

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
JUNE 7, 2016**

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

- A. Hartley Block Affordable Housing Project

**6:30 p.m. Executive Session** regarding a Legal Matter

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

Pledge of Allegiance to the Flag.  
Moment of Silence.

Update from the Lewiston Youth Advisory Council

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 4.

**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. Order Authorizing Application and Acceptance of Funds from the U.S. Department of Justice Edward Byrne Justice Assistance Grant Program.
- \* 2. Authorization to accept transfer of forfeiture funds.
- \* 3. Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 494 Main Street Rear.
- \* 4. Donation of three portable ground ladders to the Tri-County Firefighters Association.

**REGULAR BUSINESS:**

- 5. Amendments to the Policy Manual regarding the Lewiston Youth Advisory Council.
- 6. Order Authorizing the Sale of 117 Webster Street.
- 7. Order Authorizing the City Administrator to execute Two Collective Bargaining Agreements with the Maine Association of Police, Lewiston Patrol Unit.
- 8. Resolve terminating the Lewiston-Auburn Public Health Committee Interlocal Agreement.
- 9. Resolve establishing the Lewiston Area Public Health Committee.
- 10. Resolve accepting the Report of the Committee to Review Public Works' Service Level Standards.
- 11. Update from the Lewiston School Committee Representative.

12. Reports and Updates.  
+       - LA 911 FY17 Budget
13. Any other City Business Councilors or others may have relating to Lewiston City Government.
14. Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
15. Executive Session to discuss labor union negotiations regarding the city's six employee unions.

LEWISTON CITY COUNCIL  
WORKSHOP AGENDA  
TUESDAY, JUNE 7, 2016  
6:00 PM

1. Hartley Block Affordable Housing Project -- Lisbon Street – 30 minutes

The Szanton Company has received an option from the City to purchase five City-owned parcels located on Lisbon Street between Pine and Ash to develop a multi-use project including commercial and workforce and market rate residential units. Since the initial presentation, the project has been modified to better align with Maine Housing's requirements for scoring housing tax credit applications. Mr. Szanton would like to update the Council on the status of the project and Maine Housing's scoring system, and staff would like to review the draft joint development agreement and parking lease for this project.

2. Executive Session – Legal issue – County Lawsuit – 30 minutes

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE: Hartley Block Development - WORKSHOP**  
**Date:** May 31, 2016

The Szanton Company wants to develop a mixed use, mixed-income apartment building on seven downtown lots located at 149 – 177 Lisbon Street. The building will be 4 stories tall on the Lisbon Street side of the building, with approximately 4,100 square feet of retail/commercial space at street level with apartments on the upper floors. The building will be 5 stories on the Canal Street Alley side of the building, with apartments on all floors. Total project costs are estimated at \$11.8 million, with \$8.4 million for construction. The project will be called the Hartley Block, after renowned painter, poet and Lewiston native, Marsden Hartley, who once had an art studio in a building on the site that was lost to an arson fire in 2006. The project is contingent upon Szanton being successful in its application for Low Income Housing Tax Credits, which they will apply for later this year.

As the project was originally conceived and presented to the city council, in addition to the retail space, Szanton planned to build 71 one-bedroom apartments, 56 of which would be workforce housing with the other 15 units as market rate housing. The Council approved the sale of the five city owned lots located at 159 -177 Lisbon Street to Szanton Monks Properties LLC for \$152,140. Szanton also secured the rights to purchase 149 and 155 Lisbon Street from Tom Platz. The purchase price for both the City and Platz owned land was based on \$3,000 per unit.

Approximately 60% of the funding for this project will come from federal Low Income Housing Tax Credits (LIHTC). In Maine, LIHTC are awarded annually on a competitive basis. The supply of LIHTC is limited and the competition to receive them is fierce – in a typical year 15 to 20 projects apply for credits but only 4 or 5 projects are funded. Each year MaineHousing issues a Qualified Allocation Plan (QAP) that specifies how they will score applications for LIHTC. To get funding, it is critical that a developer secure as many points as possible under the QAP guidelines.

In most years, any changes to the QAP are relatively minor. However, the 2017 QAP did not follow that trend. Since the Council approved the sale of the land in April, MaineHousing released the 2017 QAP. The changes were substantial,

unexpected, and were issued more than a month later in the year than they usually are.

To score well under the 2017 QAP necessitates a change in the unit configuration. In response, the unit count has been reduced from 71 to 63. The number of market rate units has increased from 15 to 22. There will now be 33 one-bedroom units (20 workforce, 13 market); 20 two-bedroom units (13 workforce/7 market); and 10 three-bedroom units (8 workforce, 2 market). Rents will range between \$492 and \$775 for the one-bedroom units, from \$588 to \$950 for the two-bedroom units, and from \$668 to \$1,065 for the three-bedroom units. The workforce apartments will be targeted to households making between approximately \$20,000 for a one person household up to \$48,600 for a four person household.

The land cost per unit remains \$3,000, but the developer regrets that with fewer units the purchase price for the city owned land needs to be reduced from \$152,140 to \$135,000. However, the reduced purchase price is still above the current assessed value of the land of \$129,360. Among the actions the City Council will be asked to take at the June 21 meeting is amending the Purchase and Sale Agreement to the lower price.

The developer is seeking TIF support for this project. Previously discussed with the Council was a reimbursement of 50% of the new taxes generated from the project for a period of 15 years. The TIF funds would be used to help support operating expenses of the project. This request was based upon the 2016 and prior QAP's; which awarded a flat 3 points for any TIF meeting this percentage and term or any greater percentage and/or term. The 2016 QAP amended the scoring process so that a 50 -75% TIF for 15 years is awarded 3 points, a 50-75% TIF for at least 20 years is awarded 4 points, and 50-75% TIF for 30 years is awarded 5 points. A TIF greater than 75% for 15 years is awarded 4 points, for 20 years is awarded 5 points, and for 30 years is awarded 6 points. The developer would like to discuss with the City Council its willingness to consider a 50%, 20 year TIF so as to gain another point in the scoring, improving the likelihood of being awarded LIHTC.

Chief Assessor Bill Healey estimates the Assessed Value of the Hartley Block when completed will be \$3.2 million. Attached is a simple proforma showing the revenues that would flow to the city and developer if the project is built. In the proforma, the mil rate and Assessed Valuation are held constant. In reality, it is likely one, the other, or both will increase over time.

Szanton has also requested \$325,000 in HOME funding or other federal support for the project. HOME is a federal funding source that can only be used to support affordable housing. Lewiston is a recipient of HOME funds as part of a consortium with Auburn. The TIF and HOME support for this project is needed, not only to be competitive in securing the LIHTC, but financially for the development and operation of the project. Market rents currently do not support the cost of new construction in Lewiston.

Parking for the facility will be in the Centreville Garage, with Szanton including 1 parking space per apartment in the garage as part of the rent. Szanton wishes to enter into a long term lease for those parking spaces, paying the market rate.

The City has had a positive experience with the Szanton Company. They were the developer and are the owner of The Lofts at Bates Mill, which is a 48-unit mixed income housing project. Fifteen of the apartments are market rate, the others are workforce housing. The project leased up ahead of schedule and, other than occasional short term vacancies between tenants, has been full ever since. The project currently has a waiting list. The Szanton Company has a sister property management company, Saco Falls Management, that only manages Szanton owned properties. In addition to The Lofts at Bates Mill, these include three apartment complexes in Portland, one in Biddeford, and one in Exeter, New Hampshire. They have a second mill redevelopment project under construction in Biddeford as well as a historic redevelopment of the former Huse School in Bath. All Szanton Company projects include mixed income housing.

The City Council is currently scheduled to take action on a Joint Development Agreement (JDA) that specifies the terms of the TIF and HOME support for this project on June 21<sup>st</sup>. A copy of the draft JDA is attached, as is a draft of the Parking Agreement. The Council will also be asked to approve an amendment to the already approved Purchase and Sale Agreement, reducing the price from \$152,140 to \$135,000.

Nathan Szanton will be in attendance and eager to discuss the project at the June 7<sup>th</sup> city council workshop.

City staff supports this project. It will bring people, energy, and tax base to a section of Lisbon Street that has been a blighting influence since a fire destroyed the previous structures in 2006. Residential development is an essential component of downtown revitalization. Development of retail space will add activity and help Lisbon Street achieve the critical mass needed to thrive as a shopping/entertainment district.

## Hartley Block Proforma

### 63 Mixed Income Apartments with 4,100 s.f. of Retail

Year	Captured Assessed Value	Mil Rate	Total Tax New Taxes	50% to Project	50% to COL	Parking Rev. <sup>1</sup>	New Revenues City
1	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
2	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
3	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
4	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
5	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
6	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
7	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
8	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
9	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
10	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
11	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
12	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
13	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
14	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
15	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
<b>Total Revenues after 15 year TIF</b>				<b>\$ 660,720</b>			<b>\$ 1,137,000</b>
<sup>1</sup> 63 units @ 42 per month							
16	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
17	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
18	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
19	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
20	\$ 3,200,000	0.02753	\$ 88,096	\$ 44,048	\$ 44,048	\$ 31,752	\$ 75,800
<b>Total Revenues after 20 year TIF</b>				<b>\$ 880,960</b>			<b>\$ 1,516,000</b>

6/1/2016

## **Agreement for Development Assistance and Tax Increment Financing**

THIS AGREEMENT made as of this \_\_\_\_ day of June, 2016 by and between **THE CITY OF LEWISTON**, a body politic and corporate situated in Androscoggin County, Maine (hereinafter sometimes referred to as “City,” which expression shall include its successors and assigns), and **THE HARTLEY BLOCK, LP**, a Maine limited partnership, with a place of business in Portland, Maine (hereinafter sometimes referred to as “THB,” which expression shall include its successors and assigns).

I. WHEREAS,

A. THB is in the business of providing affordable housing to a diversity of income groups in Maine, including the City of Lewiston;

B. THB and the City have come to terms on the sale of five (5) City owned lots located at 159 – 177 Lisbon Street, Lewiston, Maine; and THB has come to terms on the purchase of 149 and 155 Lisbon Street, Lewiston, Maine from a private party;

C. The City and THB have identified a need for construction of a new mixed-use, mixed income building at 149 – 177 Lisbon Street in Lewiston, Maine, which is currently a vacant and blighted lot approximately 18,884 square feet in size. The building to be constructed on the site will be known as The Hartley Block. It will consist of approximately forty-one (41) apartments of independent, decent and affordable one, two, and three bedroom housing units and related community space for income qualified individuals and families (the “Assisted Housing”); and twenty-two (22) market rate apartments which will be comprised of a mix of one, two and three bedroom units. Approximately 4,100 square feet of retail/commercial space will be constructed on the Lisbon Street side of the building at street level. This mixed-use building will be referred to in this document as the “Project.” The workforce and market rate housing being developed within the project will collectively be referred to as the “Housing”;

D. Construction of the Housing will improve the well-being of City residents and better the health, safety and welfare of City residents;

E. THB has requested the City’s assistance in connection with the development of the Housing consisting of the City’s providing HOME or other Federal funds received by the City through the Federal Department of Housing and Urban Development. The City’s total funds from these sources shall be Three Hundred and Twenty-Five Thousand Dollars (\$325,000) toward the projected Eleven Million Dollar (\$11,000,000) cost of developing the Housing,

Finally, THB has requested that the City establish a Municipal Affordable Housing Development District and provide assistance with operating costs utilizing Tax Increment Financing, as permitted by 30-A M.R.S.A. § 5245;

F. At least 25% of the area within the proposed Municipal Affordable Housing District is suitable for residential use and is in need of redevelopment;

G. The provision of such assistance by the City has been determined to be consistent with the Development Plan, pursuant to authority granted by 30-A M.R.S.A. § 5245 *et. seq.*, including without limitation, providing affordable and livable housing and a suitable living environment, and improving the health and safety of City residents through affordable housing opportunities as outlined in the City's community development program.

II. In consideration of the foregoing, the City and THB agree as follows:

A. Definitions. The terms defined in this Section II (A) shall, for all purposes of this Agreement, have the meanings herein specified.

1. Agreement - shall mean this Agreement for Development Assistance and Tax Increment Financing between the City and THB.

2. Assisted Housing - shall have the meaning stated in Section I (B).

3. Captured Assessed Value - shall mean the percentage of the Increased Assessed Value, as certified by the Tax Assessor, which is utilized from year to year to finance the Project Costs. This percentage shall be 50% annually.

4. Captured Tax Increment - means the Tax Increment Revenues paid on the Captured Assessed Value which shall be paid into the Development Program Fund for distribution as described herein.

5. City - shall mean the City of Lewiston, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine 04240 Attention: Director of Finance. Copies of notices required under this Agreement shall be sent to Martin I. Eisenstein, Esq., Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070.

6. City Council – shall mean the legislative body of the City.

7. Claims - shall have the meaning stated in Section II (G).

8. Current Assessed Value - shall have the meaning set forth in 30-A M.R.S.A. Section 5222(4), and for the purposes of this Agreement shall mean the assessed value of all real property in the District each year beginning as of April 1<sup>st</sup>, 2018 and continuing up to April 1, 2033

9. Development Costs - shall mean capital expenditures made in order to complete the Housing, including using the City's commitment of its HOME funds.

10. Development District or District - shall mean the Municipal Affordable Housing Development District to be established by resolution of the City Council and pursuant to 30-A M.R.S.A. Section 5245, *et seq.*, as set forth in Exhibit A consisting of approximately 18,884 square feet of vacant land located at 149 – 177 Lisbon Street, Lewiston, Maine.

11. Development Program - shall mean the Development Program adopted by the City Council for the District pursuant to 30-A M.R.S.A. § 5248

12. Development Program Fund - shall mean the fund established by the City for the District pursuant to 30-A M.R.S.A. § 5250-A (3) which shall be pledged to and charged with the payment of the Project Costs outlined in the Development Program provided by THB to the City and approved by the City.

13. Event of Default - shall have the meaning stated in Section II (F).

14. Housing – shall mean the 63 units of housing described in Section I (B) be constructed on the Property.

15. Increased Assessed Value - shall mean the amount by which the Current Assessed Value exceeds the Original Assessed Value of the Development District for each of the 15 Tax Years beginning in Tax Year 2018 and concluding at the end of Tax Year 2033.

16. THB - shall mean The Hartley Block, LP, a Maine Limited Partnership, with a mailing address of c/o The Szanton Company, 482 Congress Street, Suite 203, Portland, Maine 04101. Copies of notices required under this Agreement shall also be sent to John S. Kaminski, Drummond Woodsum & MacMahon, 84 Marginal Way, Suite 600, Portland, ME 04101.

17. Optimal Assessed Value - shall mean (a) prior to April 1, 2018 an amount equal to the actual Current Assessed Value and (b) from and after the beginning of April 1, 2018, an assessed Value in the amount of Three Million and Two Hundred Thousand (\$3,200,000), which amount shall be reduced to reflect any reduction in value from any fire, earthquake, or other casualty or act of God until any damage resulting therefrom is restored and the term of payment obligations of the parties under this Agreement shall be extended by the same period of time the value of the property is reduced until the damage is restored.

18. Original Assessed Value – shall mean the assessed value of all real property in the District as of April 1, 2016.

19. Project Costs - shall mean any costs that are eligible for reimbursement pursuant to 30-A M.R.S.A § 5245 et seq. or in regulations promulgated thereunder and set forth in the Development Program submitted by THB and approved by the City, specifically including operating expenses.

