

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
MARCH 15, 2016**

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

- A. Presentation on Raise Op Housing Cooperative
- B. Recommendation on Armory Cell Antenna Lease
- C. Discussion regarding City Ordinance Limiting the Number of Dogs

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

Pledge of Allegiance to the Flag.  
Moment of Silence.

Update from the Lewiston Youth Advisory Council  
Acceptance of minutes of the meeting of March 1, 2016.

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 6.

**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 to accept transfer of forfeiture funds.
- \* 2. Accepting a Grant from the State of Maine Department of Environmental Protection for Nonpoint Source Pollution Control Projects, Watershed Based Plan Implementation for the Urban Impaired Stream of Hart Brook.

**REGULAR BUSINESS:**

- 3. Public Hearing on a new liquor license application for Apple Valley Golf Course, 315 Pinewoods Road.
- 4. Public Hearing on a new liquor license application for Pure Thai Kitchen, 65 College Street.
- 5. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Carlton Club, Inc., 25 Sabattus Street.
- 6. Public Hearing & First Passage for Land Use Amendments regarding Fitness and Recreational Sports Centers.
- 7. Amendments to the Facility Use Policy regarding the use of the Amphitheater and Gazebo.
- 8. Order approving the third Extension of the Purchase and Sale Agreement for 139 and 155 Bartlett Street and 116 and 122 Pierce Street.

9. Update from the Lewiston School Committee Representative.
10. Reports and Updates.
11. Any other City Business Councilors or others may have relating to Lewiston City Government.
12. Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
13. Executive Session to discuss labor union negotiations regarding the city's six employee unions.

LEWISTON CITY COUNCIL  
WORKSHOP AGENDA  
TUESDAY, MARCH 15, 2016 at 6:00 PM

1. Presentation on Raise Op Housing Cooperative – 15 minutes

Craig Saddlemire, Cooperative Organizer for the Raise Op Housing Cooperative, has requested the opportunity to make a short presentation to the Council on this effort.

2. Recommendation on Armory Cell Antenna Lease – 10 minutes

The City periodically receives inquiries from companies that identify potential cell antenna locations, look to “buy out” any existing leases for equipment already in place, and attempt to market the location to other potential users. We would like to discuss these inquiries with you. Please see the attached memo from Deputy Administrator Phil Nadeau.

3. Ordinance Limiting the Number of Dogs – 30 minutes

The City Council previously discussed this issue and raised a number of questions/asked for additional information. Please see the attached memo that outlines the various options that are available and provides additional information on various issues.

IMMEDIATELY FOLLOWING THE REGULAR MEETING

4. Executive Session – Land disposition
5. Executive Session – Labor Negotiations



The Office of  
Deputy City Administrator  
Phil Nadeau  
**MEMORANDUM**

TO: Mayor and City Council  
FR: Phil Nadeau  
CC:  
RE: Armory Cell Antenna Installations Lease  
DT: March 15, 2016

Over the last few years, Administration has received numerous inquiries regarding purchasing the existing Armory June 2006 roof lease between the city and US Cellular. In August 2011, the City Council approved an amendment to the lease to allow for the six maximum number of antennae approved in the lease.

Currently, the Armory lease pays the city \$22,896 annually (\$1908 per month). The lease allows for that amount to be adjusted according to CPI. Given that we have approximately 10 years left on the lease, future proceeds from the existing lease would amount to approximately \$250,000 (computed at 2% CPI per year).

In every case, companies who are interested in the lease buyout are looking for deep payout discounts at the front end (for those looking for quick cash). In the last proposals we reviewed, it appears that those discounts would be in the vicinity of 50 to 65% of future lease earnings in exchange for an agreement which would allow for an expansion of cell antennae on the roof and 50% of future earnings.

Assuming similar rates for doubling the number of existing antennae in addition to the discounted payout, most agreements would yield the city roughly the same amount of long-term money (\$125,000 discount payout + \$125,000 revenue @50%=\$250,000) while doubling the number of antennae.

In short, we come away with very little improvement on future earnings unless we triple the number of antennae on the Armory roof to yield a net deal for the city (roughly an extra \$125,000 over ten years).

Given that the city has received no comments from neighbors on the existing number of antennae and the possible neighborhood (and other resident) reaction if we triple the number of antennae on the roof (along with the cost of an engineering study that would be required to assure us that roof loads would not be compromised), we seek your support to authorize Administration to reject all such inquiries/proposals for lease buy-backs until such time as the current lease has been exhausted.

The examples below serve only as examples of what can occur with a rooftop if sufficient cell antennae restrictions are not in place:





EXECUTIVE DEPARTMENT

Edward A. Barrett, City Administrator  
Phil Nadeau, Deputy City Administrator

March 10, 2016

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: Code of Ordinances Limit on Dogs

The current City Code limits the number of dogs that may be kept on any premises to three. The applicable provision of the ordinances is:

**Sec. 14-9. Number of dogs limited.**

- (a) It shall be unlawful for any person to keep or harbor within the city more than three dogs over four months old in or about any premises, house, barn or other building, or in or about all buildings on any one premises occupied by any one family, and the keeping or harboring of dogs as aforesaid is hereby declared to be a public nuisance.
- (b) The payment of the license or licenses on dogs required by Maine state law, as amended, shall not be construed to allow the keeping of more than three dogs, as aforesaid, on any one premises.
- (c) The limitations in this section shall not apply to any person, group of persons, or corporations engaged in the commercial business of breeding, buying, selling or boarding of dogs, or operating a veterinary hospital, providing a state kennel license is obtained if applicable.

Councilor Lajoie was recently contacted by a constituent who requested that this limitation be reviewed and reconsidered. This was initially discussed at a recent Council workshop and what follows expands upon the information and options presented at that time.

Current City staff is not aware of the background that lead to adopting a three dog limit. This section of our ordinances has apparently been in effect for some time. Staff speculates that this limit was chosen due to concerns relating to potential noise and nuisance issues arising from the ownership of a large number of dogs, particularly in the City's denser residential areas and multi-unit buildings.

**Dog Limits – Other Communities**

A review of the limits enforced by other communities in Maine determined that Bangor, Biddeford, South Portland, Waterville, and Westbrook all enforce a three dog limit. Auburn's limit is 3 dogs in multi-family units and 4 in single family. Brunswick, Sanford, and Scarborough have no limit.

A 2009, a national review of animal control ordinances in the 52 largest cities in the country found that 31 had some form of limitation on the number of pets allowed on a property where

21 did not. These limits took three forms: an absolute limit (ranging from 3 to 12); a limit that was based on lot size with a higher limit on larger lots; and a limit that could be exceeded with a permit that allowed for a higher number, with certain conditions tied to the permit.

Should the Council wish to address this issue, the possible alternatives are outlined below:

1. Retain the current three dog limit;

Based on the discussion at the initial workshop, the Council appears to be interested in modifying or eliminating this limit. It could, however, simply be left in place.

2. Increase the limit.

The simplest way to solve the immediate problem presented by the constituent who raised this concern would be to increase the limit to 4 dogs. That would allow this individual and others who currently or wish to own 4 dogs to do so and be in compliance with City ordinances.

3. Adopt an Ordinance with Variable Limits on Dog Ownership

An amended ordinance could draw a distinction between the permissible number of dogs based on the nature of the property involved. For example, Auburn draws a distinction between single family and multi-family properties. Other jurisdictions tie the allowable number of dogs to the size of the lot on which the animals are located. While this appears to take into account the potential for nuisance and care issues related to numerous dogs located either in one unit of a multi-family property or on a single family property with limited yard and buffer, this would most likely not resolve the issue of the constituent who appeared before you and would both increase the administrative burden associated with dog licensing and cause potential confusion among the public as to how many dogs are permissible.

4. Adopt a Limit But Allow for a Larger Number by Special Permit

A number of communities have adopted ordinances that limit dogs to a specific number, with 3 or 4 being the number most often selected. Some communities then offer a permit that allows for additional dogs subject to certain conditions. These communities normally also have a maximum upper limit for the number of dogs allowed on a particular property. This approach would require initial and annual inspections of the premises to ensure that they are adequate for the care of the animals, the animals are well maintained, and potential nuisances (such as the lack of adequate yard sanitation) are addressed. A copy of such an ordinance from Omaha, Nebraska is attached.

5. Eliminate the Limit

The final option would be to simply repeal the section of our ordinance limiting the number of dogs.

We believe that there are sound reasons to limit the total number of dogs allowed on an individual property, including ensuring an area's tranquility and protecting neighbors against the potential for greater noise and sanitation issues, protecting the health and welfare of the dogs, and limiting enforcement efforts involving animal nuisance issues.

It should be noted that our zoning ordinance addresses land use requirements for kennels that keep more than three dogs for breeding or other commercial purposes. They can only be located in the Office Service and Urban Enterprise zones as a permitted use and in the Rural Agricultural zone as a conditional use. As a conditional use in the RA zone, the Planning Board must conclude that the proposed kennel would not have a significant adverse impact upon the value or quiet possession of surrounding properties greater than would normally occur from permitted uses in that zoning district. Given this, it is clear that our zoning ordinance recognizes that a large number of dogs can create issues that would adversely affect surrounding properties, particularly relatively dense urban or suburban residential areas. Since we do not permit a commercial kennel to be established in a dense residential area, it seems inconsistent for us to allow a single residential property to have as many or more dogs than might be present at a licensed kennel.

## Enforcement

Enforcing municipal ordinances is not always easy or straightforward, and can become even more so when the emotional issues surrounding pet ownership are involved. First, violations of municipal ordinances are civil, not criminal. As a result, they are not processed through the criminal justice system where violations are investigated by the police and reviewed by a district attorney prior to formal court proceedings.

When our animal ordinances are violated, we initially contact the owner to discuss the complaint and seek voluntary compliance. If it is not clear that the party has complied, we must investigate the situation and document the existence of a violation, either through direct observation by our animal control officer or testimony from others who have observed the violation and who are willing to provide that testimony during civil proceedings in court. If we conclude a violation continues, we then issue a summons that requires a court appearance. Should the court uphold the summons and issued an order to abate the violation and/or impose a fine, we must then check to see if the violation has been abated or eliminated. If it has not, we must go back to court to seek further penalties for failing to comply with a court order. All of this takes time and resources, and, as with other municipal code violations, our primary interest is to seek compliance, not penalties. It should be noted that we are rarely required to issue summons and take violators to court since most individuals agree to voluntarily comply with our ordinances.<sup>1</sup>

The clearer the ordinance standard for a violation, the easier seeking compliance becomes. For example, if our ordinance allows 4 dogs and there are 5 dogs present, it is a clear violation. Barking and sanitation issues may not be as clear. At what point does a neighbor's barking dog

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<sup>1</sup> Last year, we received 788 animal control complaints, most of which involved dogs. Typical complaints include dogs running at large, reports of vicious dogs, and occasional animal bites. Generally, these complaints are handled and resolved by informal actions on the part of our Animal Control Officer. Only five individuals were summonsed to court for violations in 2015.

become a nuisance? When do feces left in a yard become a sanitation problem? The clearer the standard, the easier it is to enforce.

#### Limitation on Authority

A question also came up at the workshop as to whether the City has the authority to enter onto private property to seize a dog if that property is over the current 3 dog limit. The applicable provision of the Code is:

#### **Sec. 14-24. Right of entry.**

- (a) The ACO is hereby authorized to enter upon any fenced or unfenced lot, tract or parcel of land for the purpose of capturing, impounding and/or quarantining any animal upon having probable cause to believe said animal to: Have bitten, injured or otherwise attacked a human being or other animal; to have, or have been expose to rabies or another communicable disease posing a danger to the public health, safety or welfare; or otherwise pose a clear and present danger to human beings or other animals. This authorization is granted due to the emergency created by the potential rabies hazard or danger of injury to persons or other animals, and in recognition of the likelihood that such animals will otherwise escape capture. As a matter of policy, ACO's shall not enter upon private property to capture and/or impound any animal known to belong to the owner of said property without probable cause to believe said animal poses a threat or danger to property, human beings or other animals.
- (b) Furthermore, should the ACO be unable or not permitted to gain entry to a property or premises where a dangerous animal(s) is believed to be present, the ACO or any law enforcement agent may seek an ex parte order from the district court or superior court for authorization to take possession of the dangerous animal.

This section of the Code authorizes the ACO to enter onto a property -- but only to seize an animal that has bitten or attacked another person or animal or which has been exposed to rabies or other communicable disease posing a danger to public health, welfare, etc. Further, section (b) clarifies that the owner of the property can refuse entry, even under these circumstances, requiring the ACO to seek a court order to take possession. I have reviewed this with both Chief Bussiere and the City Attorney who concur that the City is not authorized to enter private property to seize a dog if the property exceeds the three dog limit.

#### Recommendation

As noted above, some limitation on the total number of dogs allowed on a property seems appropriate and defensible, especially given the restrictions on kennels in our zoning ordinance. While selecting a specific number is somewhat arbitrary, this option would be our first choice. It would also align with our desire to maintain an administratively simple system and to have clear and unambiguous standards for what is allowed. See the attached memo from our Animal Control Officer and Police Lieutenant Adam Higgins.

If the Council wishes to go further, we would recommend adopting a permit system that would allow for a larger number subject to certain conditions, but which would still impose a maximum limit.

As noted above, the Council does have other alternatives including retaining the current three dog limit or eliminating the limit all together.

Once we have Council direction, we will prepare the appropriate ordinance amendment.

To: Chief Michael Bussiere  
Fr: ACO Wendell Strout & Lt. Adam Higgins  
Re: City Ordinance on Dogs  
Date: February 22, 2016

The City of Lewiston currently has an ordinance limiting the number of dogs per residence to three. The question has been raised about increasing that limit to four or not regulating the number at all. There are several reasons that not regulating the number of dogs at all can become an issue. Currently there are no regulations on cats or guinea pigs that can be in a residence. In November of 2015 LPD removed 27 cats from 353 Lisbon St. and in 2002 LPD removed 350 Guinea Pigs from 141 Cottage St. in Lewiston. Most of these animals had to be euthanized as poor conditions caused them to become sick. An environment with this many animals can become a public health hazard.

Additionally, when there is no restriction, especially on dogs you will run into issues with noise, odor, & cleanliness as well as improper care of the animal.

At this time there are approximately 80 residents in Lewiston that have three dogs registered to the home/apartment. If this was not regulated I believe there would be several people with many more dogs than that and it would create noise, odor, and improper care issues.

It would be our position that not having any regulations at all would generate more complaints about several dogs barking etc.

Though people might have the best of intentions by having several dogs in their home it can quickly become too much to handle which results in the improper care of the animals. This could also result in health hazards to other people living in the premises and may subject other residents if the location were a multi-unit building.

The ACO does not have the authority to enter a private property to seize a fourth dog under any circumstance. A summons would be issued and the Judge would set a time period on compliance with the city ordinance. Failure to comply would result in possible further court action.

If a stray animal wanders on to someone's property the ordinance gives the ACO the authority to enter the property to capture and contain the animal. It does not give the ACO the ability to seize privately owned animals on private property. A "take possession" order would have to be obtained from the court.

**CODE OF ORDINANCES**  
**CITY OF OMAHA, NEBRASKA**

**Sec. 6-144. - Pet animal avocation permit.**

- (1) *Permit required.* A permit is required for any person who shall own, keep, harbor or maintain four or more dogs but no more than five dogs total and/or six or more cats but no more than eight total dogs and cats four months of age or older on the lot on which he or she resides or on a contiguous lot, which lot or lots are not zoned for business.
- (2) *Application for permit; issuance; fee:* Any person desiring a pet animal avocation permit shall file an application with the authority for issuance of the permit. The authority shall inspect for and consider the applicant's compliance with this chapter in determining whether to issue the permit. An initial inspection fee of \$100.00 shall be paid at the time of application. In addition, a permit fee of \$50.00 shall be paid by the applicant annually on the anniversary of the issuance date of the permit. The initial inspection fee required under this subparagraph (2) is waived for animal rescues, provided such are otherwise in compliance with this chapter.
- (3) *License required.* All animals owned, kept, possessed or harbored under a pet animal avocation permit must be licensed as required by [section 6-103](#), except as provided in [section 6-102](#). Proof of individual license on each pet animal must be provided at the time of inspection.
- (4) *Vaccination required.* All animals owned, kept, possessed or harbored under a pet animal avocation permit must be vaccinated against rabies as required by [section 6-201](#). Proof of individual rabies vaccination on each pet animal must be provided at the time of inspection.
- (5) *Duration; renewal of permit; revocation.* Such permit shall allow the applicant to pursue the avocation for a period of one year unless said permit is revoked. Being found guilty, in a court of law, of any violation of this chapter, may constitute sufficient cause for revocation of such permit. Failure to permit inspection pursuant to subsection (6) of this section shall be grounds for immediate revocation of this permit. Such permit shall be renewed annually.
- (6) *Maintenance and inspection of premises and animals.* A vocational premises shall be maintained in a clean and safe condition at all times. Sanitary methods shall be used to prevent or abate any offensive odors. The authority shall have the right to inspect such premises and the animals therein at reasonable hours to ascertain that the premises are kept in the aforementioned conditions and meet the following operational standards and such other standards as promulgated by the authority.
  - (a) Each animal shall at suitable intervals and at least once every 24 hours, receive a quantity of wholesome foodstuff suitable for the species' physical condition and age, sufficient to maintain an adequate level of nutrition for the animal;

- (b) Each animal shall have available at all times an adequate supply of clean, fresh, potable water. If water pans or dishes are used, such pans or dishes shall have weighted bottoms or be mounted or secured in a manner that prevents tipping;
- (c) Indoor housing shall provide for adequate ventilation, lighting, temperature control, and construction so as to provide for the safety and comfort of the animals;
- (d) Each animal shall receive care and medical treatment for debilitating injuries, parasites, and disease, sufficient to maintain the animal in good health and to minimize suffering;
- (e) Animals maintained pursuant to a vocational permit shall be predominantly maintained indoors. Premises where a vocational permit includes dogs shall provide a fenced enclosure sufficient to contain any dogs while outside.
- (f) All areas of the premises inspected for a vocational permit shall be made open and available for inspection by the authority.

