

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
OCTOBER 3, 2017**

**6:15 p.m. Executive Session** – To discuss labor union negotiations regarding the city’s six employee unions.

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

Pledge of Allegiance to the Flag  
Moment of Silence

Lewiston Youth Advisory Council Update

Acceptance of the minutes of the September 6, September 20, October 4 and October 18, 2016 meetings.

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 execution of a Municipal Quitclaim Deed for Real Estate located at 33 Avon Street Rear.
- \* 2. Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 307 Randall Road.
- \* 3. Adoption of meeting schedule for the month of November.

**REGULAR BUSINESS:**

- 4. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, Inc., 1465 Lisbon Street.
- 5. Public Hearing on an Application for a Business License renewal for Merrimack River Medical Services, Inc. for an Outpatient Addiction Treatment Clinic at 18 Mollison Way.
- 6. Public Hearing and Final Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance regarding unlawful and excessive noise.
- 7. Public Hearing and Final Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance regarding nuisance parties.
- 8. Public Hearing and First Passage regarding amendments to the General Assistance Ordinance regarding eligibility.
- 9. Public Hearing and First Passage regarding amendments to the City’s Land Use Code, Business Licensing Ordinance and Fire Prevention & Protection Ordinance pertaining to lodging houses and lodging places.
- 10. Amendments to the Personnel Policies regarding Distribution of Employee Retirement Health Savings Plan Residual Amounts.
- 11. Public Hearing on Amendments to the General Assistance Policy for annual authorization of eligibility amounts.
- 12. Order Authorizing an Extension of the Purchase and Sale Agreement for 159-177 Lisbon Street between the City of Lewiston and Szanton Monks Properties, LLC.

13. Resolve authorizing the Transfer of \$60,000 from the 2018 Lewiston High School Parking Lot Expansion Project to the Lewiston High School Visual and Performing Arts Center Concept Plan Project.
14. Order Authorizing the Sale of 188 Lincoln Street to LWS Development, LLC and Wilbur & Company.
15. Request from the Farwell School PTA for a waiver of the \$50 food license fee for their Annual Pumpkin Festival.
16. Resolve, Setting the Public Hearing on the proposed Lewiston Auburn Consolidation Agreement.
17. Update from the Lewiston School Committee Representative.
18. Reports and Updates.
19. Any other City Business Councilors or others may have relating to Lewiston City Government.

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 3, 2017**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6:15pm**

**SUBJECT:**

Executive Session to discuss labor union negotiations regarding the city's six employee unions.

**INFORMATION:**

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

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To enter into an Executive Session pursuant to MRSA Title 1, Section 405 (6) (D) to discuss Labor Negotiations regarding the city's six employee unions - International Association of Firefighters, Local 785; Maine State Employees Association, Local 1989; Maine Association of Police; Lewiston Police Supervisory Command Unit; Lewiston Professional Technical Unit, Local 3855 and Lewiston Public Works Unit, Local 1458.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 33 Avon 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 33 Avon 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.

*EABIK/mm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 33 Avon Street Rear.



COUNCIL ORDER

**Order,** Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 33 Avon Street Rear.

**WHEREAS,** the owners, Robert R. and Diane C. Belanger, failed to pay their bills on a timely basis for 33 Avon Street Rear (Tax Map 206, Lot 41, Parcel 00-000714); and

**WHEREAS,** a tax lien was filed on June 18, 2014 (Book 8933 Page 300) and matured on December 18, 2015 in the amount of \$136.50; and

**WHEREAS,** payment was 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 33 Avon Street Rear to the owners.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 307 Randall Road.

**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 307 Randall Road. 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:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 307 Randall Road.



**COUNCIL ORDER**

**Order,** Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 307 Randall Road.

**WHEREAS,** the owners, Gary L. and Charlene L. Powers, failed to pay their bills on a timely basis for 307 Randall Road (Tax Map 93, Lot 68, Parcel 00-002067); and

**WHEREAS,** a storm water lien was filed on December 6, 2013 (Book 8830 Page 249) and matured on June 6, 2015 in the amount of \$123.47; and

**WHEREAS,** a storm water lien was filed on December 28, 2015 (Book 9282 Page 67) and matured on June 28, 2017 in the amount of \$104.98; and

**WHEREAS,** payment was 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 307 Randall Road to the owners.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Adoption of meeting schedule for the month of November.

**INFORMATION:**

Due to the November election, it is recommended the City Council cancel their first regular meeting of the month. It is past practice to not hold a Council meeting on the election day. A special Council meeting might be called at the end of October if needed. Councilors are asked to keep the date of Oct. 24 available in case a special meeting is called.

The November Council meeting date will be Tuesday, November 21.

Note: The December meetings will be held as regularly scheduled - Tuesday, December 5<sup>th</sup> and Tuesday, December 19<sup>th</sup>.

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

The City Administrator recommends approval of the requested action.

