is authorized to enter into and perform this Agreement.
 - b. Title to Property. Seller has good and marketable title to the Property, free and clear of any encumbrances, other than those which will be discharged on or before the Closing Date.
 - c. Residency. Seller is not a "foreign person" within the meaning of 26 U.S.C. § 1445, and will deliver on the Closing Date certificates to this effect in form satisfactory to City.
 - d. Contracts, Leases and Agreements. There are no contracts, agreements or leases affecting the Property which are not terminable at will by Seller.
 - e. Litigation. There is no notice, suit, order, decree, claim, writ, injunction or judgment relating to a violation of any laws, ordinances, codes, regulations or other requirements affecting the Property. There are no suits, actions or proceedings pending or, to the best of Seller's knowledge, threatened against Seller affecting the Property or Seller's ability to perform this Agreement.
 - f. Underground Storage Tanks. There are no underground storage tanks located on the Property, and Seller will deliver or cause to be delivered on the Closing Date a certificate to this effect in form satisfactory to City.
 - g. Mechanics' Liens. No work has been done on the Property that could result in any liens on the Property, and no contracts are outstanding or in effect with respect to any such work, and Seller will deliver on the Closing Date certificates to this effect in form satisfactory to City.
 - h. Preferential Tax Treatment. The Property has received no preferential real estate tax treatment under any provisions of state or federal law, the removal from the provisions of which would trigger a recapture penalty, recapture tax or other requirement for reimbursement of earlier tax savings.
 - i. Waste Water. There is no subsurface waste water disposal system on the Property or, if there is, the system has not malfunctioned within the last six (6) months.
 - j. Hazardous Materials. No Hazardous Materials, as defined below, are or have been stored, used, or otherwise exist on the Property. Seller has received no notice or demand

from any person, including any governmental authority, with respect to Hazardous Materials on the Property. For purposes of this paragraph "Property" shall include any land on which the existence of Hazardous Materials could, under applicable laws, give rise to a lien on the property subject to this Agreement. "Hazardous Materials" as used herein shall mean any radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substance, oil or other petroleum products, asbestos, or related materials, including materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.), the Uncontrolled Hazardous Substance Sites Law (38 M.R.S.A. §§ 1361, et seq.), or other applicable laws of Maine or other states which may apply to similar materials existing on the Property.

k. Occupancies. The Property is free and clear of all occupancies.

10. Conditions to City's Obligations. City's obligations under this Agreement are subject to City's satisfaction with each of the following:

a. Environmental Assessment. City shall obtain, at its expense, an environmental assessment of the Property.

b. Title Insurance. City shall obtain, at its expense, a commitment for title insurance insuring the Property.

c. Survey. City shall obtain, at its expense, a survey of the Property, performed by a licensed surveyor.

d. Inspections. City shall be satisfied with the result of its inspection of the Property.

e. Warranty Deed. Seller shall tender a warranty deed, in forms acceptable to City, conveying good and marketable title to the Property free and clear from all liens and encumbrances.

f. Possession. Seller shall have delivered over the exclusive possession of the Property in the same condition as it was on the date set forth above, free and clear of all occupancies, except for the Permitted Occupants.

g. Representations and Warranties at Closing. Seller's representations and warranties contained in this Agreement shall be true and correct as of the Closing Date. Seller shall deliver on the Closing Date certificates to this effect in form satisfactory to City.

11. City Council Approval / Financing Contingency. If this Agreement is not approved by the Lewiston City Council the City shall have the right to terminate this Agreement and receive a full refund of all payments made by City, and without liability of either party.

12. No Commissions. Each party represents to the other that it has not retained, directly or indirectly, any real estate broker or agent with respect to this purchase, and that each party will indemnify and hold harmless the other from and against all claims relating to brokerage or commission on account of this purchase claimed by any person hired or consulted by such party.

13. Risk of Loss. Seller assumes all risk of loss or damage to the Property until the closing. In the event of any substantial damage to the Property, which damage is not restored to its present condition on or before the closing, City may elect to, without prejudice to any other rights and remedies of City, (a) accept title to the Property and receive an appropriate reduction in the consideration; (b) accept title, in which event Seller shall pay any available insurance proceeds to City up to the maximum amount of insurance available under Seller's insurance policy; or (c) terminate this Agreement and receive from Seller a full refund of all payments made by City.

14. Indemnification. In addition to other indemnity obligations of the parties under this Agreement, each party shall indemnify and hold harmless the other party from and against:

- a. Claims. Any and all claims, demands, liabilities and obligations of any nature, whether accrued, absolute, contingent or otherwise existing at the Closing Date, and arising from or related to the City's efforts to purchase, take or acquire the Property, except those claims specifically waived by the parties under the terms of this Agreement.
- b. Damages. Any damage or deficiency resulting from any misrepresentation made in this Agreement, breach of warranty or representation, or failure to perform under this Agreement.
- c. Litigation. All actions, suits, proceedings, demands, assessments, and judgments, and related costs and expenses, including reasonable attorneys' fees, arising from or relating to a party's indemnification obligations.

15. Survival of Representations, Warranties, and Obligations. The covenants, agreements and representations of the parties contained in this Agreement, or any schedule, exhibit, certificate or other writing delivered in connection with this Agreement, and all obligations under this Agreement (including indemnification obligations) that are not fulfilled on the Closing Date, shall survive the closing.

16. No Relocation Payment; Release. The parties acknowledge and agree that no relocation or similar payments are due to Seller under state or federal law. Seller waives any right to seek relocation payments under state or federal law and releases City from any liability, claims or

causes of action relating to such payments that Seller has had, may now have or may have in the future, or otherwise relating to the transfer of the Property to City. Seller further acknowledges that this Agreement represents an arm's length transaction, that Seller has been represented and advised by counsel, and that Seller has entered this Agreement freely and without duress.

17. Notices. All required notices shall be effective upon receipt or refusal if in writing and delivered by hand, delivery service providing proof of receipt, or overnight mail, addressed to a party as stated above with copies of notices to the City to be sent to Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070, and copies of notices to the Seller to Dionne & Couturier, 465 Main Street, Lewiston, Maine 04240.

18. Governing Law. This Agreement shall be governed by Maine law.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

20. Waivers. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion. Any waiver by a party must be in writing.

21. Further Assurances. Each party will take all actions and deliver any additional documents as the other party reasonably requests to effectuate the purposes of this Agreement.

22. Entire Agreement. This Agreement contains the entire Agreement between the parties. Any changes to this Agreement must be in writing signed by the parties.

23. Headings. Headings are for reference only and shall not affect interpretation.

24. Severability. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

25. Time Is of the Essence. Time is of the essence of this Agreement.

[Signature Page Follows]

The parties are executing this Agreement as of the date set forth on page 1.

WITNESS:

CITY OF LEWISTON

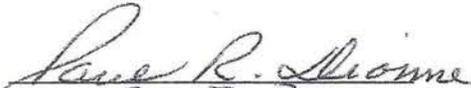
Name:

By: _____

Name: Edward Barrett

Its: City Administrator

HOOD'S REALTY, INC.


Name: *Paul R. Dionne*

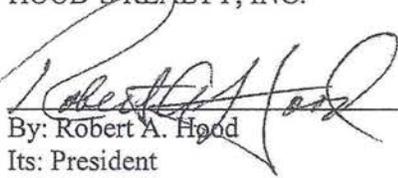

By: Robert A. Hood
Its: President

EXHIBIT A

Certain lots or parcels of land situated in Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

2 Oxford Street:

Commencing at a point on the easterly line of Oxford Street one hundred and eighty-six (186) feet southerly from the southeasterly corner of Cross Street and Oxford Street; thence running easterly at a right angle one hundred (100) feet to a passageway; thence southerly at a right angle and by the westerly line of said passageway one hundred (100) feet; thence at right angles westerly one hundred (100) feet to Oxford Street; thence northerly at right angles and by the easterly line of Oxford Street one hundred (100) feet to the point of beginning.

Also another certain lot or parcel of land bounded and described as follows: All the premises conveyed to J. W. White Company by Zoraide Provost, Adrien P. Provost and Romeo R. Provost by Warranty deed dated August 17, 1927, recorded in the Androscoggin Registry of Deeds, Book 375, Page 157. Said property is a parcel of land on the easterly side of Oxford Street in said Lewiston, having a frontage of one hundred and twenty-five (125) feet and extending easterly one hundred (100) feet.