(Ord. No. 36463, § 2, 12-16-03; Ord. No. 36690, § 6, 7-13-04)

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 15, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Authorization to accept transfer of forfeiture funds.

**INFORMATION:**

The Lewiston Police Department is requesting that the City Council authorize the acceptance of funds, in the amounts outlined below and/or attached, as reimbursement for costs associated with assisting in a criminal investigation.

The funds are available to the Lewiston Police Department due to its substantial contribution to the investigation of this or a related criminal case.

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

The City Administrator recommends approval of the requested action.

*E. ABIKIMM*

**REQUESTED ACTION:**

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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of items as outlined on the attached listing, less administrative fees or any portion thereof, in the cases of US Department of Justice Drug Enforcement Administration vs the cases outlined on the attached listing. Being funds forfeited pursuant to court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.



# MEMO



Date: March 7, 2016  
To: Kathy Montejo, City Clerk  
From: Michael Bussiere, Chief of Police  
Re: Forfeiture funds

The following investigations are pending in federal court and upon a favorable final disposition, the funds in the cases listed below will be released to the Lewiston Police Department. Please make the necessary notifications to the City Council that would allow them to address the issue and consent to the acceptance of these funds.

Please credit these funds to the Federal Drug Forfeiture Account, number 5902-351450.

**Our share of each of the following is yet to be determined and is less administrative fees:**

Asset ID#	Case No	Asset
16-DEA-616582	CE-15-0039	Portion of \$9,990
16-DEA-616580	CE-15-0039	Portion of \$3,283
16-DEA-619104	CE-15-0031	Portion of \$18,000
15-DEA-606775	CE-13-0014	Portion of \$6,783
15-FBI-006494	245D-BS-4370128	Portion of \$1,022.75
14-DEA-593776	CE-12-0013	Portion of proceeds from sale of Mobile home
15-FBI-006361	245D-BS-4370128	Portion of \$1,282
15-FBI-004194	245D-BS-4370128	Portion of \$1,575

**Please note that at the current time the federal government is not disbursing any equitable sharing funds but it is anticipated they will do so in the future.**

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 15, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Accepting a Grant from the State of Maine Department of Environmental Protection for Nonpoint Source Pollution Control Projects, Watershed Based Plan Implementation for the Urban Impaired Stream of Hart Brook.

**INFORMATION:**

Hart Brook is a small Class B urban stream approximately 3.7 miles long with a watershed area of 2200 acres (see attached map). The watershed is comprised of residential, commercial, industrial, and undeveloped land and is approximately 22% impervious, i.e., covered by building, pavements, or other material that does not permit stormwater to be absorbed into the ground. Generally speaking, the higher the impervious percentage, the greater the pollution load to a stream. The watershed includes the area around the Maine Turnpike Authority (MTA) Exit 80, which is a prime development area for the City. Beginning in 1998, testing by DEP indicated that Hart Brook did not meet its water quality classification for aquatic life. Aquatic life remains impaired today and dissolved oxygen levels exhibited drastic swings. Additional site investigation in 2005, showed continuing impairment issues related to aquatic life, stream bank and channel erosion, and illicit discharges. Additional measured must be taken to address the water quality of impaired urban streams if any development is to occur in its watershed. To date, the City has completed a number of projects. This grant will allow us to undertake additional work through installing a subsurface stormwater treatment system within the watershed that will assist in trapping certain pollutants and lower the suspended materials washed into the stream during rain events. The grant is in the amount of \$94,000 with a required local match of \$66,647 which is funded and available through the approved FY15 and FY16 LCIP and associated bond issue. Please see the attached information on the subsurface treatment system to be installed.

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

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

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To approve the Resolve Accepting a Grant from the State of Maine Department of Environmental Protection for Nonpoint Source Pollution Control Projects, Watershed Based Plan Implementation for the Urban Impaired Stream of Hart Brook.



## COUNCIL RESOLVE

Resolve, Accepting a Grant from the State of Maine Department of Environmental Protection (DEP) for Nonpoint Source Pollution Control Projects, Watershed-based Plan Implementation for the Urban Impaired Stream of Hart Brook.

Whereas, the City of Lewiston has a Watershed Management Plan for Hart Brook that details activities and projects to improve its water quality and manage development in the watershed; and

Whereas, City of Lewiston Engineering staff have successfully applied to the DEP for a grant to provide funding to help implement the watershed-based plan to protect Hart Brook, which is threatened by Nonpoint Source Pollution; and

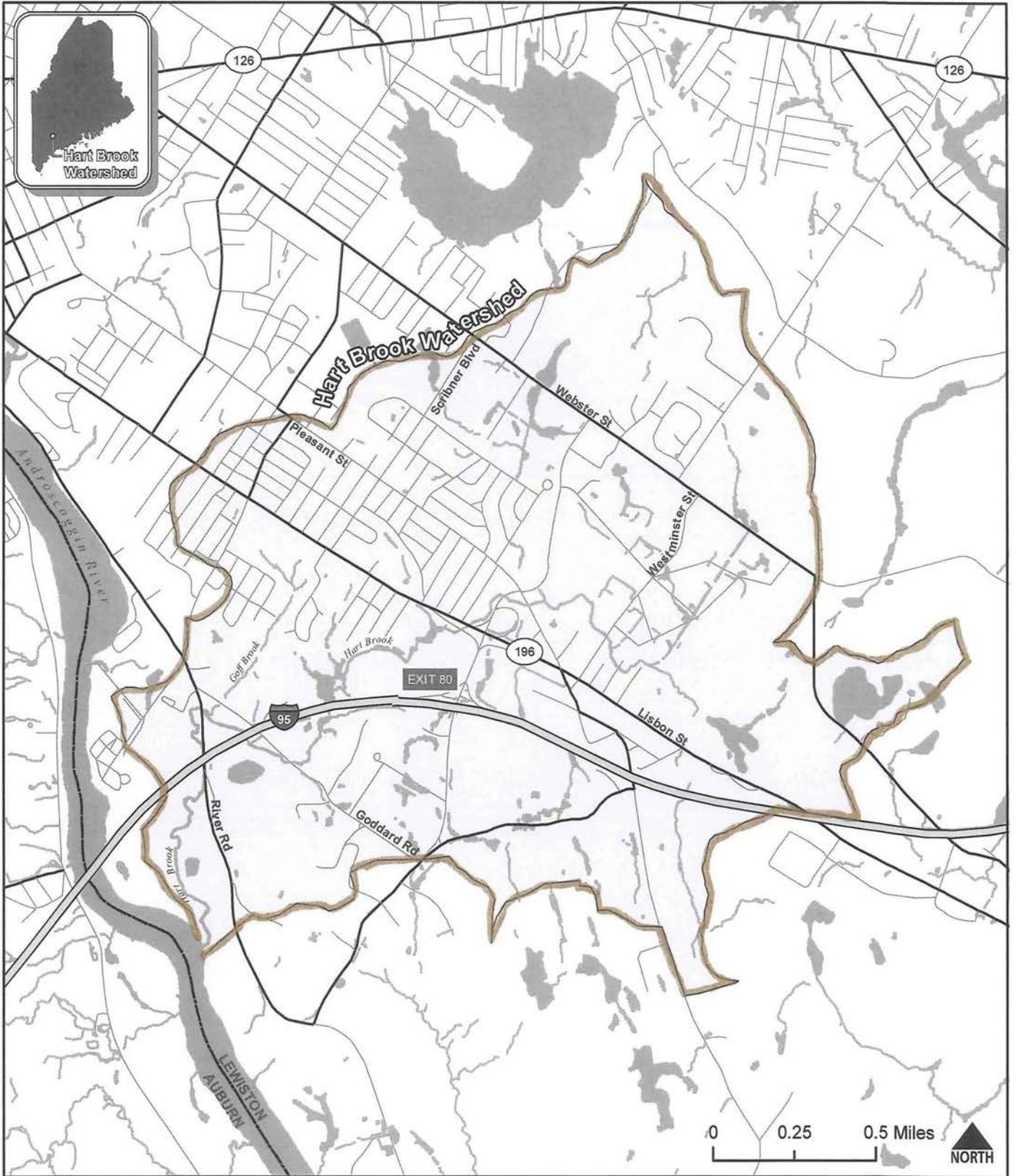
Whereas, the grant is funded in the amount of \$94,000 by the United States Environmental Protection Agency (EPA) under the Federal Clean Water Act Sections 319(h); and

Whereas, the grant has a local match requirement of \$66,647, which is currently funded and in place from the FY15 and FY16 LCIPs; and

Whereas, the Engineering staff intends to use the funds to design and construct a sub-surface stormwater treatment system within the Hart Brook Watershed;

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

A State of Maine Department of Environmental Protection (DEP) grant of \$94,000 is accepted for the purpose of assisting the City in the implementing the Hart Brook Watershed Management Plan and providing water quality protection to Hart Brook.



## **2016RT04 Hart Brook Restoration Project - 2016 City of Lewiston, Maine**

### **WATERSHED INFORMATION:**

The Hart Brook watershed encompasses approximately 3.3 square miles (2,112 acres) of residential, commercial, industrial and undeveloped land and is an important commercial and industrial area for the City of Lewiston. The main channel is a first order stream at the headwaters, and is joined by two other first order streams on its way to the Androscoggin River. The stream is approximately 4 miles long. The Maine Department of Environmental Protection (DEP) began evaluating Hart Brook in 1998. At that time, the BioME modeling (multivariate statistical model of the benthic macroinvertebrate samples collected) suggested it would not meet its water quality classification for aquatic life. To date, Hart Brook impairments have been included in the following reports issued by the Maine DEP:

1. Bi-annual Integrated Water Quality Monitoring and Assessment Report, (2006-2012) – Listed as Category 4-A for non-attainment of Benthic-Macroinvertebrate Bioassessments, Habitat Assessment, Dissolved Oxygen, Periphyton (Aufwuchs) Indicator Bioassessments.
2. Statewide Bacteria Total Maximum Daily Load (TMDL), 2009 – Summarizes recreational impairments in Hart Brook.
3. Impervious Cover Total Maximum Daily Load (TMDL), 2012 – Assessment Summary Report – Uses Percent Impervious Cover as the TMDL for Hart Brook to represent the mix of pollutants and other impacts associated stormwater runoff.
4. Volunteer River Monitoring Program (VRMP) Report, 2011, 2013, 2014 – VRMP samples dissolved oxygen, temperature and specific conductivity. At varying times and sampling locations, all three criteria have exceeded acceptable limits.

Hart Brook (also known as Dill Brook) has been listed as an urban impaired water since 2004. The brook is not meeting the Class B Aquatic Life Criteria. Potential sources for the impairment listed by Maine DEP include urban non-point source (NPS) and habitat issues. The watershed is 22% impervious which is based on detailed analysis completed as a part of the ongoing watershed management planning effort being undertaken by the City of Lewiston. The watershed was listed as the fourth most important City water resource in the Clean Water Act Master Plan developed for Lewiston in the early 1990's.

The project will be conducted within the City of Lewiston urbanized area designation. Project activities are not permit requirements under Lewiston's MS4 General Stormwater Discharge permit. The City of Lewiston will not use 319 project funds to undertake, complete or maintain work required by existing permits, consents decrees or other orders. Hart Brook is considered the highest priority waterbody under the MS4 General Stormwater Discharge permit.

Although much of the watershed is developed, there are areas in the Hart Brook watershed that can benefit from improved water quality. Existing native wetlands and undeveloped open space can offer aquatic, terrestrial and wildlife habitat benefits as well as the potential for increased public use, all of which will improve the overall aesthetics of Hart Brook.

In 2008, The City of Lewiston completed the Hart Brook Watershed Management Plan (WMP) and is dedicated to the overall improvement of the water resource. This plan addresses nine elements EPA identified as being critical for achieving improvements in water quality (Nonpoint Source Program and Grants Guidelines for States and Territories, April 12, 2013). The plan identifies likely sources of stream impairment and suggested opportunities for improvement. The improvement opportunities are classified as either non-structural or structural actions. The non-structural actions include alternatives like: yardscaping outreach, a stormwater credit trading program, a watershed monitoring program, regulatory and administration programs, a stormwater internship program, tree plantings, and a partnership with the State of Maine's "Think Blue" program. Included in the structural actions are various stream enhancement and retrofits aimed at improving stormwater quality and/or quantity runoff from impervious and developed land surfaces. The plan includes a "stormwater retrofit inventory" of approximately 600 specific structural stormwater management facilities.

To systematically implement the WMP, a Hart Brook Watershed *Action Plan* was developed. The Action Plan prioritized various action items identified in the WMP aimed at reducing stormwater pollution loading to the stream. The Action Plan includes both non-structural and structural actions. A list of the "Top 65" structural stormwater management opportunities was created from the stormwater retrofit inventory.

In 2009, the City successfully completed an assessment of approximately 14,000 LF of sanitary sewer. Since then, the City has spent over \$1 million dollars installing Cured-in-Place sewer pipe lining in approximately 7000LF of the sewer. The City has participated in the Maine Department of Environmental (DEP) Volunteer River Monitory Program and installed 3 rain gardens located on privately owned parcels. Additionally, the City has reached out to commercial and private land owners to demonstrate stormwater disconnection projects. Unfortunately, these efforts have been unsuccessful in getting the community to participate in any voluntary stormwater retrofitting activities. This year, the City installed 3 stormwater bio-filtration units and a Nutrient Separating Baffle Box in the Lewiston Industrial Park.

The City of Lewiston has a Comprehensive Plan that the State of Maine determined was consistent with Maine's Comprehensive Planning and Land Use Regulation Act on January 11, 1997. The City is in the process of adopting a new comprehensive plan. In March 2015, the Department of Agriculture, Conservation & Forestry completed their review of the plan and have found that the March 2015 final draft "Lewiston Legacy" Comprehensive Plan to be complete and consistent with the Growth Management Act. The plan is in the process of being reviewed by Lewiston's Planning Board and City Council for adoption.

### **WATER QUALITY PROBLEM/NEED:**

According to the Maine DEP TMDL study, stormwater runoff from impervious cover is likely the largest source of pollution to Hart Brook. The 2100 acre watershed has over 22% of its land area cover by rooftops, parking areas and roadways. Stormwater runoff from these areas flows quickly and carries dirt, oils, metals, leaves, trash, and other pollutants. The TMDL study states that in order to support Class B aquatic life use, the Hart Brook watershed may require the characteristics of a watershed with 8% impervious cover. The TMDL study set a target percent impervious cover of 9%.

The watershed currently has over 400 acres of residential and mixed residential neighborhoods (18% of the watershed area) which contribute significant pollutant loads as well. Many of these residential areas were built in the 1950's and 1960's and are directly connected to the impervious areas. Lawn area occupies approximately 260 acres or 65% of this area. High nutrient loads from residential lawn areas contribute to the growth of algae and eventually reductions in dissolved oxygen in the brook. While the City has made efforts to inform the public about the benefits of disconnecting roof drains to impervious areas, the number of residents who has acted on this has been minimal.

**PURPOSE:**

The Hart Brook Watershed-based Management Plan (WMP) serves as a guiding document for watershed restoration with the ultimate goal of removing Hart Brook from Maine's 303(d) list of urban impaired streams. This project will provide water quality treatment for approximately 52 acres of drainage area by installing an underdrained sub-surface filter basin in a centralized location. The system goes above and beyond MS4 stormwater permit requirements by treating and detaining stormwater runoff from approximately 7 acres of directly connected impervious area resulting in significant reduced pollutant loadings to Hart Brook.

**PROJECT DURATION:** 20 Months

Project Start Date: 3/1/2016

Project End Date: 12/31/2017

**GENERAL PROJECT PLAN:**

This project will follow the Hart Brook Watershed Management plan by installing a sub-surface stormwater treatment system filter basin downstream of a residential neighborhood in the Hart Brook watershed. The system will reduce sediment and nutrient loadings that are currently contributing to the impairment of Hart Brook.

Staff from Lewiston's Engineering Department will provide the design services for the project and will be responsible for design, contract documents, bidding, financial oversight and construction inspection. Project staff will exercise best professional judgment in the selection, design and installation of BMPs and will design and install BMPs according to Maine BMP manuals or use other BMPs acceptable to the DEP. Permits required for construction will be secured prior to construction.

The stormwater treatment system will provide treatment for a 1-year storm event coming from drainage area of approximately 52 acres including 7 acres of directly connected impervious area (DCIA). The system will be installed beneath Webster Street, just upstream of the headwaters of Hart Brook. The system will be a manufactured treatment device that will provide physical (sedimentation, filtration) and chemical treatment and will consist of a series of treatment chambers completely encased in geotextile filter fabric. As an organic filter cake develops over the fabric, phosphorus and other nutrients will be removed by chemical sorption. Additional storage chambers will also be installed to provide channel protection stormwater detention. This will provide protection for future conversion of the downstream concrete line channel to a natural stream.

The City intends to continue with similar projects to complete the structural stormwater management opportunities identified in the WMP.

The project will be conducted within the City of Lewiston urbanized area designation. Project activities are not permit requirements under Lewiston's MS4 General Stormwater Discharge permit. The City of Lewiston will not use 319 project funds to undertake, complete or maintain work required by existing permits, consents decrees or other orders.

All press releases, outreach materials, project signs, and plans will acknowledge that the project is funded in part by the United States Environmental Protection Agency under Section 319 of the Clean Water Act. EPA's logo will not be included on materials unless the Grantee receives prior instruction and approval from EPA. Refer to the Grant Agreement, Rider A. Section III. F. Acknowledgement

## **TASKS, SCHEDULES & ESTIMATED COSTS:**

### ***Task 1 – Project Management***

The City of Lewiston will sign a grant agreement with the Maine DEP. The project roles, responsibilities and financial details will be outlined. The City of Lewiston will be responsible for financial oversight, budget tracking, submitting deliverables, the final project report and semi-annual progress reports. Established procurement and purchasing procedures were followed in the development of the Master Services Agreement.