20. Property – shall mean the Project developed at 149-177 Lisbon Street, Lewiston, Maine, as more fully described in Exhibit A, attached hereto.

21. Tax Increment Revenues - shall mean those real property tax revenues attributable to Increased Assessed Value in each Tax Year, during the fifteen (15) year period beginning in Tax Year 2019 and continuing through the end of Tax Year 2034.

22. Tax Year - shall mean the municipal tax year which begins on July 1<sup>st</sup> after the preceding April 1<sup>st</sup> assessment date in that same calendar year, and which ends on the following June 30<sup>th</sup>. By way of illustration, Tax Year 2018 began on July 1, 2017.

B. City's Obligations.

1. Establishment of Development District. The City shall use commercially reasonable efforts to establish and cause the Maine State Housing Authority to approve the Development District as an Affordable Housing Tax Increment

Financing District pursuant to 30-A M.R.S.A. § 5245 *et seq.*, for the purpose of facilitating the provision of the financial assistance contemplated hereunder.

2. Disbursement of HOME Grant funds. The City shall provide Federal HOME funds received by the City through the Federal Department of Housing and Urban Development towards HOME funds eligible Development Costs or other Federal funds such as Community Development Block Grant funds in the amount of Three Hundred and Twenty Five Thousand Dollars (\$325,000). These funds shall be provided by City to a corporate affiliate of THB as a grant, and be subject to a sub recipient agreement between the City and the affiliate of THB which requires that these funds be used to build the Project.

3. Disbursement of TIF funds to THB. The City will disburse the Captured Tax Increment for application toward or reimbursement of Project Costs to THB twice annually in thirty (30) disbursements beginning in Tax Year 2019 and continuing through Tax Year 2034, as described in Section II(D)(3), which obligation to disburse is subject to: (1) completion of construction of the Housing by THB; and (2) designation of the Development District and approval of the Development Program and this Agreement by the director of the Maine State Housing Authority.

C. THB's Obligations.

1. THB's Obligation to Construct. THB agrees to construct the Project on the Property, and agrees that the Assisted Housing will be leased or otherwise occupied by households with incomes at or below fifty percent (60%) of area median income, adjusted for household size, THB's total investment in the Property, including the City's assistance, shall not be less than approximately Eleven Million Dollars (\$11,000,000), but in any event sufficient to complete construction of the Project. Construction of the Housing shall commence within eighteen (18) months of the date first set forth above, and THB shall use commercially reasonable efforts to cause the same to be completed on or before June 30, 2018. In the event that the Housing and/or any other portion of the Property is damaged or destroyed by any fire, earthquake, or other casualty or act of God prior to the end of Tax Year 2034, THB shall use such commercially reasonable efforts as are necessary to restore the Housing and/or other portion of the Property to the same condition that existed prior to the damage or destruction.

2. Reimbursement of City's Fees and Expenses. THB shall pay or reimburse the City for all reasonable fees, expenses and other charges of the City and its consultants, including the City's attorneys, in connection with the negotiation, execution and carrying out of this Agreement and the negotiation, approval and carrying out of the Development Program.

3. State Reporting Requirements. To the extent required by statute and regulations, THB shall comply with all reporting requirements relating to this tax increment financing project.

4. THB Obligation to Achieve and Maintain Optimal Assessed Value. On or before March 31, 2019, THB agrees that the Optimal Assessed Value shall be achieved, and that as of April 1<sup>st</sup> of each succeeding year thereafter, during the term of this Agreement, Current Assessed Value shall be maintained at no less than the Optimal Assessed Value. The provisions of this paragraph shall apply notwithstanding that Section II.C.1 does not require completion of the Housing until September 30, 2018.

5. THB Contingencies. If any of the following conditions are not satisfied, THB shall have the sole and exclusive right to terminate this Agreement by delivering written notice of such termination to the City, and in the event of such termination the parties shall have no further obligations hereunder:

a. On or before December 31, 2016, THB is awarded low income housing tax credits by the Maine State Housing Authority in an amount when combined with the other sources of financing is sufficient in the sole discretion of THB to finance construction of the Housing

d. On or before July 1, 2018, THB obtains other financing commitments in an amount when combined with the other sources of financing is sufficient in the sole discretion of THB to finance construction of the Housing.

e. City obtains approval of the District from Maine State Housing Authority as contemplated by Section II.A.1 by January 1, 2018.

THB shall have twenty-one (21) days from the dates specified in the foregoing subsections to deliver such termination notices to the City.

6. Purchase of the Property. THB agrees to purchase those land parcels that comprise the Property. If THB is unable to close on any of such acquisitions for reasons beyond its reasonable control by September 30, 2017, either party may terminate this Agreement.

D. Administrative Provisions.

1. Taxable Status of District Property: Tax Base Conservation Payment. The parties agree that, other than public ways, water pipes or conduits, industrial inventories or stock in trade, there is no real property located within the boundaries of the Development District which is entitled to exemption from municipal taxation by reason of the status or other qualification of its owner, or the use to which it is put, and that in the event that any part of such real property now or hereafter located, constructed or delivered into the Development District should be determined to be entitled to such exemption from municipal taxation, the owner of such real property shall annually be liable to City in an amount equal to the amount of tax which, but for the exemption, would be due to the City with respect to such real property (hereinafter the "Tax Base Conservation Payment"). Payment of the Tax Base Conservation Payment shall be made on or before September 30th of each year in which it is due. THB shall promptly pay the Tax Base Conservation Payment. This Agreement shall be recorded in the Androscoggin County Registry of Deeds and shall be binding upon the parties and upon all Lessees and/or successors-in-title to THB with respect to property located within the District, for so long as this Agreement shall remain in effect. The Agreement to make Tax Base Conservation Payments with respect to property which is subject to tax exemptions (i) shall be a covenant running with the land, made in consideration of the assistance by the City of Lewiston's Development Costs; (ii) is a voluntary contractual arrangement; and (iii) is not and shall not be construed to create a service charge.

2. Deposits into Development Program Fund. The term of the Development District and this Agreement, subject to the provisions of Section II (H) (6), shall be 17 years. During the term of the Development District, the City shall annually deposit into the Development Program Fund, or other fund established pursuant to 30-A

MRSA § 5250-A(3)(A), that portion of each property tax payment by THB or its successors or assigns during the term of this Agreement constituting Tax Increment Revenues from within the Development District. The City shall make such deposit promptly upon receipt of Tax Increment Revenues. The first payment into the Development Program Fund shall be made from revenues arising out of the Tax Year 2019 municipal tax bill and shall continue until the last such deposit shall be made from revenues arising out of the Tax Year 2027 municipal tax bill.

3. THB Payment. THB shall pay to the City when due the taxes on the Optimal Assessed Value or Current Assessed Value, whichever is higher. The City shall withhold from any payment to be made by the City pursuant to this Agreement any amount due from THB that is due and unpaid.

4. Payments from the Development Program Fund for Project Costs. Beginning with the 2018 tax year and continuing through the end of Tax Year 2034 within fifteen (15) days after the last payment by THB of taxes for the Tax Year, and provided that THB has made full payment of taxes on the Optimal Assessed Value or Current Assessed Value, whichever is higher, the City shall pay THB the Captured Tax Increment for that Tax Year, as identified in Section II (A) (4). THB agrees that all payments made to it will be used and applied to Project Costs. The remaining proceeds of the Development Program Fund shall be remitted to the City's General Fund, consistent with 30-A M.R.S.A. §§ 5250-A (3) (D).

E. THB Guaranty of Optimal Assessed Value to the City.

1. Undertaking to Guaranty and Determination of Amounts Guaranteed. In order to induce the City to enter into this Agreement, THB covenants, notwithstanding Section II.C.1, that by March 31, 2018, the Optimal Assessed Value shall be achieved. To give effect to that covenant, THB agrees that in the event that as of March 31, 2018 or as of April 1<sup>st</sup> of each subsequent year while this Agreement remains in effect, the Current Assessed Value is less than the Optimal Assessed Value, THB promises to pay to the City a sum equal to the difference between the actual tax revenues (being those computed upon the basis of the then Current Assessed Value of the Housing and land) and the tax revenues which would have been realized

had the Optimal Assessed Value been achieved, as adjusted as necessary for the portion thereof that would have been paid to pursuant to the provisions of this Agreement.

2. Due Date of Payment, Etc., of Guaranteed Payments. Such payments shall be made on the due date(s) of tax payments to the City following the April 1 assessment date to which the guaranteed payments correspond) and shall, in the event that they are not timely paid, be subject to the same rate of interest as that assessed upon late taxes. These Guaranty obligations shall remain in effect during the term of this Agreement.

3. Waiver. In connection with any of the obligations described in this Subsection E, THB hereby grants to the City full power, in its commercially reasonable discretion and with notice to THB, to deal in any manner with THB's liabilities under this Agreement, including, but without limiting the generality of the foregoing, the following powers: (i) to grant any extension or renewal thereof and any other indulgence with respect thereto, and to effect any release, compromise, or settlement with respect thereto; and (ii) to enter into any agreement of forbearance with respect to all or any part of the liabilities and to change the terms of any such agreement. The obligations of THB hereunder shall not be released, discharged or in any way affected, nor shall THB have any rights of recourse against City, by reason of any action City may take or omit to take under the foregoing powers.

F. Default and Remedies.

1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

a. Failure to Pay. Failure of either party to timely make payments to the other party due and payable under this Agreement within fifteen (15) days after the receipt of written notice of such payment failure.

b. Abandonment of Project. THB shall abandon the project.

c. Failure to Pay Taxes. THB shall fail to make any payment of municipal taxes assessed upon real or personal property of THB's within the District within Forty-Five (45) days after the due date of such taxes and within Fifteen (15) days after the City shall have provided THB with written notice of such failure.;

d. Other Failures to Perform. Any other failure by a party, other than a payment failure, to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the party to be observed or performed;

e. Events of Insolvency. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the party.

2. Remedies on Default. Whenever any Event of Default referred to in Section II (F) (1) other than a payment failure under Section II (F) (1) (a) shall have occurred and be continuing for a period of thirty (30) days after a party's receipt from the other party of written notice of such Event of Default by the party or, in the case of a payment failure, be continuing beyond any applicable grace period pursuant to Section II(F)(1)(a), if any, the other party may, in its discretion, (a) specifically enforce the performance or observance of any obligations, agreements or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured; and/or (c) declare an Event of Default to exist, terminate this Agreement and its obligations under this Agreement. A defaulting party agrees to pay the other party's expenses, including reasonable attorneys' fees, incurred in connection with enforcing this Agreement or as a result of an Event of Default by the defaulting party.

3. Remedies Cumulative. No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default, to insist upon the strict performance of any covenant or agreement herein set forth or to exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.

G. Indemnification.

THB agrees that it will at all times indemnify and hold harmless the City and each officer or employee of the City against any and all losses, costs, damages, expenses and liabilities of whatever nature, including, but not limited to, reasonable attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments, directly or indirectly resulting from, arising out of, or related to one or more Claims (hereinafter defined), but excluding any Claims to the extent arising from the City's negligent acts or omissions. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature against the City relating in any manner to the actions or omissions of THB in connection with the development of the Housing and THB's performance under this Agreement, including but not limited to claims, lawsuits, causes of action and other legal actions and proceedings, involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City or any other person and all property owned or claimed by the City, THB, any affiliate of THB or any other person). The obligations of THB under this Section shall apply to Claims that

arise out of, or are related to any event, occurrence, condition or relationship prior to termination of this Agreement, whether or not such Claims are asserted prior to termination of this Agreement or thereafter. The obligations of THB under this Section shall not be affected by an assignment or other transfer by the City or THB of its right, title or interest under this Agreement, and will continue to inure to the benefit of the City and its officers and employees both prior to and after any such assignment or transfer. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

H. Miscellaneous.

1. Representations and Warranties. Each party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the State of Maine (b) it has the necessary power and authority to enter into and perform its obligations under this Agreement; (c) it has duly authorized the persons(s) signing this Agreement to execute this Agreement on its behalf; (d) upon execution, this Agreement will be a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (e) the execution and delivery of this Agreement and its performance by such party will not violate, result in a breach of or conflict with any law, rule, regulation, order or decree applicable to such party, its organizational documents or the terms of any other agreement binding on such party, except that to the extent that any obligations of the City hereunder require approvals by municipal zoning officials or bodies, including without limitation, the Planning Board and Zoning Board of Appeals, or require approvals of State agencies, or judgments of state courts, such as in the case of eminent domain proceedings, such obligations are contingent upon obtaining the necessary approvals.

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

3. Integration. Except as otherwise expressly provided herein, this Agreement contains the entire agreement between the parties hereto, and no modification,

amendments, change or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing, signed by all parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against who such waiver is asserted. The parties agree that they will not assert in any action arising under this Agreement that an amendment or waiver of this Agreement has occurred unless made in writing.

4. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given, made, or sent hereunder shall be in writing, signed by the party giving or making the same, and shall be by hand delivery or sent by certified mail to the other at its respective address stated in Section II. Any party hereto shall have the right to change the place to which any such notice, offer, demand, or writing shall be sent to it by similar notice sent in like manner to the other party. The date of receipt or rejection of any offer, demand, notice, or instrument shall be deemed to be the date of such offer, demand, notice, or instrument and shall be effective from such date.

5. Choice of Law; Jurisdiction. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Maine and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Maine shall be applicable and shall govern to the exclusion of law of any other forum. The parties agree to the jurisdiction of the courts of the State of Maine or of the United States of America located in the State of Maine, and agree that any action relating to this Agreement shall be brought in either such court.

6. Effective Date and Term. This Agreement shall remain in full force from the date of execution of this Agreement and shall expire upon the payment of all amounts due to THB and the performance by the City and THB of their respective obligations under this Agreement (not including amounts owing under the mortgage loan referenced in Section II (B) (2)) unless sooner terminated as provided in this Agreement. The obligations of the City to deposit Tax Increment Revenues into the Development

Program Fund and to make payments from the Development Program Fund to THB shall terminate after the conclusion of Tax Year 2027 unless this Agreement shall be terminated earlier. For Tax Years 2028 and thereafter, all property within the Development District shall be taxable by the City to the extent provided by law.

7. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8. Assignability. THB shall not have the right to transfer or assign all or any portion of its rights in, to and under this Agreement, or the Development Program, at any time, unless the City, by its City Administrator consents to the same, which consent shall not be unreasonably withheld.

9. Parties in Interest. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the City and THB any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and THB.

10. No Personal Liability of Officials of the City: Relationship of Parties. No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation, or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof. The parties understand and agree that no party is an agent, employee, contractor, vendor, representative or partner of any other party, that (except as expressly set forth in writing) no party shall owe a fiduciary duty to any other party, that no party shall hold itself out as such to third parties and that no party is capable of binding any other party to any obligation or liability without the prior written consent of the other party. Neither the

execution and delivery of this Agreement, nor consummation of the transactions contemplated hereby, shall create or constituted a partnership, joint venture or any other form of business organization or arrangement between or among the parties.

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

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

**(Remainder of page intentionally left blank)**

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

CITY OF LEWISTON

\_\_\_\_\_  
WITNESS

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

THE HARTLEY BLOCK, LP

\_\_\_\_\_  
WITNESS

By: 155 Lisbon Street, LLC  
Its General Partner

\_\_\_\_\_  
By: Nathan Szanton  
Its Managing Member

STATE OF MAINE  
ANDROSCOGGIN, SS.