Also another certain lot or parcel of land with the buildings thereon, situated in Lewiston, in said County and State, bounded and described as follows, to wit: Beginning at the intersection of the southerly line of that part of Cross Street, which lies westerly of Lincoln Street with the easterly line of Oxford Street; thence running southerly with the easterly line of Oxford Street, sixty-one (61) feet; thence easterly at a right angle and by land now or formerly of the Franklin Company one hundred (100) feet to a passageway; thence northerly by the westerly line of said passageway about forty-one and forty-seven hundredths (41.47) feet to the southerly line of Cross Street; thence westerly by the southerly line of Cross Street one hundred and ninety-two hundredths (101.92) feet to the point of beginning.

26 Oxford Street:

Beginning at a point on the westerly line of Lincoln Street Alley two hundred sixty-six and forty-seven hundredths (266.47) feet southerly along said Alley from the intersection of said line of Lincoln Street Alley with the southerly line of Cross Street; thence the line runs in a westerly direction at right angles to said line of Lincoln Street Alley a distance of twenty (20) feet to the line of land conveyed by Wade & Dunton Carriage Realty Co. to Joseph Grube et al by deed dated August 30, 1977, and recorded in the Androscoggin County Registry of Deeds in Book 1291, Page 145; thence southerly at right angles along said Grube et al land sixty (60) feet to other land of said Grube et al; thence easterly at right angles along said Grube et al twenty (20) feet to the west line of Lincoln Street Alley; thence north along the west line of said Alley sixty (60) feet to the point of beginning.



1:720

2 Oxford St.

26 Oxford St.



© City of Lewiston Maine GIS

1:720

CROSS ST.

OXFORD ST.

Lower Canal

LINCOLN ST. ALLEY

LINCOLN ST.

COL

COL

COL

COL

COL

LHOP

LHOP

LHOP

65

70

81

85

87

95

98

21

26

32





CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: July 23, 2015
RE: July 27, 2015 Planning Board Agenda Item V(a)

Planning Board recommendation for a capital expenditure not included in the annual capital program for the acquisition of 2 and 26 Oxford Street.

On July 14, 2015, the City Council voted unanimously pursuant to Article VII, Section 3(e) of the Zoning and Land Use Code that within 30 days, the Planning Board shall provide the City Council with a recommendation regarding the proposed purchase of 2 and 26 Oxford Street as required by Appendix A, Article VII, Sections 4 (f) and (h) of the Code of Ordinances. This action was taken by the Council in response to the Planning Board's July 13, 2015 vote to table making a recommendation on the acquisition of the properties to the City Council. Concerns raised by the Board at the time included the availability and sources of funding, the Board's requirement to provide a recommendation on a capital expenditure not included in the annual capital program, the cost of the acquisition, the cost of construction and maintenance of a potential parking lot on the site, that the parking pro forma provided did not accurately address annual expenses that may be incurred once the site is used for parking, the desire to let the current property owner market it and for the private sector to develop the site, and the lack of zoning regulations requiring specific design requirements (i.e. form based code). These concerns were shared by staff at the July 14th Council meeting.

Concerned that the tabling would result in the Council's inability to act, the City Administrator requested a legal opinion from the City Attorney. Upon review of Article VII, Section 3(e), staff has been advised that if the City Council makes a formal request to the Planning Board for a recommendation on any matter – whether required by ordinance or not – the Planning Board must make its recommendation within 30 days or such other longer time period as specified by the Council. The 30-day clock starts from when the Council's request is formally transmitted to the Planning Board. Given this guidance, the Council passed a resolve on July 14th requesting the Board to make a recommendation. That resolve was shared via email with the Planning Board on July 15th, thereby requiring the Board to act by no later than August 13, 2015.

Regarding the items discussed at the July 13th meeting and this new request, reference should be made to correspondence from Martin Eisenstein, City Attorney and Anne Torregrossa dated July 14, 2015, David Jones dated June 24, 2015, and Lincoln Jeffers date July 23, 2015.

The Board was correct that a recommendation should have been requested for a capital expenditure not included in the annual capital program in addition to the initial request for acquisition of said properties. Likewise, with direction provided from the City Attorney, the Council has now made a formal request for the Board to provide a recommendation on the

expenditure and acquisition. Therefore, the Board has a new request and motion to consider: to send a favorable recommendation to the City Council for an expenditure costing \$100,000 or more which was not included in the FY 2016 Lewiston Capital Improvement Program for the acquisition of 2 and 26 Oxford Street.

ACTIONS NECESSARY

Given the Board's last motion on July 13th to table taking any action on the proposed acquisition of these properties, staff suggests the following steps be taken by the Board:

1. Make a motion to remove from the table the Planning Board's July 13, 2015 action regarding the acquisition of 2 and 26 Oxford Street;
2. Make a motion to postpone indefinitely a recommendation to the City Council to acquire 2 and 26 Oxford Street.

Upon the above referenced motions passing, the Board should then make a motion based upon the new request from the City Council:

- Make a motion pursuant to Article VII, Section 4 (f) and (h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for an expenditure costing \$100,000 or more which was not included in the FY 2016 Lewiston Capital Improvement Program and for the acquisition of 2 and 26 Oxford Street (subject to possible conditions raised the Planning Board).



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



To: City Clerk's Office
City Council Members
Mayor Robert E. Macdonald

From: David Hediger

Date: July 30, 2015

Subject: Planning Board Action

The Planning Board took the following action at their meeting held on July 27, 2015 regarding the acquisition of 2 and 26 Oxford Street.

The following motion was made:

MOTION: by **Michael Marcotte** pursuant to Article VII, Section 4 (f) of the Zoning and Land Use Code to not send a favorable recommendation to the City Council for an expenditure costing \$100,000 or more which was not included in the FY 2016 Lewiston Capital Improvement Program for the acquisition of 2 and 26 Oxford Street. Second by **Kevin Morissette**.

It was noted this motion was specifically limited to Section 4(f) and the LCIP funding request for the acquisition of the Oxford Street properties.

VOTED: 4-3 (Passed)
Walter Hill, Sandra Marquis and Pauline Gudas
Opposed

The following motion was made:

MOTION: by **Michael Marcotte** to pursuant to Article VII, Section 4 (h) of the Zoning and Land Use Code to not send a favorable recommendation to the City Council for the acquisition of 2 and 26 Oxford Street. Second by **Kevin Morissette**

It was noted this motion was specifically limited to Section 4(h) and the acquisition of the Oxford Street properties.

VOTED: 4-3 (Passed)
Walter Hill, Sandra Marquis and Pauline Gudas
Opposed

Note: The Board's motions to not provide a favorable recommendations for funding or to acquire the Oxford Street properties were made for several reasons, including, but not limited to: there are no active development pressures on this site or area; the property has not been actively marketed to the private sector; the private sector should be involved in the acquisition of these lots; there are other properties in worse shape that may warrant the city's attention; the selling price is too high; and developing this site for parking is not the highest and best use of the land.

The following motion was made:

MOTION: by **Kevin Morissette** to send a favorable recommendation to the City Council for an expenditure costing \$100,000 or more not included in the FY2016 LCIP for the Beech Street bridge to be repaired, rebuilt, or replaced. Second by **Paul Madore**.

VOTED: 4-1-2 (Passed)
Walter Opposed
Pauline Gudas and Sandra Marquis Abstained

Note: This motion was made in part with the Board feeling that if money is being requested for future improvements and enhancements related to the Riverfront Island Master Plan (i.e. the acquisition of 2 and 26 Oxford Street) that funding may be better spent on addressing the deficiencies of the Beech Street bridge.

It should also be noted that infrastructure investment with the Beech Street Bridge also supports taxpaying enterprises like Pamco Shoe Machinery Co., Inc. and Lewiston's Arts and Culture efforts such as Museum L-A. This does more than just support the Riverfront, it includes industry, service, arts, culture and the Mill District.

c: Ed Barrett, City Administrator
Planning Board Members

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CITY OF LEWISTON, MAINE

July 14, 2015

COUNCIL RESOLVE

Resolve, Requesting a Recommendation from the Planning Board Regarding the Acquisition of 2 and 26 Oxford Street.