March 2016 – December 2017

Grant Cost: \$0                      Match: \$6,270                      Total: \$6,270

### ***Task 2 – Design of Stormwater Treatment System***

This task will be completed by City of Lewiston staff and will involve the design of the sub-surface treatment system. The location for the proposed BMP will provide stormwater treatment to a drainage area of approximately 52 acres with a directly connected impervious area (DCIA) of 7 acres. A map showing the location of the stormwater treatment system is provided in Attachment #1.

The system will be a manufactured treatment device that will provide physical (sedimentation, filtration) and chemical treatment. The system will consist of a series of open bottom treatment chambers set on a stone bedding that are completely encased in geotextile filter fabric. The fabric provides a media for storm water filtration while providing settling time for the sediments. The fabric also gives a durable surface for cleaning and maintenance operations and is designed to prevent scour of the underlying stone during high pressure jetting. The chambers will be located closely to a manhole to allow easy access for maintenance. Pre-design calculations estimate that 40 chambers will be required for stormwater treatment.

All flows that do not exceed the 1-year peak flow will be directed from the existing storm drain via a weir plate in the access structure and into the system where the storm water will be allowed to settle and filter as the water rises. An additional 70 chambers will be installed to provide storage and protection to the downstream channel.

A plan view of the proposed system and general details are provided in Attachment #2. Lewiston will submit final design, specifications, and construction plans for the treatment system to DEP for review and approval before construction commences.

March 2016 – August 2016

Grant Cost: \$2,000                      Match: \$6,415                      Total: \$8,415  
(Grant costs includes: consulting services: \$2,000)

***Task 3 – Construction of Stormwater Treatment System***

Upon completion of design, the City will advertise the project for construction. This is done through a competitive bid process through the City’s procurement process. Once a bid is awarded, the City will hold a pre-construction meeting with the contractor to review the project and discuss the requirements for construction. City staff will oversee all aspects of construction including reviewing contractor submittals, on-site inspections and reviewing and approving pay requisitions. The City will keep DEP up to date on the progress of construction and will notify DEP of any major issues or change orders that may come up during construction.

The city will provide a NPS Site Report summarizing completion of installation to DEP.

August 2016 – July 2017

Grant Cost: \$92,000                      Match: \$50,862                      Total: \$142,862  
(Grant costs includes: construction Costs: \$92,000)

***Task 4 - Inspection, Operation & Maintenance Plan***

The City of Lewiston will prepare a plan for long-term inspection, operation & maintenance of the system. Lewiston will agree to properly operate and maintain the system for its expected service life. Operation & maintenance includes actions needed to keep the completed system safe and functioning as intended, work to prevent deterioration of the system, repairing damage, or restoration of the system to its original condition if one or more components fail. The City will submit this plan to DEP for review and approval.

August 2016 – July 2017

Grant Cost: \$0                      Match: \$1,193                      Total: \$1,193

***Task 5 – Pollution Reduction Estimates***

The City of Lewiston will estimate NPS pollutant load reductions achieved during this project using watershed pollutant loading data from the WMP and removal efficiency results from the manufacturer. Estimates will be submitted on a standard form “Pollutants Controlled Report” (PCR) contained in the DEP’s Grant Administrative Guidelines. The PCR will be submitted to DEP for review and approval.

May 2016 – December 2017

319 Cost: \$0                      Match: \$1,908                      Total: \$ 1,908

## **DELIVERABLES:**

Three (3) copies of each deliverable will be provided to the DEP Agreement Administrator (AA). DEP will forward a copy of all deliverables to EPA. Each deliverable will be labeled according to procedures described in DEP document “Nonpoint Source Grant Administrative Guidelines”. <http://www.maine.gov/dep/water/grants/319-documents/2010/guidelines.pdf>

1. Semi-Annual Progress Reports and a Final Project Report (Task 1)
2. Final design, specifications, and construction plans for the treatment system for DEP review & approval (Task 2)
3. Engineers construction estimates and construction progress updates (Task 3)
4. NPS Site Report for the stormwater treatment system (Task 3)
5. Inspection, Operation & Maintenance Plan for the treatment system (Task 4)
6. Pollutants Controlled Report (Task 5)

## **INTERAGENCY COORDINATION, ROLES & RESPONSIBILITIES:**

The **City of Lewiston** will serve as the Project Coordinator. Specifically, the engineering staff will be responsible for the coordination and implementation of all project activities. They City will also provide matching contributions by funding project tasks and staff administration.

The **Maine Department of Environmental Protection** will administer project funding, serve as a project advisor and provide project and technical support.

The **US Environmental Protection Agency** will provide project funding and work plan guidance.

**Terracon Consultants, Inc.** will provide contractual services by conducting any necessary sub-surface soil and groundwater investigations.

## **ENVIRONMENTAL OUTCOME:**

The residential neighborhood where the proposed project is located, likely generates high levels of non-point source pollutant loads to Hart Brook due to the prevalence of impervious areas that are directly connected to the stream. In 2008, the Hart Brook Watershed Management Plan estimated pollutants loads from the 1” 24-hour precipitation event and the 1-yr 24-hr precipitation event (2.5”). Current MaineDEP stormwater management regulations focus on water quality treatment for the first 1” of rainfall volume. The proposed BMP will treat stormwater runoff by removing pollutant loads from Total Suspended Solids (TSS), Phosphorous, Total Petroleum Hydrocarbons (TPH) and heavy metals such as Zinc. A preliminary estimate of pollutant load reductions, based on data obtained from the WMP, shows that TSS will be reduced by approximately 1100 lbs/year, total phosphorous by 4 lbs/year and Zinc by 1.5 lbs/year. TPH loading data is not available in the WMP; therefore estimates could not be estimated at this time.

**PROJECT COORDINATOR:**

Justin Early, P.E.  
Project Engineer  
City of Lewiston, Public Works  
103 Adams Avenue  
Lewiston, ME 04243  
[jearly@lewistonmaine.gov](mailto:jearly@lewistonmaine.gov)

**ESTIMATED TOTAL COST, FEDERAL & NON-FEDERAL SOURCES:**

Federal (Section 319 Funds): \$94,000    Non-federal match: \$66,647    Total: \$160,647

<u>Sources of Nonfederal Match</u>	<u>Amount</u>
City of Lewiston	\$66,647
TOTAL MATCH:	\$66,647

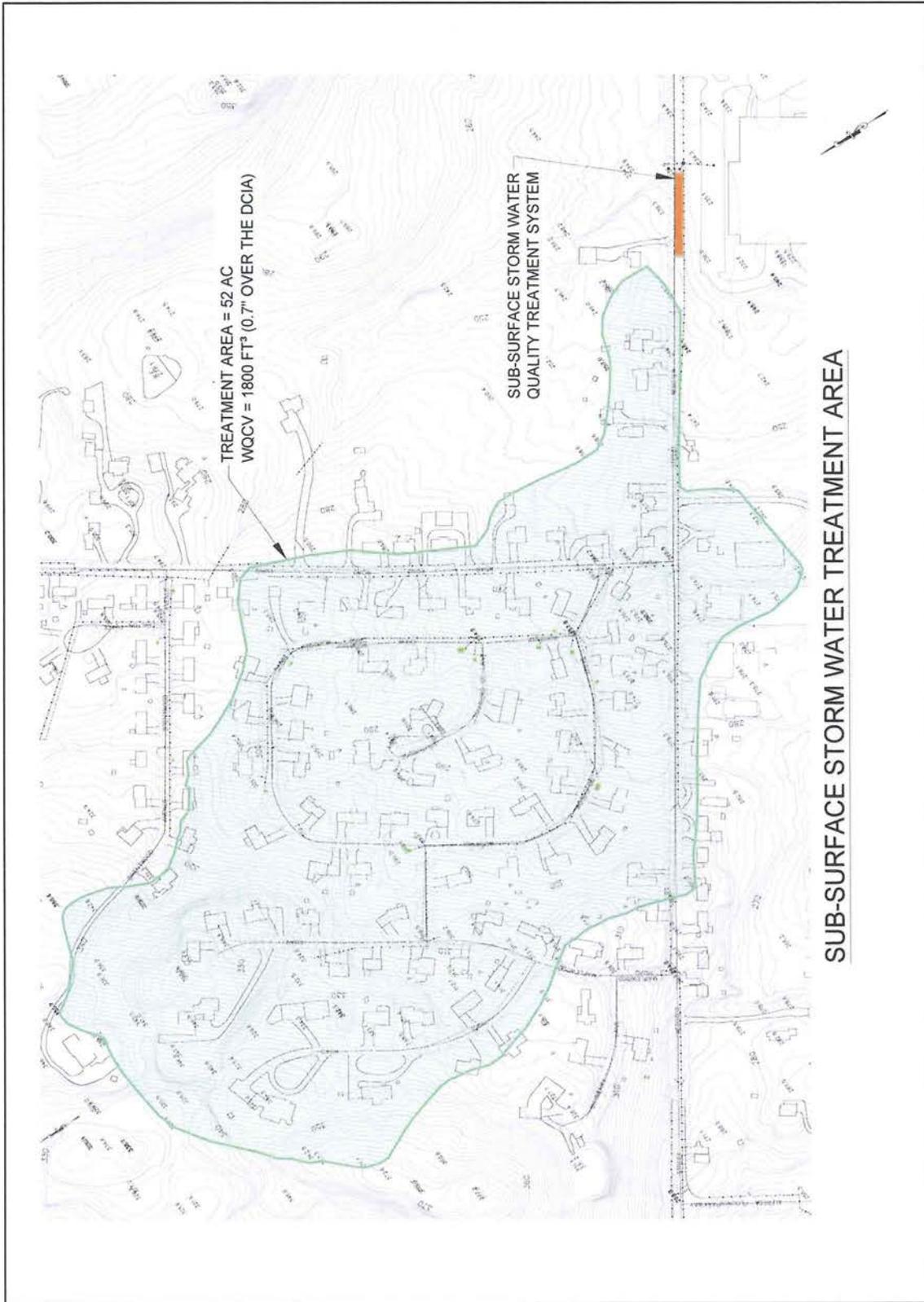
**BUDGET INFORMATION:****Part 1, Estimated Personnel Expenses**

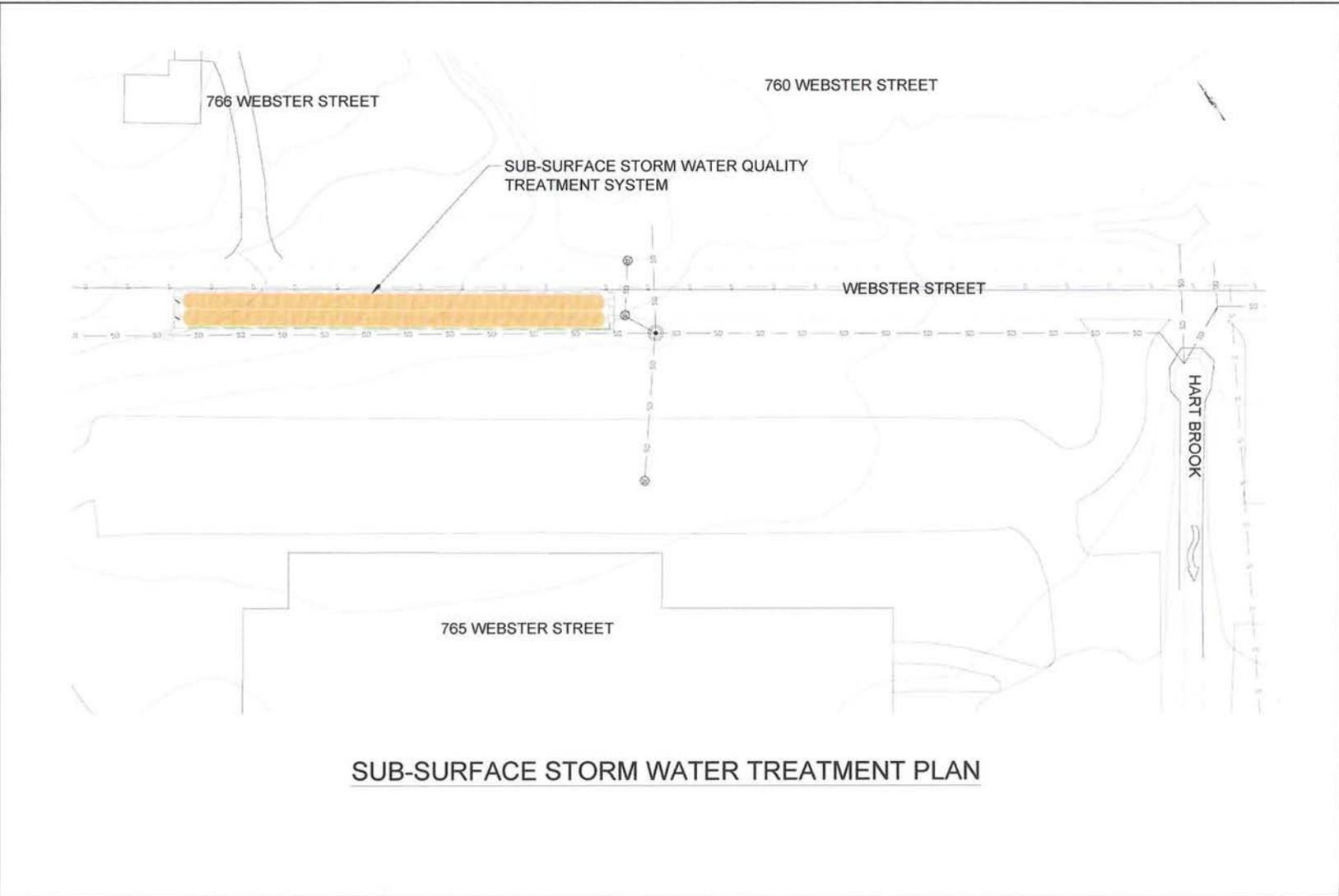
Position Name / Title	Hourly Rate	Number of Project Hours	Salary & Fringe	Total Grantee Personnel Expenses
Justin Early, Project Engineer	\$28.07	335	\$47.70	\$15,976.50
Ryan Barns, Project Engineer	\$29.10	50	\$38.93	\$1,947.50
Ryan Barns, City Engineer	\$41.05	10	\$72.10	\$721
<b>Totals</b>		<b>395</b>		<b>\$18,647</b>

**Part 2, Budget Estimates by Cost Category**

Cost Category	Federal Funds Section 319	Non-Federal Match	Total Cost
Salary & Fringe	\$0	\$18,647	\$18,647
Contractual	\$2,000	\$0	\$2,000 <sup>i</sup>
Subgrant	\$0	\$0	\$0
Construction	\$92,000	\$48,000	\$140,000 <sup>ii</sup>
Donated Services – Labor	\$0	\$0	\$0
Travel (total mileage)	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Other	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0
<b>Totals</b>	<b>\$94,000</b>	<b>\$66,647</b>	<b>\$160,647</b>

- i. Contractual cost for hiring professional services for the sub-surface and groundwater investigation.
- ii. Construction costs include the installation of the treatment system. The cost is based on an engineer's estimate of \$140,000. The engineering design and construction inspection will be done in-house by the City and is included in the salary and fringe category.



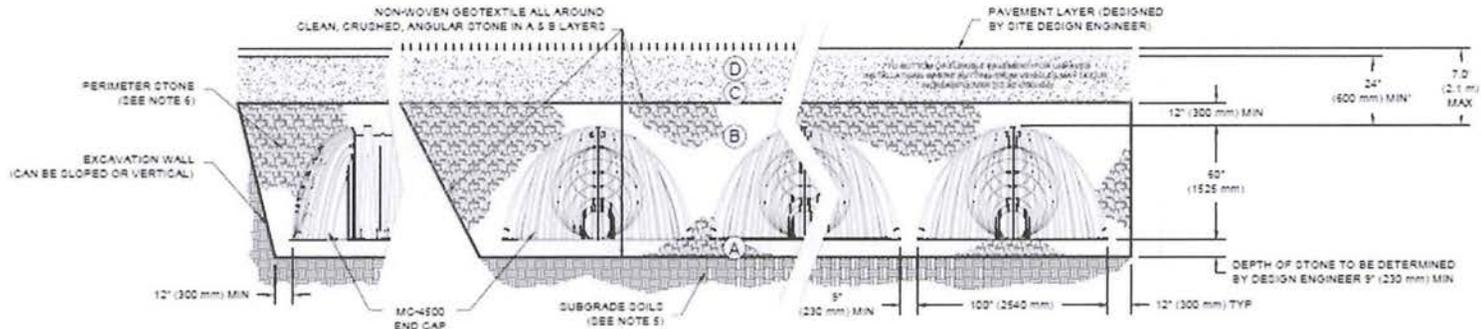


**ACCEPTABLE FILL MATERIALS:**

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145* A-1, A-2.4, A-3  OR AASHTO M43* 3, 3S7, 4, 4S7, 5, 5S, 6, 6T, 6S, 7, 7S, 8, 8S, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43* 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43* 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE **

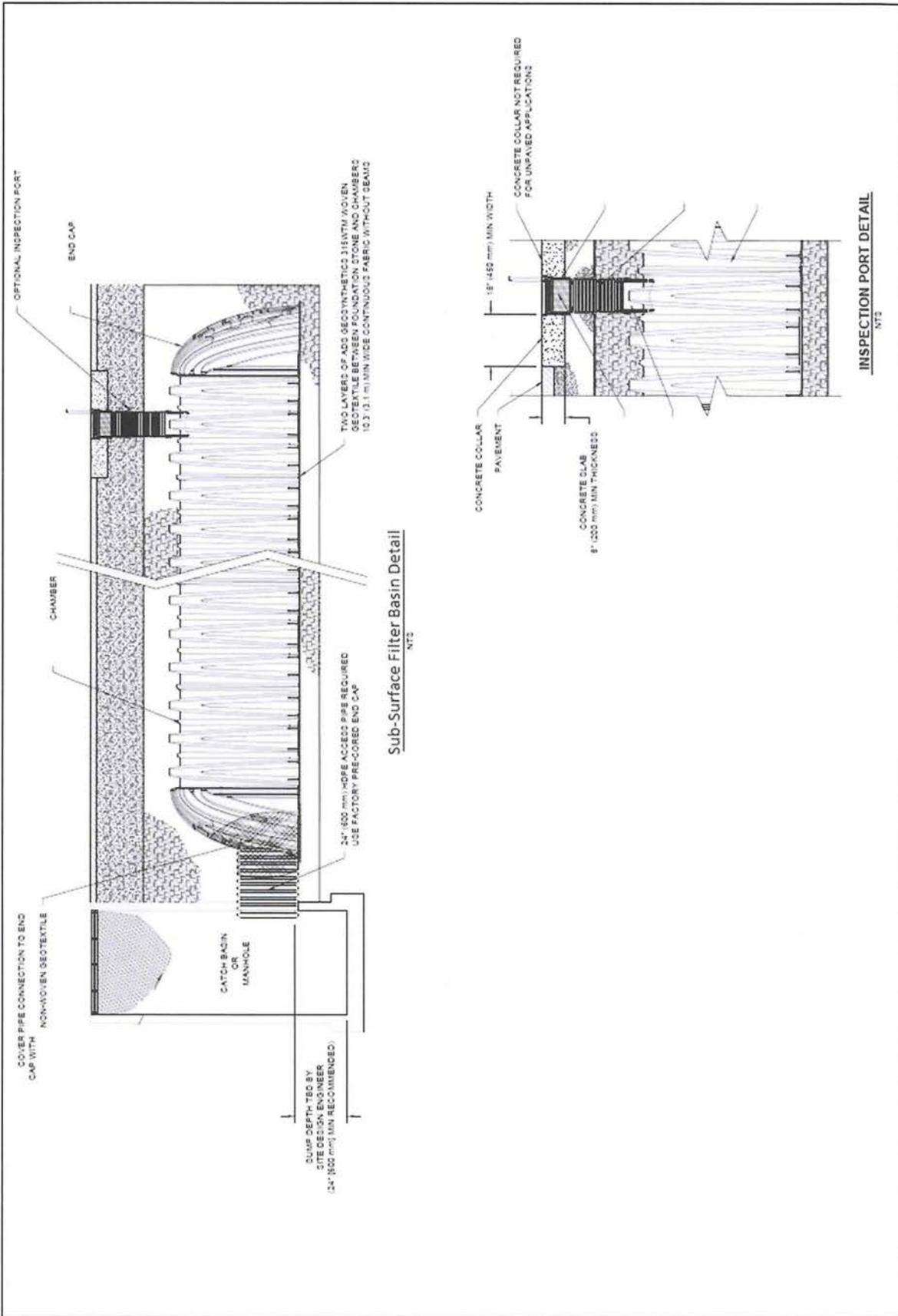
**PLEASE NOTE:**

- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: (CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE).
- COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERS WITH A VIBRATORY COMPACTOR.
- WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGN, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



**NOTES:**

- CHAMBER SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBER".
- CHAMBER SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBER".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDED MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE "SITE DESIGN ENGINEER" REFERS TO THE ENGINEER RESPONSIBLE FOR THE DESIGN AND LAYOUT OF THE CHAMBER FOR THIS PROJECT.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ADDRESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.





Detention • Retention • Water Quality

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**Save Valuable Land and  
Protect Water Resources**



**Isolator<sup>®</sup> Row O&M Manual**  
StormTech<sup>®</sup> Chamber System for Stormwater Management

# 1.0 The Isolator<sup>®</sup> Row

## 1.1 INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a patented technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.

## 1.2 THE ISOLATOR ROW

The Isolator Row is a row of StormTech chambers, either SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

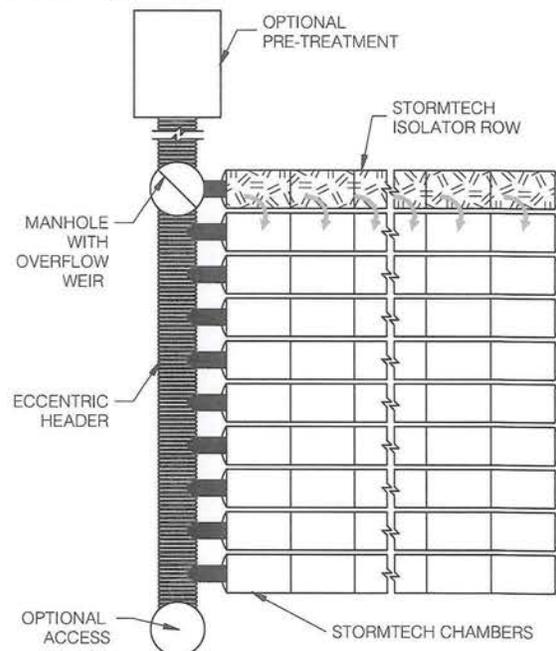
Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

The Isolator Row is typically designed to capture the "first flush" and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the over flow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

*Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.*

## StormTech Isolator Row with Overflow Spillway (not to scale)



## 2.0 Isolator Row Inspection/Maintenance



### 2.1 INSPECTION

The frequency of Inspection and Maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

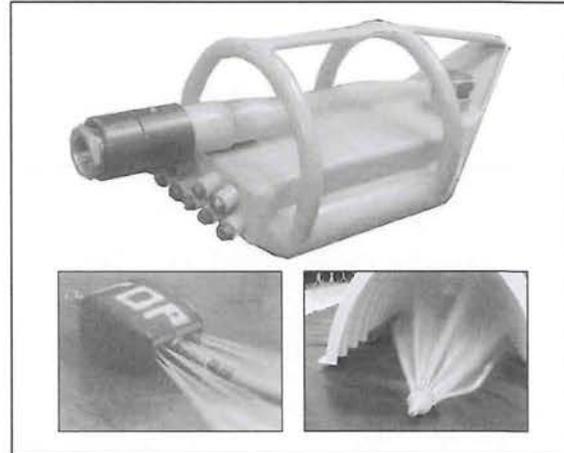
At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

### 2.2 MAINTENANCE

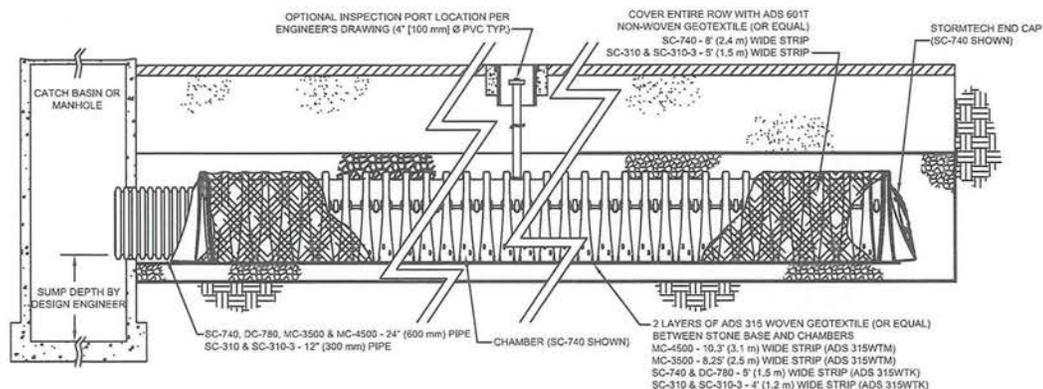
The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.



Examples of culvert cleaning nozzles appropriate for Isolator Row maintenance. (These are not StormTech products.)

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45° are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. **The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.**

### StormTech Isolator Row (not to scale)



**NOTE:** NON-WOVEN FABRIC IS ONLY REQUIRED OVER THE INLET PIPE CONNECTION INTO THE END CAP FOR DC-780, MC-3500 AND MC-4500 CHAMBER MODELS AND IS NOT REQUIRED OVER THE ENTIRE ISOLATOR ROW.

## 3.0 Isolator Row Step By Step Maintenance Procedures

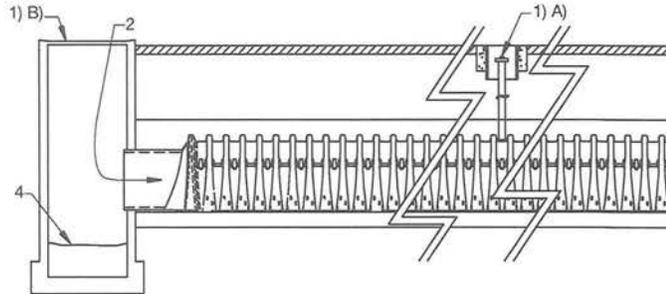
### Step 1) Inspect Isolator Row for sediment

- A) Inspection ports (if present)
- Remove lid from floor box frame
  - Remove cap from inspection riser
  - Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
  - If sediment is at, or above, 3 inch depth proceed to Step 2. If not proceed to step 3.

B) All Isolator Rows

- Remove cover from manhole at upstream end of Isolator Row
- Using a flashlight, inspect down Isolator Row through outlet pipe
  - Mirrors on poles or cameras may be used to avoid a confined space entry
  - Follow OSHA regulations for confined space entry if entering manhole
- If sediment is at or above the lower row of sidewall holes (approximately 3 inches) proceed to Step 2. If not proceed to Step 3.

StormTech Isolator Row (not to scale)



### Step 2) Clean out Isolator Row using the JetVac process

- A fixed culvert cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- Apply multiple passes of JetVac until backflush water is clean
- Vacuum manhole sump as required

### Step 3) Replace all caps, lids and covers, record observations and actions

### Step 4) Inspect & clean catch basins and manholes upstream of the StormTech system

### Sample Maintenance Log

Date	Stadia Rod Readings		Sediment Depth (1) - (2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/01	6.3 ft.	none		New installation. Fixed point is CI frame at grade	djm
9/24/01		6.2	0.1 ft.	Some grit felt	sm
6/20/03		5.8	0.5 ft.	Mucky feel, debris visible in manhole and in Isolator row, maintenance due	rv
7/7/03	6.3 ft.		0	System jetted and vacuumed	djm



70 Inwood Road, Suite 3 | Rocky Hill | Connecticut | 06067  
 860.529.8188 | 888.892.2694 | fax 866.328.8401 | www.stormtech.com

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StormTech  
A Division of ADS, Inc.  
70 Inwood Road  
Suite 3  
Rocky Hill, CT 06067

(P) 888-892-2694  
(F) 866-328-8401

Canada Français  
1-888-367-7473

StormTech  
A Division of  
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## MC-4500™ Chamber

Proven engineering design just got bigger!

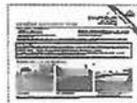
StormTech is pleased to announce the addition of the MC-4500 chamber to our family of products. This new product offers design engineers, contractors and owners yet another cost effective solution for managing stormwater.



[MC-4500™ Chamber Information Sheet \(PDF\)](#)



[MC-4500™ Chamber Design Manual \(PDF\)](#)



[MC-4500™ Chamber Construction Guide \(PDF\)](#)

### Nominal MC-4500 Chamber Specifications

Chamber Size (W x H x Installed L)	100" x 60" x 48.3"	2540 mm x 1524 mm x 1227mm
Chamber Storage	106.5 ft <sup>3</sup>	3.02 m <sup>3</sup>
Chamber Weight	120 lbs	54.4 kg
<b>Installed Storage Volume per Chamber</b>		
With 9" Stone Base	162.6 ft <sup>3</sup>	4.60 m <sup>3</sup>
With 12" Stone Base	166.3 ft <sup>3</sup>	4.71 m <sup>3</sup>
With 15" Stone Base	169.9 ft <sup>3</sup>	4.81 m <sup>3</sup>
With 18" Stone Base	173.6 ft <sup>3</sup>	4.91 m <sup>3</sup>

### Nominal MC-4500 Endcap Specifications

Endcap Size (W x H x Installed L)	98.0" x 57.1" x 28.1"	2489 mm x 1450 mm x 714 mm
Endcap Storage	35.7 ft <sup>3</sup>	1.01 m <sup>3</sup>
Endcap Weight	120 lbs	54.4 kg
<b>Installed Storage Volume per Endcap</b>		
With 9" Stone Base		

	108.7 ft <sup>3</sup>	3.08 m <sup>3</sup>
With 12" Stone Base	111.9 ft <sup>3</sup>	3.17 m <sup>3</sup>
With 15" Stone Base	115.2 ft <sup>3</sup>	3.26 m <sup>3</sup>
With 18" Stone Base	118.4 ft <sup>3</sup>	3.35 m <sup>3</sup>

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# LEWISTON CITY COUNCIL

## MEETING OF MARCH 15, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Public Hearing on a new liquor license application for Apple Valley Golf Course, 315 Pinewoods Road.

**INFORMATION:**

We have received a new liquor license application for Apple Valley Golf Course, 315 Pinewoods Road. The liquor license application is for malt, spirituous & vinous.

The police department is conducting their background review.

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 authorize the City Clerk's Office to approve a new liquor license application for Apple Valley Golf Course, 315 Pinewoods Road.

**BUREAU OF ALCOHOLIC BEVERAGES  
DIVISION OF LIQUOR LICENSING & ENFORCEMENT  
164 STATE HOUSE STATION  
AUGUSTA, ME 04333-0164**



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.) <b>Chad Michael Hopkins</b> DOB: <b>7-14-76</b>		2. Business Name (D/B/A) <b>Apple Valley Golf Course</b>	
DOB:		Location (Street Address) <b>315 Pinewoods Rd.</b>	
Address <b>316 Pinewoods Rd</b>		City/Town <b>Lewiston</b> State <b>ME</b> Zip Code <b>04240</b>	
City/Town <b>Lewiston</b> State <b>ME</b> Zip Code <b>04240</b>		Mailing Address <b>315 Pinewoods Rd</b>	
Telephone Number <b>407-756-9852</b> Fax Number		Business Telephone Number <b>207-784-9773</b> Fax Number	
Federal I.D. # <b>007-70-9155</b>		Seller Certificate #	

3. If premises is a hotel, indicate number of rooms available for transient guests: - NA <sup>NA</sup>
4. State amount of gross income from period of last license: ROOMS \$ NA FOOD \$ ~~NA~~ LIQUOR \$ NA
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
7. If manager is to be employed, give name: \_\_\_\_\_
8. If business is NEW or under new ownership, indicate starting date: April 15<sup>th</sup> 2016 (Seasonal)  
Requested inspection date: \_\_\_\_\_ Business hours: 7am - 7pm
9. Business records are located at:

10. Is/are applicant(s) citizens of the United States?

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
Chad Michael Hopkins	7-14-76	Lewiston

Residence address on all of the above for previous 5 years (Limit answer to city & state)  
Brunswick ME, Lisbon ME

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) Golf Course, Pro Shop, 40 person lounge area.

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? 5 miles Which of the above is nearest? 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: \_\_\_\_\_

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."

Dated at: \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_  
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

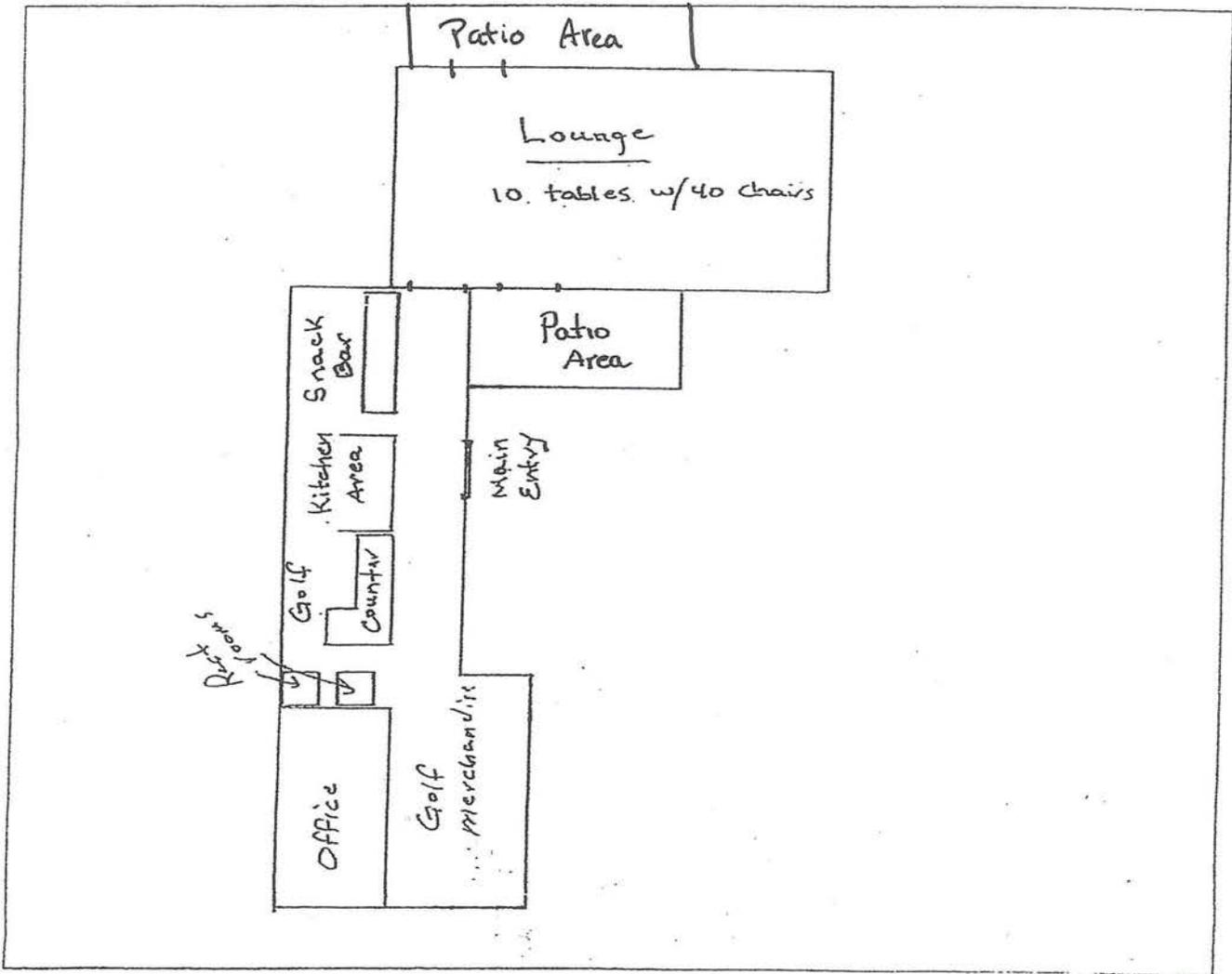
Print Name



## SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.





## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



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TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: March 10, 2016

RE: Liquor License/Special Amusement Permit – **Apple Valley Golf Course**

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

**Apple Valley**  
**315 Pinewoods Road**



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# CITY OF LEWISTON

## PUBLIC NOTICE

A hearing on the following liquor license applications will be held by the Lewiston City Council in the Council Chambers, City Hall on ***Tuesday, March 15, 2016, 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 applications.