*EAB/klmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To suspend Section 1(a) of the Rules Governing the City Council, to cancel the November 7, 2017 City Council meeting due to the conflict with Election Day and to hold one regular meeting during the month of November on Tuesday, November 21<sup>st</sup>.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, Inc., 1465 Lisbon Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Fast Breaks, Inc., 1465 Lisbon Street.

The Police Department has reviewed and approved the application.

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

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

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

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Fast Breaks, Inc., 1465 Lisbon Street.

CITY OF LEWISTON  
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 9/14/17

Expiration Date: 9-15-2018

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

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

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

Business Name: FastBreaks Inc Business Phone: 207-782-3305

Location Address: 1465 Lisbon Street Lewiston ME

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

Mailing Address: 1465 Lisbon St Lewiston ME 04252

Email address: FastBreaks@Roadrunner.com

Contact Person: Lela Richard Phone: 207-754-7666

Owner of Business: SAME Date of Birth: 11-14-63

Address of Owner: 9 Sunset Ave Lisbon Falls ME 04252

Manager of Establishment: Lela M Richard Date of Birth: 11-14-63

Owner of Premises (landlord): Serry Millett

Address of Premises Owner: 155 Center St. Building C Auburn ME 04210

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

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

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

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

Corporation Name: Fast Breaks Inc.

Corporation Mailing Address: 1465 Leban Strt Lewiston, ME

Contact Person: Lela Richard Phone: 754-7666

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1/4

Please describe the type of proposed entertainment:

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

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

\*\*\*\*\*

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

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

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

Signature: [Signature] Title: Manager Date: 9-14-17

Printed Name: Lela M Richard

\*\*\*\*\*

Hearing Date: 10/3/17



## ***POLICE DEPARTMENT***

Brian O'Malley  
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. David St.Pierre, Support Services

DT: September 18, 2017

RE: Liquor License/Special Amusement Permit – **Fast Breaks**

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

### **Fast Breaks**

**1465 Lisbon St., Lewiston, Maine**



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



*Professionalism*

*Integrity*

*Compassion*

*Dedication*

*Pride*

*Dependability*

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 3, 2017**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Public Hearing on an Application for a Business License renewal for Merrimack River Medical Services, Inc. for an Outpatient Addiction Treatment Clinic at 18 Mollison Way.

**INFORMATION:**

Merrimack River Medical Services which operates an outpatient addiction treatment clinic (methadone clinic) at 18 Mollison Way is seeking a renewal of their annual license. The Police Department, Fire Department and Planning & Code Enforcement Department do not have any concerns with the renewal of this license.

The business license was approved last year with a set of conditions and it is recommended the Council approve the license with the same set of conditions which are attached.

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

The City Administrator recommends approval of the requested action.

*EAISKMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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1) To conduct a public hearing to receive citizen input and comment regarding the application submitted by Merrimack River Medical Services, Inc. for renewal of their business license to operate an Outpatient Addiction Treatment Clinic at 18 Mollison Way, Lewiston.

2) To approve the License for an Outpatient Addiction Treatment Clinic for Merrimack River Medical Services, Inc. to operate a Clinic at 18 Mollison Way, Lewiston, subject to the attached conditions.

**Merrimack River Medical Services, Inc.**  
**October 3, 2017 City Council meeting**

**Conditions for License to operate an Outpatient Addiction Treatment Clinic in Suite #2 on the first floor of the existing building at 18 Mollison Way:**

1. Provide adequate interior client waiting space to eliminate the need for clients to queue or wait for service outside of the building, with the exception of clients waiting for public transportation.
2. Effectively monitor the exterior of the property to ensure that clients do not loiter on or adjacent to the property for any purpose other than waiting for the arrival of public transportation.
3. Designate the exit from the clinic that leads to a lobby shared with other tenants within the building as an emergency exit only and provide an audible alarm that will sound if this exit door is opened.
4. Applicant will maintain a methadone maintenance program as described in their "Treatment Components" and "Program Components". Applicant will immediately report to the police department any breaches of the security system described in the attachment.
5. Consistent with the applicant's application, the number of clients shall not exceed 500 at any given time.
6. The applicant will annually provide documentation to the City Clerk of the receipt of all approvals required by any federal or state agency or department pursuant to federal or state law.
7. The applicant will comply with the requirements of Chapter 22, Article XIV, Section 22-417 of the Code requiring the applicant to conduct meetings at the discretion of the chief of police and or his designee.