Whereas, the owner of 2 and 26 Oxford Street has agreed to sell both parcels to the city for the combined price of \$315,000; and

Whereas, sufficient funding for the acquisition is available through the transfer of funds to the Acquisition/Demolition account including \$147,485 that the city received in roof insurance for Bates Mill #5; \$50,000 received in option payments made by the group promoting a casino at Bates Mill #5; and \$125,260 in accumulated investment earnings from Bates Mill operating subsidies and projects; and

Whereas, these two properties are adjacent to Simard Payne Park, overlook Cross Canal #1 on the north side, and overlook the Lower Canal on the west side, and

Whereas, these properties are identified in the Riverfront Island Master Plan as a prime site for a mixed use development project; and

Whereas, acquisition of these properties, when combined with other properties located in this block that are already owned by the City, will provide an opportunity for significant redevelopment of this area in accordance with the recommendations of the Riverfront Island Master Plan; and

Whereas, implementation of the Riverfront Island Master Plan is a key element in the future development of the City and will dramatically enhance the City's future prosperity and desirability as a community in which to live and work; and

Whereas, parking is a critical and necessary component that will be required to see redevelopment of the Bates Mill complex, PAMCO Mill and other mills in the Riverfront Island area; and

Whereas, until market demand warrants construction of a mixed use project on the site, 2 and 26 Oxford Street can be developed as surface parking at a significantly lower cost than decked parking, supporting expansion of the tax base; and

Whereas, in accordance with Appendix A of Article VII of the Zoning and Land Use Code, the Planning Board is authorized to review and make a recommendation to the City Council regarding the acquisition of property and with regard to capital expenditures costing more than \$100,000 that are not included in the annual capital program; and

Whereas, the City Council can request that the Planning Board provide it with a recommendation within 30 days pursuant to Appendix A, Article VII, Section 3 (e) of the Code of Ordinances;

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

Within 30 days, the Planning Board is hereby requested to provide the City Council with a recommendation regarding the proposed purchase of 2 and 26 Oxford Street as required by Appendix A, Article VII, Sections 4 (f) and (h) of the Code of Ordinances.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Acquisition of 2 and 26 Oxford Street
Date: July 8, 2015

The owner of 2 and 26 Oxford Street has made the city aware of his desire to sell the property. This was prompted by a recent vacancy at 2 Oxford Street, which for the last 15 years had been leased to Carquest Auto Parts. That Carquest franchise recently merged with a local Advance Auto Parts store and the Oxford Street store is now vacant. 26 Oxford Street is a vacant lot abutting 2 Oxford Street. A map is attached.

The assessed value of 2 Oxford Street is \$298,020 (building \$237,070/land \$60,950). The assessed value of 26 Oxford Street is \$24,380. The total combined assessed value for the two parcels is \$322,400; the combined acreage is .6548.

City staff has negotiated a total purchase price for the two parcels of \$315,000, which will be paid in two equal installments of \$157,500; the first at closing, the second payment in January 2016. Utilities, taxes, water and sewer fees will be prorated as of the date of closing. The seller will pay for their attorney. The City will pay other closing costs. A copy of the purchase and sale agreement is attached.

Heather Hunter has identified two Bates Mill redevelopment sources of funds totaling \$322,745 for transfer of funds to the acquisition/demolition account for this purchase. They are \$147,485 that the city received in roof insurance for Bates Mill #5, the \$50,000 option payment made by the group promoting a casino at the Mill; and \$125,260 in accumulated investment earnings from Bates Mill operating subsidies and projects.

This real estate is in the heart of Riverfront Island. That plan called for the site to be redeveloped with infill housing and mixed use buildings. Acquisition would allow the city to define the character of the redevelopment of that area of the city. In the shorter term the real estate can be used as surface parking to help meet parking demand as Bates and other Riverfront Island area mills are redeveloped; delaying or reducing the need for decked parking. In the longer term the site could be redeveloped as envisioned in the Riverfront Island Master Plan.

Norm Beauparlant has estimated demolition costs at between \$22,200 and \$28,000.

If the City Council decides to use the site for parking Dave Jones has provided a preliminary estimate of \$85,000 to create 80 parking spaces on the site; including engineering and project oversight for, pavement, landscape and lighting on the acquired real estate.

As the attached map shows, the city owns several other parcels abutting this real estate. The 2008 City Council approved acquisition of 75 and 87 Lincoln Street for a combined purchase price of \$314,000. The properties were acquired to remove blight and to land bank in hopes of being able to exert some influence over redevelopment of the area. This acquisition would build upon that 2008 action.

The Planning Board was made aware of this proposed acquisition at their June 22nd meeting. They are scheduled to take action on a recommendation to the city council regarding this acquisition at their July 13th meeting.

City staff recommends approval of this action.

Economic and Community Development

Lincoln Jeffers
Director

Lewiston



2007



To: Planning Board
From: Lincoln Jeffers
RE: Acquisition of 2 and 26 Oxford Street
Date: July 23, 2015

The City has been approached by the owner of 2 and 26 Oxford Street offering the property to sale to the City. I was in front of the Planning Board on June 22nd and July 13th seeking a recommendation to the City Council regarding this proposed acquisition. The Planning Board posed further questions at their July 13th meeting which this memo will seek to address.

The Planning Board is being asked to make a recommendation on the City's acquisition of 2 and 26 Oxford Street; and on a related note, a recommendation on an expenditure exceeding \$100,000 that is not included in the LCIP. In regards to the expenditure outside of the LCIP, attached is a copy of the LCIP request for Acquisition/Demolition. It does not reference any specific properties, but it does articulate the reasons for funding such an account. Those reasons support this request.

A purchase price of \$315,000 has been negotiated to acquire both parcels. A copy of the Purchase and Sale agreement is attached. The price is below the Assessed Value of \$322,400, and below the \$340,000 value stated in an appraisal the seller had done.

Chief Assessor Bill Healey has noted the Assessed Value of the combined parcels will go down to \$293,770 in FY 16. Assessed Values rarely reflect market value. State aid formulas use the Total Assessed Valuation of each community in the state to determine how much state aid each community should receive. To make sure Assessed Values are not manipulated to increase the level of state funding received, every year the State Bureau of Taxation compares Assessed Values with actual sale values to derive a State Equalized Value Assessment Ratio for each community. It can be used to adjust Assessed Values to approximate market value of real estate. Lewiston's 2015 State Equalized Assessment Ratio is 87.6%. Dividing the Assessed Value of \$293,770 by that ratio indicates the approximate market value of the parcels is \$335,354. By each of these measures the City's purchase price is below market value.

As noted in my July 8th memo, but with further elaboration on each, the sources of the \$323,045 of city's funds for acquisition are:

- 1) \$147,485 in funds remaining from an insurance payment the city received for repair of the Bates Mill #5 roof. The building was on the path to likely demolition at that time and the decision was made to implement a less permanent repair to the roof.
- 2) \$50,000 in real estate purchase option payments paid to the city by promoters of a casino to be located in Bates Mill #5.
- 3) \$125,560 in accumulated investment earnings from bond money borrowed to make capital improvements to the Bates Mill complex. Funds were not immediately spent in their entirety when borrowed, and the balances were placed in investment accounts to earn interest until spent on the capital projects.

Norm Beauparlant's estimate for demolition of the property is \$22,200 - \$28,000. It is attached. The question was asked at the July 13th Planning Board meeting whether the demolition costs could be paid with CDBG funds. I have confirmed they can be.

The Planning Board asked for a more detailed proforma comparing the cost of leaving 2 and 26 Oxford Street in private hands paying real estate taxes, vs. the cost of the city turning it into a public parking lot. A revised proforma is attached, utilizing the revised Assessed Valuation noted above. The proforma includes stormwater fees that are currently being paid that would be paid by the city if converted to parking, debt service to be paid on the estimated \$85,000 to create a parking lot, and maintenance cost estimates for plowing, sanding, sweeping and landscaping. The costs to create and maintain the lot were provided by Public Works. The lot would not have parking attendant. Monthly parking fees would be collected by the City's finance department. No additional staff will be needed to collect fees or monitor the lot, so no costs for such services were included in the proforma.