Pure Thai Kitchen  
65 College St.  
Nunnapat Vatanasangpun, owner

Apple Valley Golf Course  
315 Pinewoods Rd.  
Chad Hopkins, owner

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

***PUBLISH ON: March 10, 11 & 12, 2016***

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

**LEWISTON CITY COUNCIL**  
**MEETING OF MARCH 15, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Public Hearing on a new liquor license application for Pure Thai Kitchen, 65 College Street.

**INFORMATION:**

We have received an application for a liquor license for Pure Thai Kitchen, 65 College Street. The liquor license application is for malt & 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:**

1	2	3	4	5	6	7	M
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To authorize the City Clerk's Office to approve a new liquor license application for Pure Thai Kitchen, 65 College Street.

**DIVISION OF LIQUOR LICENSING & ENFORCEMENT**  
**164 STATE HOUSE STATION**  
**AUGUSTA, ME 04333-0164**



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.) DOB: _____	2. Business Name (D/B/A) PURE Thai Kitchen
<del>NALINA PAT VATHANASAMPUN</del> DOB: 12/11/1961	
DOB: _____	Location (Street Address) 65 college ST.
Address 65 college ST.	City/Town Lewiston State ME Zip Code 04240
	Mailing Address 65 college ST
City/Town Lewiston State ME Zip Code 04240	City/Town Lewiston State ME Zip Code 04240
Telephone Number (207) 376-4852 Fax Number (207) 376-4854	Business Telephone Number (207) 376-4852 Fax Number 207-376-4854
Federal I.D. #	Seller Certificate #

3. If premises is a hotel, indicate number of rooms available for transient guests: \_\_\_\_\_ *N/A*
4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_ *N/A*
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
7. If manager is to be employed, give name: \_\_\_\_\_ *N/A*
8. If business is NEW or under new ownership, indicate starting date: *MAY, 2012*  
 Requested inspection date: \_\_\_\_\_ Business hours: *11:00 AM - 9:00 PM M-Th. Fri-Sat 11-10, Sun 12-9*
9. Business records are located at: *ACTON ACCOUNTING SERVICES, 55 LITTLETON RD., #4A AYER, MA. 01432*

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
NUNNAPAT VATANASANGPUN	12/11/1961	Thailand

Residence address on all of the above for previous 5 years (Limit answer to city & state)

65 COLLEGE ST. (Past 3 YRS) LEWISTON ME.  
QUEENS, NYC. (Past 4 YRS + 5TH YR)

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: Bob Leighton  
160 LEWISTON RD., NEW GLOUCESTER ME 04260

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Small Business  
SOLE PROPRIETOR, SEATING 25 MAX. - Thai Rest

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

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? 200' Which of the above is nearest? Church

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: \_\_\_\_\_

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."

Dated at: \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_  
Town/City, State Date

 Please sign in blue ink

Signature of Applicant or Corporate Officer(s)  
NUNNAPAT VATANASANGPUN  
Print Name

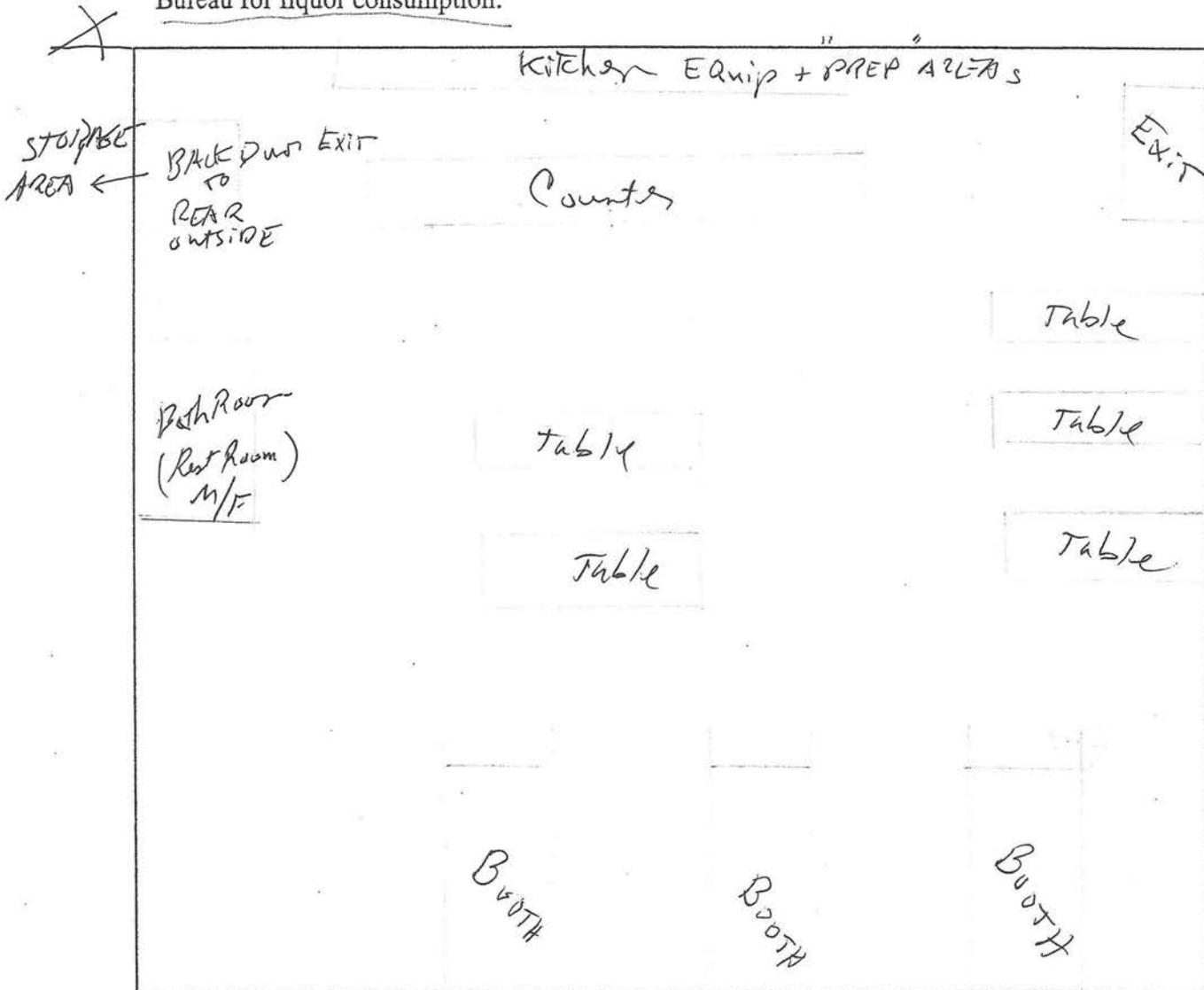
Signature of Applicant or Corporate Officer(s)  
\_\_\_\_\_  
Print Name



## SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your licensed premise and the areas that consumption and storage of liquor is allowed, The Bureau of Liquor Enforcement is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Bureau for liquor consumption.



OFFICES LOCATED AT: 397 WATER STREET GARDINER, MAINE 04345

(207) 624-8745 (Voice)

(207) 624-4478 (TDD)

(207) 624-8767 (Fax)



## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



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TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: March 10, 2016

RE: Liquor License/Special Amusement Permit – **Pure Thai Kitchen**

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

**Pure Thai Kitchen**  
**65 College St.**



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# CITY OF LEWISTON

## PUBLIC NOTICE

A hearing on the following liquor license applications will be held by the Lewiston City Council in the Council Chambers, City Hall on ***Tuesday, March 15, 2016, 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 applications.

Pure Thai Kitchen  
65 College St.  
Nunapat Vatanasangpun, owner

Apple Valley Golf Course  
315 Pinewoods Rd.  
Chad Hopkins, owner

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

***PUBLISH ON: March 10, 11 & 12, 2016***

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

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 15, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

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

**INFORMATION:**

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

The Police Department has reviewed and approved the application.

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

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

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

The City Administrator recommends approval of the requested action.

*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 the Carlton Club, Inc., 25 Sabattus Street.

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

Date of Application: 2/26/16

Expiration Date: 3-2-16

- 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: Carlton Club, Inc. Business Phone: 207-784-9280

Location Address: 25 Sabbathus St. Lewiston ME 04240

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

Mailing Address: 25 Sabbathus St Lewiston ME 04240

Email address: shanon072172@yahoo.com

Contact Person: Steve Bernard Phone: 207-240-9530

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

Address of Owner: 70 Terrace Ave Auburn ME 04210

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

Owner of Premises (landlord): Robert Carl Vequhant

Address of Premises Owner: 25 Sabbathus St. Lewiston ME 04240  
2nd floor

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: \_\_\_\_\_

Corporation Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

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? 100 ft

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: Treasurer Date: 2/26/16

Printed Name: Steve Bernard

\*\*\*\*\*

Hearing Date: 3-15-16



## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



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TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: February 1, 2016

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

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

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



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# LEWISTON CITY COUNCIL

## MEETING OF MARCH 15, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Public Hearing & First Passage for Land Use Code Amendments regarding Fitness and Recreational Sports Centers.

**INFORMATION:**

These amendments to the City's Land Use Code are regarding the permitted zoning locations of fitness and recreational sports centers within the city.

City staff is recommending that they be allowed to operate in the following zones: Community Business, Office Residential, Highway Business, Urban Enterprise, Office Service, Centreville, Riverfront, and Mill.

The City Council held a workshop on this matter on March 8. Please see the attached memorandum from City Planner David Hediger for additional information.

Passage is recommended.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That the proposed amendment to Appendix A, Article XI "District Regulations" of the City Zoning and Land Use Code, concerning fitness and recreational sports centers, receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regular meeting for final passage.

**AN ORDINANCE PERTAINING TO FITNESS AND RECREATIONAL  
SPORTS CENTERS**

**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 XI. DISTRICT REGULATIONS**

**Sec. 22. Land Use Requirements.**

- (c) *Land Use Table* – uses appearing in the table are part of this Code and set forth the uses allowed in all district.

(SEE TABLE)

**REASONS FOR PROPOSED AMENDMENT**

A discrepancy exists within the Zoning and Land Use Code regarding the use categories for *places of assembly, amusement, recreation, entertainment, or culture* and *fitness and recreational sports centers as listed under NAICS Code 713940* (North American Industry Classification System).

Upon the adoption of the Zoning and Land Use Code in 1988, fitness centers have operated and been established in zoning districts under the semblance of places of assembly, amusement, recreation, entertainment, or culture. However, in 1999 an amendment was adopted with specific reference to permitting fitness and recreational sports centers as a conditional use in the Office Residential (OR) district for the YWCA on East Avenue to allow for a proposed expansion. The YWCA was a nonconforming use and could not expand prior to the new use clarification being added to the code. In 2003, the use was added to the Industrial (I) district to allow for the establishment of a squash court. No other districts specifically permit fitness and recreational sports centers. However, fitness centers have continued to be permitted in nonresidential districts as places of assembly, amusement, recreation, entertainment, or culture.

In effort to provide clarification within the code and to eliminate inconsistencies in use determinations and definitions, staff is proposing to allow fitness and recreational sport centers in the same zoning districts that places of indoor assembly, amusement or culture are permitted: the Riverfront, Community Business, Highway Business, Centreville, and

Office Service, Urban Enterprise, and Mill districts. Permitting this use is consistent and compatible with other allowed uses when considering the similarity or intensiveness of uses currently allowed in these districts (i.e. academic institutions including athletic facilities, hospitals and medical clinics, public community meeting and civic function buildings, business and professional offices, movie theaters, places of assembly, amusement, recreation, entertainment, or culture, commercial parking facilities).

### **CONFORMANCE WITH COMPREHENSIVE PLAN**

The City Council hereby determines that the changes to the Zoning and Land Use Code are in conformance with the Comprehensive Plan for the following reasons:

1. Stimulate and maintain vital business investment in the downtown area (1997 Plan, Downtown, Goal, #1).
2. Review development review, permitting, and licensing policies and practices to see where they can be streamlined in order to better service the development community (1997 Plan, Economy, Policy 1, Strategy B and C).
3. Encourage orderly growth and development in appropriate areas of the City, while protecting the City's rural character, making efficient use of public services and preventing development sprawl (1997 Plan, Land Use, Goals, #1).
4. Locating new development within the downtown, as well as other identified growth areas supported by existing infrastructure, makes efficient use of municipal resources and will stimulate the transformation of the City's economy and regional reputation. Encourage infill and redevelopment within the downtown, existing service areas, and designated growth areas (Legacy Lewiston, Prioritize Economic Vitality).
5. Support the efforts to stabilize and reuse the building or redevelopment of Mill 5 (Legacy Lewiston, Celebrate History, and Arts & Culture).

Land Use Table: All Zoning Districts 03.10.06	Rural Agricultura l (RA)	Low Density Residentia l (LDR)	Suburban Residentia l (SR)	Medium Density Residentia l (MDR)	Riverfront (RF)	Neighbor hood Conservati on "A" (NCA)	Neighbor hood Conservati on "B" (NCB)	Office Residentia l (OR)	Downtown Residentia l (DR)	Institutiona l Office (IO)	Communit y Business (CB)	Highway Business (HB)	Centrevi le (CV) <sup>(25)</sup>	Office Service (OS)	Industrial (I)	Urban Enterpris e	Mill (M)	Resourco Conserva tion (RC) <sup>(19)</sup>	Groundw ater conserva tion overlay district (GC) <sup>(21)</sup>	No Name Pond Conserva tion Overlay District (NNP) <sup>(22)</sup>	Mobile Home Park overly district (MH) <sup>(20)</sup>
Places of indoor assembly, amusement or culture					P						P	P	P	P		P	P				
Fitness and recreational sports centers as listed under NAICS Code 713940					P			C-P			P	P	P	P	P	P	P				



# CITY OF LEWISTON



## Department of Planning & Code Enforcement

**TO:** City Council Members  
**Mayor Robert E. Macdonald**  
**FROM:** David Hediger, City Planner  
**DATE:** March 10, 2016  
**RE:** Zoning and Land Use Amendment – Fitness and Recreational Sports Centers

As discussed at the City Council workshop on March 8, 2016, it has recently come to staff's attention that a discrepancy exists within the Zoning and Land Use Code regarding the use categories "*Places of assembly, amusement, recreation, entertainment, or culture*" and "*Fitness and recreational sports centers as listed under NAICS Code 713940 (North American Industry Classification System)*".

Historically, the city has permitted fitness centers and gyms as a commercial use allowed in many nonresidential districts. This determination has been made in part by reference to the following definition in Article II, Section 2 of the Zoning and Land Use Code:

*Places of assembly, amusement, recreation, entertainment, or culture* means facilities designed to accommodate the public for amusement, entertainment, recreation or social activities including halls, auditoria, sports arenas, gymnasiums, skating and hockey rinks, stadia, golf courses, racetrack operations (excluding motorized vehicle racing), meeting rooms, theaters, and similar facilities but not including movie theaters.

Staff was recently discussing a proposed sports training facility to be located in the Community Business (CB) district and the proposal for the YMCA to be located at Mill 5 in the Mill (M) district. Upon closer review of the district regulations contained in Article XI, Section 22(c) a specific use category exists for fitness and recreational sports centers as listed under NAICS Code 713940. The NAICS is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. Lewiston's Zoning and Land Use Code makes reference to this system when additional clarification or specificity is needed for specific use types. NAICS Code 713940 includes the following:

### **713940 Fitness and Recreational Sports Centers**

This industry comprises establishments primarily engaged in operating fitness and recreational sports facilities featuring exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, or racquet sports. Illustrative examples include:

- Aerobic dance or exercise centers
- Ice or roller skating rinks
- Gymnasiums
- Physical fitness centers
- Handball, racquetball, or tennis club facilities
- Swimming or wave pool

Upon the adoption of the Zoning and Land Use Code in 1988, fitness centers have operated and been established in zoning districts under the semblance of a places of assembly, amusement, recreation, entertainment, or culture. However, in 1999 an amendment was adopted with specific reference to permitting fitness and recreational sports centers as a conditional use in the Office Residential (OR) district for the YWCA on East Avenue to allow for a proposed expansion. The YWCA was a nonconforming use and could not expand prior to the new use clarification being added to the code. In 2003, the use was added to the Industrial (I) district to allow for the establishment of a squash court. No other districts specifically permit fitness and recreational sports centers. However, fitness centers have continued to be permitted in nonresidential districts as places of assembly, amusement, recreation, entertainment, or culture.

In effort to provide clarification within the code and to eliminate inconsistencies in use determinations and definitions, staff is proposing to allow fitness and recreational sport centers in the same zoning districts that places of indoor assembly, amusement or culture are permitted: the Riverfront, Community Business, Highway Business, Centreville, and Office Service, Urban Enterprise, and Mill districts. Permitting this use is consistent and compatible with other allowed uses when considering the similarity or intensiveness of uses currently allowed in these districts (i.e. academic institutions including athletic facilities, hospitals and medical clinics, public community meeting and civic function buildings, business and professional offices, movie theaters, places of assembly, amusement, recreation, entertainment, or culture, commercial parking facilities).