**CITY OF LEWISTON  
APPLICATION FOR LICENSURE  
OUTPATIENT ADDICTION TREATMENT CLINIC**

DATE: 9/19/17

APPLICATION IS FOR: NEW LICENSE \_\_\_\_\_ RENEWAL OF LICENSE XX

NAME OF FACILITY/AGENCY: Merrimack River Medical Services, Inc. dba Health Care Resource Centers

PHYSICAL ADDRESS OF CLINIC:  
18 Mollison Way  
Lewiston, ME 04240  
\_\_\_\_\_  
(City, State, Zip)

MAILING ADDRESS: (if different)  
\_\_\_\_\_  
\_\_\_\_\_  
(City, State, Zip)

TAX MAP & LOT NUMBER OF LOCATION OF FACILITY: Map 169, Lot 25

DIMENSIONS AND ACREAGE OF PROPERTY: 6.27 Acres

NAME OF CONTACT PERSON: Jennifer Minthorn

PHONE # 207-312-6860 FAX # 207-312-6863 EMAIL jennifer.minthorn@csachelp.com

NAME/TITLE OF ADMINISTRATOR/OPERATOR: Jennifer Minthorn, Practice Manager

PHONE # 207-590-3263 FAX # 207-312-6863 EMAIL jennifer.minthorn@csachelp.com

NAME OF EXECUTIVE DIRECTOR: Ed Blain, CEO

SOCIAL SECURITY # OR EMPLOYER ID #: Federal Tax ID # 02-0510337

CORPORATION NAME/ADDRESS (if different): Merrimack River Medical Services, Inc. dba  
Health Care Resource Centers  
\_\_\_\_\_  
125 North Elm Street, Westfield, MA 01085

TYPE OF FACILITY/AGENCY:

Individual Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_  
Non-Profit Corporation: \_\_\_\_\_ For-Profit Corporation: XX  
Other (describe): \_\_\_\_\_

CATCHMENT AREA: (Geographic Area Served): Androscoggin, Cumberland, Franklin, Kennebec, Lincoln  
Oxford, and Sagnadahoc Counties

LIST THE MAXIMUM TOTAL NUMBER OF CLIENTS YOUR AGENCY WIL SERVE AT THIS  
LOCATION, THE AGE RANGE AND GENDER:

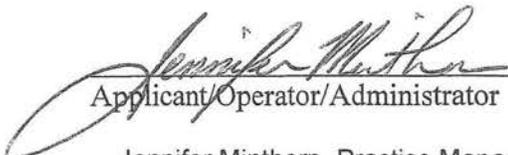
SERVICE: Methadone Treatment # OF CLIENTS up to 500 AGE RANGE: 18 & above GENDER: male & female

I/We have received and read the City of Lewiston ordinance regarding Outpatient Addiction Treatment Clinics. I/We understand that this application authorizes representatives of the City of Lewiston to make such visits and inspections as may be necessary to ensure that the facility is in compliance with the laws pertaining to the operation of such facilities.

I/We also understand that the signing of this application effectively serves as a release of information and gives permission to the City of Lewiston to obtain any criminal or protective records information which may be on file in any Country, State or Federal Office.

I/We further certify that all information contained in this application (including addendums) is complete and accurate.

ORIGINAL SIGNATURES REQUIRED:

  
\_\_\_\_\_  
Applicant/Operator/Administrator  
Jennifer Minthorn, Practice Manager  
\_\_\_\_\_  
Type or Print Name

DATE: 9/19/17

\_\_\_\_\_  
2<sup>ND</sup> Applicant (If Applicable)  
\_\_\_\_\_  
Type or Print Name

DATE: \_\_\_\_\_

\_\_\_\_\_  
Board President (If Applicable)  
\_\_\_\_\_  
Type or Print Name

DATE: \_\_\_\_\_



STATE OF MAINE

Department of Health & Human Services

# *Certificate of Licensure*

## ALCOHOL & DRUG TREATMENT PROGRAM

This is to certify that the licensed entity named below is hereby granted this License in accordance with Maine law.

ISSUED TO:

MERRIMACK RIVER MEDICAL SERVICES  
18 Mollison Way  
Lewiston ME 04240-

I.D. #: 635407

TYPE: FULL

EFFECTIVE FROM: 06/30/2016 TO 06/30/2018

METHADONE TREATMENT

ALCOHOL & DRUG OUTPATIENT COUNSELING

A handwritten signature in cursive script, reading "May C. Mayhew".

Commissioner, Department of Health & Human Services

STATE RULES REQUIRE THAT THIS LICENSE/CERTIFICATE BE CONSPICUOUSLY POSTED AT THE FACILITY AT ALL TIMES.  
THIS DOCUMENT IS NON-TRANSFERRABLE.



**State of Maine**  
 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION  
 OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
 MAINE BOARD OF PHARMACY

**License Number OTP50001431**

Be it known that

**MERRIMACK RIVER MEDICAL SERVICES INC**

has qualified as required by Title 32 MRSA Chapter 117 and is licensed as:

**OPIOID TREATMENT PROGRAM**

Doing Business As: HEALTH CARE RESOURCE CENTERS

Located at: 18 MOLLISON WAY

LEWISTON

Pharmacist in charge PAUL J. JOHNSON

holding license #PIC45874

AUTOMATED DISPENSING

*Anne L. Head*

Commissioner

**ISSUE DATE**  
December 1, 2016

**EXPIRATION DATE**  
December 31, 2017

✂ Detach



**STATE OF MAINE**  
 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION  
 OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
 MAINE BOARD OF PHARMACY