June \_\_\_\_, 2016

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

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

STATE OF MAINE  
CUMBERLAND, SS

June \_\_\_\_, 2016

Personally appeared before me the above-named Nathan Szanton, Managing Member of 155 Lisbon Street, LLC, the General Partner of The Hartley Block, LP, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company

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

Exhibit A  
Property Description

(See Attached)



## PARKING LEASE AGREEMENT

This PARKING LEASE AGREEMENT (this "Lease") is entered into as of this \_\_\_\_\_ day of June, 2016, by and between Hartley Block, LP, a Maine limited partnership with a mailing address of c/o The Szanton Company, One City Center, 4<sup>th</sup> Floor, Portland, Maine 04101 ("Tenant") and the City of Lewiston, a municipality organized and existing under and by virtue of the laws of the State of Maine with a mailing address of 27 Pine Street, Lewiston, Maine 04240 ("the City").

1. Premises. The City is the owner of the Centreville Parking Garage located at 62 Canal Street (the "Garage") which is located near the residential project to be called the Hartley Block which is, being developed by Tenant at 149 – 177 Lisbon Street, Lewiston, Maine (the "Project") The City hereby agrees to rent to Tenant and Tenant agrees to rent from the City the use of sixty-three (63) parking spaces (the "Parking Spaces") located in the Garage subject to the terms and conditions set forth herein. The premises leased hereunder shall at all times be deemed to include the right to enter onto and to cross the land of the City adjoining the Garage for purposes of ingress and egress by Tenant and its invitees to the Parking Spaces. The Parking Spaces shall be for the use (as further described herein) of the Tenant's tenants and visitors at the Project. The parties acknowledge that the Parking Spaces do not constitute specific parking spaces in the Garages and are not located in a specified area of the Garage. The Parking Spaces provided by the City for use by Tenant shall be used in common with other tenants of the City and other users of the Garage, provided, however, that the City shall at all times have available the Parking Spaces leased hereunder for use by Tenant and Tenant's invitees. The City represents, warrants and covenants that it has lawful title and right to make this Lease for the term and on the conditions described herein. The Tenant shall designate no later than one month in advance by notice to the City how many spaces shall be leased in the Garage, not to exceed sixty-three (63) Parking Spaces collectively, and may vary that designation from time to time but no more frequently than monthly, and the City shall honor that designation. Upon provision of such designation and payment of any rent owed in connection with the designated Parking Spaces, the City shall provide Tenant with the means of utilizing such Parking Spaces as contemplated under Section 8 hereof.

2. Additional Spaces Available for Lease by Tenant or Residents of Tenant's Project. In addition, the City agrees to rent to Tenant or to the residents of the Project upon request, up to twenty-eight (28) additional parking spaces located in the Garages subject to the terms and conditions set forth herein.

3. Term. The term of this lease shall commence on the date that certificates of occupancy are issued for any of the units in the Project (the "Commencement Date"), and will remain in force and effect until the earlier of (a) the date which is the thirtieth (30<sup>th</sup>) anniversary of the Commencement Date, and (b) December 31, 2048 (the "Term"), unless sooner terminated in accordance herewith.

4. Use. Beginning on the Commencement Date, Tenant shall use the Parking Spaces solely for the parking of vehicles and for no other purposes.

5. Rent. Tenant covenants and agrees to pay to the City rent each calendar month in advance on the first day of the month at a per Parking Space monthly rate equal to the prevailing monthly rental rate charged by the City to other residential parkers in the Garage for such month. Tenant shall be liable for the rent for the Parking Spaces and the City shall bill Tenant directly for such rent. The parties acknowledge that the, the prevailing monthly rental rate is \$42.00 as at the date of this Lease. Rent for any additional parking spaces rented by Project residents under paragraph 2 shall be at the same rate, and shall be charged by the City to, and paid by, such residents. Failure of a Project resident to pay or otherwise perform any obligations to the City shall not be a default of Tenant under this Parking Lease Agreement.

6. Right of Entry/Maintenance Obligations. The City may enter the Garages at reasonable times to make repairs and improvements. While making repairs and improvements the City may temporarily suspend operation of entrances and walkways to the Garage, provided, however, that the City shall do such work in a manner that will cause the least inconvenience practicable to Tenant and shall ensure that the Garage remain generally accessible to the Project's residents. The City may exercise such rights to make repairs and improvements without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant. The City shall be responsible for maintenance of the Garage, including without limitation maintaining the Parking Spaces in the same condition as at the beginning of the term, periodic re-striping (if applicable), snow removal, and clearing of debris, trash and other obstructions. In the event of any casualty event or other event that causes an interruption in the availability of parking in either or both of the Garages, the City shall provide reasonably near alternate parking in such location as the City may determine in its reasonable discretion at no additional cost to Tenant provided, that notwithstanding any term of this Lease, the City shall not be required to construct or build any new parking facilities in order to comply with its obligations under this Lease.

7. Quiet enjoyment. So long as Tenant is not in default of the terms of this Lease, Tenant shall quietly enjoy the Parking Spaces without hindrance by or from the City or its agents. Notwithstanding Tenant's right to quiet enjoyment, the City may make improvements and repairs to the Property and portions thereof from time to time in accordance with the provisions above.

8. Allocation. Tenant may allocate the right to use Parking Spaces leased hereunder individually to residents of the Project on such terms and conditions as Tenant in its sole discretion finds advisable. Tenant may collaterally assign this Lease to lenders or investors financing construction costs or otherwise providing financing for the Project. The City shall execute such consents to such collateral assignments and such estoppel certificates or other instruments as such lenders or investors may reasonably require. The

City and Tenant shall enter into an arrangement such as the provisions of monthly parking cards so as to permit Tenant or its designees to make use of the Parking Spaces designated for use by Tenant under Section 1.

9. Tenant's Default. If Tenant shall neglect or fail to make any payment of rent or charge within fifteen (15) business days after written notice of such default by the City, or if Tenant shall fail to cure a default in the performance of any of the other of the Tenant's covenants or commence to take all steps that are practical under the circumstances to begin the cure of such default and diligently prosecute such cure to completion within fifteen (15) days after date of written notice of such default by the City, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or if a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Tenant under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within ninety (90) days from the date upon which it is filed, then, and in any of said cases, the City may immediately or at any time thereafter deliver written notice to the Tenant that the City elects to terminate this Agreement, or the City lawfully may immediately or at any time thereafter and without demand or notice, enter upon the Property and repossess the Parking Spaces and expel Tenant and those claiming through or under Tenant without prejudice to any rights or remedies which might otherwise be used for arrears of rent or previous breach of covenant, and upon such notice or entry, all rights of Tenant under this Agreement shall terminate; and Tenant covenants that in case of such termination, Tenant will pay all rents and other charges due and owing through the said termination date. In addition, Tenant agrees to pay to the City, as damages for any above described breach, all reasonable costs of the City's attorneys' fees incurred in connection with any default by Tenant. Notwithstanding anything to the contrary contained in the Loan Documents, the City hereby agrees that any cure of any default made or tendered by Tenant's "Investor Limited Partner" shall be deemed a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Tenant. Copies of all notices which are sent to Tenant hereunder shall also be sent to Tenant's Investor Limited Partner c/o Hunt Capital Partners, LLC, 1600 Duke Street, Suite 420, Alexandria, 22314, Attention: Alan T, Fair with a copy to Ballard Spahr LLP, 1735 Market Street, 51<sup>st</sup> Philadelphia, PA 19103, Attention Jere Thompson, Esq.

10. City's Default. The City shall in no event be in default in the performance of any of its obligations hereunder unless and until the City shall have failed to perform such obligations within 15 business days or such additional time as is reasonably required to correct any such default after receipt of written notice by Tenant to the City properly specifying wherein the City has failed to perform any such obligation except that the City will have a maximum of 10 days upon written notice to cure a default that prohibits Tenant's residents from accessing the Garage or any alternate parking facility arranged

by the City. Upon the failure of the City to take all steps that are practical under the circumstances to begin the cure of such default and diligently prosecute such cure to completion, which failure is not remedied within ten (10) business days after receipt of written notice of such default, in addition to any other remedies provided by law, the Tenant may bring a claim to specifically enforce any provision of this Agreement and the prevailing party to such action shall be entitled to recover from the losing party, reasonable attorneys' fees and costs.

11. No Waivers. No failure to act by either party shall be deemed to be a waiver by said party of any of its rights hereunder, and no waiver or consent by either party shall be deemed a waiver of such provision or of a subsequent breach or consent to the same or any other provision. Any and all rights and remedies that either party may have at law or in equity upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by a party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

12. Severability. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

13. Entire Agreement. No oral statement or prior written matter shall have any force or effect. This Agreement shall not be modified except by a writing executed by all parties. If any provision of this Agreement or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Governing Law: Waiver of Jury Trial. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine. The City and Tenant have mutually agreed that they have waived trial by jury in any proceeding brought by either party against the other arising out of this Lease.

15. Headings. Headings and sub-headings are for convenience only, and shall not be considered a part of this Lease.

16. Memorandum. The City and Tenant agree to execute a memorandum of this Lease and to record the same in the Androscoggin County Registry of Deeds.

17. Facsimile Copies: The City and Tenant agree that facsimile copies of all

documents required to be executed hereunder will be accepted in lieu of originals.

18. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery, by mailing the same by overnight mail, or by certified mail or registered mail, return receipt requested, postage prepaid, provided however, that Tenant's notices pertaining to the number of spaces leased and their location may be given by email to such email address as provided by the City or by facsimile to such facsimile number as provided by the City. Any such notice or communication shall be effective, in the case of overnight mail, one calendar day after said notice is deposited in the United States mail as aforesaid, and in the case of hand delivery, upon acceptance at the office of the City or Tenant, provided, however, that email and facsimile communications for the limited purposes described above shall be effective immediately upon dispatch. If intended for the City, the same shall be mailed to the City at:

City of Lewiston  
ATTN: City Administrator  
27 Pine Street  
Lewiston, ME 04240

With a copy to:

Brann & Isaacson  
184 Main Street, PO Box 3070  
Lewiston, Maine 04243-3070

or at such other address as the City may hereafter designate by notice to Tenant. If intended for Tenant, the same shall be mailed to Tenant at:

The Lofts at Bates Mill, LP  
c/o The Szanton Company  
One City Center, 4<sup>th</sup> Floor  
Portland, ME 04101

With a copy to:

John S. Kaminski, Esq.  
Drummond, Woodsum & MacMahon  
84 Marginal Way, Suite 600  
Portland, Maine 04101

With a copy to

Hunt Capital Partners, LLC  
1600 Duke Street, Suite 420  
Alexandria, VA 22314  
Attention: Alan T. Fair

Ballard Spahr LLP  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, PA 19103  
Attention; Jere Thompson, Esq.

or at such other address or addresses as Tenant may hereafter designate by notice to the City.

IN WITNESS WHEREOF, the said parties have executed this Lease as of the day first written above.

**The Lofts at Bates Mill, LP**

By: Mill Number Two Housing, LLC  
Its: General Partner

\_\_\_\_\_  
By: Nathan Szanton  
Its: Manager

**City of Lewiston**

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

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 7, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6:30pm**

**SUBJECT:**

Executive Session regarding a Legal Matter.

**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 state statutes outline the issues that will be discussed in executive session.

*CRABKMAN*

**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)(E) to discuss a legal matter.

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

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

**INFORMATION:**

The Lewiston and Auburn Police Departments have an opportunity to receive \$42,654 in federal grant funds. These funds are available annually. In the past, these grant funds have been used to purchase surveillance camera equipment, computer upgrades, bicycle patrol unit and provide specialized training.

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

The City Administrator recommends approval of the requested action.

*EA/BJkmm*

**REQUESTED ACTION:**

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

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



City of Lewiston Maine  
City Council Resolve  
June 7, 2016



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

**WHEREAS,** the Lewiston and Auburn Police Departments are eligible to apply for a joint Byrne Memorial Justice Assistance Grant in the amount of \$42,654; and

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

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

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



# POLICE DEPARTMENT

Michael J. Bussiere  
Chief of Police



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

From: Michael Bussiere, Chief of Police

Date: May 18, 2016

Re: 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

We have recently received notification from the Department of Justice's Bureau of Justice Assistance of the local solicitation award for the Cities of Lewiston and Auburn for 2016. The JAG Program, administered by the Bureau of Justice Assistance (BJA) and authorized under Public Law 109-162, is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states and local governments with funding necessary to support a range of program areas including law enforcement, crime prevention and education, planning, evaluation and technology improvement, among others.

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

Total Eligible Joint Allocation:	\$42,654
Lewiston:	\$30,620
Auburn:	\$12,034
Androscoggin County:	N/A separate funding received thru State

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



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



Professionalism      Integrity      Compassion      Dedication      Pride      Dependability

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Authorization to accept transfer of forfeiture funds.

**INFORMATION:**

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

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

The City Administrator recommends approval of the requested action.

*SAB/Kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$810.00, or any portion thereof, in the case of the State of Maine vs. Samatar Girre, CR-16-1418 Court Records, being funds forfeited pursuant to the court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.

STATE OF MAINE  
Androscoggin, ss

SUPERIOR COURT  
Criminal Action  
Docket No. CR-16-1418

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
Samatar Girre	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
810.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Lewiston, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem (\$810.00 U.S. Currency), or any portion thereof, on the grounds that the Lewiston Police Department did make a substantial contribution to the investigation of this or a related criminal case.

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

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

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

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 7, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 494 Main Street Rear.

**INFORMATION:**

One of the most powerful collection tools in a municipality's arsenal is the ability to lien properties for delinquent taxes (real and special only), water and sewer balances, and most recently stormwater balances. Once a lien is recorded, eighteen months must lapse without payment before the lien matures. Prior to maturity, the City Council may waive the right to foreclose on a maturing lien as you have done in the past. If the lien is permitted to mature, the municipality may elect to foreclose on the property or, if subsequent payment is received, return the property to its owner via a quitclaim deed.

At this time, the Finance Director is asking the Council to approve a municipal quitclaim deed for the property located at 494 Main Street Rear. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property. Payments due for this property have all been received in full. Should the Council approve this Order, the quitclaim will be issued to the owners.

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

The City Administrator recommends approval of the requested action.

*ERB/kmm*

**REQUESTED ACTION:**

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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 494 Main Street Rear.



CITY OF LEWISTON, MAINE

June 7, 2016

COUNCIL ORDER

**Order,** Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 494 Main Street Rear.

**WHEREAS,** the owner, Renee Coulombe, failed to pay her tax and utility bills on a timely basis for 494 Main Street Rear (Tax Map 193, Lot 80, Parcel 00-004868); and

**WHEREAS,** a tax lien was filed on June 19, 2014 (Book 8936 Page 254) and matured on December 19, 2015 in the amount of \$105.52; and

**WHEREAS,** a water lien was filed on June 19, 2014 (Book 8936 Page 167) and matured on December 19, 2015 in the amount of \$198.87; and

**WHEREAS,** a sewer lien was filed on June 19, 2014 (Book 8936 Page 74) and matured on December 19, 2015 in the amount of \$162.95; and

**WHEREAS,** payment has been received in full;

**NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON**

That a quitclaim deed is hereby authorized to release the City's interest in the property located at 494 Main Street Rear to the new owner.