At the City Council workshop, there was discussion of whether fitness centers should be permitted in other districts where they are already allowed as an accessory use (i.e. Bates College is in the Institutional Office (IO) district which does not permit fitness centers as a stand-alone use, but has a fitness center). The proposed amendment remains unchanged with the purpose of the IO district to accommodate major community facilities including hospitals, schools, colleges and similar institutions that may easily provide fitness centers as an accessory use. There was also discussion of whether places of assembly, amusement, recreation, entertainment, or culture should be allowed in the Industrial (I) district since fitness centers area already allowed as a permitted use. The proposed amendment remains unchanged. Lewiston has a limited amount of industrial land available for the development of major economic activities, including manufacturing and processing. Ideally, this district would remain free of encroachments from non-compatible residential or commercial uses that may be impacted from more noxious industrialized uses.

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 15, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Amendments to the Facility Use Policy regarding the use of the Amphitheater and Gazebo.

**INFORMATION:**

We have recently completed construction of an amphitheater in Symard-Payne Park and will soon complete reconstruction of the Kennedy Park Gazebo. Given that these facilities will be on line for the coming summer, we are proposing amendments to our Facility Use Policy to cover their use and the fees that will be associated with reserving the amphitheater for certain events. Please see the attached memo from Deputy Administrator Phil Nadeau and the proposed amended policy.

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

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

The City Administrator recommends approval of the requested action.

*EVAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the proposed amendments to the Facility Use Policy, Policy Manual Number 28, as recommended by the City Administrator and the Recreation Division.

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



The Office of  
Deputy City Administrator  
Phil Nadeau  
**MEMORANDUM**

TO: Mayor and City Council  
FR: Phil Nadeau  
RE: Amphitheater & Gazebo Policy Proposal

DT: 3.4.16

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As we begin to approach the summer season, we will be looking forward to the opportunity to begin marketing the city's new Amphitheater at Simard-Payne Park.

In order to begin working on our marketing materials (which we will do in-house), I am submitting a proposed Facility Use Policy amendment for the amphitheater.

The comparables for such a facility are extremely limited. Only two other "amphitheaters" are known to exist in Maine. One is located in Camden (see first picture below - more closely resembles our facility but is operated by the privately owned/partially public funded Camden Library) and the other is in Harrington, ME (second picture below - not a "true" amphitheater and more of a concert facility).





Given the paucity of comparables, Administration is submitting the following proposals to amend our city policies. Most of the changes specifically involve the amphitheater operation and many of the amendments are administrative in nature (adding the word “amphitheater” to existing applicable sections; amending the term “Director”; etc.). Some additional changes have been made to address the anticipated requests for the Gazebo and for purposes of clarity.



CITY OF LEWISTON PROPOSED AMENDMENTS TO THE FACILITY USE POLICY

NOTE: ONLY AMENDED SECTIONS OF THE POLICY ARE PRESENTED BELOW

1. Amend Section 1 as follows:

Section 1 - Definitions

Public Use Facility: Any City-owned property that has been designated by policy to be available for use by individuals, groups, or other organizations that are not directly associated with the City of Lewiston, Maine.

Facility: Any City-owned property

**Director**

**Office:**

1. Director of Public Works for Recreation or his/her designee when referring to use of the Armory.
2. Library Director or his/her designee when referring to use of the Library or Hartley Center.
3. **Deputy City Administrator: Deputy City Administrator or his/her designee when referring to Amphitheater or Kennedy Park Gazebo use.**

**Amphitheater: Facility area designated by application rules within the area of Simard-Payne Park.**

**Gazebo: Located in Kennedy Park**

Armory: City of Lewiston Memorial Armory

Hartley Center: Marsden Hartley Cultural Center

Library: Lewiston Public Library

Committee: Facilities Use Review Committee

2. Amend Section 2 as follows:

Section 2 - Definition of Facility Use

The City, by this Policy, defines the following facilities as public use facilities, subject to the regulations, restrictions and other requirements that are established.

A. The Memorial Armory, 65 Central Avenue

B. Certain athletic and public parks, subject to the other policies and ordinances that have been, or may in the future, be adopted to govern those specific locations.

1. Chapter 54 of the City Code of Ordinances regarding Public Park usage.

2. City Policy Manual, Policy Number 3, regarding use of the Athletic Fields.

C. Lewiston Public Library and Marsden Hartley Cultural Center, 200 Lisbon Street

**D. Simard-Payne Park Amphitheater**

**E. Kennedy Park Gazebo**

**E. Licensee: Organization/individual that has been authorized by the City to utilize any of the facilities covered by this policy.**

3. Amend Section 3 as follows:

Section 3 - Application Process

All individuals and/or organizations desiring to use a City-owned facility must complete an application for use which shall be reviewed by the applicable Department Director or Deputy City Administrator.

All inquiries concerning the Armory should be directed to the attention of the **Director of Recreation Office**, Memorial Armory, 65 Central Avenue, Lewiston, Maine 04240, Tel.: 513-3005.

All inquiries concerning the Library or the Hartley Center should be directed to the attention of the Library Director, Lewiston Public Library, 200 Lisbon Street, Lewiston, Maine 04240, Tel: 513-3004.

**All inquiries concerning the Amphitheater or Gazebo should be directed to the attention of the Deputy City Administrator, 27 Pine Street, Lewiston, Maine 04240, Tel.: 513-3121.**

All applications for the use of a facility shall be **returned submitted** to the **Director applicable office** for review. The **Director applicable office** shall **respond** within ten (10) business days of receipt of a completed application either:.....

.... The **Director applicable office** shall then notify an applicant of the disposition of the application. ~~Should the conclude~~ **If it is determined** that an application requests a use which is appropriate for review by additional City officials, approval must be obtained from the Facilities Use Review Committee.

4. Amend Section 4 as follows:  
Section 4 - Facilities Use Review Committee

- A. Purpose and Organization

Since ~~the Memorial Armory and Library~~ **all referenced locations in this policy** are public facilities, the City of Lewiston is concerned that they be used for proper purposes and in a manner consistent with the public interest. The **Director applicable office** may forward an application to the Committee for further review. The Committee shall be comprised of the following City staff members or their representatives.

- B. When Use Application Referred to Committee

Proposed uses for which the **Director applicable office** may require approval by the Committee include, but are not limited to:

5. Amend Section 5 as follows:  
Section 5 - Criteria for Approval of Use Applications
  - A. In approving any application which comes before the Committee or the **applicable office**, the following may be considered:

**(NEW C.)**

**C. The primary use for the Amphitheater shall be for the following purposes:**

**1. Cultural and arts events.**

**2. Programs which celebrate ethnic diversity and promote inter-cultural communication.**

**3. Government sponsored/funded educational programs, lectures, workshops and seminars.**

All applications for the use of the Amphitheater must fit under one of the three purposes above. The City Administrator shall be authorized to waive these provisions on a case-by-case basis or in those instances where its use coincides with a City sponsored/hosted event.

(NEW D.)

D. The primary use for the Gazebo shall be for the following purposes:

1. Any private or public event which does not pose a public safety threat and/or may result in the physical damage to the structure or surrounding grounds.

6. Amend Section 7 as follows:

Section 7 - Licensee Privileges and Responsibilities

A. In accordance with all facility use rules, ~~T~~the licensee may be allowed, with approval of the ~~Director~~ applicable office, access to the facility for the purpose of setting up decorations, installing booths and other equipment (during normal operating hours). The licensee may be allowed, with approval of the ~~Director~~ applicable office, access to the facility on the forenoon next following the rental date for the purpose of removing decorations, booths, and so forth, provided that the facility is not booked or occupied for said time.

C. No licensee shall be allowed to store any equipment, paraphernalia, or other items in the facility without prior permission from the ~~Director~~ applicable office.

F. Smoking is not allowed within ~~T~~the area defined as the "Amphitheater," "Gazebo", Memorial Armory and Library facilities. ~~are public buildings and therefore smoking is not allowed.~~ It shall be the responsibility of the licensee to monitor and enforce these regulations.

G. If the licensee plans to handle food of any kind for any reason when utilizing the facilities, it is its responsibility to contact the Lewiston City Clerk's Office at City Hall to obtain the proper permit(s). This permit must be displayed in a prominent place in the facility during the event or program. Licensee must provide a copy of the permit to the ~~Director~~ applicable office prior to the event.

H. The licensee shall be responsible for all other licenses, permits, and/or approvals required by the State of Maine and the City of Lewiston. Failure to obtain said licenses and permits may be just cause for cancellation of the event or program and withholding of any deposits or fees collected by the City of Lewiston. Licensee must provide a copy of all licenses/permits to the ~~Director~~ applicable office prior to the event.

7. Amend Section 8 as follows:

C. The ~~Director~~ applicable office shall inform both the Police Chief and the Fire Chief in writing of all major scheduled events following the signing of a contract.

D. It shall be the responsibility of the Chief of Police and Chief of Fire, in cooperation

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The City of Lewiston does not discriminate against or exclude individuals from its municipal facilities, and/or in the delivery of its programs, activities and services based on an individual person's race, ancestry, color, religion, sex, age, physical or mental disability, veteran status, or limited English speaking ability. For more information about this policy, contact or call Compliance Officer Mike Paradis at (V) 207-53-3121, (TTY) 207-513-3007, or email [mparadis@lewistonmaine.gov](mailto:mparadis@lewistonmaine.gov)

with the **Director applicable office**, to determine how many police officers and fire guards and what, if any, additional private security will be required for the scheduled event. Certain events will require the services of a representative of the Fire Marshall's Office. The determination shall be made by the person or persons acting on the application, and the fee for this service shall be the responsibility of the licensee.

E. Public dances, primarily for high school students, or other such events will not operate beyond 10:30 p.m. without special permission from the **Director applicable office**.

F. Similar type competitive events will not be allowed within seven (7) days of a contracted booking. The decision as to whether or not an event is considered to be a competitive event shall be made by the **Director applicable office**.

G. The **Director applicable office** may waive any provisions or requirements of this policy, except for fees, with prior approval of the City Administrator's Office or the Facility Use Review Committee.

8. Amend Section 9 as follows:

A. The licensee shall be liable for any damages to the **building facility** or to any contents owned by the City during the period of use, whether such damage is caused by licensee or its agents, servants or employees, or by any invitees, licensees, or trespassers.

C. The licensee agrees to defend, indemnify, and hold harmless the City of Lewiston, its departments and their representatives, officers, agents or employees from and against all claims of any nature whatsoever for damages, including damages or loss to personal property, personal injuries and death resulting there from the licensee's use of the **Amphitheater**, Lewiston Memorial Armory, ~~or~~ **Library or other facility covered in this policy**. However, nothing contained herein shall be construed as rendering the licensee liable for acts of the City of Lewiston, its departments, or their agents or employees.

D. The **Director applicable office** or the Committee is authorized to require that the licensee file a certificate of insurance with the City. When requested to do so, the licensee shall provide comprehensive general liability insurance with minimum limits of liability of \$1,000,000 combined single limit for each occurrence. The City shall be named additionally insured under the policy. Additional coverage may be requested when deemed necessary.

9. Amend Section 10 as follows:

Section 10 - General Use

The general use fee (See Sec. 12) covers **usual building applicable facility** services such as "house" lights, heat, **electricity**, water, lobby areas, concession, ticket booths, stage, balcony and gymnasium. (See below)

A. The fee does not include the setting up or knocking down of chairs, bleachers, tables, booths, ramps, staging, lighting, etc. The arrangement, performance, and costs of these services shall be sole responsibility of the licensee.

B. Additional custodial and cleaning services shall be charged to the licensee for any **applicable** overtime required, as determined by the **Director applicable office**, by regular custodial staff at the rate which will cover the cost of overtime salaries including fringe benefits and administration. This charge shall cover all hours which the custodial staff is required to be on duty, including hours worked prior, during, and after the event.

C. The **building facility** must be left in the same condition it was when the licensee took occupancy. Floors **and/or ground area** must be clear of all chairs, tables, booths, decorations, debris, etc., by noon of the day following the event. If the day following is a Sunday, arrangements must be made to have **a custodian staff** on duty. If additional personnel are needed to clean up after an event, in order to prepare the building for the next day's use, the licensee will be responsible for the extra cost involved. The need for additional

cleaning personnel will be left to the discretion of the **Director applicable office**.

D. None of the services and equipment described in this policy are available for non-City use and/or rental outside of the Memorial Armory, Library, or other City property and/or facilities.

10. Amend Section 12 as follows:

B. Determination of which classification an applicant is charged fees shall be made by the Director based on information furnished, in writing, by the applicant.

D. Should an applicant fail to comply in any material aspect with the terms of the application or Use Agreement, the **Director applicable office** may immediately terminate said agreement. In that event, the applicant shall not be entitled to the use of the facility or the refund of any fees paid in connection with the application

E. Organizations that wish to hold an event in either the Memorial Armory, **Amphitheater**, or Library to which the general public is invited; where **the event is consistent with the use restrictions stated in this policy; and as it applies to the Armory, Library and Amphitheater, where** there is to be no **solicitation/recruitment of any kind**, admission fee charged, donations accepted, or other income derived, **must fill out the applicable facility form and request a waiver of all or a portion of fees. may make application in writing to the The applicable office shall direct such requests to the** City Administrator for **free use of the facilities (does not include overtime, floor covering, set-up, take-down, etc.) his/her review**. Allocation of the facilities for free use will be approved or rejected by the City Administrator or may be referred to the Facilities Use Review Committee for further investigation.

**F. Organizations that wish to reserve the Gazebo must fill out the applicable facility form and must also complete the waiver section to request the waiver of all or a portion of applicable fees. In the event that the waiver section is completed, the Deputy City Administrator shall direct such requests to the City Administrator for review. Allocation of the facilities for free use will be approved or rejected by the City Administrator or may be referred to the Facilities Use Review Committee for further investigation.**

11. Amend Appendix A as follows:

**RENTAL RATE SCHEDULE - ARMORY AND LIBRARY**

FACILITY**	FACILITY ROOM	COMMERCIAL* (Revenue)	COMMERCIAL* (Non Revenue)	All* NON-PROFIT (Revenue)	OTHER* (NON-PROFIT) (Non Revenue)	EXEMPT* (Lewiston, NP, Govt)	
ARMORY	Gymnasium	DAY 1st - 465.00 2nd - 345.00 3rd - 290.00 Hour - 60.00 Up to 3 hrs	DAY 1st - 345.00 2nd - 290.00 3rd - 230.00 Hour - 60.00	DAY 1st - 230.00 2nd - 205.00 3rd - 175.00 Hour - 25.00	DAY 1st - 175.00 2nd - 145.00 3rd - 115.00 Hour - 25.00	NC	
		Meeting Rooms (2 - 4)	60.00	45.00	35.00	25.00	N/C
		Activity Room 1	145.00	115.00	90.00	60.00	N/C
		Seniors Room	115.00	90.00	60.00	45.00	N/C
		Callahan Hall	Day - 465.00 Hour - 60.00 Up to 3 hrs	Day - 345.00 Hour - 60.00 Up to 3 hrs	Day - 230.00 Hour - 25.00 Up to 3 hrs	Day - 175.00 Hour - 25.00 Up to 3 hrs	<u>N/C</u> <u>for Lewiston</u> <u>City Govt</u> <u>sponsored/</u> <u>hosted events</u> <u>only</u>
Computer Lab	315.00	210.00	210.00	160.00	N/C		
	Jeanne Couture Room	65.00	55.00	35.00	30.00	N/C	
	Conference Room	65.00	55.00	35.00	30.00	N/C	
<u>AMPITHEATER</u> <u>&amp; Simard-</u> <u>Payne Park</u>	<u>7AM - 9PM</u>	<u>DAY</u> <u>1st - 465.00</u> <u>2nd - 345.00</u> <u>3rd - 290.00</u> <u>Hour - 60.00</u> <u>Up to 3 hrs</u>	<u>DAY</u> <u>1st - 345.00</u> <u>2nd - 290.00</u> <u>3rd - 230.00</u> <u>Hour - 60.00</u>	<u>DAY</u> <u>1st - 230.00</u> <u>2nd - 205.00</u> <u>3rd - 175.00</u> <u>Hour - 25.00</u>	<u>DAY</u> <u>1st - 175.00</u> <u>2nd - 145.00</u> <u>3rd - 115.00</u> <u>Hour - 25.00</u>	<u>N/C</u> <u>for Lewiston</u> <u>City Govt</u> <u>sponsored/</u> <u>hosted events</u> <u>only</u>	
<u>AMPITHEATER</u> <u>ONLY</u>	<u>Mon-Fri</u> <u>7AM - 9PM</u>	<u>DAY</u> <u>1st - 330.00</u> <u>2nd - 210.00</u> <u>3rd - 155.00</u> <u>Hour - 60.00</u> <u>Up to 3 hrs</u>	<u>DAY</u> <u>1st - 210.00</u> <u>2nd - 155.00</u> <u>3rd - 95.00</u> <u>Hour - 60.00</u>	<u>DAY</u> <u>1st - 95.00</u> <u>2nd - 70.00</u> <u>3rd - 40.00</u> <u>Hour - 25.00</u>	<u>DAY</u> <u>1st - 55.00</u> <u>2nd - 40.00</u> <u>3rd - 30.00</u> <u>Hour - 25.00</u>	<u>N/C</u> <u>for Lewiston</u> <u>City Govt</u> <u>sponsored/</u> <u>hosted events</u> <u>only</u>	
<u>AMPITHEATER</u> <u>&amp; Simard-</u> <u>Payne Park</u>	<u>Mon - Fri</u> <u>8AM - 2PM</u>	<u>DAY</u> <u>1st - 230.00</u> <u>2nd - 170.00</u> <u>3rd - 145.00</u> <u>Hour - 60.00</u> <u>Up to 3 hrs</u>	<u>DAY</u> <u>1st - 170.00</u> <u>2nd - 145.00</u> <u>3rd - 115.00</u> <u>Hour - 60.00</u>	<u>DAY</u> <u>1st - 115.00</u> <u>2nd - 100.00</u> <u>3rd - 85.00</u> <u>Hour - 25.00</u>	<u>DAY</u> <u>1st - 85.00</u> <u>2nd - 70.00</u> <u>3rd - 55.00</u> <u>Hour - 25.00</u>	<u>N/C</u> <u>for Lewiston</u> <u>City Govt</u> <u>sponsored/</u> <u>hosted events</u> <u>only</u>	
<u>AMPITHEATER</u> <u>ONLY</u>	<u>Mon-Fri</u> <u>8AM - 2PM</u>	<u>DAY</u> <u>1st - 165.00</u> <u>2nd - 105.00</u> <u>3rd - 75.00</u> <u>Hour - 60.00</u> <u>Up to 3 hrs</u>	<u>DAY</u> <u>1st - 105.00</u> <u>2nd - 75.00</u> <u>3rd - 45.00</u> <u>Hour - 60.00</u>	<u>DAY</u> <u>1st - 50.00</u> <u>2nd - 40.00</u> <u>Hour - 25.00</u>	<u>DAY</u> <u>1st - 40.00</u> <u>2nd - 30.00</u> <u>Hour - 25.00</u>	<u>N/C</u> <u>for Lewiston</u> <u>City Govt</u> <u>sponsored/</u> <u>hosted events</u> <u>only</u>	
<u>Gazebo Only</u>	<u>8AM - 9PM</u>	<u>*N/C</u>	<u>*N/C</u>	<u>*N/C</u>	<u>*N/C</u>	<u>*N/C</u>	

**\* No charge applies Exempting fees for any NP (non-profit) will require that the use of**

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Email: [pnadeau@lewistonmaine.gov](mailto:pnadeau@lewistonmaine.gov) • Visit us on the world wide web at: [www.lewistonmaine.gov](http://www.lewistonmaine.gov)

The City of Lewiston does not discriminate against or exclude individuals from its municipal facilities, and/or in the delivery of its programs, activities and services based on an individual person's race, ancestry, color, religion, sex, age, physical or mental disability, veteran status, or limited English speaking ability. For more information about this policy, contact or call Compliance Officer Mike Paradis at (V) 207-53-3121, (TTY) 207-513-3007, or email [mparadis@lewistonmaine.gov](mailto:mparadis@lewistonmaine.gov)

the facility comply with this policy. For all NPs, "N/C" (no charge) will only apply during normal operating hours. Exempting "Gazebo Only" fees for all for-profit, non-profits and individuals, as stated in the above table for "Gazebo Only," shall apply if the user complies with use conditions stated in this policy and any applicable park rules. City will reserve the right to include janitorial custodial, maintenance or other applicable fees in addition to those charged fees or exempted fees stated above.