In the first proforma provided to the Planning Board, I held both the Current Assessed Value and the Revenue columns static, with a 60% occupancy level for the lot, as requested by the board. In the revised proforma the tenancy is at 60% in years 1 and 2; 80% in years 3-5; and 100% in years 5 -10. These assumptions are not unreasonable in that this land is being recommended for acquisition in the near term to help meet the parking demand that will be generated by redevelopment of Bates Mill #5, 35 Beech Street (PAMCO mill), the Dominican Block, and other properties in the Riverfront Island Area. Tenancy in the surface lot at the corner of Chestnut and Lincoln Street is 100% and has been for several years. The Chestnut Street Parking Garage has 610 spaces, with 631 monthly pass holders. The Lincoln Street Garage and lot have 460 spaces and 422 pass holders. If Bates #5 goes forward, early parking estimates are for 800 or more spaces. If any of the aforementioned redevelopment projects go forward, the city has limited capacity to absorb a quick increase in parking needs. Without adequate parking availability, projects won't go forward. Surface parking can be quickly developed at a fraction of the cost of decked parking and can be converted to higher and better uses when the market demands and opportunity arises. Current cost estimates for decked parking are \$20,000 per space.

Some on the Planning Board are of the opinion that redevelopment of 2 and 26 Oxford Street can be better controlled by zoning and land use regulations, including the adoption of a form based code. While these are powerful tools, they are not as powerful as owning real estate and deciding who to sell to in the future. The land is in the Riverfront Zone, which, in addition to other uses, allows congregate care facilities, nursing homes, community gardens, commercial parking facilities, museums, libraries and non-profit art galleries and theaters, day care centers, and transit facilities. Each of these uses is desirable in the right place, but some would argue 2 and 26 Oxford Street is not the right place. If the city does not own the real estate, anyone who wishes to develop the real estate for one of these purposes who meet development review criteria must be approved. Owning the real estate adds another measure of control beyond zoning as to how the site is used in the future.

City staff recommends this real estate be acquired and controlled by the City. It has both near and long term strategic value to the city. For the mills and historic properties proximal to this land to be redeveloped into the uses envisioned in the Riverfront Island Master Plan, more parking will be needed. Current market lease rates in Lewiston do not support the creation of parking by the private sector. It is a role that has been played by the city for the last 25 years and which will need to continue to be played for the foreseeable future. For the city to do nothing, the status quo will remain. To move the community forward, action is required.

City investments in parking and other support for private sector investment are evaluated by the City Council for their return on investment to the city, which could be realized in tax base expansion, job creation, blight removal, or the implementation of a plan. The Riverfront Island Master Plan, for which the Planning Board unanimously urged that it be given charge of implementing, calls for Oxford Street to be redeveloped with infill housing in mixed used buildings which will bring people and vitality to Oxford Street and rest of the master plan area.

As to parking, the Riverfront Island Master Plan notes:

“ . . . the 610 space Chestnut Street Garage and the 337 space Lincoln Street Garage have been integral to the success of recent redevelopment efforts (e.g. in the Bates Mill Complex), providing nearby parking for employees and visitors. Today, those structures are well used during the work week, with peak utilizations rates of 85% and higher . . . As redevelopment of the Riverfront Island area continues – with potential for more retail, office and housing- new destinations will, over time, bring demand for more parking. When the district’s public parking supply is operating at full capacity during peak periods, additional structured parking will likely be needed if the area is to continue to attract new businesses and housing.”

The plan also notes there is underutilized privately owned parking in the area, and recommends working with those property owners to allow parking on their lots on an interim basis. Owners of those lots were not receptive to initial inquiries for shared parking agreements. The PAMCO mill has changed ownership since the plan was developed, and the Continental Mill has been optioned by an investment group. Those shared parking arrangements, if they can be developed at all, will likely be short lived as those mills are redeveloped.

This real estate is in the heart of Riverfront Island. Ownership of the land would allow the city to define the character of the redevelopment of that area of the city. In the short term, the real estate can be used as surface parking to help meet parking demand as Bates and other Riverfront Island area mills are redeveloped; delaying or reducing the need for decked parking. Redevelopment of the other mills will revitalize the area, creating jobs and expanding the tax base. In the longer term, the site could be redeveloped as envisioned in the Riverfront Island Master Plan.

City staff recommends that the Planning Board send a positive recommendation to the City Council regarding acquisition of 2 and 26 Oxford Street as well as a positive recommendation for an expenditure exceeding \$100,000 that was not specifically listed in the LCIP. Acquisition of the real estate will support both short and long term goals of the Riverfront Island Master Plan.

The City Council is scheduled to take action on this acquisition at their August 11th meeting.

**FY 2016 Lewiston Capital Improvement Program
Project Description Form**

Project Title: Acquisition/Demolition

Operational Funding Division: Econ. & Comm. Development **Project Name:** Acquisition/Demolition

Est. Total Cost FY 2016:	350,000	Est. Total Cost FY 2016-2020:	1,750,000
City Share FY 2016:	300,000	City Share FY 2016-2020:	1,500,000

Project Description: Removal of derelict buildings in the downtown area for repurposing.

Consistency with the Comprehensive or Strategic Plans or other related planning documents:

Assemblage of parcels to remove blight and support redevelopment are consistent with the Downtown Master Plan that was adopted as part of the City's Comprehensive Plan. The Riverfront Island section of the 2010 Strategic Plan recommends evaluating and pursuing appropriate opportunities for land assemblage and land banking that will further support the long term goals of the City. The Downtown Neighborhood Action Plan calls for stepped up code enforcement, the end result of which may be demolition. The draft 2014 Legacy Lewiston Comprehensive Plan calls for being more selective in determining which properties to demolish and to actively seek and get site control of properties with redevelopment potential.

Justification for project implementation/construction and segments, if applicable:

The majority of the city's downtown housing stock was built before 1940. Some of it is in very poor condition. The city has increased its code enforcement efforts over the last several years, including identifying and having the council take action to condemn uninhabitable derelict properties; resulting in the demolition by the city of 49 buildings that had 206 housing units in them since 2011. These efforts have reduced the inventory of derelict and abandoned properties, but more remains to be done. Currently 27 buildings totaling 53 housing units have been condemned by the city and are slated for demolition. 21 buildings totaling 71 units have been condemned by the city but are undergoing renovations by private entities. These efforts will result in a better quality housing stock and increased tenancy in the properties that remain.

Future maintenance costs if known, including contracts and special service requirements:

If post demolition properties are loamed and seeded mowing will be required.

How were cost estimates obtained and expenditure commitment:

Estimate is based on the cost of recent clean-up and demolition activities, a projection of properties to be demolished, recognition of the possible need for strategic acquisition to further city goals, and funds remaining from past bond/CDBG

FUNDING SOURCES

Source	Amount				
City Operating Budget	1,500,000				
City Bond Issue					
Federal/State Funding	250,000	Agency:	<u>CDBG</u>	Approval Received?	No
Other Agency/Municipality		Agency:		Approval Received?	Yes No
Total Project Costs	1,750,000				

IMPLEMENTATION SCHEDULE (Fiscal Years)

	2016	2017	2018	2019	2020	Future
Total Project Cost	350,000	350,000	350,000	350,000	350,000	
Non-City Share	50,000	50,000	50,000	50,000	50,000	
City Share	300,000	300,000	300,000	300,000	300,000	0

Attach on separate page(s)/sheet additional information (if needed)

TO: Ed Barrett, City Administrator
 FROM: Norman J. Beauparlant, Director of Budget/Purchasing
 SUBJECT: 2 Oxford Street (probable demolition cost)
 DATE: June 02, 2015

Following up to your request for an estimate of complete demolition cost of the structures at 2 Oxford Street, the following, lists items that were considered in estimating the probable demolition cost but carries a limited amount for ACM.

Given the fact that an environmental evaluation has not been done, some base line assumptions were made based on the visual assessment that I was able to do today. In addition to the site walk which included an exterior walk only, I have reviewed the City Assessment records on the structure involved and have made some base line estimates on the demolition techniques that will be used.