License Number OTP50001431  
**MERRIMACK RIVER MEDICAL SERVICES INC**  
**OPIOID TREATMENT PROGRAM**  
 AUTOMATED DISPENSING

**ISSUED 12/01/2016**

**EXPIRES 12/31/2017**

**STATE OF MAINE**  
 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION  
 35 State House Station  
 Augusta, Maine 04333-0035  
 (207) 624-8603

*Anne L. Head*

Commissioner

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RM0418043 ZM0418043	01-31-2018	\$244
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,3	MAINT & DETOX	12-14-2016
MERRIMACK RIVER MEDICAL SERVICES, INC 18 MOLLISON WAY LEWISTON, ME 04240 LEWISTON, ME 04240		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RM0418043 ZM0418043	01-31-2018	\$244
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,3	MAINT & DETOX	12-14-2016
MERRIMACK RIVER MEDICAL SERVICES, INC 18 MOLLISON WAY LEWISTON, ME 04240 LEWISTON, ME 04240		

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## ***POLICE DEPARTMENT***

Brian O'Malley  
Chief of Police



TO: Kelly J. Brooks, Deputy City Clerk  
FROM: Lt. David St.Pierre, Lewiston PD  
REF: Outpatient Addiction Treatment Clinic  
DATED: September 27, 2017

We have researched our records, and have no objections to the issuance of the Outpatient Addiction Treatment Clinic Permit to the following:

**Merrimack River Medical Services, 18 Mollison Way, Lewiston**



## CITY OF LEWISTON

### Department of Planning & Code Enforcement

**TO:** City Clerks  
**FROM:** David Hediger, City Planner  
**SUBJECT:** Merrimack River Medical Services  
**DATE:** September 26, 2017

Planning and Code Enforcement staff recommends the license is granted with the same conditions as previously approved by the City Council.

# Lewiston Fire Department



Brian Stockdale  
Fire Chief

Bruce McKay  
Assistant Chief



August 21, 2017

Kelly Brooks  
Deputy City Clerk  
City Clerk's Office  
27 Pine St.  
Lewiston, ME 04240

## **RE: Merrimack River Medical Services**

Dear Kelly,

The Lewiston Fire Prevention Bureau has no issues or concerns at this time that prohibits the issuance of their 2017 city license.

Respectfully,

A handwritten signature in black ink, appearing to read "Paul Ouellette".

Paul Ouellette  
Certified Fire Inspector / Certified Fire Investigator  
Lewiston Fire Department  
Lewiston Fire Prevention Bureau

Paul / General Files / 2017 Letters / Merrimack River Medical Svcs. Approval Letter / Msw

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 3, 2017**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Public Hearing and Final Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance regarding unlawful and excessive noise.

**INFORMATION:**

Noise issues have become a problem in certain neighborhoods, primarily related to social gatherings and parties. At the present time, the only noise regulations the City has in our Code are in the land development code and are intended to regulate noise generated by given uses of properties. In addition, these restrictions do not apply to residential properties. This ordinance has been requested by the Police Department as one action that would assist them in addressing this problem.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That the proposed amendment to the City Code of Ordinances, Chapter 50 "Offenses and Miscellaneous Provisions", Article VII. "Noise" , receive final passage by a roll call.



**COUNCIL ORDINANCE**

**Ordinance,** Amending the Code of Ordinances by Adding Sections 50-13 through 50-15 – Noise.

Whereas, the City has received numerous complaints recently regarding noise that has impacted the quiet enjoyment of residents in certain neighborhoods; and

Whereas, the City's only existing noise regulations are in the Zoning and Land Development Code and are intended to regulate noise generated by non-residential uses; and

Whereas, the Lewiston Police Department has requested that an ordinance governing other sources of excessive, unnecessary, or unusually loud noise;

**Now, therefore, the City of Lewiston hereby ordains** that

The following sections are hereby added to the Lewiston Code of Ordinances.

Sec. 50-13. Unlawful Noise.

It shall be unlawful for any person or persons to create, assist in creating, continue or allow to continue any excessive, unnecessary, or unusually loud noise which either annoys, disturbs, injures, or endangers the reasonable quiet, comfort, repose, or the health or safety of others within the City of Lewiston. The following acts are declared to be loud, disturbing, injurious, unnecessary, and unlawful noises in violation of this section, but this enumeration shall not be exclusive:

- (a) Radio, Phonograph, Amplified Sound, Musical Instruments, Television, and other Electronically Generated Sound. The playing of any radio, phonograph, television set, amplified or musical instruments, loudspeakers, tape recorder, or other electronic sound producing devices in such a manner or with volume at any time or place so as to annoy or disturb the reasonable quiet, comfort, or repose of persons in any dwelling, hotel, hospital, or other type of residence or in any office of any persons in the vicinity.
- (b) Shouting and Singing. Yelling, shouting, hooting, whistling, singing, or the making of any other loud noises on the public streets between the hours of 11:00 pm and 7:00 am, or the making of any such noise at any time or place so as to annoy or disturb the reasonable quiet, comfort or repose of persons in any dwelling, hotel, hospital, or other type of residence or in any office or of any person in the vicinity.
- (c) Animal Noises. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the reasonable comfort or repose of any person.