~~\*\* For Callahan Hall, Lewiston Exempt non-profit rate will apply to all Exempts except Lewiston City Government.~~

\*\*City will reserve the right to assess supplemental charges when needed (turf damage, electricity use, PD security, etc.).

Additional Fees and Charges for Armory and Callahan Hall:

Public Address System - \$ 50.00 per session

Tables - \$ 5.00 each

Library after Hours Staff - \$40.00 per hour or part thereof

Additional Fees and Charges for Armory: Continued

Chairs (0 - 25) N/C

(26 - 50) \$ 20

(51 - 100) \$ 35

(101 - 150) \$ 45

(151 - 250) \$ 65

(251+) \$100

Floor Cover & Tape \$225.00

# LEWISTON CITY COUNCIL

## MEETING OF MARCH 15, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Order approving the Third Extension of the Purchase and Sale Agreement for 139 and 155 Bartlett Street and 116 and 122 Pierce Street.

**INFORMATION:**

City staff is recommending the closing date in the Purchase and Sale Agreement be changed from March 31 to May 31 to allow additional time for the developer to receive the written approval from the U.S. Department of Housing and Urban Development for the reconfiguration of the housing units from their configuration at the time of the fire and of related approvals dependent upon the reconfiguration approval.

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.

*EAB/Kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To adopt the Order approving the Third Extension of the Purchase and Sale Agreement for 139 and 155 Bartlett Street and 116 and 122 Pierce Street.



City of Lewiston Maine  
City Council Order  
March 15, 2016



**Order,** Approving the Third Extension of the Purchase and Sale Agreement for 139 and 155 Bartlett Street and 116 and 122 Pierce Street.

**Whereas,** St. Laurent Housing Associates was the owner of a 29 unit affordable housing project known as Pierce Place which was located on Pierce and Bartlett Streets; and

**Whereas,** Pierce Place was destroyed by an arson fire in May 2013; and

**Whereas,** St. Laurent Housing Associates (dba Pierce Place Associates L.P.) is endeavoring to rebuild the project and, because of changes in zoning requirements, needs twice as much land as they already owned in order to meet per unit lot size standards; and

**Whereas,** the City owns 139 and 155 Bartlett Street and 116 and 122 Pierce Street, which abut the Pierce Place project site; and

**Whereas,** the City issued and actively solicited responses to a competitive Request for Proposals to purchase the city owned with a combined minimum bid price requirement of \$37,500; and

**Whereas,** Pierce Place Housing Associates was the only respondent to the Request for Proposals, bidding a total of \$61,000 for the City owned parcels; and

**Whereas,** the City Council approved the sale of the properties to St. Laurent Housing Associates at their January 6, 2015 meeting and subsequently entered into a Purchase and Sale Agreement with Pierce Place Associates L.P. (St. Laurent's assignee) for its acquisition of the properties; and

**Whereas,** Pierce Place Associates has moved forward with all due haste to perform as required under the terms of that agreement, having secured Planning Board approval for reconstruction of Pierce Place and completed title research and other due diligence; and

**Whereas,** as a result of delays beyond the control of the Developer, the Lewiston City Council has twice previously voted to extend the date of closing under

the agreement from August 31, 2015 to October 30, 2015 and then to March 31, 2016; and

**Whereas,** Pierce Place Associates has worked to value engineer and rebid the project, the result of which was more favorable bids and the execution of a construction contract for Pierce Place with Hebert Construction; and

**Whereas,** financing commitments for the project have been received, and attorneys for the City, Developer, and lenders are proceeding in due haste to transfer the City owned real estate in accordance with the terms of the Purchase and Sale and extensions; and

**Whereas,** those attorneys have identified that the closing cannot go forward without a written approval from the U.S. Department of Housing and Urban Development for the reconfiguration of the housing units from their configuration at the time of the fire and of related approvals dependent upon the reconfiguration approval; and

**Whereas,** receipt of these approvals are being diligently pursued and are expected, but cannot be assured, prior to March 31, 2016; accordingly, the developer has requested that the closing date on the city owned real estate be extended to May 31, 2016;

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

The requested extension of the closing date be granted and that the City Administrator be authorized to execute the *Third Extension to Purchase and Sale Agreement* effectuating that change, a copy of which is attached hereto.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** **Pierce Place Purchase and Sale Extension**  
**Date:** **March 9, 2016**

The city entered into a Purchase and Sale Agreement with Pierce Place Associates on February 15, 2015 in which the city agreed to convey 139 and 155 Bartlett Street, and 116 and 122 Pierce Street to Pierce Place Associates LP for a total of \$61,000. Construction was originally expected to start in the summer of 2015. Because of a slow federal review and approval of the environmental review for the project, the closing date in the Purchase and Sale Agreement was extended from August 31<sup>st</sup> to October 31<sup>st</sup>. After construction bids in the fall came back over the funds available, the City Council agreed to extend the Purchase and Sale Agreement a second time, until March 31, 2016. The reason for doing so was to give the developer adequate time to value engineer the project, put it back out to bid, and finalize financing commitments for the project. Attached are prior memos more fully explaining both of those extensions and the history of the project.

The developer has completed that work. The bids came in within budget, financing commitments have been received, and a construction contract has been executed with Hebert Constructions. The city and developer's attorneys are working to finalize documents for closing and transfer of the real estate.

The developer recently brought to our attention that they have not yet received approval from the U.S. Department of Housing and Urban Development (HUD) for reconfiguration of the mix of units from what were lost to fire in 2013. The Manchester N.H. HUD office has sent the requisite paperwork to Washington D.C. for approval, but executed documents have not been returned. Manchester has indicated they are 100% confident the reconfiguration request will be approved, but the paperwork has not yet been processed out of D.C.

The developer is pressing hard to close in March. However, the lender's and Maine State Housing Authority's attorneys have indicated formal HUD approval of the reconfiguration and other HUD approvals dependent upon the reconfigurations approval must be received prior to closing. In order to maintain site control of the property in the event that HUD approvals is not received in March, the developer has requested that the Purchase and Sale be extended until May 31, 2016. Staff recommends approval of this request.

**THIRD EXTENSION OF PURCHASE AND SALE AGREEMENT**

This Third Extension of Purchase and Sale Agreement ("Third Extension") is made between the CITY OF LEWISTON, a Maine municipal corporation (the "Seller") and PIERCE PLACE ASSOCIATES LP, a Maine limited partnership (the "Purchaser").

The Purchaser and the Seller entered a Purchase and Sale Agreement with an Effective Date of February 27, 2015 (the "PSA"), under which the Seller agreed to convey its real property located at 139 Bartlett Street, 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street (collectively, the "Properties"), all as more particularly described and subject to the terms and conditions stated in the PSA.

The PSA required the Closing to occur no later than 10:00 AM on August 31, 2015, unless the parties agreed to a different date and time. In the First Extension of Purchase and Sale Agreement, executed on July 18, 2015, the parties agreed to extend the Closing Date to October 30, 2015. In the Second Extension of Purchase and Sale Agreement, executed by the parties on October 23, 2015, the parties agreed to extend the Closing Date to March 31, 2016.

By mutual agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby extend the Closing Date to May 31, 2016. The Closing shall occur at 10:00 AM at the offices of Brann & Isaacson, 184 Main Street, Lewiston, Maine, unless the parties shall agree upon another location and time. All other terms and conditions stated in the PSA are hereby restated and shall remain in full force and effect.

The parties hereby agree to this Third Extension as of March \_\_\_, 2016.

CITY OF LEWISTON

\_\_\_\_\_  
Witness

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

PIERCE PLACE ASSOCIATES LP

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Phyllis T. St. Laurent, Sole Member, City Center  
Housing LLC, Its General Manager

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of February 27, 2015 (the "Effective Date") by and between: the CITY OF LEWISTON, a Maine municipal corporation (hereafter referred to as the "Seller"), and PIERCE PLACE ASSOCIATES LP, a Maine limited partnership (hereafter referred to as the "Purchaser").

### ARTICLE I.

#### SALE OF THE PROPERTIES

1.1 Subject Property. For the consideration and upon and subject to the terms, provisions and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, those certain parcels of real property owned by Seller, known as 139 Bartlett Street, 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street, all of which are more fully described on Exhibits A-D attached hereto (each address referred to herein as a "Property" and collectively as the "Properties").

### ARTICLE II.

#### PURCHASE PRICE

2.1 Purchase Price. The price for 139 Bartlett Street is \$15,500.00. The combined price for 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street is \$45,500.00. The total price for all Properties is therefore \$61,000.00 (the "Purchase Price"). The Purchase Price, less the Deposit described in Article III, shall be paid to Seller at Closing by bank check or wire transfer to the IOLTA trust account of the Seller's attorney, at least 24 hours prior to Closing, to be held in escrow until the Seller delivers the deeds required by this Agreement.

### ARTICLE III.

#### DEPOSIT

3.1 Deposit. Seller has received from Purchaser the amount of \$6,100 (the "Deposit"), which Seller will hold in escrow until the Deposit is applied or disposed of as provided in this Agreement.

3.2 Application of Deposit. If the purchase and sale hereunder is consummated, then the Deposit shall be applied to the Purchase Price at Closing to reduce the amount required under Section 8.2(b)(i) hereof. In all other events, the Deposit shall be disposed of as provided in this Agreement.

3.3 Seller's Right to Retain the Deposit. The Seller shall be entitled to retain the Deposit in the event that the Purchaser fails to consummate the transaction contemplated by this Agreement on or before August 31, 2015, unless such failure arises from Seller's breach of this Agreement, or in the event any of the conditions set forth in Section 7.1 below is not satisfied by the Closing Date.

## ARTICLE IV.

### TITLE AND SURVEY

4.1 Title. At Closing, Seller shall deliver good and marketable (or insurable as set forth below) title to the Properties to the Purchaser by municipal quitclaim deed. The Seller shall have no obligation to cure any defects in the title to the Properties, but will provide reasonable cooperation to the Purchaser and Purchaser's title insurer as required to obtain title insurance; provided, however, that the Seller shall not be required to acquire or dispose of any additional property or property interests, modify any land use requirement, or expend any additional funds in order for the Purchaser to obtain title insurance. . [In the event Seller is unable to convey the Properties to Purchaser with good and marketable title free and clear of liens, claims and encumbrances, Purchaser may terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser. If title shall prove not to be marketable. Purchaser shall make good faith efforts to seek affirmative title insurance coverage from a national title insurer, but the terms and cost of such affirmative coverage shall be satisfactory to Purchaser in its sole discretion, and if Purchaser is not satisfied with such affirmative coverage, it may terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser.]

## ARTICLE V.

### INSPECTION BY PURCHASER

5.1 Inspection Rights. Purchaser shall have a period of time commencing on the Effective Date and expiring at 5:00 p.m. on April 30, 2015 (the "Inspection Period"), within which to examine the title and condition of the Properties. Purchaser shall not permit any construction, mechanic's or materialman's liens or any other liens to attach to any Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Purchaser or any other party in connection with any studies or tests conducted pursuant to this Section 5.1. Purchaser shall give reasonable advance notice to Seller prior to entry onto any Property and shall permit Seller to have a representative present during all investigations and inspections conducted with respect to such Property. Purchaser shall take all reasonable actions and implement all reasonable protections necessary to ensure that all actions taken in connection with the investigations and inspections of the Properties, and all equipment, materials and substances generated, used or brought onto the Properties pose no threat to the safety of persons or the environment and cause no damage to the Properties or other persons. Purchaser shall indemnify, defend and hold Seller harmless for, from and against any and all claims, liabilities, causes of action, damages, liens, losses and expenses (including, without limitation, attorneys' fees and costs) incident to, resulting from or in any way arising out of any of Purchaser's or its agents', contractors' or representatives' activities on the Properties or from Purchaser's breach of its obligations or agreements under this Article V. Purchaser's indemnity obligations contained in this Section 5.1 shall survive the Closing and not be merged therein and shall also survive any termination of this Agreement. Without limiting the generality of the foregoing, this Agreement and Buyer's purchase of the Premises are subject to a determination by Maine State Housing Authority as to the desirability of the Premises for Buyer's intended use as a result of the completion of the environmental review process required by HUD

5.2 Approval of Inspections. If Purchaser reasonably determines at any time prior to the expiration of the Inspection Period that any or all of the Properties are not satisfactory to Purchaser, or that title to any or all of the Properties is not insurable, then Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of such Inspection Period, in which event neither party shall have any further rights, duties or obligations hereunder (except with respect to the provisions of this Agreement which expressly survive the termination of this Agreement). If Purchaser properly terminates this Agreement pursuant to this Section 5.2, then this Agreement shall be terminated, the Seller shall return the Deposit to Purchaser, and neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Agreement which expressly survive the termination of this Agreement. If Purchaser does not timely deliver to Seller written notice of termination during the Inspection Period, the conditions of this Section 5.2 shall be deemed satisfied, and Purchaser may not thereafter terminate this Agreement pursuant to this Section 5.2.

## ARTICLE VI.

### REPRESENTATIONS AND WARRANTIES; DISCLAIMERS AND WAIVERS

6.1 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as of the Effective Date and/or as of the Closing Date, as applicable that:

(a) Purchaser is a limited partnership duly organized and validly existing under the laws of the State of Maine;

(b) Purchaser has full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein;

(c) This Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms;

6.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as of the Effective Date and/or as of the Closing Date, as applicable:

(a) Seller is a municipal corporation duly organized and validly existing under the laws of the State of Maine; and

(b) This Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms.

(c) To the best of the undersigned's knowledge, Seller has received no notice of any claim adverse to Seller's interest in any of the Properties and has received no notices from any State or federal agency alleging violations of any environmental laws with respect to any of the Properties.

6.3 NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF SELLER. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SPECIFIED IN SECTION 6.2 OF THIS AGREEMENT, SELLER HAS NOT MADE, AND SELLER HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTIES, INCLUDING, BUT

NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTIES. PURCHASER AGREES TO ACCEPT THE PROPERTIES AND ACKNOWLEDGES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY SELLER ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. PURCHASER IS AN EXPERIENCED DEVELOPER OF PROPERTIES SUCH AS THE PROPERTIES AND PURCHASER HAS MADE OR WILL MAKE PURCHASER'S OWN INDEPENDENT INVESTIGATION OF THE PROPERTIES. THE PROVISIONS OF THIS SECTION 6.3 SHALL SURVIVE THE CLOSING HEREUNDER.

## ARTICLE VII.

### CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S PERFORMANCE

7.1 Conditions to Purchaser's Obligations. Purchaser's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Purchaser):

- (a) the City of Lewiston's Planning Board shall approve the Purchaser's plans and designs for redevelopment of the Properties, and such approvals shall not contain any conditions unacceptable to Purchaser as it reasonably determines;
- (b) the Purchaser shall have secured sufficient financing to cover the Purchase Price and Purchaser's development plans on terms reasonably acceptable to Purchaser;
- (c) the Purchaser shall have received a title insurance commitment for the Properties at rates and containing only those exceptions reasonably acceptable to Purchaser;
- (d) the Purchaser shall not have delivered written notice of termination to the Seller as required by Section 5.2; and
- (e) the Properties shall be substantially in the same condition as at the time of Purchaser's inspections, and there shall have been no material adverse change in such condition as of the Closing Date.

In the event any of the conditions set forth in this Section 7.1 is not satisfied by the Closing Date, Purchaser shall be entitled to terminate this Agreement by written notice, whereupon Seller shall promptly return the Deposit to Purchaser.