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Donation of three portable ground ladders to the Tri-County Firefighters Association.

**INFORMATION:**

Chief LeClair is recommending that the City donate three out of service ground ladders, which are no longer being used by the Lewiston Fire Department, to the Tri-County Firefighters Association. The Association conducts training sessions for area firefighters. These ladders are from a Pumper Truck that was recently retired out of service.

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

The City Administrator recommends approval of the requested action .

*EAB/kmm*

**REQUESTED ACTION:**

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To authorize the Fire Chief to donate three portable ground ladders to the Tri-Town Firefighters Association, in "as is" condition, at which time the equipment will become the property of, and therefore the responsibility of, the Tri-Town Firefighters Association.

# Lewiston Fire Department

Central Fire Station

2 College Street • Lewiston, ME 04240

## Memo

**To:** Edward A. Barrett, City Administrator

**From:** Chief Paul M. LeClair

**Date:** May 27, 2016

**Re:** Ground Ladder Donation

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Ed,

I would like to request approval to donate three Portable Ground Ladders assigned to the 1988 E-One Pumper that was recently removed from service. The donation would benefit the Tri-County Firefighters Association. The association delivers Firefighter I & II training, and a number of Lewiston Firefighters have attended their programs. Lewiston Firefighters also serve as trainers for the Tri-County Association.

The portable ground ladders are 28 years old and were original equipment of the 1988 E-One Pumper. The retired pumper will be sold as surplus equipment.

1 - 24' foot extension ladder

1 – 14' foot roof ladder

1 – 10 foot attic ladder

I have included the email request received from the Tri-County Program Director.

I have also checked with other City Departments, and they have no need for this equipment.

I support the donation and request Lewiston City Council approval.

Paul

Chief Paul LeClair,

Here is a brief overview of our training program. Tri-County Training Association has been around since 1985 serving many communities with in Androscoggin, Sagadahoc and Cumberland counties. Our core classes include Firefighter 1 & 2, Fire Officer 1 & 2 and Fire Instructor 1 & 2. All of our instructors that teach for our programs are all IFSAC or Pro board certified and are well known throughout the fire service for their passion to this profession. T.C.T.A.'s goal in everything that we teach is to provide the best in knowledge and practical application for all the students involved while keeping the cost low.

We are in need of training equipment to better our classes. As of right now we use the host Fire Department's equipment for all of our training equipment needs. If a student in our class accidently damages something it falls back onto that Fire Departments budget to fix or replace that item. A lot of these surrounding towns that send students to T.C.T.A. have a very small operating budget. Our goal is to take that out of their hands and allows us to provide equipment for them to use for all of our classes. To this date we have received multiple donations for hand tools, Scott SCBA's, Vent saws, Rope / High angle rescue equipment and other training props that our own instructors have built themselves.

Something that we do not have yet and are currently looking for are portable ground ladders. We understand that you have a 24' extension ladder, 14' roof ladder and a 10' attic ladder. Would the LFD be able to donate these items to our training program? We have a few instructors that work right here in the City of Lewiston and when one of us teaches a class here we tend to use our equipment / props. This has to potential to come back to benefit the city for future fire department trainings.

If you have any questions or need anything else from me, please feel free to email me at [Jplfd18@yahoo.com](mailto:Jplfd18@yahoo.com). I look forward to your response.

Thank you,

*JP Adams*  
*Tri-County Training Association*  
*Program Director*

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Amendments to the Policy Manual regarding the Lewiston Youth Advisory Council.

**INFORMATION:**

The members of the Lewiston Youth Council (LYAC) have recently done a review of their Bylaws and the Policy established to create the group. They are suggesting an amendment to better define the membership criteria of future eligible members. These changes are outlined in the attached memorandum.

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

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

The City Administrator recommends approval of the requested action.

*SABIKmm*

**REQUESTED ACTION:**

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To approve the proposed amendments to the Lewiston Youth Advisory Council Policy, Policy Manual Number 74, as requested by the Lewiston Youth Advisory Council and their advisors.

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



## EXECUTIVE DEPARTMENT

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

TO: Mayor & City Council

FR: Dottie Perham-Whittier, Community Relations Coordinator (LYAC Advisor)

RE: Proposed LYAC Membership Criteria Change

DT: June 2, 2016

As you are well aware, the 2015 - 2016 Lewiston Youth Advisory Council (LYAC) recently did a full review and update of their policy/bylaws, which you approved at the February 2, 2016, City Council meeting.

Since then, the youth have realized that membership criteria should have been addressed due to recent students applying who attend Lewiston High School but reside elsewhere. This includes a re-applying member who now resides in Greene but attends LHS and a new applicant who attends LHS but lives in Litchfield.

In that regard, at the June 1, 2016, LYAC meeting, they revised LYAC membership criteria in both policy/bylaws and are seeking your approval. Membership criteria would now be that an applicant either resides in Lewiston OR attends either Lewiston High School or St. Dominic Academy (*St. Dom's continues to be included due to its long-time history with Lewiston and the fact that St. Dom's students have been part of membership since LYAC was established in 2001*).

In addition to the proposed change above, a slight housekeeping revision was added to the paragraph (Article IV, Section 3 in bylaws) on promotion of LYAC when applications are due each spring, and a few punctuation/spacing changes have also been addressed.

Thank you for your consideration.

dapw

## LEWISTON YOUTH ADVISORY COUNCIL (LYAC)

### NAME & STATEMENT OF PURPOSE

Field Code Changed

The official name of the City of Lewiston youth council shall be the "Lewiston Youth Advisory Council" (LYAC). The LYAC, established by the Lewiston City Council on October 16, 2001, shall serve as an advisory council to the Lewiston City Council in regards to community issues affecting youth and shall serve as a liaison between the youth of the community and the City. The LYAC shall enable youth to work toward goals that empower all of the community's youth and to undertake service projects that enhance the community.

### COMPOSITION

The LYAC shall annually have a composition of up to 15 voting high school aged members chosen through an application/selection process. ~~A youth must be a resident of Lewiston at the time of application and a high school student or home schooled student (State of Maine approved curriculum) in grades 9-12 or, at the time of application, an 8th grade student who will be entering grade 9 in the following academic year. Should a member's family move out of Lewiston during his/her tenure but the youth still attends a local school, the member may complete his or her LYAC term. To be considered for membership on the LYAC, an individual must be a Lewiston resident at the time of application OR a student (or will be in the fall) at either Lewiston High School or St. Dominic Academy (St. Dom's continues to be included due to its long-time history with Lewiston and St. Dom's students have been included in membership since LYAC's establishment). Should a member no longer meet membership criteria in the midst of his/her tenure, the youth may complete his/her term but not re-apply.~~

The LYAC shall be facilitated by a Lewiston employee serving as "Advisor"; and the Advisor shall be appointed by the City Administrator.

The LYAC shall also have one (1) ex-officio city councilor annually appointed by the Lewiston City Council. This individual will serve as a liaison between the City Council and the Lewiston Youth Advisory Council.

### MEETING SCHEDULE

During the K-12 academic school year, a regular meeting of the LYAC shall take place a minimum of twice a month on a weekday and at a time agreed upon by LYAC members and the Advisor. Special meetings shall be called if business at hand requires additional meetings.

### LYAC PROCEDURES & RESPONSIBILITIES

All information pertaining to the procedures and responsibilities of the Lewiston Youth Advisory Council are found in the by-laws that are incorporated herewith.

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

## ARTICLE I - NAME

The official name of the City of Lewiston youth council shall be the “**Lewiston Youth Advisory Council**” (LYAC).

## ARTICLE II - PURPOSE

The LYAC shall serve as an advisory council to the Lewiston City Council in regards to community issues affecting youth and shall serve as a liaison between the youth of the community and the City. The LYAC shall enable youth to work toward goals that empower all of the community’s youth and to undertake service projects that enhance the community.

## ARTICLE III - ADVISORS AND ADMINISTRATIVE SUPPORT

### Section 1. Advisor

The LYAC shall be facilitated by a Lewiston employee serving as an “Advisor,” and the Advisor shall be appointed by the City Administrator.

### Section 2. Administrative Support

Administrative support shall be provided to the youth council by the Advisor for purposes of guidance relating to LYAC administrative issues.

### Section 3. Vacancy of Advisor

The City Administrator shall be responsible for filling a vacancy of the Advisor whenever such a vacancy occurs.

## ARTICLE IV - APPLICATION AND SELECTION

### Section 1. Qualification

To be considered for membership on the LYAC, an individual must be a Lewiston resident at the time of application OR a student (or will be in the fall) at either Lewiston High School or St. Dominic Academy (St. Dom’s continues to be included due to its long-time history with Lewiston and St. Dom’s students have been included in membership since LYAC’s establishment). and a high school student/home schooled student (grades 9-12) or, at the time of application, an 8th grade student who will be entering grade 9 in the following academic year. Should a selected member’s family move out of Lewiston during his/her tenure but the youth still attends a local school, the youth may complete his/her term. Should a member no longer meet membership criteria in the midst of his/her tenure, the youth may complete his/her term but not re-apply.

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

## Section 2. Selection Criteria

Selection criteria shall not be based on popularity, grades, student activities, or such. Students shall be chosen to serve by the Selection Committee (Article IV, Section 6) based on their willingness to serve, ability to interact with others, and ability to be a youth leader.

## Section 3. Application Process

Each April, the application process for membership on the LYAC shall be made public. ~~Applications shall be available to all Lewiston residents currently in a high school system or entering a high school system in the following academic year (grades 8-12) through promotional efforts by the sitting LYAC, Advisor, and the City Administrator's Office.~~ These ~~P~~promotional efforts may include, but are not limited to, an assembly at Lewiston Middle School, Lewiston High School, and/or St. Dominic Academy; posted flyers; media notification; social media outreach; and emails to the above-noted schools and mailings. Application forms shall be released, completed by applicants, and returned to specified locations no later than the second Friday in May.

## Section 4. Application Content

The application shall include:

- a. Information regarding due date and return location
- b. Section requesting name, grade, school or home school affiliation, home address, phone number, e-mail address, and parental contact information
- c. Section requesting signatures of two (2) adult community members
- d. Section requesting signatures of fifteen (15) peers that may include friends, neighbors, and classmates
- e. Open response question **“Why do you want to serve on the Lewiston Youth Advisory Council?”** In addition to answering the question, a student may also include other information that may be helpful to the Selection Committee when making a decision about a youth’s ability to serve.
- f. A *“Commitment to Serve”* statement for signature by the applicant which shall read, *“If selected to serve on the Lewiston Youth Advisory Council, I agree to work in a spirit of teamwork with my fellow peers, the LYAC Advisor, Council Liaison, other members of the LYAC, municipal officials, municipal staff, and community members with the understanding that I have been provided with a unique opportunity to represent my peers in a positive light and effectively contribute on behalf of all youth within our community.”*

## Section 5. Interviews

Each applicant shall be contacted within two weeks of submittal of an application for the purpose of scheduling an interview.

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

## Section 6. Composition & Duties of Selection Committee

A Selection Committee shall be assembled once a year to choose the new LYAC. This committee shall consist of the Advisor; Council Liaison, possible representation from the Mayor/Council; and any member of the municipal staff, member of the community, or member of the local school system that the Advisor and Council Liaison may deem appropriate. The interview panel may also include one or more former LYAC members, such as one or more high school senior whose service with LYAC has just ended.

This committee shall be responsible for reviewing all applications, conducting interviews, and appointing up to fifteen (15) capable youth who best stand out among applicants, thereby best fitting the selection criteria as noted in Article IV, Section 2.

The LYAC Selection Committee shall be responsible for submitting a finalized list of LYAC members to the City Administrator by no later than the last Friday in June. Follow-up contact will thereafter occur informing applicants of the group selected.

## Section 7. Appointment of LYAC Members

Selected youth will be appointed at a City Council meeting in July.

Orientation/training shall occur during the month of August. Those returning members of the Council do not have to attend the morning sessions of the day-long orientation (to include governmental overview and economic development Powerpoint); however, they are expected to attend the orientation luncheon and afternoon interactive session with new members. The first meeting of the new LYAC year shall be held in September.

## ARTICLE V - ORGANIZATION OF LYAC

### Section 1. Composition of LYAC

Composition of the Lewiston Youth Advisory Council shall be as follows:

- a. Up to fifteen (15) high school aged voting members appointed by the LYAC Selection Committee
- b. One (1) ex-officio city councilor annually appointed by the Lewiston City Council. This individual will serve as a liaison between the City Council and the Lewiston Youth Advisory Council.

### Section 2. LYAC Membership

~~The Lewiston Youth Advisory Council's membership shall be Lewiston residents who are or will be high school aged students at the beginning of the following school year, enrolled in school or home schooled utilizing a State of Maine approved curriculum. Should a selected member's family move out of Lewiston during his or her tenure but the youth still attends a local school, the youth may complete his/her term.~~

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

To be considered for membership on the LYAC, an individual must be a Lewiston resident at the time of application OR a student (or will be in the fall) at either Lewiston High School or St. Dominic Academy (St. Dom's continues to be included due to its long-time history with Lewiston and St. Dom's students have been included in membership since LYAC's establishment). Should a member no longer meet membership criteria in the midst of his/her tenure, the youth may complete his/her term but not re-apply.

## **Section 3. Subcommittees**

- a. At any time, the LYAC reserves the right to create an LYAC subcommittee in order to address a particular issue or issues pertaining to a project the group is focused on.
- b. The officers (Article VI, Section 2) of the LYAC, in consultation with the Advisor, shall appoint members to subcommittees. Subcommittee membership may not exceed seven (7) members and shall hold public meetings. The LYAC Chair shall appoint a subcommittee chair from among the voting membership of the LYAC, with acceptance by a simple majority vote of the LYAC.
- c. Membership of subcommittees shall not be limited to voting LYAC members and may consist of any individual who has an interest in a particular youth advisory council issue. All subcommittee members may vote on issues at subcommittee meetings, regardless of LYAC membership. These votes, however, shall not be binding upon the LYAC. The LYAC membership shall have the final word on recommendations from subcommittees.
- d. Subcommittee chairs are solely responsible to report findings to the LYAC or any other group that may request information of a subcommittee. Subcommittee chairs shall also be responsible for ensuring that subcommittees address forwarded issues in a timely manner.
- e. Subcommittee chairs shall set meeting times based upon a consensus of subcommittee member preferences.

## **Section 4. Standing Subcommittees**

Any permanent or semi-permanent subcommittee created by act of any LYAC must be observed by succeeding LYAC groups. As subcommittee chair vacancies occur, the elected Chair of the LYAC is responsible for filling those vacancies. These Chair nominations must be accepted by a simple majority vote of the LYAC.

## **Section 5. Discontinuation of Subcommittees**

A subcommittee created by act of the LYAC may be discontinued at any time by a simple majority vote of LYAC membership.

# LEWISTON YOUTH ADVISORY COUNCIL BY-LAWS

## Section 6. LYAC Term of Service

- a. LYAC members shall be appointed for service in July of each year with a one-year appointment expiring the day the succeeding youth advisory council is installed.
- b. LYAC members may apply for an unlimited number of terms as long as they submit an application for a new term and are meeting membership criteria (Article V, Section 2). ~~Should a selected member's family move out of Lewiston during his or her tenure but the youth still attends a local school, the youth may complete his/her term.~~ Should a member no longer meet membership criteria in the midst of his/her tenure, the youth may complete his/her term but not re-apply.