- (d) Devices to Attract Attention. The use of any drum or other instrument or device of any kind for the purpose of attracting attention by the creation of noise. This section shall not apply to any person who is a participant in a school band or a duly licensed parade or who has been otherwise authorized by the City to engage in such activity or to safety devices required for the safe operation of equipment or machinery and which are operated in accordance with manufacturers' instructions.

If the person or persons responsible for the activity that violates section 50-13 cannot be determined, the person in lawful custody and/or control of the premises, including but not limited to the owner, lessee, or occupant of the property on which the activity is located, shall be deemed responsible for the violation.

#### Sec. 50-14. Exemptions.

None of the terms or prohibitions of the previous sections shall apply or be enforced against:

- (a) Any police or fire vehicle or any ambulance while engaged in necessary emergency business.
- (b) Necessary excavation in or repairs of bridges, streets, or highways, or any utility installation by or on behalf of the City, the State of Maine, or any public utility.
- (c) The reasonable use of amplifiers or loud speakers for public addresses for which a city permit has been granted.
- (d) Noise caused by agricultural, farm-related, or forestry-related activities including but not limited to the operation of farm equipment, sawmills, harvesting equipment, noises from farm animals, and the like.
- (e) Noise associated with non-residential uses that conform to the performance standards of Appendix A, Zoning and Land Use Code, Article XII, Section 19 (2), Noise.

#### Sec. 50-15. Penalties.

A violation of this section shall be subject to a minimum fine as established by a policy adopted by the City Council. For purposes of Section 50-13, each such act, which either continues or is repeated more than on-half hour after issuance of a written notice of violation, shall be a separate offense and shall be subject to escalating penalties as established by the City Council.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Public Hearing and Final Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance regarding nuisance parties.

**INFORMATION:**

The City and the Police Department have received numerous complaints from the neighborhood near Bates College relating to noise and behavioral issues associated with parties and social gatherings. These issues have also been discussed at several workshops with the City Council and a public meeting hosted in the neighborhood by the Police Department. Among residents' complaints were inappropriate, loud, and disruptive noise from parties making it difficult for neighbors to sleep; public consumption of alcoholic beverages; outdoor urination; public indecency; littering; and vandalism.

Under existing ordinances and laws, disruptive parties are generally dealt with under disturbing the peace regulations. These require the police to first visit and warn the assemblage and, if further problems arise, return for a second visit to issue summons for a criminal violation. This process often results in a resumption of the disruptive event and a demand on police resources to return to the site. This ordinance would authorize the police department to disperse the gathering on the first visit if it is found to exhibit certain inappropriate behaviors.

The ordinance also requires the Police Department to notify the property owner of the nuisance party and to enlist that owner's support to ensure similar events do not occur within a six month period. If landlords do not cooperate, they can potentially be liable and subject to fines.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That the proposed amendment to the City Code of Ordinances, Chapter 50 "Offenses and Miscellaneous Provisions", Article IX . "Nuisance Parties", receive final passage by a roll call vote.



**COUNCIL ORDINANCE**

**Ordinance**, Amending the Code of Ordinances to Adopt New Sections 50-16 through 50-18 – Nuisance Parties.

Whereas, the City and the Police Department have received numerous complaints from the neighborhood near Bates College relating to noise and behavioral issues associated with these parties; and

Whereas, at several workshops with the City Council and a public meeting hosted by the Police Department for the neighborhood, specific complaints were made about inappropriate noise from such parties making it difficult for neighbors to sleep; public consumption of alcoholic beverages; outdoor urination; public indecency; littering; and vandalism; and

Whereas, existing ordinances and laws restrict the ability of the Police Department to immediately address such issues and order that those at the party of social gathering immediately disperse; and

Whereas, many of these parties occur on properties that are leased from landlords who do not live on or near the property; and

Whereas, it is essential that property owners be notified of such disruptive behaviors associated with their tenants and visitors in order to address tenant problem behavior; and

Whereas, in instances where property owners fail to cooperate with the City in eliminating the nuisance, it is appropriate to also hold them accountable for problems associated with their property;

**Now, therefore, the City of Lewiston hereby ordains** that

The following sections are hereby added to the Lewiston Code of Ordinances.