7.2 Conditions to Seller's Obligations. Seller's obligation under this Agreement to sell the Property to Purchaser is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Seller):

(a) the representations and warranties of Purchaser contained herein shall be true, accurate and correct in all material respects as of the Closing Date; and

(b) Purchaser shall have delivered the Purchase Price and other funds required hereunder and all the documents and other items required pursuant to Section 8.2(b), and shall have performed, in all material respects, all other covenants, undertakings and obligations, and complied in all material respects with all conditions required by this Agreement to be performed or complied with by Purchaser at or prior to Closing.

## ARTICLE VIII.

### CLOSING

#### 8.1 Closing Date.

(a) Time and Place. Provided the terms and conditions set forth in this Agreement have been fulfilled, the consummation of the purchase and sale of the Properties (the "Closing") shall take place at the office of Brann & Isaacson, 184 Main Street, Lewiston, Maine, no later than 10:00 a.m. on August 31, 2015, unless the parties agree to a different date and time (the "Closing Date").

#### 8.2 Items to be Delivered at the Closing.

(a) Seller. At the Closing, Seller shall deliver, or cause to be delivered, to the Title Company each of the following items with respect to the Property:

(i) A municipal quitclaim deed respecting each Property (the "Deed", and collectively the "Deeds"), in a form reasonably acceptable to Purchaser;

(ii) A Non-Foreign Affidavit from Seller for purposes of compliance with Section 1445 (b)(2) of the Internal Revenue Code of 1986, as amended, and the regulations adopted thereunder; and

(iii) Other items reasonably customary and required for the sale of the Properties in accordance with this Agreement or for administrative requirements for consummating the Closing.

(b) Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered each of the following items with respect to the Properties:

(i) The Purchase Price, less the Deposit, by bank check or wire transfer delivered in escrow as required by Article II;

(ii) Such additional funds as may be necessary to cover Purchaser's share of the closing costs and prorations hereunder, including recording fees;

(iii) Evidence reasonably satisfactory to the Seller that the person or persons executing this Agreement and the closing documents on behalf of Purchaser have full right, power and authority to do so; and

(iv) Other items reasonably customary and required for the sale of the Properties in accordance with this Agreement or for administrative requirements for consummating the Closing.

### 8.3 Costs of Closing.

Each party shall pay its own legal fees and advisory fees incidental to the execution of this Agreement and the consummation of the transactions contemplated hereby. The provisions of this Section 8.3 shall survive the Closing or earlier termination of this Agreement.

## ARTICLE IX.

### DEFAULTS AND REMEDIES

9.1 Default by Purchaser. If Seller shall not be in default hereunder and Purchaser refuses or fails to consummate the Closing under this Agreement for reasons other than as permitted by this Agreement, Seller's sole remedy at law or in equity shall be to terminate this Agreement and retain the Deposit as liquidated damages (Seller and Purchaser hereby acknowledging that the amount of damages in the event of Purchaser's default is difficult or impossible to ascertain but that such amount is a fair estimate of such damages), and neither party shall have any further rights, duties, or obligations hereunder except with respect to the provisions hereof which expressly survive the termination of this Agreement.

9.2 Default by Seller. If Purchaser shall not be in default hereunder and if Seller refuses or fails to consummate the Closing under this Agreement for reasons other than as permitted by this Agreement for which the Seller is entitled to retain the Deposit, Purchaser shall have may in the alternative (i) terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Agreement which expressly survive the termination hereof, and Seller shall promptly refund to Purchaser the Deposit, or (ii) seek specific performance of Seller's obligations under this Agreement. In no event shall Seller be liable to Purchaser for any damages, including, without limitation, any actual, punitive, speculative or consequential damages or damages for loss of opportunity or lost profit.

## ARTICLE X.

### BROKERAGE COMMISSIONS

10.1 Brokerage Commission. Seller and Purchaser each represent to the other that neither has had any dealings with any broker, finder or other party concerning the purchase of the Properties. Purchaser and Seller each agree to indemnify, defend and hold the other harmless for, from and against any and all loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or paid or incurred by the other party by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under such party. The indemnity obligations set forth in this Section 10.1 shall survive the Closing or the termination of this Agreement.

ARTICLE XI.

MISCELLANEOUS

11.1 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, postage prepaid, or by delivering the same in person to the party to be notified via a delivery service, Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice shall be deemed effective when delivered or when delivery is refused. For purposes of notice, the addresses of the parties shall be as follows:

If to Purchaser: PIERCE PLACE ASSOCIATES LP  
P.O. Box 11  
Lewiston, Maine 04240  
Attn: Phyllis T. St. Laurent, General Partner

With a copy to: Maurice A. Selinger, III, Esq.  
Curtis Thaxter LLC  
P.O. Box 7320  
Portland, ME 04112

If to Seller: CITY OF LEWISTON  
27 Pine Street  
Lewiston, Maine 04240  
Attn: Edward Barrett, City Administrator

With a copy to: Brann & Isaacson  
184 Main Street, P.O. Box 3070  
Lewiston, Maine 04243-3070  
Attn: Martin I. Eisenstein

11.2 GOVERNING LAW. THE LAWS OF THE STATE OF MAINE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT.

11.3 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the transaction described herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.4 Assignment. This Agreement may not be assigned in whole or in part by Purchaser without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

11.5 Time of Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement and Closing hereunder.

11.6 Multiple Counterparts. This Agreement may be executed in one or more counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument.

11.7 Risk of Loss. Subject to the provisions of Article IX of this Agreement, risk of loss or damage to the Properties, or any part thereof, by fire or any other casualty from the date this Agreement is fully executed up to the time of Closing will be on Seller and, thereafter, will be on Purchaser.

11.8 Business Days. All references to "business days" contained herein are references to normal working business days, i.e., Monday through Friday of each calendar week, exclusive of federal and national bank holidays. In the event that any event hereunder is to occur, or a time period is to expire, on a date which is not a business day, such event shall occur or time period shall expire on the next succeeding business day.

11.9 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

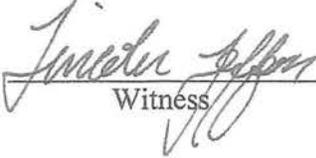
11.10 Interpretation. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel and having fully participated in the negotiation of this instrument, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the party which drafted the same.

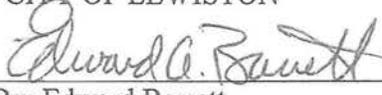
11.11 Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are hereby incorporated herein as though fully set forth in (and shall be deemed to be a part hereof) this Agreement.

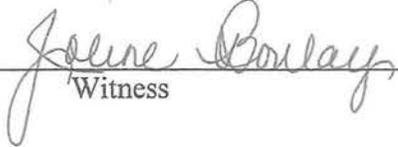
11.12 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their respective successors and assigns.

11.13 Faxed or Electronically Transmitted Signatures. The parties agree that faxed or electronically transmitted signatures may be used to expedite the transaction contemplated by this Agreement. Each party intends to be bound by its faxed or electronically transmitted signature and each is aware that the other will rely on the faxed or electronically transmitted signature, and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronically transmitted signature.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement as of the above-written date.

  
\_\_\_\_\_  
Witness

CITY OF LEWISTON  
  
\_\_\_\_\_  
By: Edward Barrett  
Its: City Administrator

  
\_\_\_\_\_  
Witness

PIERCE PLACE ASSOCIATES LP  
  
\_\_\_\_\_  
By: Phyllis T. St. Laurent  
Its: General Partner

**EXHIBIT A**  
**139 Bartlett Street**

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

Beginning on the westerly side of Bartlett Street at a point one hundred fifty (150) feet southerly from the southwesterly corner of Walnut and Bartlett Street; thence running southerly on said Bartlett Street fifty (50) feet; thence at right angles westerly one hundred (100) feet; thence at right angles northerly fifty (50) feet; thence at a right angle easterly one hundred (100) feet to the point of beginning.

Subject to the restrictions that no building erected thereon shall be placed nearer the line of Bartlett Street than twelve (12) feet.

**EXHIBIT B**  
**155 Bartlett Street**

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

Commencing at a point in the westerly line of Bartlett Street three hundred fifty (350) feet southerly from the southerly line of Walnut Street; thence running southerly by the westerly line of said Bartlett Street fifty (50) feet to land conveyed by the Franklin Company to Louis Frechette by deed #1305, dated April 1, 1911; thence westerly at a right angle by the northerly line of said Frechette's land one hundred (100) feet to land conveyed by the Franklin Company to Patrick Kearnon by deed #430, dated November 8, 1869; thence northerly at a right angle by land of said Kearnon fifty (50) feet; thence easterly at a right angle one hundred (100) feet to Bartlett Street and point of beginning.

Subject to the restriction that no building erected thereon shall be placed nearer the line of Bartlett Street than twelve (12) feet.

**EXHIBIT C**  
**122 Pierce Street**

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

Commencing on the easterly side of Pierce Street at a point one hundred (100) feet northerly from the northeasterly corner of lot bonded to J. D. Rollins; thence running northerly on said line of Pierce Street fifty (50) feet; thence at a right angle easterly one hundred (100) feet; thence southerly at a right angle fifty (50) feet; thence at a right angle westerly one hundred (100) feet to the point of commencement.

Subject to the restriction that no buildings erected thereon shall be placed nearer the line of Pierce Street than twelve (12) feet.

**EXHIBIT D**  
**116 Pierce Street**

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

Beginning at a point in the easterly line of Pierce Street at the northwesterly corner of land conveyed by the Franklin Company to Patrick Kearnon by Deed No. 430 dated November 8, 1869; thence running easterly by the northerly line of said land so conveyed to said Patrick Kearnon, one hundred (100) feet; thence northerly at a right angle, fifty (50) feet; thence westerly at a right angle, one hundred (100) feet to said easterly line of said Pierce Street; thence southerly by said easterly line of said Pierce Street, fifty (50) feet to said land so conveyed to said Patrick Kearnon and the point of beginning.

Subject to the restriction that no buildings erected on said premises shall be placed nearer the line of said Pierce Street than twelve (12) feet.

# Economic and Community Development

Lincoln Jeffers

Director

Lewiston



2007



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** **Purchase and Sale Extension for Pierce Place Parcels**  
**Date:** July 7, 2015

At their January 6, 2015 meeting the City Council approved the sale of 139 and 155 Bartlett Street, and 116 and 122 Pierce Street to St. Laurent Housing Associates for the combined amount of \$61,000. St. Laurent is purchasing the land in order to assemble enough contiguous to meet zoning regulations for the reconstruction of 29 units of affordable housing that were consumed by an arson fire in May 2013. The decision to sell the city owned land to St. Laurent was made after a competitive request for proposal process was conducted, with 20 nearby property owners directly solicited by the city to respond. St. Laurent was the only respondent to the RFP.

The Purchase and Sale Agreement for that approval is attached. The agreement is with Pierce Place Associates L.P.; the legal entity created by St. Laurent Housing Associates for this project. The closing date for the sale was set for August 31, 2015. The purchaser has proceeded with all due haste to meet the conditions of closing set forth in Section 7.1. The Planning Board approved the Pierce Place housing project at their March 9, 2015 meeting. Title research has been completed, with work underway to cure deficiencies identified. On a less positive note, the federal government has been slow to review and approve a required environmental review of the project that has been submitted by MaineHousing. Approval has not yet been received from the feds and the project is currently two months behind schedule. Without this documentation in place the developer cannot finalize their financing for the project.

Pierce Place Associates originally planned to start construction on the project this summer. Depending upon the timeframe within which the environmental review is approved and MaineHousing completes its work construction may begin late in this construction season. If not, ground will be broken in spring 2016.

The developer has requested that the closing date for the Purchase and Sale Agreement be extended until October 30, 2015. Staff recommends approval of this request.

**FIRST EXTENSION OF PURCHASE AND SALE AGREEMENT**

This First Extension of Purchase and Sale Agreement ("First Extension") is made between the CITY OF LEWISTON, a Maine municipal corporation (the "Seller") and PIERCE PLACE ASSOCIATES LP, a Maine limited partnership (the "Purchaser").

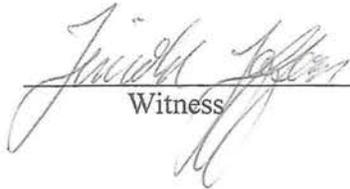
The Purchaser and the Seller entered a Purchase and Sale Agreement with an Effective Date of February 27, 2015 (the "PSA"), under which the Seller agreed to convey its real property located at 139 Bartlett Street, 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street (collectively, the "Properties"), all as more particularly described and subject to the terms and conditions stated in the PSA.

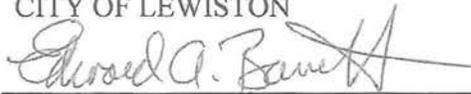
The PSA requires the Closing to occur no later than 10:00 AM on August 31, 2015, unless the parties agree to a different date and time.

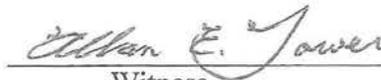
The PSA states that time is of the essence with respect to the PSA and the Closing.

By mutual agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby extend the Closing Date to October 30, 2015. The Closing shall occur at 10:00 AM at the offices of Brann & Isaacson, 184 Main Street, Lewiston, Maine, unless the parties shall agree upon another location and time. All other terms and conditions stated in the PSA are hereby restated and shall remain in full force and effect.

The parties hereby agree to this First Extension as of July 18, 2015.

  
\_\_\_\_\_  
Witness

CITY OF LEWISTON  
  
\_\_\_\_\_  
By: Edward Barrett  
Its: City Administrator

  
\_\_\_\_\_  
Witness

PIERCE PLACE ASSOCIATES LP  
  
\_\_\_\_\_  
By: Phyllis T. St. Laurent  
Its: General Partner

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** **Purchase and Sale Extension for Pierce Place Parcels**  
**Date:** October 15, 2015

At their January 6, 2015 meeting, the City Council approved the sale of 139 and 155 Bartlett Street and 116 and 122 Pierce Street to St. Laurent Housing Associates for the combined amount of \$61,000. St. Laurent is purchasing the land in order to assemble enough contiguous property to meet zoning regulations for the reconstruction of 29 units of affordable housing that were consumed by an arson fire in May 2013. The decision to sell the city owned land to St. Laurent was made after a competitive request for proposal process was conducted with 20 nearby property owners directly solicited by the city to respond. St. Laurent was the only respondent to the RFP.

The Purchase and Sale Agreement for that approval is attached. The closing date for the sale was set for August 31, 2015. The developer has diligently pursued all requirements of the purchase agreement so that they could purchase the real estate and begin construction on the project. Title work has been satisfied, design work completed, and financing secured. However, several approvals required by federal and state agencies took longer than projected and the Council agreed at their July 14<sup>th</sup> meeting to extend the closing date on the real estate to October 31, 2015. The *First Extension of Purchase and Sale Agreement* enacting that extension is attached.

The developer put the project out to bid in September. This was several months later than was planned and was caused by delays attributable to the local public referendum process and slow approvals from state and federal agencies. Two bids were received and both significantly exceeded the funds available to build the project. The high bids have been attributed to the time of year the project was put to bid. The developer has met with the chosen contractor and has begun value engineering the project, and the contractor has begun discussions with subcontractors to improve their pricing. The project will be put back out to bid this spring, historically a time when better pricing is received on construction bids.

The developer has requested that the real estate closing date be extended to March 31, 2016. This will allow time to value engineer the project and take advantage of more advantageous spring bidding conditions. The developer is

prepared to close on the real estate as soon as an acceptable construction estimate is received and the necessary documentation completed.

Attached is a *Second Extension of Purchase and Sale Agreement* which will extend the closing date to March 31, 2016. The council is being asked to approve the extension and to authorize the city administrator to execute the agreement. Staff recommends approval of this request.

SECOND EXTENSION OF PURCHASE AND SALE AGREEMENT

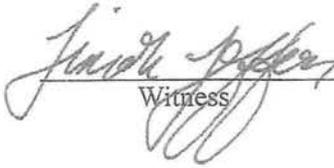
This Second Extension of Purchase and Sale Agreement ("Second Extension") is made between the CITY OF LEWISTON, a Maine municipal corporation (the "Seller") and PIERCE PLACE ASSOCIATES LP, a Maine limited partnership (the "Purchaser").

The Purchaser and the Seller entered a Purchase and Sale Agreement with an Effective Date of February 27, 2015 (the "PSA"), under which the Seller agreed to convey its real property located at 139 Bartlett Street, 155 Bartlett Street, 122 Pierce Street, and 116 Pierce Street (collectively, the "Properties"), all as more particularly described and subject to the terms and conditions stated in the PSA.

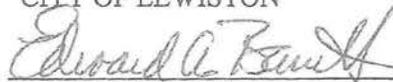
The PSA required the Closing to occur no later than 10:00 AM on August 31, 2015, unless the parties agree to a different date and time. In the First Extension of Purchase and Sale Agreement, executed on July 18, 2015; the parties agreed to extend the Closing Date to October 30, 2015.

By mutual agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby extend the Closing Date to March 31, 2016. The Closing shall occur at 10:00 AM at the offices of Brann & Isaacson, 184 Main Street, Lewiston, Maine, unless the parties shall agree upon another location and time. All other terms and conditions stated in the PSA are hereby restated and shall remain in full force and effect.

The parties hereby agree to this Second Extension as of October 23, 2015.

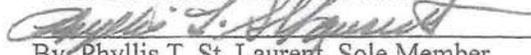
  
\_\_\_\_\_  
Witness

CITY OF LEWISTON

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

  
\_\_\_\_\_  
Witness

PIERCE PLACE ASSOCIATES LP

  
\_\_\_\_\_  
By: Phyllis T. St. Laurent, Sole Member  
City Center Housing LLC, Its General  
Manager

**LEWISTON CITY COUNCIL**  
**MEETING OF MARCH 15, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

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

**INFORMATION:**

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

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

The City Administrator recommends approval of the requested action.

*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 Disposition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

**LEWISTON CITY COUNCIL**  
**MEETING OF MARCH 15, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 13**

**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/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) (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.