Assumption used:

1. The structure at 2 Oxford St. will be demolished with the foundation to be fully removed.
2. The structure has hot water baseboard. therefore ACM pipe covering is not an issue
3. Floor covering & roofing are often an issue in a building of this age (built in 1963). Any ACM Material would be identified in an impact survey.
4. Furnace may have ACM Issues.
5. No UST exists to be dealt with and assessment shows oil as the heating fuel
6. Demolition to be done consistent with City standards for separation of materials.
7. Foundation to be fully removed, slab on grade with frost walls only
8. Building Tonnage est. at 80 tons based on it being a concrete structure with only wood partitions and roof deck. The structure has 10,140 sq.ft.and is all one level on .57 of an acre of land.
9. CMU walls and concrete frost wall would go to city quarry

Summary Estimate:	Cost Range
ACM Demolition Assessment/work plan/abatement	\$2000-3,000
ACM Abatement (est. for Flooring that may be Positive) (10,140 sq. feet per floor x 20% x \$3.00/sq.)	\$5,000-6,000
ACM Monitoring	\$500-1,000
Demolition (removing all foundations and filling foundation hole)	\$9,000-11,000
Tipping Fees (wood waste to ReEnergy @ \$70./ton X 80 tons.)	\$5,000-6,000
Tipping Fees (waste material to Bio -Fuels @ \$70/ton X 10 tons)	\$700-1,000
Total Estimated Demolition Cost	\$22,200-\$28,000

Note: Given the location of the structure , a Phase 1 environmental assessment should be done as part of any P&S agreement

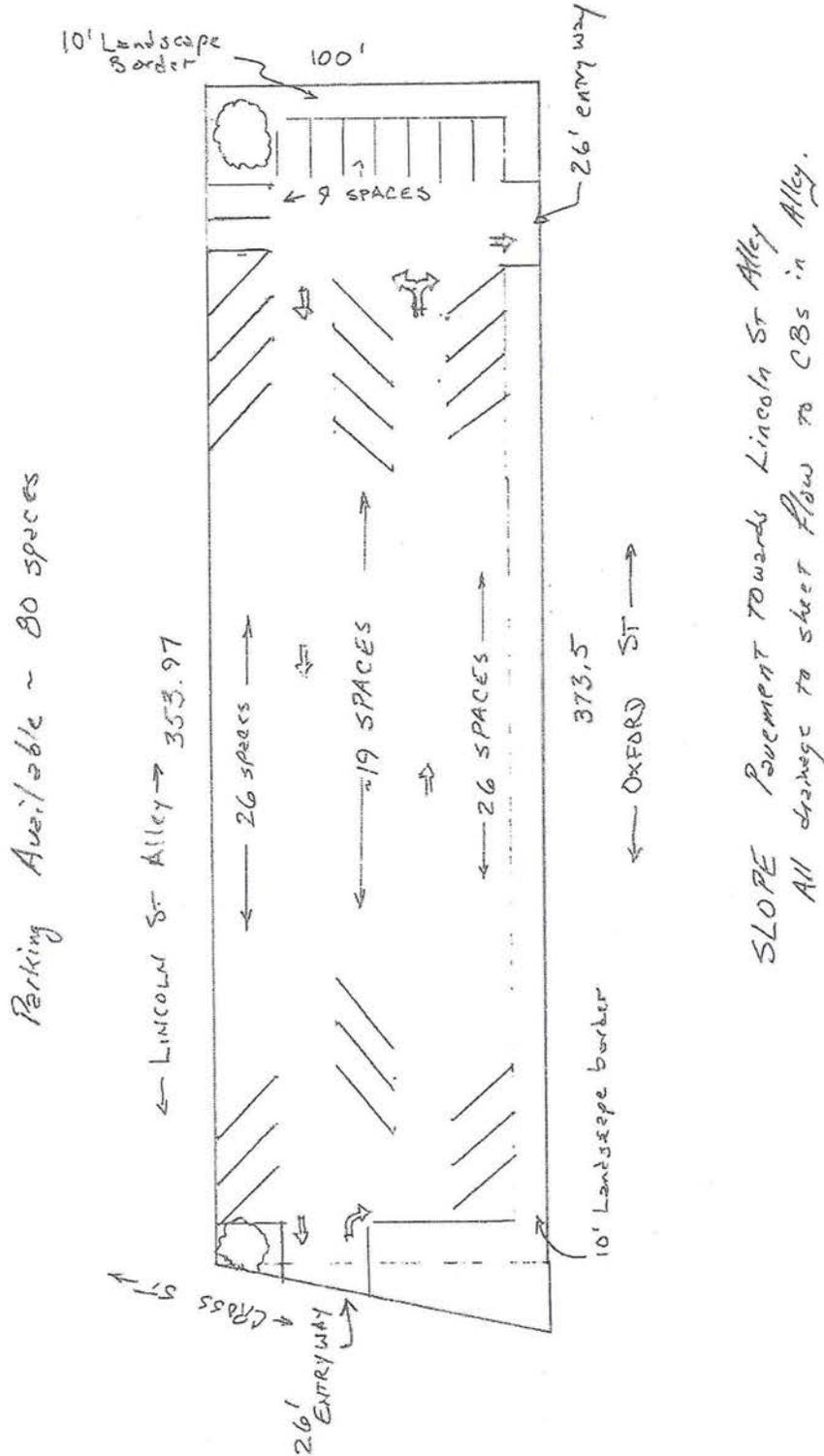


Lewiston
Maine
Setting the Pace

DEPARTMENT OF PUBLIC SERVICES
ENGINEERING DIVISION

BY _____ DATE _____
CK _____ DATE _____
SCALE: _____

PROJECT: TEMP. Parking LOT 2 @ 26 Oxford St





COST ESTIMATE

Assumes

- (1) Slab and Foundations removed to 3 ft below grade.
- (2) Remove existing scrub vegetation (save trees near southern end)
- (3) Lighting mounted on existing poles along Cross St & Oxford St

Clearing & Grubbing Site \$ 1500.-

Structural Fill 750 CY Gravel \$ 7500.-

Paving 3" of 12.5 mm @ 570 tons = \$44,000.-

Landscaping

100m 250 CY = \$2500.-

Plantings = 12,550.-

LIGHTING

3 lamps = 1500.-

Subtotal = 69,500.-

Conting 10% = 6,950.-
76,450.-

Engineering: Administration = 7,645.-
84,095.-

SAY \$ 85,000.-

Redevelopment of 2 and 26 Oxford Street into 80 Space Parking Lot

Year	Current AV	Taxes		Stormwater		Proforma Revenue (1)		Difference	Debt (2)	Maintenance (3)	Stormwater	Net to City
		0.02737										
1	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 28,800	\$ 19,360	\$ 11,263	\$ 10,150	\$ 1,400	\$ (3,453)		
2	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 28,800	\$ 19,360	\$ 10,986	\$ 10,150	\$ 1,400	\$ (3,177)		
3	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 38,400	\$ 28,960	\$ 10,710	\$ 10,150	\$ 1,400	\$ 6,700		
4	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 38,400	\$ 28,960	\$ 10,434	\$ 10,150	\$ 1,400	\$ 6,976		
5	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 38,400	\$ 28,960	\$ 10,158	\$ 10,150	\$ 1,400	\$ 7,252		
6	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 9,881	\$ 10,150	\$ 1,400	\$ 17,128		
7	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 9,605	\$ 10,150	\$ 1,400	\$ 17,405		
8	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 9,329	\$ 10,150	\$ 1,400	\$ 17,681		
9	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 9,053	\$ 10,150	\$ 1,400	\$ 17,957		
10	\$ 293,770	\$ 8,040	\$ 1,400	\$ 9,440	\$ 48,000	\$ 38,560	\$ 8,776	\$ 10,150	\$ 1,400	\$ 18,233		
				\$ 94,405						\$ 102,701		

(1) Revenues on 80 spaces at 60% occupancy at the rate of \$50 per month for Years 1 and 2, increasing to 80% occupancy Years 3 -5, 100% years 6-10

(2) Serial Debt on \$ 85,000 for 10 years @ 3.25% interest

(3) 12 storms plow/sand @ \$500 per storm; 15 sand only events @ \$200 per event; spring sweep \$750; Landscape maintenance \$400 annual

LEWISTON CITY COUNCIL
MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Resolve - Authorizing the Transfer of \$724,939 of Surplus Utility Bond proceeds.

INFORMATION:

This request for a transfer of project funds is from Public Works Director Dave Jones. He is requesting transferring funds from the Jepson Brook Sewer Separation projects fund to be used toward other Combined Sewer Overflow (CSO) project costs. Please see the attached memo for additional information on this item.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/KMM

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve authorizing the transfer of \$724,939 of surplus Utility Bond proceeds.



City of Lewiston Maine
City Council Order
August 11, 2015



RESOLVE, Authorizing the Transfer of \$724,939 of Surplus Utility Bond Proceeds.