**Sec. 50-16. Nuisance Parties.**

- (a) A nuisance party is defined as a social gathering or party which is conducted on premises within the City and which, by reason, in whole or in part, of the conduct of the persons in attendance, results in any one or more of the following conditions or events occurring at the site of the party or social gathering, or on neighboring public or private property:
- (1) disorderly conduct;
  - (2) illegal open container;
  - (3) outdoor urination or defecation in a public place;
  - (4) unlawful sale, furnishing, dispensing or consumption of beer or intoxicating liquor or controlled substance to an underage person;

- (5) illegal use of a controlled substance;
- (6) public indecency in violation of applicable laws;
- (7) unlawful deposit of litter or refuse;
- (8) damage or destruction of property without the consent of the property owner;
- (9) unlawful pedestrian or vehicular traffic;
- (10) unlawful standing or parking of vehicles that obstructs the free flow of traffic on the public streets and sidewalks or that impedes the ability to render emergency services;
- (11) unlawfully loud noise;
- (12) or any other unlawful conduct or condition that threatens injury, inconvenience, or alarm to persons or damage to property.

Such parties are hereby declared to be an unlawful public nuisance.

- (b) **Duty to Control Premises.** Any person who is an owner, occupant, tenant, or otherwise has rightful possession or possessory control, individually or jointly with others, of any premises, who either sponsors, conducts, hosts, invites, or permits a social gathering or party on said premises which is or becomes a nuisance party, as defined in part (a) of this Section, and which nuisance is either the intentional result of, or within the reasonable expectations of, the person or persons having such possessory control is deemed to be in violation of this Section.
- (c) **Order to Cease and Disperse.** A party or social gathering that is or becomes a nuisance party, as defined in part (a) of this Section, shall cease upon the order of the Police Chief, or the Police Chief's designee; and all persons not residing in the site of such social gathering or party shall leave the premises immediately. Any person who fails or refuses to obey and abide by such an order shall be guilty of a violation of this section.
- (d) **Retaliation.** No person shall direct a verbal, physical, or electronic act against the person, family, or property of any individual who complains of or witnesses a violation of the Nuisance Party regulations for the purpose of intimidating or retaliating against that person for the exercise of the right to complain or testify to a violation of this code.

#### **Section 50-17. Owners Failure to Prevent a Second Nuisance Party.**

- (a) Within ten (10) days of a nuisance party declaration, the police department shall send the premises owner a notice of nuisance party ordinance violation. The notice shall set forth the date, place, names of occupants/tenants involved, and nature of the violation and shall inform the premises owner of the necessity to take action to prevent future nuisance parties on the premises. Notice shall be given by first class mail using the premises owner's address on file with the City Assessor.
- (b) If a subsequent nuisance party is declared at the same premises within a six (6) month period and the same occupant(s)/tenant(s) are responsible for the second nuisance party, the police department shall send the premises owner a second notice of nuisance party ordinance violation within ten (10) days of the party and the premises owner shall be charged with violating this ordinance and shall be subject to a forfeiture established by the City Council.

1. If the premises owner meets with the Chief of Police or his/her designee within ten (10) days of the issuance of the second notice of nuisance party violation and presents an acceptable abatement plan to abate future nuisance party activity at the premises, the premises owner will not be subject to a forfeiture for the nuisance party that was the subject of the meeting.
- (c) If a third or subsequent party is declared at the same premises within a six (6) month period and the same occupant(s)/tenant(s) are responsible for this party, the Police Chief or his/her designee shall send the premises owner a second notice of nuisance party ordinance violations within ten (10) days of the party, and the premises owner shall be charged with violating this ordinance and shall be subject to a forfeiture as established by the City Council.
  - (d) It shall be an affirmative defense to a charge of violating Section 50-18 (b) or (c) above that the premises owner has evicted or is diligently attempting to evict all tenants and occupants of the property who were responsible for the nuisance parties and/or it can be confirmed that the premises owner was the original complainant to emergency dispatch.
  - (e) The provisions of this section are severable. If any provision of this section is held to be invalid or unconstitutional or if the application of any provision of this section to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or applications of this section which can be given effect without the invalid or unconstitutional provisions or applications. It is hereby declared to be the intent of the City Council that this section would have been adopted had any invalid or unconstitutional provision or applications not been included herein.

**Sec. 50-18. Penalty.**

A violation of sections 50-16 and/or 50-17 shall be subject to minimum fines as established by a policy adopted by the City Council.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Public Hearing and First Passage regarding amendments to the General Assistance Ordinance regarding eligibility.

**INFORMATION:**

The State DHHS Office has changes and amendments regarding the state General Assistance Program that Sue Charron, Director of Social Services, is recommending that Lewiston amend in our local GA ordinance.

The first set of amendments pertain to disqualification for 120 days for acts of fraud as well as a requirement for the applicant to reimburse the city for GA funds if these had been issued to the applicant.

The second set of amendments pertain to the definition of Registered Domestic Partner, confidentiality of information and liability for burials and cremations.

Please see the attached memorandum from Director Charron for additional information.

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

The City Administrator recommends approval of the requested action.

*GAB/kmm*

**REQUESTED ACTION:**

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That the proposed amendments to the City Code of Ordinances, Chapter 46 "General Assistance" receive first passage by a roll call vote and that the public hearing on said ordinance amendments be continued to the next regularly scheduled City Council meeting for final passage.