## Section 7. LYAC Attendance

- a. Members of the LYAC shall adhere to a strict attendance policy.
- b. Three (3) unexcused absences from Lewiston Youth Advisory Council meetings shall be considered as a resignation. An unexcused absence is one in which the member does not inform an officer or the Advisor of his or her need to be absent from a meeting. In addition, five (5) excused absences—unless one of those excused absences was due to a family or medical emergency—shall be considered as a resignation. Once a resignation occurs, the seat is automatically vacated, and proper steps (Article V, Section 8) shall be taken to fill a vacancy.
- c. The LYAC Secretary shall maintain an attendance roster to keep track of members' attendance, in particular when unexcused and excused absences are occurring.

## Section 8. LYAC Non-Officer Vacancy

Non-officer vacancies that occur within a LYAC term shall be filled by consideration of a recommendation presented by the sitting LYAC and confirmation vote of the sitting LYAC.

Confirmation shall be a simple majority vote of the LYAC as the first order of business at the next regularly scheduled LYAC meeting, with the new member's(s') tenure taking effect immediately.

## ARTICLE VI - OFFICERS & DUTIES

### Section 1. Officers of the Youth Advisory Council

The officers of the Youth Advisory Council shall consist of a Chair, Vice-Chair,

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Order Authorizing the Sale of 117 Webster Street.

**INFORMATION:**

The City acquired the property at 117 Webster Street earlier this year through a tax lien foreclosure and authorized its sale via the competitive bid process, subject to a positive recommendation of the Planning Board. At its May 11, 2016 meeting, the Planning Board provided a positive recommendation for this disposition and suggested a minimum bid price of \$15,000. The property was placed out to bid on May 11, 2016 with bids due on May 31, 2016 at which time a single bid in the amount of \$20,500 was received from Jamey Pitman, the owner of an adjacent parcel, who plans to use the property to provide greenspace for the adjacent property he is currently redeveloping into market rate rental units.

The attached order will authorize the City Administrator to take the necessary steps to convey the property to the successful bidder, Jamey Pitman, for \$20,500.

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

The City Administrator recommends approval of the requested action.

*ERB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the sale of 117 Webster Street.



## COUNCIL ORDER

**Order, Authorizing the Sale of 117 Webster Street**

Whereas, the City acquired the property at 117 Webster Street earlier this year through a tax lien foreclosure; and

Whereas, at its May 11, 2016 meeting, the Planning Board provided a positive recommendation for the disposition of 117 Webster Street and suggested a minimum bid price of \$15,000; and

Whereas, the property was placed out to bid on May 11, 2016 with bids due on May 31, 2016 at which time a single bid was received; and

Whereas, that bid was in the amount of \$20,500, exceeding the minimum recommended by the Planning Board; and

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

The City Administrator is authorized to take the necessary steps to convey the property to the successful bidder, Jamey Pitman, for \$20,500.



## Finance Department

Norman J. Beuparlant  
Director of Budget/Purchasing  
nbeau@ci.lewiston.me.us



**TO:** Edward Barrett, City Administrator  
**FROM:** Norman J. Beuparlant, Director of Budget/Purchasing   
**SUBJECT:** Sale of 117 Webster Street  
**DATE:** June 1, 2016

The City Council at its meeting of May 3, 2016 took formal possession of the property at 117 Webster Street. The Council further ordered that, subject to a positive recommendation from the Planning Board, this property be offered for sale through the competitive bid process.

The Planning Board at its May 9, 2016 meeting provided a positive recommendation for the disposition of 117 Webster Street with suggested minimum bid price of \$15,000.

A form bid solicitation was posted on May 11, 2016 which included a posting at City Hall, posting on the City website, a direct mailing to abutters within a 300' radius of 117 Webster Street and an advertisement in the Sun/Journal on Wednesday, May 18, 2016.

Bids were due on May 31, 2016 and at that time a single proposal was received. The offer from Mr. Pittman met all of the requirements of the bid requirements including a bid security of \$5,500 and a bid price of \$20,500.

It is recommended that the City Council accept Mr. Pittman's offer of \$20,500 for the parcel at 117 Webster Street by means of a Municipal Release Deed for the property.

NJB/syt

# CITY OF LEWISTON, MAINE

## SALE & REUSE OF 117 WEBSTER STREET

Bid #: 2016-028

PROPOSAL DUE DATE: May 31, 2016 by 4:00 PM

### PROPOSAL FORM

TO: Norman Beuparlant, Director of Budget/Purchasing  
City of Lewiston  
City Hall, 27 Pine Street  
Lewiston ME 04240

Dear Sir:

The undersigned hereby declares that he/she has carefully examined the proposed Sale and Reuse of City Owned land items and that he/she proposes and agrees, if the proposal is accepted, to complete the transaction on the item(s) proposed.

Location Address	117 Webster Street
Price Offered	\$ 20,500
Reuse of Property (use separate sheet if applicable)	See Attached

**Bid Deposit Amount:** \$ 5,500<sup>-</sup> (minimum 10% of the total amount of bid) include appropriate **Certified Check, Cashier's Check or Bond** (personal or business checks will not be accepted). Sign the proposal form in ink before returning it to the Director of Budget/Purchasing. Please return in a clearly marked sealed envelope with Bid Name and Number on the front.

**NOTE:** A minimum bid of \$15,000 has been set by the City.

**The City Council reserves the right to accept or reject any and all proposals.**

To the Council,

Reuse of Property at 117 Webster St (Bid # 2016-028):

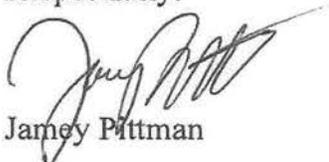
117 Webster St abuts the property I purchased last year at 111 Webster St. The land at 117 Webster St was owned by the same owner as 111 Webster St for most of those years and provides the “green space” that the property at 111 Webster St lacks. The land at 117 Webster St will be used to provide green space to complement the market rate apartment building that is currently approved and under development.

The building at 111 Webster St will have apartments that are below grade and the entire lot is paved. Acquiring the land at 117 Webster St will allow me some ability to direct storm water away from the building if I find there is a necessity to do so. By owning the property, I will not be at the mercy of a neighbor who may change the grade of the property.

I have been keeping the property mowed at 117 Webster St since early fall of last year as nobody was caring for it and the lot was unkempt. I am in the process of a considerable investment and look forward to purchasing the property and making the land be something that the neighborhood will be proud of. I will immediately hire a fencing contractor to take down the dilapidated fence towards the back of the property. It appears to be the back neighbor’s fence, but I spoke with her last year and she told me that she would like me to extend the fencing I put up last year. I explained at the time that I did not own the property at 117 Webster. I will install a fence at my cost that will match with the other neighbor’s fence as well my existing fence to give it a seamless look.

I am making a considerable investment in the neighborhood and the land at 117 Webster St will be an important piece to my investment.

Respectfully,

A handwritten signature in black ink, appearing to read "Jamey Pittman", written in a cursive style.

Jamey Pittman

Required statements as listed in General Instructions (Bid # 2016-028):

I am submitting this offer as a sole proprietor, Jamey Pittman.

I have read and understand all the conditions concerning this bid proposal.

Nobody acting for or employed by the City of Lewiston has a direct or indirect financial interest in this proposal, nor any portion of profits which may be derived therefrom.



Jamey Pittman

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 7, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Order Authorizing the City Administrator to execute Two Collective Bargaining Agreements with the Maine Association of Police, Lewiston Patrol Unit.

**INFORMATION:**

The City Council is requested to approve two agreements with the Maine Association of Police which represents the Lewiston Police Officers. The first agreement is for FY 2015, FY2016 and FY2017. The second agreement is for FY2018.

The attached memorandum from Deputy City Administrator Phil Nadeau outlines the highlights of the contract.

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

The City Administrator recommends approval of the requested action.

*EAB/Kmm*

**REQUESTED ACTION:**

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To adopt the Order authorizing the City Administrator to execute Two Collective Bargaining Agreements with the Maine Association of Police, Lewiston Patrol Unit.



COUNCIL ORDER

**ORDER,** Authorizing the City Administrator to Execute Two Collective Bargaining Agreements with the Maine Association of Police (MAP).

Whereas, the City has been working for the last twenty months with the MAP negotiating team to reach agreement on a new collective bargaining agreement; and

Whereas, the negotiated agreements have been approved by the MAP membership; and

Whereas, the terms and conditions of the proposed agreements fall within the negotiating guidelines provided by the City Council;

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

The City Administrator is hereby authorized to execute two collective bargaining agreements for FY2015-16-17 and FY2018 for the Maine Association of Police in accordance with the terms and conditions outlined on the enclosed memorandum from Deputy City Administrator Phil Nadeau.



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

TO: Mayor and City Council

FR: Phil Nadeau

CC:

RE: Maine Association of Police Union Collective Bargaining Agreement

DT: 6/7/16

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## 1. BACKGROUND

The city has been working for the last twenty months with the Patrol unit negotiating team to develop the enclosed proposed contracts. The Patrol unit membership voted to support the contracts. Notable features of the proposed contracts are as follows (contract copies forwarded electronically):

- One contract for three years: FY2015, FY2016 and FY2017  
COLA: FY2015 – 1.5% eff 1/1/15; FY2016 – 1.5% eff 7/1/15; FY2017 – 2.0% eff 7/1/16 with some step adjustments
- A second contract for one year: FY2018  
COLA: FY2018 – 2.1% eff 7/1/17 & 0.5% eff 1/1/18
- New sick leave incentive program: will increase annual award from 3 paid workdays to 5 paid workdays (awards based on schedule of non-sick leave use) in exchange for non-grievable sick leave abuse discipline language
- Health Insurance & New Wellness Program:
  - ✓ PPO 500 becomes primary insurance effective upon signing of contract
  - ✓ POS C optional if employee pays difference in cost to city
  - ✓ HRA: \$1000 for single; \$2000 for family effective upon signing of contract with increase to \$1200 for single and \$2400 for family effective 7/1/17
  - ✓ Flexible Benefits Plan: increase payment to \$200
  - ✓ Minimum Employee health insurance payment: 15% for employees hired before 9/1/07; 20% for employees hired on or after 9/1/07 after 10% Wellness program rewards are achieved
  - ✓ New Wellness program with enhanced wellness standards to become effective in 2017

- ✓ Fitness Bonus payment of \$400 for all employees upon signing of contract. Beginning in 2017, Fitness Bonus for employees and \$300 for spouses only paid if all special Wellness Program conditions are met
- ✓ Opt Out Insurance Incentive – to be paid at PPO 500 levels
- Retirement
  - ✓ In-Service Retirement Program: Officers with no less than 25 years and no more than 28 years, 245 days of MePERS service will be eligible. Program requires officer to separate from employment to be re-hired by city at 80% of their base wage and requires that they separate from service within 60 months of their 25<sup>th</sup> MePERS anniversary date.
  - ✓ Retirement Stipend: with 90 days' notice of MePERS eligible retirement date, officer will receive \$750 payment.
  - ✓ Retirement Health Bridge: If officer retires within 6 months of effective date of their 25<sup>th</sup> MePERS retirement date, officer may remain on the city health insurance plan for one year by paying only their applicable employee contribution or be paid the cash value of the coverage less the required employee payment.

## 2. RECOMMENDED ACTION

To approve the proposed contract.

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 7, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Resolve terminating the Lewiston-Auburn Public Health Committee Interlocal Agreement.

**INFORMATION:**

The Lewiston-Auburn Public Health Committee was originally established through an interlocal agreement between the cities of Lewiston and Auburn. Over the past year, the Committee has devoted considerable time and attention to revising its bylaws to clarify its purpose and mission, its membership, and refine its focus. A revised set of bylaws was developed and the City Councils of both communities were asked to review and adopt them. The Lewiston City Council did so in February of this year. Since then, we have been waiting for a response from the City of Auburn. In spite of a number of contacts and queries from Lewiston staff requesting that the Auburn Council take up this issue, the City of Auburn has taken no steps to do so. As a result, Deputy City Administrator Phil Nadeau recently once again contacted Auburn. The Mayor of Auburn has now confirmed that they have elected to address public health issues through their existing City Council committee structure. As a result, it appears that Auburn is no longer interested in participating in a joint Public Health Committee. Pursuant to the interlocal agreement, we have provided Auburn with the required 14 day notice of our intent to terminate the agreement. The attached resolve will terminate that agreement. Our intention is to replace the current Lewiston-Auburn Public Health Committee with a new Lewiston Area Health Committee.

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

The City Administrator recommends approval of the requested action.

*ERB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve terminating the Lewiston-Auburn Public Health Committee Interlocal Agreement.



CITY OF LEWISTON, MAINE

June 7, 2016

COUNCIL RESOLVE

**Resolve,** Terminating the Lewiston-Auburn Public Health Committee Interlocal Agreement.

Whereas, the Lewiston-Auburn Public Health Committee was established through an interlocal agreement between the City of Auburn and the City of Lewiston; and

Whereas, the City of Auburn has now confirmed that they have elected to address public health issues through their existing City Council committee structure; and

Whereas, the City of Lewiston continues to believe that effective public health policy must be not only local but inclusive of the entire Lewiston-Auburn area; and

Whereas, the City of Lewiston intends to address public health policy on a regional basis through the creation of a separate Lewiston Auburn Area Public Health Committee; and

Whereas, given the direction the City of Auburn has indicated it wishes to take, the City of Lewiston has provided the City of Auburn with the required 14 day notice of its intent to terminate its participation in the Committee in accordance with the terms of the agreement;

**Now, therefore, be it resolved by the City Council of the City of Lewiston that** the Lewiston-Auburn Public Health Committee Interlocal Agreement is hereby terminated immediately.

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Resolve establishing the Lewiston Area Public Health Committee.

**INFORMATION:**

The Lewiston-Auburn Public Health Committee was originally established through an interlocal agreement between the cities of Lewiston and Auburn. Given the decision of the City of Auburn that it has elected to address public health issues through its existing City Council Committee Structure, staff is proposing that this committee be replaced by a new Lewiston Area Public Health Committee. The attached bylaws reflect the revised bylaws developed for the Lewiston-Auburn Public Health Committee, absent the direct involvement of the City of Auburn. The committee is intended to advise elected officials on policy issues related to community public health and to identify public health priorities using evidence-based data. The Committee will be composed of 9 members including a Lewiston elected official, a representative of the School Committee, 4 area residents or business representatives, a community organization, and two public health experts or practitioners.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve establishing the Lewiston Area Public Health Committee.

LEWISTON AREA PUBLIC HEALTH COMMITTEE  
CITY COUNCIL RESOLUTION  
June 7, 2016

NOW, THEREFORE, the Lewiston City Council agrees that this Resolution shall endorse the stated mission of the Lewiston Area Public Health Committee and that its enclosed ByLaws be liberally construed to effect the purposes for which the Lewiston Area Public Health Committee is created;

AND that the Lewiston City Administrator’s Office shall provide administrative support services;

AND that the modification of this Resolution may occur at any time by a duly enacted resolution of the City Council;

AND that the existence of the LAPHC shall continue until such time as the City Council elects to terminate its existence;

**WHEREAS the Lewiston City Council agrees to the creation for an advisory public health committee for our community identified as the “Lewiston Area Public Health Committee,” and authorizes the implementation of its Constitution and By-Laws which shall read as follows:**

**LEWISTON AREA PUBLIC HEALTH COMMITTEE  
CONSTITUTION AND BY LAWS**

**ARTICLE I – NAME**

The name of this organization shall be the “Lewiston Area Public Health Committee” or herein referred to as the “LAPHC”.