WHEREAS, the completed Jepson Brook Drainage sewer and stormwater project produced surplus proceeds of \$550,000 for each utility due to competitive bids received; and

WHEREAS, remaining available Jepson Brook funds total \$724,939; and

WHEREAS, the Public Works Department has identified the next planned combined sewer overflow projects, sewer rehabilitation projects, and the completion of the North Temple storm drain replacement projects as appropriate ones to utilize the available surplus bond proceeds;

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON that the transfers of \$360,517.81 in surplus sewer bond proceeds and \$364,421.19 in surplus stormwater proceeds is hereby approved for the purpose of funding \$396,638.49 in additional CSO separation projects, \$208,300.51 in additional sewer rehabilitation work, and \$120,000 to replace the North Temple storm drain..



Department of Public Works

David A. Jones, PE
Director



DATE: July 31, 2015

TO: David A. Jones, PE, Director

FROM: Richard C. Burnham PE, City Engineer

SUBJECT: Transfer of Funds Request from Various Bond Issues

Public works is respectfully requesting that the City Council consider transferring monies from completed Jepson Brook CSO projects to other CSO projects and Storm Water Projects as listed in the included table.

The Jepson Brook Sewer Separation projects have come in under budget due to favorable contractor prices and reduced scoping. As a result, the remaining available funding will not be used. We have identified the next planned CSO separation projects to transfer surplus bond money. The projects needing the transfer will continue additional sewer separation work that would be included in the 2017 LCIP, with the exception of North Temple Storm Drain being a straight forward storm drain upgrade and the engineering estimate showing the need for the extra money. This project was listed in the 2015 LCIP. Transferring these funds will eliminate the need for future bond funding for this work.

Public Works is requesting a transfer of funds from the Jepson Brook Sewer Separation accounts as follows:

Transfer From Fund/Year/Account #	Available Funding \$*	Transfer to Project	Transfer Amount \$
FY13 Sewer	\$92,217.30	CSO Separation - Sewer	\$92,217.30
FY13 Storm	\$101,554.37	CSO Separation - Stormwater	\$101,554.37
FY14 Sewer	\$268,300.51	Sewer Rehabilitation	\$208,300.51
		CSO Separation - Sewer	\$60,000.00
		Total	\$268,300.51
FY14 Storm	\$262,866.82	CSO Separation - Stormwater	\$142,866.82
		North Temple Storm Drain	\$120,000.00
		Total	\$262,866.82

LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Order taking possession of Tax Acquired Property at 112 Holland Street.

INFORMATION:

In 2014, the City Council condemned the property at 112 Holland Street and ordered its demolition. Since then, tax liens on the property have matured and, in spite of collection efforts, remain unpaid. At this time, the balances due to the City include \$7,630.57 in real estate taxes and interest, \$1,649.07 in utility bills, and \$28,195.65 in demolition fees for a total of \$37,475.29.

Given the matured tax liens, the attached order would authorize the City to take possession of the property.

Given its size and location, the City has no need to retain ownership of this parcel. As a result, staff recommends that it be sold. To do so, a recommendation must first be sought from the Planning Board. This order also includes a request to the Board for such a recommendation. Finally, it also authorizes staff to take steps to dispose of the property, subject to a positive recommendation from the Board.

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 taking possession of Tax Acquired Property at 112 Holland Street.



COUNCIL ORDER

Order, Taking Possession of Tax Acquired Property at 112 Holland Street.

Whereas, tax liens have matured on the property at 112 Holland Street; and

Whereas, the structure on this property was condemned by the City Council and ordered demolished in 2014; and

Whereas, the balances due to the City include \$7,630.57 in real estate taxes and interest, \$1,649.07 in utility bills, and \$28,195.65 in demolition fees for a total of \$37,475.29; and

Whereas, after numerous attempts to contact the owners through the collection and tax lien process and in accordance with City Policy #92, Properties with Matured Tax or Sewer Liens, a thirty-day matured lien demand letter was sent to property owners in which they were informed that if amounts due the City were not paid, the City Council would consider taking possession of the property; and

Whereas, in spite of these efforts, the amounts due to the City have not been paid; and

Whereas, as a result, it is appropriate for the City Council to act to take possession of these properties; and

Whereas, given the location and size of the property, the City has no reason to maintain ownership; and

Whereas, in accordance with City Ordinances, the Planning Board must provide a recommendation on the disposition of property;

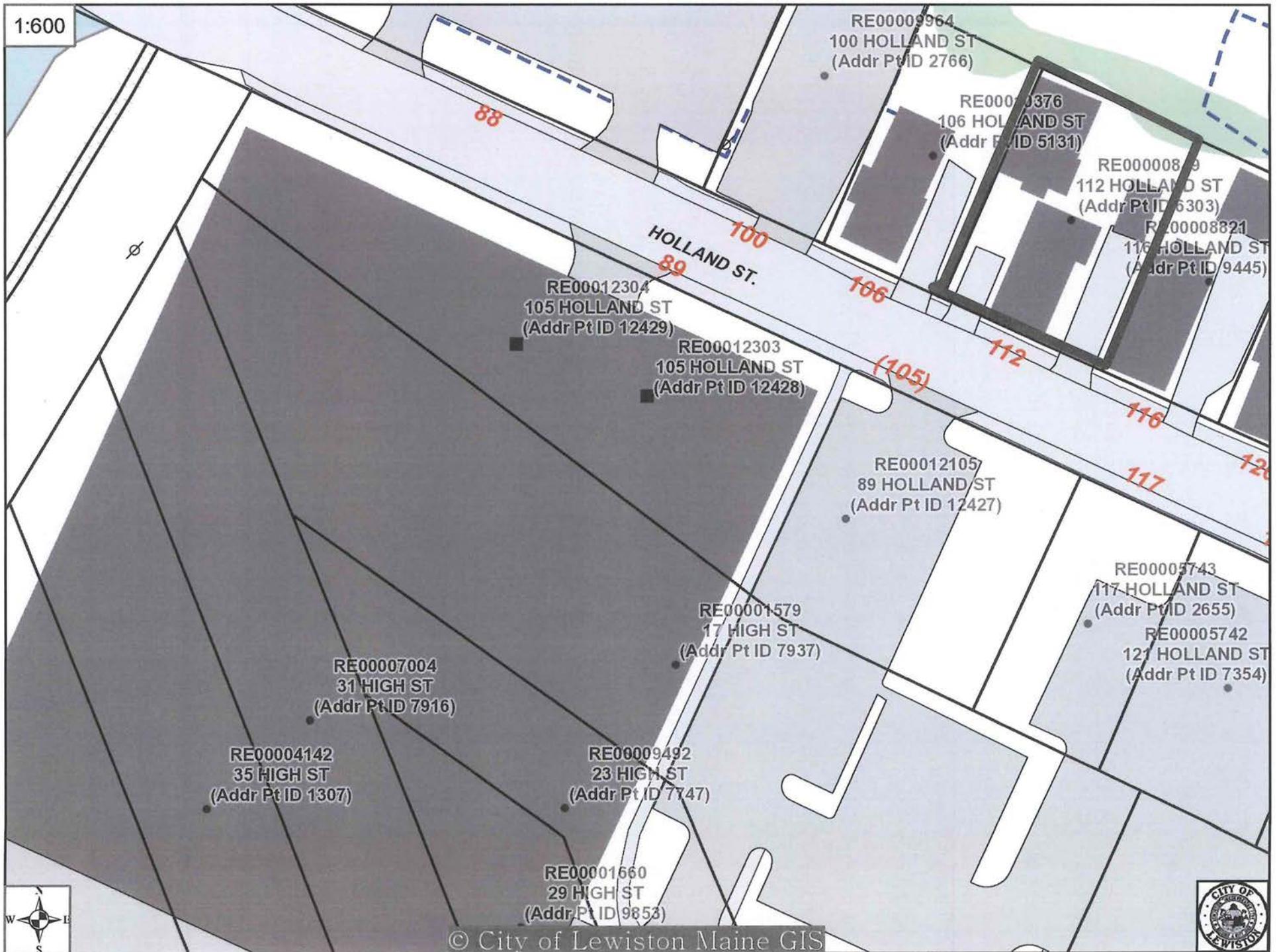
Now, therefore, be it Ordered by the City Council of the City of Lewiston that, based on matured tax liens, the City take formal possession of the property located at 112 Holland Street; and

Be it Further Ordered, that

A formal request is hereby made to the Planning Board for a recommendation on the disposition of this property; and

Be it Further Ordered, that, subject to a positive recommendation from the Planning Board, the City Administrator is authorized to take the necessary steps to sell the property at 112 Holland Street.