Social Services Department  
Sue Charron  
Social Services Director



## MEMORANDUM

**TO: Mayor Macdonald and Members of the City Council**

**FR: Sue Charron, Social Services Director**

**RE: G.A. Ordinance Changes**

**DT: October 3, 2017**

Enclosed are the General Assistance Ordinance changes, regarding Fraud, which were effective in 2015. Enclosed are the additional ordinance changes, regarding financial institutions and legally liable persons, which will be effective November 1, 2017.

General Assistance Ordinance changes effective in 2015.

- In addition to persons being disqualified for fraud for 120 days, they are also responsible for reimbursing the municipality. The penalty is the longer of 120 days and until the reimbursement is made — Article III. Sec. 46-69 Period of disqualification (c) Fraud; and Article IV. Sec. 46-94 Fraud (b) Period of ineligibility.
- Deletion of "up to" (...he has been disqualified from receiving assistance for up to 120 days.) — Article IV. Sec. 46-94 Fraud (b) Period of ineligibility.

General Assistance Ordinance changes effective November 1, 2017.

- Registered Domestic Partner is added to the list of definitions — Article I. Sec. 46-2 Definitions.
- National Banks are required to release account information on deceased persons for determining eligibility on burial and cremation requests — Article I. Sec. 46-3 Confidentiality of Information (c) (1) Information from other sources; penalty; and Article IV Sec. 46-98 Basic necessities; maximum levels of assistance g. Burial, cremations (6).
- Spouse and registered domestic partner are added to the list of legally liable relatives for burials and cremations; and all legally liable relatives are no longer exempt from financial responsibility because they do not reside in or own property in the state of Maine — Article IV. Sec. 46-98 Basic necessities; maximum levels of assistance g. Burial, cremations (6); and Article VI. Sec. 46-147 Relatives.

DHHS requires verification that the municipality has adopted the ordinance changes.

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• TTY/TDD 207-784-5999 • Email: [scharron@ci.lewiston.me.us](mailto:scharron@ci.lewiston.me.us)*

The City of Lewiston does not discriminate against or exclude individuals from its municipal facilities, and/or in the delivery of its programs, activities and services based on an individual person's race, ancestry, color, religion, gender, age, physical or mental disability, veteran status, or limited English speaking ability. For more information about this policy, contact or call Compliance Officer Mike Paradis at (V) 207-513-3140, (TTY) 207-784-5999, or email [mparadis@ci.lewiston.me.us](mailto:mparadis@ci.lewiston.me.us).

**AN ORDINANCE PERTAINING TO GENERAL ASSISTANCE**

**THE CITY OF LEWISTON HEREBY ORDAINS:**

Chapter 46 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

**CHAPTER 46**

**GENERAL ASSISTANCE**

**ARTICLE I. IN GENERAL**

**Sec. 46-2. Definitions.**

Registered Domestic Partner means an individual registered as the domestic partner of the applicant pursuant to 22 M.R.S.A. § 2710.

**Sec. 46-3. Confidentiality of information.**

(c) *Information from other sources; penalty.*

- (1) Information furnished to the municipality by the department of human services or any other agency or institution pursuant to 22 M.R.S.A. § 4314 is confidential. The general assistance administrator will also comply with laws relating to the confidentiality of records concerning birth, marriage and death.
- (2) Any representative of a financial institution or any employer of a general assistance applicant who, upon receipt of a written release signed by the depositor and a written request from the Administrator, refuses to provide necessary information to the administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal. National banks are also obligated to disclose deposit information to the Administrator upon receipt of a written request and release signed by the depositor. Additionally, when a municipality or its agents are acting in accordance with 22 M.R.S.A. §4313(2) to verify eligibility for funeral or cremation benefits, an officer of a financial institution must disclose the amount deposited upon receipt of a written request from the municipality or its agents and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased. Any person who refuses to provide necessary information to the administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal. Any person who refuses to provide information, without just cause, may be subject to a civil penalty in accordance with the city's policy manual as approved by the city council. Any person, including the applicant, who knowingly and willfully gives false information to the administrator is committing a class E crime.

**ARTICLE III. ELIGIBILITY FACTORS**

**Sec. 46-69. Period of disqualification.**

- (c) *Fraud.* People who commit fraud are disqualified from receiving assistance for a period of 120 days (see section 46-94, fraud) and they are required to reimburse the municipality. The administrator shall give recipients written notice that they are disqualified as soon as the administrator has sufficient knowledge and information to render a decision. If a disqualification for fraud is issued before the expiration of a grant of assistance, the period of disqualification shall commence on the day following the end of the period covered by the grant of assistance or on the day the fair hearing authority renders its decision, whichever is later. If fraud is discovered after the period covered by the grant of assistance has expired, the period of ineligibility will commence on the day of the written notice of disqualification, unless subsequently modified by the fair hearing authority.