**ARTICLE II – MISSION STATEMENT**

The mission of the LAPHC is to advise the municipal elected officials on policy issues related to the community’s public health.

**ARTICLE III – AUTHORITY**

The LAPHC shall be a public health advisory body to the municipal elected officials and shall work collaboratively with other City committees and community partners on issues related to public health.

The LAPHC shall identify public health priorities using evidence-based data and a holistic approach. Its focus shall be inclusive and reflective of the diverse community.

## **ARTICLE IV – MEMBERSHIP**

Section 1. “Representative” shall be used to identify those appointed individuals who shall be entitled to voting privileges as outlined in these by-laws.

Section 2. Voting membership, equaling one vote, shall be appointed by a vote, of the City Council. The LAPHC shall submit a slate of nominee recommendations to to the City Council for approval.

The following organizations/positions/areas of focus shall make up the voting Representatives of the LAPHC:

- 1 Lewiston City Councilor or Mayor
- 1 Lewiston School Committee representative/Designee
- 4 area residents or business representatives
- 1 related community organization representative
- 2 public health experts or practitioners (including physical, mental and behavioral health)

Section 3 The Lewiston City Council/Mayor shall appoint their members consistent with established ordinances and policies.

Section 4. The Lewiston School Committee shall submit their nominees representing the Lewiston and Auburn public school systems. The nominees may be a school board member, parent, student or any employee of the respective public school systems.

Section 5. City residents, business representatives, community organization representatives, and public health experts shall submit applications to the Lewiston City Clerk who shall also forward copies to the LAPHC Chair.

Section 6. Any vacancy will be filled in the same manner as described above.

## **ARTICLE V – ORGANIZATION**

Section 1. Conducting Business: The affairs of the LAPHC may be conducted by the members assembled at any authorized Regular or Special meeting of the Committee in which a quorum of the LAPHC is present.

Section 2. Officer terms, elections, vacancies: The two (2) officer positions of the LAPHC shall be as follows: Chairperson and Vice-Chairperson. Terms shall be one (1) year terms. Elections shall be conducted by the LAPHC representatives at any regularly scheduled meeting.

- Section 3. LAPHC Representative terms:
- A. All terms shall begin on January 1<sup>st</sup> of each year with the following exception: Members terms shall begin upon the first meeting of the LAPHC following the approval of this agreement.
  - B. The terms of all Representatives of the LAPHC with the exception of LAPHC Officers, the City Councilor/Mayor, and the School Committee Representative shall be set in three (3) year terms
  - C. The terms of City Councilor/Mayor and School Committee Representative shall be two years and shall coincide with the municipal elections of both cities.

Section 4. Subcommittees: LAPHC subcommittees shall be an opportunity to bring in partner expertise and diverse perspectives as appropriate.

#### **ARTICLE VI – DUTIES, RESPONSIBILITIES AND OTHER COMMITTEES**

Section 1. Duties of the Chairperson and Vice-Chairperson:

- A. Chairperson: Shall call all Regular meetings of the organization; will appoint Representatives to ad-hoc committees; and provide leadership to the organization. The LAPHC Chairperson may appoint Representatives to, and create, ad hoc committees on an “as needed” basis. The Representatives of those committees shall select chairpersons for all standing or ad hoc committees.
- B. Vice-Chairperson: Shall provide assistance to the Chairperson including taking meeting minutes and keeping time in the absence of staff support, and will serve as Chair in his/her absence. The Vice-Chairperson shall proactively communicate with the City Administrator regarding upcoming City Council and Workshop agenda items related to public health.

#### **ARTICLE VII – MEETINGS**

Section 1. Regular Meetings: Regular meetings shall be held monthly. All regular meetings are open to the public.

The City shall have the responsibility to ensure that notice/agendas for the Regular Meeting be forwarded to the general public and membership within a reasonable amount of time but no less than seventy-two (72) hours prior to the meeting date

Section 2. Special Meetings: The Chairperson may call special meetings and publish its stated purpose and each member and the media shall be notified by mail, email, fax or other communication

The Chairperson or a majority of Committee members may call a special meeting for any purpose. The Chairperson shall make every reasonable effort to notify the media and membership of such meetings within twenty-four (24) hours of the scheduled date and time.

Section 3. Standing and Ad Hoc Committee Meetings: The Chairperson, or his/her designee, of all standing and ad hoc committees shall provide reasonable notice to all LAPHC members and the media in the event of any scheduled standing or ad hoc committee meeting. Meeting rules and other such business shall be set by the LAPHC.

Section 4. Quorum:

A. Regular and Special Meetings: A quorum for all Regular and Special meetings of the LAPHC shall consist of those who are in attendance but shall be no less than a majority of five (5).

B. Standing and Ad Hoc Committees: There shall be no quorum requirements for any standing or ad hoc committee

Section 5. Voting: A binding vote of the LAPHC shall occur with a quorum present or may occur by email vote given that the item was posted on the meeting's agenda in accordance with Sections 1 and 2 of this Article and that the votes are cast by those eligible Representatives identified within these by-laws. All email votes will be ratified at the following special or regular meeting.

Section 7. Meeting absences: Representatives must provide notice to the Chairperson or his/her designee of any meeting absence. Failure by the Representative to provide notice will be considered an unexcused absence. If a member has three (3) or more unexcused absences, the Chair, with notice to the Representative and to the LAPHC, may terminate the Representative upon an affirmative vote of the LAPHC and pursue an interim replacement to fulfill the vacancy in accordance with Article 4, Section 6.

In the event that a Representative has six (6) or more excused absences annually, the Chairperson, with notice to the Representative and to the LAPHC, may terminate the individual upon an affirmative vote of the LAPHC and pursue an interim replacement to fulfill the vacancy in accordance with Article 4, Section 6.

## **ARTICLE VIII – BY-LAWS AMENDMENTS**

The LAPHC may, by majority vote, submit recommendations for by-laws changes to the

City Council which shall be delivered to the City Clerk. By-Laws shall only be amended with the approval of the City Council.

**ARTICLE IX – RULES OF ORDER**

The current edition of Robert’s Rules of Order shall govern the proceedings of all meetings of the LAPHC and its constituent parts except as provided by these by-laws.

**This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Lewiston, a political subdivisions of the State of Maine, in accordance with Chapter 115 of Title 30-A of the Maine Revised Statutes.**

Motion for passage:  
Vote:

Seconded by:

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 10**

**SUBJECT:**

Resolve accepting the Report of the Committee to Review Public Works' Service Level Standards.

**INFORMATION:**

The bound Report is included with your agenda materials as a separate handout. This is the Second Year Report of the Committee. Additional information is included in the attached Resolve.

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

The City Administrator recommends approval of the requested action.

*ERB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve accepting the Report of the Committee to Review Public Works' Service Level Standards and Extending the Term of the Committee.



COUNCIL RESOLVE

**Resolve,** Accepting the Report of the Committee to Review Public Works' Service Level Standards.

Whereas, in June 2014, the City Council established the Committee to Review Public Works' Service Level Standards and charged it with undertaking a comprehensive review of the Public Works Department, including reviewing current staffing levels, organizational structure, and equipment to determine their adequacy in providing acceptable levels of service; and

Whereas, the Committee developed and presented its initial report to the Council in May 2015; and

Whereas, at that time and in recognition of the Council's desire that additional issues be reviewed, the Committee's tenure was extended for two (2) years so that it could continue to meet between August and December of each year to continue to review Department operations and review budgetary needs and issues; and

Whereas, at their September 1, 2015 the City Council provided input on items they would like the Public Works Committee to focus their efforts on for 2016; and

Whereas, the Committee met 12 times between September 23, 2015 and March 23, 2016; and

Whereas, the Committee has completed its second year of work and has addressed a number of issues as requested by the Council, including a review of our solid waste system and policy on downtown snow removal;

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

The attached Second Year Report of the Committee to Review Public Works' Service Level Standards is hereby accepted with thanks and appreciation to the members of the Committee for their time and hard work.

Following the November 2015 election, the membership of the Committee changed with Councilor Shane Bouchard selected as Chair of the Committee and Councilor Joline Beam joining the committee. The rest of the Committee remained unchanged with John Butler, Richard Desjardins, John Gendron, Gary St. Laurent and Paul Robinson making up the committee. In January/February 2016 David Chittim and Ben Martin were added to the committee. Staff support to the Committee was provided by City Administrator Ed Barrett and Public Works Director David Jones plus key management personnel of the Public Works Department. Meetings during FY2016 began September 23<sup>rd</sup> and continued through March 23<sup>rd</sup> with 12 meetings total.

Recommendations the Committee suggests the City Council consider included:

1. The City Council hold a workshop to review the LED Street Light Conversion project, which has a total cost estimated at ~\$1.44 million with a payback period of 5.6 years. The Committee further suggested two contracts be issued:
  - a. Purchase of light fixtures, and
  - b. Installation of light fixtures;
2. The City Council should consider the following Solid Waste initiatives:
  - a. Implementation of the Pay-As-You-Throw (PAYT) program. The Committee vote on this was 5-0 (4 members absent), however the City Council voted on March 1, 2016 to not move forward with program implementation.
  - b. Implementation of several changes to the Solid Waste Fee Schedule and City Ordinance that would:
    - i. Simplify the fee system by eliminating individual commodity fees and going to a straight fee per weight system;
    - ii. Significantly revise the ePass program to provide a single free 1,000 pound ePass to all homeowners when they paid their taxes and offer single ePasses for sale to renters and landlords;
    - iii. Eliminate the Cleanup Assistance Week at the landfill as residents will be able to use their free ePass throughout the year. (PW would continue to collect brush in the spring limited to 1 standard pick up load per residence); (see attached summary of recommendations for greater detail.)
  - c. The Committee agreed to Councilor Joline Beam's request to form a subcommittee to review recycling and to develop an education program to reduce the amount of waste disposed.
3. After numerous meetings and significant discussion the Committee suggested the City Council implement a Downtown Snow Removal effort by assigning a limited number of PW personnel to a night shift for a one-year trial basis to provide limited snow removal after each storm (mid-December to mid-March). This was included in the City budget approved by the Council at its April 28<sup>th</sup> meeting. The Committee also recommended the department modify its city-wide snow removal policy by focusing on major arterial routes ahead of clearing snow from the more residential areas of our downtown in order to address pedestrian safety issues resulting from blocked sidewalks. The change was implemented this year.
4. The Committee recommended the City Council approve posting winter no parking signs along the church side of Baird Ave (southeast side) from Lisbon St. to Biron Ave.

## REPORT OF THE PUBLIC WORKS COMMITTEE

The following provides more details regarding the Committee discussions and involvement of the public on the variety of issues addressed between September 2015 and April 2016.

### I. Council Guidance

Appendix A is a Summary of the City Council Input for the Public Works Committee's efforts during this year. It includes more information on the following items:

- Efficiency Studies / Comparisons
- Customer Service & Response
- Utilities Running in the Red
- PAYT and/or Recycling
- Downtown Snow Removal

In addition, City Staff added the following issues to be considered by the Committee:

- Street light LED Conversion
- Solid Waste Staffing

### II. Customer Service and Response

This was discussed at the Committee's second meeting on Oct 7, 2015. Members of the Committee visited the PW Dispatch Shop Store area, reviewed lists of calls and how they were input and documented in the system. Staff provided info on the afterhours calls procedures through 911. Megan Bates demonstrated how the Report-A-Concern system through the city's website and the E-Gov workload tracking systems works. The Committee voiced satisfaction the Department was doing a good job tracking and following up on customer service requests.

### III. Efficiency Studies Comparisons

During the same meeting on Oct 7<sup>th</sup>, the Committee discussed efficiency studies. These can be done by tasks but can be very expensive and at times can change the way folks work. The Committee discussed the differences between Highway personnel (who do a wide variety of tasks) and the Water & Sewer personnel (who are focused on more repetitive type tasks). We reviewed a stormwater pipe replacement project and identified efficiencies that could be implemented. These were shared with the crew and supervisors.

### IV. LED Street Light Conversion

At the Committee's third meeting on October 21<sup>st</sup>, Denis Caron reviewed information provided regarding replacing all City street lights with LED fixtures. There are a total of 3,544 street lights in the City. Of these, 797 have already been converted to LED fixtures. LED lamps have a manufacturer's estimated useful life of ~25 years and they use much less energy. Denis estimated if the remaining City street lights were converted to LEDs, the City would save ~\$203,000 annually in energy costs. The cost of the

fixtures alone would be ~\$738,000, and Denis estimated labor to install would be ~\$400,000. With these costs, the pay-back period would be ~5.6 years. The Committee members recommended:

- A workshop be held to review the project and payback program with the City Council
- Having two contracts to:
  - Purchase all the LED fixtures; and
  - Install all the fixtures

## **V. Utility Budgets**

At the Oct 27<sup>th</sup> meeting, the Committee also reviewed the utility budget proformas and rate changes. Dave presented the information and a good discussion was held on what is driving budgets. The history for water shows debt service and capital outlay (funding for projects & equipment) accounted for ~43% of the 2005 expenses and 44% of the 2016 budget. Personnel costs were 31% of the 2005 expenses and 29% of the 2016 budget. Operating Expenses were 25% of the 2005 expenses and 26% of the 2016 operating budget. Water rate increases must be approved by the Maine Public Utilities Commission (PUC), and increases were approved in 2006, 2008, 2011 and 2013. The rate increases for an average single family home was \$1.64/month, \$2.25/month, \$2.43/month and \$3.65/month respectively. The City's water rates remain low when compared to other municipalities in the state and very low when compared to other municipalities throughout the country. A good discussion was held on capital improvements, including potential use of PVC pipe and other types of projects. Similar information was presented for the Sewer and Stormwater utilities, including a discussion of sewer pipe inspection, clean & line projects, and pipe bursting. The Committee recommended no changes.

## **VI. Solid Waste Staffing – PAYT – ePass and Ordinance Changes**

At the 4<sup>th</sup> Committee meeting on Dec 2, 2015, Megan Bates presented information about the Staffing issues at the Solid Waste Facility including:

- There are only 3 workers assigned to operate the facility (SW Equipment Operator, SW Worker and Weigh Station Attendant) – Megan briefly went through their responsibilities and identified this as the minimum staffing required to provide the services,
- The issue with staffing is there are no back-ups for any of these positions such that when one is out for training, sick, or on vacation an individual from Highway Division needs to fill in. This has occurred 89 days already in 2015 and averages ~85 days per year,
- Staff had worked with the union to resolve this issue by proposing a vacant Highway Worker position be changed such that the worker could be assigned to the Solid Waste Facility on a permanent basis, but when he/she was not needed they would work for Highway. Before we could get the position filled, it was cut as part of the budget.

- The committee discussed the issue and asked about what other towns are doing. They asked what Auburn did with MMWAC as their transfer station and if they had a punch pass system. Staff responded that most do not operate a landfill, so that is a major difference, but we would check with other facilities. The conversation digressed into Pay-As-You-Throw, punch passes and how the facility was funded. The bottom line was the Committee did not support adding personnel to address the staffing issue.