1:600



RE00009964
100 HOLLAND ST
(Addr Pt ID 2766)

RE00003376
106 HOLLAND ST
(Addr Pt ID 5131)

RE00000819
112 HOLLAND ST
(Addr Pt ID 6303)

RE00008821
116 HOLLAND ST
(Addr Pt ID 9445)

RE00012304
105 HOLLAND ST
(Addr Pt ID 12429)

RE00012303
105 HOLLAND ST
(Addr Pt ID 12428)

RE00012105
89 HOLLAND ST
(Addr Pt ID 12427)

RE00001579
17 HIGH ST
(Addr Pt ID 7937)

RE00005743
117 HOLLAND ST
(Addr Pt ID 2655)

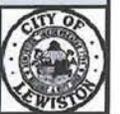
RE00005742
127 HOLLAND ST
(Addr Pt ID 7354)

RE00007004
31 HIGH ST
(Addr Pt ID 7916)

RE00004142
35 HIGH ST
(Addr Pt ID 1307)

RE00009492
23 HIGH ST
(Addr Pt ID 7747)

RE00001660
29 HIGH ST
(Addr Pt ID 9853)



LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Order - Authorizing the City Administrator to enter into a Master Lease Agreement with Portland Cellular Partnership, a Maine General Partnership d/b/a Verizon Wireless, for Installation, Maintenance and Operation of Communications Equipment in and/or upon some of the City's buildings and other facilities.

INFORMATION:

The City has been in conversations with a representative of Verizon Wireless which is seeking to potentially locate certain wireless/cell related equipment in or on City owned property. In particular, they are seeking locations for a number of "mini-hubs" for cell service that are designed to divert traffic from a number of their main installations that at or near service capacity. These hubs could be located in buildings or, more likely, on city owned poles such as traffic signal poles. Verizon would pay a monthly fee for each installation. Verizon has proposed entering into a master lease that would outline the general terms and conditions for such installations. Staff, with the assistance of the City Attorney, has negotiated such a lease, a copy of which is attached. Addendums outlining any additional conditions would then be agreed to for each separate location at which Verizon locates such equipment. The City would have to approve each location individually. Please note also that this agreement does not provide Verizon with any exclusive rights to locate equipment except in instances, such as an individual City pole, where equipment of other providers could not be located. Approval of this master lease will allow the process to proceed to the next phase of identifying specific locations and negotiating addendums covering them.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to enter into a Master Lease Agreement with Portland Cellular Partnership, a Maine General Partnership d/b/a Verizon Wireless, for Installation, Maintenance and Operation of Communications Equipment in and/or upon some of the City's buildings and other facilities.



CITY OF LEWISTON, MAINE

August 11, 2015

COUNCIL ORDER

Order, Authorizing the City Administrator to Enter into a Master Lease Agreement with Portland Cellular Partnership, a Maine General Partnership d/b/a Verizon Wireless, for Installation, Maintenance and Operation of Communications Equipment in and/or upon Certain of the City's Buildings and Other Facilities.

Whereas, the City has been approached by a representative of Verizon Wireless seeking to potentially locate certain wireless/cell related equipment on City owned property; and

Whereas, in particular, they are seeking locations for a number of "mini-hubs" for cell service that are designed to divert traffic from a number of their main installations that are at or near service capacity; and

Whereas, these hubs could be located in buildings or, more likely, on city owned poles such as traffic signal poles; and

Whereas, Verizon would pay a monthly fee for each installation; and

Whereas, Verizon has proposed entering into a master lease that would outline the general terms and conditions for such installations; and

Whereas, additional individual addendums would then be agreed to for each separate location, which would outline any additional conditions for that location as well as the monthly fee to be paid;

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

The City Administrator is hereby authorized to execute a master lease agreement with Portland Cellular Partnership, d/b/a/ Verizon Wireless, in a form substantially as attached hereto for the installation of wireless/cell related equipment on City owned property and to enter into such addenda as may be required for individual locations.

MASTER LEASE AGREEMENT

(Small Cell)

This Master Lease Agreement (the "Agreement") made this ___ day of _____, 2015, between the City of Lewiston, Maine, a body corporate and politic with its principal offices located at 27 Pine Street, Lewiston, Maine 04240, hereinafter designated LESSOR and Portland Cellular Partnership, a Maine general partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LESSOR is the owner of or holds a leasehold interest in certain buildings and facilities, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to LESSEE; and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment in and/or upon certain of LESSOR's buildings and other facilities, such as utility, traffic and light poles ("Poles"); and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to lease; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSOR and/or LESSEE in different geographic areas and as a result, each Supplement may be signed by LESSEE and LESSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in the subject building or facility, in the case of LESSOR, and the entity holding the FCC license in the subject geographic location, in the case of LESSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES.

a. Building Collocations: Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space

within (the "Floor Space") and/or on the roof (the "Rooftop Space") of LESSOR's building identified in the applicable Supplement (the "Building", and the Building and LESSOR's surrounding real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. If access to the building is required during non-business hours, LESSEE shall provide as much advance notice as is practical under the circumstances to LESSOR of any need to have access to the Building and LESSOR shall undertake commercially reasonable efforts to provide access as soon as reasonably possible. LESSEE shall bear the cost of any overtime expense incurred by LESSOR in order to provide non-business hours access. Specific policies and procedures for access shall be set forth in the applicable Supplement in order for LESSEE to have access when needed during emergencies. The Floor Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and shall be as described in a Supplement to be executed by the Parties. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities at no cost or expense to LESSOR, on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

b. Pole Attachments: Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space on its utility/ traffic/ light Pole, etc. (the "Pole Space") situated on the property identified in the applicable Supplement (the "Property") for the installation, operation and maintenance of communications equipment; together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between the Pole Space and to all necessary electrical and telephone utility sources located on or adjacent to the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Pole Space and Cabling Space are hereinafter collectively referred to as the "Premises" and shall be as described in a Supplement to be executed by the Parties. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider, at no cost or expense to LESSOR, the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. LESSOR makes no representation or warranty with regard to the rights of LESSEE to connect to any applicable utility. LESSEE shall be solely responsible for determining whether permission is required and for securing any such permission.

2. CONDITION OF PROPERTY.

a. Building Collocations: LESSOR shall deliver the Premises to LESSEE clean and free of debris. Any Premises delivered to LESSEE hereunder are leased on an "as is" basis. LESSEE shall have the right to undertake, at its own expense, any inspections necessary to determine whether any proposed site meets its requirements. LESSOR agrees to inform LESSEE of any condition of the Premises of which LESSOR has knowledge that makes the Building or Property unsound, not in compliance with Laws or environmentally unsafe for purposes of LESSEE's proposed installation.

b. Pole Attachments: LESSOR shall deliver the Premises to LESSEE on an "as is" basis. LESSEE shall have the right to undertake, at its own expense, any inspections necessary to determine whether any proposed site meets its requirements.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the date set forth in the applicable Supplement (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the payee designated by LESSOR in the Supplement or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement if a specific date is not set forth.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) for any Building Co-location, documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits under each Supplement, and for any Pole Attachment, a letter stating LESSOR's good faith belief that it has title to the Pole and the basis therefor, including any supporting documentation in LESSOR's possession; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE

shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. Except as set forth at Section I(b) above, LESSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access to the Premises.

a. Building Collocations: If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install, at its sole cost and expense, an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall, at its sole cost and expense, furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption for each Supplement on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity. The specifics of sub-metering, if applicable, and payment to LESSOR, shall be dealt with in the applicable Supplement. All invoices for power consumption shall be sent by LESSOR to Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 (or emailed to: livebills@ecova.com), telephone number 1-866-322-4547, shall be provided to LESSEE within one hundred eighty (180) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period for any Supplement, LESSOR waives any right to collect any electrical charges from LESSEE for the subject calendar year for such Supplement. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

b. Pole Attachments: Metering and payment of electricity shall be addressed in each applicable Supplement.

For building collocations, LESSEE shall, at its sole cost and expense, be permitted at any time during the Term of each Supplement to install, maintain and/or provide access to and use of,

as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, subject to the written approval of any location for such conduits by LESSOR, not to be unreasonably withheld.