- At the Dec 16<sup>th</sup> meeting, there were discussions regarding automating scale house operations, which may include changing how we charge users for waste materials they bring to the facility. This may

include reducing the amount of materials allowed through the “punch pass” system, changing the “punch pass” system to a card that could be scanned, and charging strictly by weight of materials (weight in – weight out) rather than by commodity.

- At the January 6<sup>th</sup> meeting, the Committee requested an overview of the entire program including the info prepared for the Pay-As-You-Throw (PAYT) program.

- At the January 27<sup>th</sup> meeting, Ed Barrett, with assistance from staff gave a brief summary of the solid waste program and informed the Committee a City Council workshop on PAYT (Pay As You Throw) was scheduled for February 9<sup>th</sup>. The Committee requested data regarding:

- How many punch passes / e-passes are sold each year
- How many punch passes / e-passes are given to multi-unit apartment bldg. landlords
- Cost - Value of punch passes / e-passes
- Cost to dispose of materials at the landfill compared with MMWAC
- How much of an increase in recycling it would take to make the cost per ton the same as for solid waste
- How much would Re-Energy charge for CD wood and brush brought directly to them

- At the February 17<sup>th</sup> Committee meeting, Ed Barrett presented a good summary of the Solid Waste Program including:

- Solid Waste Collection
- Incineration in Maine and the City’s relationship with MMWAC
- Recycling collection and the City’s relationship with Casella’s MRF (Materials Recovery Facility) – current recycling rate is ~8.6% with State Goal of 50%
- The City’s ePass Program
- A summary memo dated February 4, 2016 was included in the Agenda material.
- A discussion followed including:
  - Suggestions to change the ePass program to:
    - Reduce the epass disposal to 1,000 lbs. of waste materials (regardless of waste type);
    - Homeowners would be eligible to receive a free pass when they paid their March property tax bill (No additional pass would be available);
    - A renter could obtain the new epass for \$20 and would be limited to 1 pass per year;
    - A landlord who is an owner occupant would be eligible for 1 free epass for the unit they occupy when they pay their taxes and would be eligible to purchase 1 pass for every 3 additional units for \$20 per epass, as would non-owner occupant landlords.
    - Staff will evaluate the feasibility and impacts of these suggestions
  - Suggestion that the City go to a fee of \$93 per ton of waste material to simplify the fee schedule and to help automate the scale house operations. (This amount is \$5/ton more than MMWAC charges)
- The Committee reviewed the PAYT contract with WasteZero with the emphasis on the Public Education program scope of services. The City Council had asked the PW Committee for a recommendation on whether to proceed with the program or to abandon its further consideration. A discussion followed.

- The Chair identified moving forward as being Pro-Active and helping folks identify the pros and cons with a PAYT program and that waiting until there was a funding crisis was not being pro-active.
  - There were concerns expressed, including the education program would likely reach a limited number of people and if the Council were to go straight to a public referendum vote, it would likely go down in defeat. Ed mentioned if the pilot program was adopted as part of the budget for a trial period (9-12 months), it would not be subject to a referendum until after that budget year. This would give time to generate data to help the public make a more informed decision on a longer term basis.
  - A motion was made by David Chittim and seconded by John Butler to move forward with the education program. The vote was 5-0. (4 members were absent that meeting, with Ben Martin, who had opposed PAYT, leaving the meeting early to attend a School committee meeting).
    - All members recognized without a Pilot Program or trial period when data could be collected to identify the savings to the City, and a period when residents could experience the program, a referendum would very likely result in defeat. Shane indicated the Council will need to address that during their discussions.
- At the April 6<sup>th</sup> meeting, the Committee voted 7-0 to recommend the changes identified in Appendix B Solid Waste Program Review. Staff and the Committee will work with the Council to implement these suggested changes.

## VII. Recycling

- At the 6<sup>th</sup> meeting of the Committee on January 6<sup>th</sup>, the committee asked about the City's recycling rate and what had been done to try to increase it. Staff noted the recycling rate for the City was only about 10% and the City had tried:

- Education (several years ago had an employee dedicated full time to this and there is a tremendous amount of material on the City's website); and
- Making it easier to recycle by moving to single stream recycling (requiring no sorting of the recycled material but still needing to separate the recycled material from waste) with the Casella Material Recycling Facility (MRF) on River Rd.

The issue is there is no incentive for people to make the effort to recycle other than their own personal habits. Joline mentioned forming a separate committee to look at recycling and that there were a number of people in the community interested, including City Councilor Jim Lysen. Shane wanted to have the PW Committee address the issue and suggested interested individuals would be welcome to attend the meetings.

- At the March 23<sup>rd</sup> meeting, the Committee further discussed recycling. During the discussion it was agreed the goal should be to reduce waste, NOT increase recycling, although recycling would be one of a number of tools to reach the waste reduction goal. Councilor Beam again suggested a separate recycling sub-committee of the Public Works Committee. After discussion, the committee members agreed and voted 5-0 to form a sub-committee to develop an education program for recycling, with the goal of increasing recycling and reducing waste. David Chittim agreed to assist Councilor Beam with the subcommittee.

### VIII. Downtown Snow Removal

The Committee began discussing this issue at its Dec 2<sup>nd</sup> meeting, with Highway Operations Manager Jon Elie presenting information on what other communities (Auburn, Biddeford, Bangor, Waterville, Augusta and Portland) do for their downtown areas. The committee discussed where we do snow removal and suggested we prioritize getting the “outer” arterials such as Sabattus St., Lisbon St., and Main St. done right after the downtown arterials. This is a good suggestion and a change to the Department’s priorities, which has already been implemented! The Committee discussed when we should be doing snow removal. There was a wide range of opinions, but most were based upon the height of the snow banks on the edge of the road. Staff pointed out in order for the blower to work effectively, there needed to be at least a 2 foot high windrow, but that figure is dependent on the moisture content of the snow. A general consensus was we should have a specific policy on when we do snow removal and that the bank heights should be at least 2 to 2 ½ feet. Ed Barrett suggested we should contact the recently formed “Downtown Lewiston Association” to seek the views and opinions of downtown stakeholders. Staff followed-up, developing a draft policy for review and following-up with the committee, DLA and City Council.

- At the December 16<sup>th</sup> meeting, a draft amendment to the Department’s “Snow Removal and Ice Control” SOP (Standard Operating Procedure) was presented.

Chapter 3 of this SOP deals with Post Storm Efforts and includes snow removal operations throughout the City. The department prepared suggested changes to the SOP as a result of the committee’s discussion and recommendations during the Dec 2 meeting. The committee reviewed the proposed changes and felt they were well done. Shane indicated he had shared the proposed changes with other Councilors and felt the Council would be very receptive to them. He suggested we add the following:

- On page 3-3 under Performance Criteria add “*taking into consideration the weather forecasts for additional snow*” immediately after “...*approximately twenty-four (24) inches*” The committee agreed to this.
- On page 3-4 adding “Baird St. (Lisbon St. to Biron Ave.) to the list of 2<sup>nd</sup> Priority Streets

Staff indicated they had already shared the draft SOP with the Downtown Lewiston Association Reps and they planned to attend an upcoming meeting.

The Committee also discussed the posting of winter no parking signs along the church side of Baird Ave (southeast side) from Lisbon St. to Biron Ave. The Department will work with the Lewiston Police Department to get this before the City Council for approval.

- At the meeting on January 6<sup>th</sup>, the Committee discussed information regarding snow removal in the downtown including:

- 2<sup>nd</sup> review of the draft Department Policy revisions provided at the Dec 16<sup>th</sup> meeting;
- Feedback (e-mails) from the Downtown Lewiston Association regarding their input on the policy; and
- A summary sheet identifying the “Downtown Snow Removal Level of Service Comparisons” (copy attached to the minutes)

A committee discussion followed with concerns expressed that the downtown was receiving a higher level of service than other areas in the City. A motion was made to keep the level of service at the current level rather than implement the draft policy revisions. This motion failed to get a second as discussion continued. A consensus of the committee was if an increased level of service was implemented, the properties benefitting from this service should pay for it. A suggestion was made this might be done by forming a special district, which would pay an additional assessment fee for the additional services. The committee asked staff to explore this as an option.

- At the January 27<sup>th</sup> meeting, the Committee discussed information regarding snow removal in the downtown presented by Director Jones which included:

- Summary of the snow removal task and 3 levels of service (see appendix C)
  - Current level (~2 times per year)
  - Proposed level (24" banks ~7 times per year); and
  - Further increase level (after every plowable storm ~12 times per year)
- Review of options to pay for increased level of service
  - If applied to all city property taxes
    - Current level – No change in tax rate;
    - Proposed level – increase of \$0.0844; and
    - Increased level – increase of \$0.1636
  - Downtown Assessment District
    - A map identifying the proposed district was presented with all the properties within the district currently assessed at ~\$71 million. The idea would be to increase the taxes for these properties to pay for the increased level of service for the snow removal.
    - Current level – No change in tax rate
    - Proposed level – increase in tax rate for district properties of \$2.252
    - Increased level – increase in tax rate for district properties of \$4.363
    - A spreadsheet identifying 14 sample properties was presented showing the impacts and potential costs for each property
- Staff identified if we wanted to proceed in this direction, the City Council would need to approve the special assessment district and the increase in the tax rate for the district properties. This would involve public hearings and would need the support of the district property owners.
- A discussion of the information followed with Sheri Withers and Melanie Therrian of the Downtown Lewiston Association (DLA) thanking the committee for inviting them to participate. Sheri offered stories from downtown businesses on how they have been impacted by snow banks. She agreed if the businesses wanted the increased level of service, they should be willing to pay for it. She offered to take the information to her Association Board at their next meeting on February 16<sup>th</sup> and then return to the committee with feedback at our first meeting in March (tentatively March 2<sup>nd</sup>).

Members of the committee identified the cost for some of the sample properties would be cheaper than they could get the service done if they hired someone to do it for them, while others would be paying significantly more. This is based upon assessed value of the properties and not the level of effort for each property as there is currently no way for the City to legally assess costs other than through the tax rate.

- At the Feb 17<sup>th</sup> meeting, Director Jones gave an update on the Downtown snow removal issue indicating Sheri Withers of DLA was withdrawing from the discussion, but that Michael Dostie would be the future point of contact. Some preliminary communications with Michael Dostie were reviewed, including his e-mail dated Feb 17<sup>th</sup>, which stated:

*"I will be at the meeting on March 2nd speaking with the support of (currently) twenty-six different building and/or business owners from this zone. If possible, the items I would like to review at that meeting are:*

*\* The need of downtown business and building owners for a reduced post storm windrows height to trigger snow removal operations on Lisbon Street (Adams Ave to Main St)*

*\* The options to pay for increased level of service - specifically the discussion about proposed new downtown assessment district"*

Several committee members expressed an interest in hearing what Michael had to say, but there were conflicts with them attending on March 2<sup>nd</sup> and asked if the meeting could be delayed one week. The Committee decided to tentatively to schedule the meeting March 9<sup>th</sup>.

- At the March 9<sup>th</sup> meeting, Director Jones reviewed and provided a summary of information on the Downtown snow removal issue from the information provided at the January 27 meeting including:

- the various levels of services (current Level of Service, Proposed Level of Service and Increased Level of Service) and their associated costs;
- the options for paying for each level of service (Tax Rate and Downtown Special Assessment District);
- the map identifying the properties within the conceptual Special Assessment District; and
- a listing of Sample Properties and the Impacts to each

The Chair recognized Michael Dostie and asked him to share his thoughts on the subject. Mr. Dostie apologized for the miscommunication with the representatives of the Downtown Lewiston Association (DLA) as they had decided to limit their involvement to only events. Mr. Dostie made a passionate presentation.

- He cited and read from the proposed SOP regarding the 24 inch bank heights as the trigger for doing snow removal in the downtown (Dave Jones later corrected him that the 24 inch bank height was the proposed SOP and that the current SOP had no trigger but relied upon PW staff to decide when it was appropriate to perform snow removal in the Downtown.);
- He requested the standard be lowered for Lisbon St (Adams Ave to Main St) saying the current levels do not work, citing public safety issues with people having to walk in the street and not being able to cross the banks which may be four (4) feet wide;
- He provided a listing of 36 building owners/representatives who he indicated agreed with him;
- He relayed stories of people who could not get into stores and argued the density and economic development of the Downtown warranted an increased level of service;
- He cited other towns having stricter standards which triggers for snow removal including Auburn, Augusta, Bangor and Waterville. Committee members questioned this indicating information received from representatives in each of these towns had informed us their standards were based on snow fall amounts (not the size of the banks on the edge of the road – see information provided at Dec 2<sup>nd</sup> meeting, which clearly indicate how other Cities decide when to do snow

removal). Mr. Dostie also mentioned Auburn has done snow removal 4 times this season while Lewiston has only done it once.

Chairman Bouchard asked Mr. Dostie for his thoughts on the Special Assessment District. Mr. Dostie responded: "*Why shouldn't the property owners have to pay for increased services?*" is the wrong question to ask. He said this is a public safety issue involving public property, and he likened this to only parents having to pay for school costs. He believes this is penalizing the businesses in the Downtown by assessments, and he doesn't think they should have to pay anything. The discussion went on for some time with several members asking questions and making points about businesses and properties not on Lisbon St. having to pay for an increased level of services that they are not receiving. Director Jones reminded everyone the job of the committee was to evaluate the options and make a recommendation to the City Council during the budget process. The Council will ultimately decide if the level of service will change and, if so, how it will be paid for.

David Chittim suggested redoing the numbers for only Lisbon St and suggested a cost sharing between the City and the businesses be explored. Mr. Dostie said he would send a copy of the list of property owners he had talked with to Dave Jones.

- At the March 16<sup>th</sup> meeting, Michael Dostie provided the following feedback from downtown businesses:

- He didn't get feedback on cost sharing because there was no specific proposal on the table;
- He had reviewed the historical records of snow storms provided by staff and the staff projected snow bank heights
- He proposed the trigger for snow removal be 1 foot snowbanks, projecting this would occur 8 times during the season (on average) and for the Lisbon St section would cost \$95,000 per season as opposed to the \$80,000 proposed. (This was for Lisbon St. only and did not include the other downtown areas normally addressed during snow removal.);

Director Jones offered to draft an alternative "New Service" budget sheet to reflect these suggestions from the downtown business.

- At the April 6<sup>th</sup> meeting, Director Jones briefly updated the committee on an additional Downtown Snow Removal alternative that had been proposed on Monday, April 4<sup>th</sup> by former Councilor Mark Cayer. A summary sheet was provided to each member of the committee (Appendix D) identifying the use of a shift change for 7 employees to form a night crew to concentrate efforts on downtown snow removal. A discussion ensued, and Richard Desjardins questioned why this option had not been considered earlier in the process. The response was it had been, but had been dismissed as it was not nearly as efficient as the full blown snow removal operations. This is still the case, and David Chittim added the normal work performed by the crew being moved to the night shift would likely not get done by the remaining members of the day crew or would take much longer to complete. The Committee considered all the alternatives and discussed use of the night shift for other duties like clearing bus stops or other work when there was no need for snow removal in the downtown. A motion was made to recommend adoption of "The Cayer Plan" on a trial basis for the winter of FY2017 with an additional estimated cost of \$4,000. Evaluation of the effectiveness of the plan would be ongoing during the trial period. Vote 7-1 (Gary St Laurent opposing)

## Appendix A

### City Council Input for the Public Works Committee

On September 1, 2015 the City Council held a workshop to discuss and provide input regarding what they would like the Public Works Committee to focus on this fall. Members of the Committee who were present included Shane Bouchard (City Councilor), Richard Desjardins and Paul Robinson. The Council expressed interest in the Committee focusing on the following issues:

**Efficiency Studies / Comparisons** – This issue was brought up by the members of the committee and was addressed as an issue in the Committee report submitted last April. In that report the Committee stated *“The Committee did not feel it were in a position to evaluate efficiency or workload productivity and is not comfortable making recommendations for changes.”* This was a discussion item during committee meetings especially regarding construction related services like adjusting utility structures (manholes, catch-basins, valve boxes) for paving prep and summer mowing. The Council suggested we gather more information to identify if the Department is operating efficiently and how the efforts and costs compare with efforts and costs provided when these services are provided by contract. More discussion is needed at the Committee before deciding how to proceed.

**Customer Service & Response** - This issue was brought up by a Councilor who was concerned with comments from constituents that they call the Department with issues but nothing is done and they do not hear anything back in the form of feedback to their concern. The Councilor was asking the Committee to review how we accept concerns, get them assigned and provide feedback to the individual submitting the concern.

**Utilities Running in the Red** – This issue was brought up by a Councilor who was concerned the current budgets show the water, sewer and stormwater utilities all running in the red (using historical fund balances for operating costs). He was worried this could result in future rate increases as the fund balance is depleted. He asked the Committee to review and validate the operating costs and utility rates.

**PAYT and/or Recycling** – The Council identified Pay-As-You-Throw (PAYT) and recycling as needing more public education and review. This is part of an on-going discussion with the Council and the consultant (WasteZero).

**Downtown Snow Removal** – A Councilor expressed concerns with how we are addressing snow plowing and removal in the downtown (Lisbon St & Main St business area). Asked we check with other municipalities to see what and how they are servicing similar areas. Another Councilor suggested we have more breaks in the snow banks cleared to provide more pedestrian access to the street until snow removal is performed. Another Councilor asked we also check in and follow-up with the school department regarding snow plowing/removal around bus stops.

City Staff would add the following issues to be considered by the Committee:

**Street Light LED conversion** – Review the current status of street light conversion and recommend a program to replace all street lights with LED lamps.

**Solid Waste Staffing Levels** – We have had issues with the minimal staffing level at the Solid Waste Facility and would like to review this to identify solutions.



**PUBLIC WORKS DEPARTMENT**

**Public Works Committee  
Solid Waste Program Review**

Over the last year, the City Council recognized the City's Solid Waste Program is an aggregation of decisions over the years resulting in a very complicated, difficult to manage and confusing program, which does little to encourage recycling or cost avoidance. City Administrator Ed Barrett's February 4, 2016 memo (copy attached) did a good job summarizing the program and the issues. The Council requested the Public Works Committee review the Solid Waste Program to identify proposed changes to simplify the fee schedule and program management and address the issues identified in the summary memo. The Council specifically identified the ePass system as needing attention.

The PW Committee reviewed vast amounts of information and data on the City's solid waste program and comparisons with other communities. As a result, the Committee recommends the following changes be adopted:

1. Simplify the fee system by eliminating the individual commodity fees and going to a straight fee per weight system. The committee recommends a \$93/ton of waste. This is \$2/ton less than the current fee at the landfill, but \$5/ton more than MMWAC charges to encourage use of that facility. We checked a number of commodities and found this system would not significantly change the cost to consumers, but would simplify the administration of the program. Examples include:

Type of waste (approx average weight)	Current Fee	Proposed Fee
Refrigerator (weighs an average of ~250 lbs)	\$ 11.00	\$ 11.63
Tires w/o rim (25-30 lbs)	\$ 3.00	\$ 1.28
Tires w/ rim (30-36 lbs)	\$ 6.00	\$ 1.53
Bulky Waste - Recliner Chair (105 lbs)	\$ 4.15	\$ 4.88
Bulky Waste - Sleeper Sofa (350 lbs)	\$ 13.83	\$ 16.28

2. Revise the ePass system as follows:
  - a. Reduce the ePass to disposal of 1,000 lbs of waste materials (regardless of waste type)
  - b. Homeowners would be eligible to receive a free pass when they paid their March property tax bill (No additional pass would be available)
  - c. A renter could obtain the new ePass for \$20 (limited to 1 pass per year)
  - d. A landlord who is an owner occupied would be eligible for 1 free ePass per year for the unit they occupy, when they pay their March property taxes
  - e. Landlords of multi-unit apartment buildings on the City Collection Program (City Ordinance Sec 62-13) would be eligible to purchase 1 ePass per year for every 3 non-owner occupied units for \$20 for each ePass.
3. Cleanup Assistance Week at the landfill would be eliminated as homeowners can use their free ePass (see above) any time during the year. The Lewiston Public Works Department will continue to collect brush placed butt ends to facing the street each spring. Quantities are limited to no more than one (1) standard pick-up truck load per residence.

## Appendix C

### Downtown Snow Removal Level of Service Comparisons

Task: Remove the snow from all sidewalks and curb in the following downtown areas:

Lisbon Street (Adams Ave to Main St)

Main Street (Longley Bridge to High Street)

Park Street (Main St to Spruce St)

Middle Street (Main St to Oak St)

All snow is hauled and disposed of at the City's snow dump on River Road

Current Level of Service: The Department has traditionally performed this service an average of 2 times each winter using in-house personnel and equipment. During unusual winters the frequency may have increased to 3 or 4 times. It normally takes two (2) nights to complete these areas.

Cost: The cost to provide this service was covered within the Department's snow budget and cost ~\$25,000 per event or an average of ~\$50,000 annually.

Proposed Increase Level of Service: The Department and PW Committee are proposing changes to our SOP (Standard Operating Policy) that would prioritize these downtown streets, such that when windrows or snow banks reach a height of 24 inches snow removal in this area would be completed. We estimate a 6-7 inch storm would create a windrow triggering this requirement. We project this would increase the frequency of snow removal to 7 times each winter and the increased level of service would be accomplished by hiring contractors to perform the work. Discussions with potential contractors indicate they could do most of the work, but would rely upon the City to provide the operators and equipment for the snow blower and snow dump bulldozer.

Cost: The total cost (including contractor cost and cost for the City's personnel & equipment) is estimated to be ~\$30,000 per event or a projected \$210,000 annually. This is a \$160,000 increase in the budget.

Further Increase in Level of Service: Some have suggested the Department should be removing snow from these areas after every plowable storm. We have an average of 12 plowable storms each year (in 2014/2015, we had 16 plowable storms). To reach this level of service, contractors would still be needed.

Cost: The total cost (including contractor cost and cost for the City's personnel & equipment) is estimated to be ~\$30,000 per event or a projected \$360,000 annually. This is a \$310,000 increase in the budget.

## Appendix C (cont.)

### Options for Paying for Increased Level of Service

Tax Rate - Increasing the City-wide tax rate to pay for the increased level of service for the downtown area would result in the following:

- Current Level of Service – No change in the tax rate
- Proposed Level of Service – increase of \$0.0844 in the mil rate (For a \$100,000 home, their taxes would increase \$8.44 per year)
- Increased Level of Service – increase of \$0.1636 in the mil rate (For a \$100,000 home, their taxes would increase \$16.36 per year)

Downtown Special Assessment District – At the Jan 6, 2016 meeting, the committee requested staff look at possibly forming a special assessment tax district covering properties benefitting from the increased level of service for snow removal and levying a special tax on them for the increased level of service. The attached map was developed to identify the properties within the potential special district. The current assessed value of these properties totals \$71,049,700 (tax exempt properties excluded).

Using these figures, a \$1.00 increase in the mil rate for these properties would generate ~\$71,049 in revenues. In order to pay for the increased level of service by applying the costs to these properties, the following would result:

- Current Level of Service (LOS) – No change in the tax rate
- Proposed Level of Service – increase of \$2.252 in the mil rate for the affected properties.
- Increased Level of Service – increase of \$4.363 in the mil rate for the affected properties.

## Appendix D

### Public Works Committee – Downtown Snow Removal Alternative

As an alternative to the full blown snow removal along Lisbon St, Mark Cayer (former City Councilor) suggested during the Budget Public Hearing on April 5<sup>th</sup> that a night crew be established to work on snow removal to provide better pedestrian access. Staff evaluated this and it would work much the same as what Auburn does.

The crew would be a total of 7 employees, assigned as follows:

- 1 FE loader (Equipment Operator/crew leader)
- 1 skidsteer
- 3 dump trucks (wheelers)
- 1 pick-up w/plow with 2 workers for hand-shoveling and signage

The Collective Bargaining Agreement does allow management to shift hours for employees with Article 3 Section 2 stating:

*"...In some instances, the work week may be altered on a seasonal or temporary basis. Such changes may only occur if agreed upon by the Employees involved and the Employer. Written sign-offs shall be obtained from both the Employees and appropriate Union representatives."*

There is a chance we might not get the volunteers needed to fill this crew. Section 3 of this same Article states:

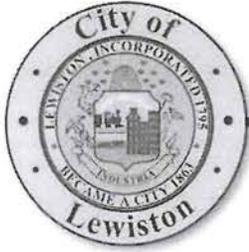
*"...Changes in the starting/ending times of the work shift shall be preceded by a thirty (30)-day notice and/or posting unless written sign-offs are obtained from both the Employees and appropriate Union representatives. The sign-offs will clearly indicate the nature of the change including projected starting and ending periods."*

So we may need to plan this and provide the 30 day notice if we do not have the volunteers.

The .55 cent/hour shift differential and allowing for some overtime during the transition would likely cost ~\$4,000 for about 12 weeks.

We believe we could go without a dozer operator at the snow dump overnight and play catch-up the next day.

This would be on a trial basis to see if would meet the needs and expectations. We provide no guarantees and believe this option is far less efficient than the full blown removal operation. It would likely take several days to address the entire Lisbon St area. We would concentrate on Lisbon St (Pine to Main) and start by cutting pedestrian access holes through the snow banks, then cleaning up and providing more clearing as time allowed. If we got caught up along Lisbon St, we could move on to other areas. If all work was completed, we could consider bringing the crew back on days, but if we needed to reinstate it, we may need to go through the 30 day notice again.



## EXECUTIVE DEPARTMENT

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

June 7, 2016

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: LA 911 FY17 Budget

Here are some thoughts addressing at least the immediate problem re: agreement between Lewiston and Auburn on the coming year's LA 911 budget.

### LA 911's FY17 Budget

In looking at the fund balance analysis developed by Finance Director Heather, there are three potentially available amounts that could be applied toward the FY17 budget based on FY15's balance and proposed uses of that balance to meet immediate repair and capital needs. These are: \$183,000 potentially identified for virtual server funding; \$31,839 in emergency repair needs associated with the Webber Street tower; and \$37,775 in unreserved balance.

Per Phyllis Gamache, the immediate need is the Webber tower repair since this is/could quickly become a safety issue for our emergency service personnel. Issues with the tower include a bleed over of Lewiston Police Department and Lewiston Public Works into Lewiston Fire's frequency as a result of the entire system on the Webber tower beginning to fail. This degradation (and other potential failures that may occur given age and condition) could result in the entire radio infrastructure for all three Lewiston entities failing without warning, and the recovery from that failure would take time and carry a significant cost. These radio problems are well beyond our ability to patch. The equipment is no longer available from the manufacturer and would have to be found via google or ebay. The equipment that would have to be purchased would be compatible with our current system but unlikely to be compatible with a new system, so the \$31,839 would provide only a temporary fix.

From an overall point of view, the current radio system for both communities is failing, and such failures would pose a risk to both the public and our emergency services personnel.

Given this, I would recommend that \$31,839 be authorized for this repair. That leaves the virtual server and unreserved balance, totaling \$220,775, which could be applied to next year's budget (110,387.50 each – since we don't budget in cents, call it \$110,387 each).

If this is agreeable to both Councils, this would address the immediate budget issue.

#### Potential Impact of Relying on Fund Balance for Operation

It must also be emphasized that this will increase the use of LA 911's fund balance to offset the FY17 budget from the current \$65,281 (which the 911 Committee proposed in its original budget submission) to \$286,056. To fund this extent of the 911 budget with non-current revenues will potentially impact the FY18 operating budget and may require an increase the contributions from the cities required to fund the on-going operation. This amount of fund balance equates to about 13% of the current year's proposed budget. This should concern both Councils, especially given that the Auburn Council appears committed to eliminating its remaining use of fund balance in its FY18 budget, potentially leading to another very difficult budget year for them. On the Lewiston side of the river, we will likely have our own budget problems to deal with a year from now.

If this approach to the FY17 budget is adopted, it will allocate all of the funds carried over from FY 15.

#### Estimated FY16 Balance

Heather Hunter has also estimated that 911 will end the FY16 budget with a surplus of \$263,058. There are several options on how this anticipated balance could be handled. One option is to fund the virtual server project after July 1 at \$183,000 or, alternatively, other, more critical replacement needs. I would suggest that the Director of LA911 and the LA911 Committee be asked to advise both Council's on this. If used for server replacement, this would leave \$80,058 available that could either be used to begin addressing some of the radio upgrade needs or held to be carried forward into FY18. Keep in mind, however, that this is based on Heather's current estimate of year end and actual results might differ.

A second option is to "lease purchase" the virtual server or other equipment upgrades, which would reduce the first year out of pocket cash requirement but build some funding in over a number of out years. This option was considered by Lewiston, but not pursued once it became apparent that Auburn did not include funding for server replacement in its capital improvement plan.

#### Fund Balance Policy

Still to be addressed, however, is the fund balance policy requested at the joint Council meeting. At the heart of that issue is, first, whether the Councils are or are not willing to allow the agency to hold a fund balance. If not, some provisions would need to be in place to provide for emergency 911 spending and for that spending to be authorized

fairly quickly and easily if necessary. If an immediate repair is needed, I don't think we can necessarily take the time to seek approval by both City Councils before it is authorized. Given the age and state of the 911 equipment, the likelihood of emergency needs is heightened. If the choice is for LA911 to carry no fund balance, one option would be for both cities to establish a designated fund balance reserve for 911 on their own books which could be accessed at the request of the 911 Committee and with the approval of both managers under emergency circumstances. Finally, we would need to determine how much of a fund balance or reserve should be set aside. Heather has recommended 10% of operations.

### Conclusion

It is unlikely that issues beyond next year's immediate funding level can be in place by the time that Auburn adopts its budget, which is scheduled for June 20<sup>th</sup>. As a result, the joint Councils may wish to consider scheduling another meeting over the summer or early fall to revisit the unresolved issues and to further explore the nature and extent of LA 911's capital needs and how they might best be addressed.

While I have reservations about increasing LA 911's dependence on its fund balance for the coming year to over \$285,000 and the potential that this may result in budget issues in FY18, this proposal would address the immediate issue and allow time for others to be reviewed and acted on in a prudent and thoughtful manner.

In conclusion, while I am not recommending that such a great reliance be placed on fund balance use, it may be the simplest resolution of the current situation.

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 14**

**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.

**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 JUNE 7, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 15**

**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.

**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.