5. EXTENSIONS. Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. Subject to the interference provisions set forth in Paragraph 11, LESSEE shall have the right to replace, repair, or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term; provided, however, LESSEE shall obtain LESSOR's prior written consent, which consent shall not be unreasonably withheld, prior to adding or modifying any equipment in a manner which increases the size of the Premises occupied by LESSEE or increases the structural loading on any Pole or Building. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall refrain from knowingly taking any action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, (iv) LESSEE determines that any structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate the applicable Supplement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR, without any refund or proration. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR for the terminated Supplement.

7. INDEMNIFICATION. Subject to Paragraph 8 below, and subject to any limitations on liability created by any statutory immunity to which LESSOR is entitled, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. It is the express understanding of the parties that LESSOR' does not intend to, and is not, waiving, limiting, or otherwise modifying, any statutory immunity by entering into this Lease.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at

LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In the event that such interference impacts municipal emergency response capabilities, then LESSEE will immediately disable the source of the interference. In no event will LESSOR be entitled to terminate a Supplement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Supplement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed, provided that Lessee is undertaking ongoing commercially reasonable efforts to remove the its personal property from the Premises.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term of any Supplement to assign its rights under such Supplement or grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE (i.e., the portion exclusively occupied by LESSEE), or a larger portion thereof, for the purpose of -operating and maintaining or managing communications facilities which include the communications facility of LESSEE, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may assign the Supplement and/or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. LESSEE acknowledges that this paragraph does not apply to a lease or license by LESSOR to other users desiring to co-locate on the Building or Property in areas not exclusively occupied by LESSEE, and such leases and licenses for co-location shall not give rise to a right of first refusal in favor of LESSEE.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Building thereon to

a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LESSEE's rights hereunder and under the terms of the Supplement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement whereby the third party agrees in writing to assume all obligations of LESSOR under the Supplement, then LESSOR shall not be released from its obligations to LESSEE under the Supplement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Supplement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of each Supplement, and covenants during the Term that (i) to LESSOR's knowledge LESSOR is seized of good and sufficient title and interest to the Property and (ii) LESSOR has full authority to enter into and execute the Supplement. LESSOR further covenants during the Term that to LESSOR's knowledge there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that to LESSOR's knowledge there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Lewiston
27 Pine Street
Lewiston, Maine 04240
Attention: City Administrator

LESSEE: Portland Cellular Partnership

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of each Supplement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion. The time for completion of any action required by this section shall be automatically extended without the need for notice or agreement by the parties to the extent that such action is prevented by conditions or actions beyond the control of Lessor.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, and if the default is not cured within the applicable notice and cure period, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE

may offset the full undisputed amount due against all fees due and owing to LESSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not

completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, to the extent necessary to permit LESSEE's intended use of the Premises, LESSOR shall maintain the Property, (and in the case of a building collocation, the Building, Building systems, common areas of the Building, and all structural elements of the Premises) in material compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

24. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF LEWISTON

By: _____
Print Name: _____
Its: _____
Date: _____

WITNESS

LESSEE:

PORTLAND CELLULAR PARTNERSHIP
d/b/a Verizon Wireless

By: Cellco Partnership
Its: General Partner

By: _____
David R. Heverling
Its: Area Vice President Network
Date: _____

WITNESS

EXHIBIT "A"

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this ____ day of _____, _____, between <ENTITY NAME>, a <TYPE OF ORGANIZATION>, whose principal place of business is <Address>, City, State, ("Lessor"), and <VERIZON WIRELESS ENTITY>, a Delaware limited partnership, d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Lewiston, Maine and Portland Cellular Partnership d/b/a Verizon Wireless dated _____, 2015, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at <INSERT SITE ADDRESS>, as follow:

_____ (the "Premises"). The Premises are as shown on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be _____.

4. **Consideration.** Rent under this Supplement shall be <ANNUAL RENT> per year, payable to <PAYEE> at <REMITTANCE ADDRESS>. In consideration for electrical service, metering and payment of electrical charges shall be handled as follows:

5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LESSOR

<ENTITY NAME>

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

LESSEE

<VERIZON WIRELESS ENTITY>

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1
SITE PLAN OF PREMISES

LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

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

INFORMATION:

The City of Lewiston entered into an agreement to employ Edward A. Barrett as City Administrator on December 1, 2009 that was subsequently amended in December 2011, February 2013 and December 2013. The attached Order would authorize the Mayor to execute an amendment to that agreement allowing for a salary adjustment in the same amount and effective at the same time as the adjustment provided during FY15 for non-unionized personnel. This will provide for a 1.5% salary adjustment effective January 7, 2015 and will increase the Administrator's base salary from \$121,290 to \$123,109.

A copy of the amendment is attached along with a copy of the current employment agreement and prior amendments.

These changes come forward following completion by the City Council of the Administrator's annual evaluation and approval of a salary adjustment for the non-union employees.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This is an employment contract issue handled by the City Council.

EA/BJ/kmm

REQUESTED ACTION:

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

To approve the Order authorizing the Mayor to execute Amendment Number Four to the employment agreement between the City of Lewiston and Edward A. Barrett.



COUNCIL ORDER

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

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

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

Whereas, the Council wishes to adjust the Administrator's salary by 1.5% effective in January 2015, the same increase provided to other non-represented employees of the City;

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

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

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

The employment agreement dated December 1, 2009 made and entered into by and between the CITY OF LEWISTON (Androscoggin County), State of Maine, a municipal corporation sometimes referred to as "City," and Edward A. Barrett of Lewiston, State of Maine, hereinafter sometimes referred to as "Employee", is hereby amended as follows as of this the 11th day of August, 2015.

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

- A. Base Salary: The City agrees to pay the Administrator an annual base salary of one hundred twenty-one thousand two hundred and ninety dollars (\$121,290) payable in installments in accordance with the City's usual payroll practices and procedures for management employees. The City Administrator shall receive the same percentage adjustment in his base salary as the City's non-unionized employees received during the City's Fiscal Year 2015, such adjustment to be retroactive to payroll checks issued on January 7, 2015, the same retroactive date used for the non-union adjustment.

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

CITY OF LEWISTON

Witness

By _____
Its Mayor

Witness

By _____
Edward A. Barrett

City Administrator Employment Agreement

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

WITNESSETH:

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

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

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

Section 1. Duties.

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

Section 2. Term.

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

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

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

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

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

Section 3: Compensation.

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

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

Section 4: Health, Dental, and Income Protection.

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

Section 5: Retirement.

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

Section 6: Automobile.

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

Section 7: Dues and Subscriptions.

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

Section 8: Professional Development.

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

Section 9: General Expenses

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

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

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

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

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

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

Section 10: Vacation and Holidays.

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

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

Section 11: Sick Leave.

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

Section 12: Hours of Work.

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

Section 13: Residency.

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

Section 14: Indemnification.

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

Section 15: Outside Work.

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

Section 16: Bonding.

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

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

Section 17: Other Terms and Conditions.

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

Section 18: General Provisions.

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

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

C. This Agreement shall become effective upon execution.

Section 19: Severability.

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

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

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

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

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

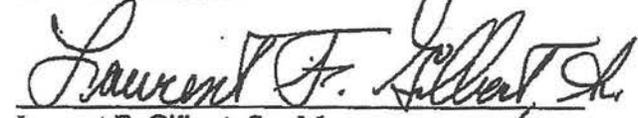
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of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

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


WITNESS


WITNESS


Edward A. Barrett


Laurent F. Gilbert, Sr., Mayor
City of Lewiston, Maine
Pursuant to vote of the City Council on
December 1st, 2009

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

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

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

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

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

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

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

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

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

CITY OF LEWISTON

Witness

By _____
Its Mayor

Witness

By _____
Edward A. Barrett

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

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

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

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

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

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

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

CITY OF LEWISTON

Witness

By _____
Its Mayor

Witness

By _____
Edward A. Barrett

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

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

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

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

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

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

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

CITY OF LEWISTON

Witness

By _____
Its Mayor

Witness

By _____
Edward A. Barrett

LEWISTON CITY COUNCIL
MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 16

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

SATB/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 Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL

MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 17

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.

LEWISTON CITY COUNCIL
MEETING OF AUGUST 11, 2015

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 18

SUBJECT:

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

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/ktmm

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) (D) to discuss Labor Negotiations regarding the city's six employee unions - International Association of Firefighters, Local 785; Maine State Employees Association, Local 1989; Maine Association of Police; Lewiston Police Supervisory Command Unit; Lewiston Professional Technical Unit, Local 3855 and Lewiston Public Works Unit, Local 1458.