**ARTICLE IV. DETERMINATION OF ELIGIBILITY**

**Sec. 46-94. Fraud.**

- (b) *Period of ineligibility.* When the general assistance administrator finds that a person has knowingly and willfully misrepresented material facts for the purpose of making himself eligible for general assistance, the administrator shall notify the applicant in writing that he has been disqualified from receiving assistance and is required to reimburse the municipality for any assistance rendered for which he was ineligible and is ineligible from receiving further assistance for ~~up to~~ 120 days and until that reimbursement is made. For the purpose of this section, a "material misrepresentation" is a false statement about an eligibility factor in the absence of which some or all of the assistance would not be or would not have been granted. The notification of disqualification issued by the administrator shall inform the applicant of his right to appeal the administrator's decision to the fair hearing authority within five working days of receipt. Unless modified by the fair hearing authority, the period of ineligibility shall commence on the day following the end of the period covered by the grant of assistance fraudulently received or upon the date of notification of disqualification, whichever is later.

**Sec. 46-98. Basic necessities; maximum levels of assistance.**

- (b) *Maximum levels of assistance for specific basic necessities.* The municipality will grant assistance to eligible applicants for basic necessities according to the maximum levels for specific types of assistance as set forth in the general assistance policy. The administrator, in consultation with the applicant, may apply the amount of the applicant's deficit toward assistance with any one or combination of necessities not to exceed the total deficit. These maximum levels will be strictly adhered to unless the administrator determines that there are exceptional circumstances and an emergency is shown to exist, in which case these absolute levels will be waived in order to meet immediate needs (*Glidden v. Town of Fairfield, et al, CV79-17, Somerset County Superior Court*). In all cases, either the actual expenses the applicant incurs for basic necessities or the maximum amount allowed in each category, whichever is less, will be used in determining need. The applicant's need for common living expenses for food, rent, fuel, etc., will be presumed to be reduced by an amount equal to the other household members'

proportionate fair share of the common living expenses. This presumption may be rebutted by evidence that the other household members had no income with which to pay their share of common expenses. No applicant will be allowed to claim a need for any expense which has been or will be paid by another person, or which has been incurred in another person's name.

- (13) *Other basic necessities.* Expenses falling under this subsection may be granted when they are deemed essential to an applicant's or recipient's health and safety by the general assistance administrator and, in some cases, upon verification by a physician. Assistance will be granted only when these necessities cannot be obtained through the utilization of available resources.

g. *Burial, cremations.*

6. The financial responsibility of certain family members. Spouse, registered domestic partner, gGrandparents, parents, children and grandchildren of the deceased, who live in the state or own property in the state, are financially responsible for the burial or cremation of the deceased to the extent those relatives, individually or as a group, have a financial capacity to pay for the burial or cremation either in lump sum or by means of a budgeted payment arrangement with the funeral home. Accordingly, at the request of the administrator, all legally liable relatives must provide the municipal administrator, with any reasonable requested information regarding their income, assets, and basic living expenses. If any responsible family members refuse to provide the requested information or refuse to allow the municipality to investigate their resources, the municipality will not grant the requested burial or cremation assistance. If the administrator makes a finding that one or more legally liable relatives has a financial capacity to pay for the burial or cremation, the municipality will not grant the requested burial or cremation assistance. Any representative of a financial institution or any employer of a general assistance applicant who, upon receipt of a written release signed by the depositor and a written request from the Administrator, refuses to provide necessary information to the administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal. National banks are also obligated to disclose deposit information to the Administrator upon receipt of a written request and release signed by the depositor. Additionally, when a municipality or its agents are acting in accordance with 22 M.R.S.A. §4313(2) to verify eligibility for funeral or cremation benefits, an officer of a financial institution must disclose the amount deposited upon receipt of a written request from the municipality or its agents and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased.

## ARTICLE VI. RECOVERY OF EXPENSES

### Sec. 46-147. Relatives.

The spouse of an applicant and the parents of any applicant under the age of 25 years are liable for the support of the applicant. In addition, spouse, registered domestic partner, children, grandchildren, parents and grandparents are liable for the burial costs of each other. The municipality considers these relatives to be available resources and liable for the support of their relatives in proportion to their respective ability. The municipality may complain to any court of competent jurisdiction to recover any expenses made on the behalf of a recipient if the relatives fail to fulfill their responsibility.

Note: Additions are underlined; deletions are ~~struck-out~~.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Public Hearing & First Passage regarding amendments to the City's Land Use Code, Business Licensing Ordinance and Fire Prevention & Protection Ordinance pertaining to lodging houses and lodging places.

**INFORMATION:**

In February 2017, the City Council approved a moratorium on lodging houses and in July 2017, extended this moratorium for another six months. The need for the moratorium involved complaints regarding the number of college students living in dwelling units and the adverse impacts created by noise, overcrowding, parking issues and so forth.

The purpose for the moratorium was to allow city staff time to work with the City Attorney to develop language to amend the City Codes regarding lodging houses. Staff has worked to establish a definition of family and family member, refine the definition of lodging house and lodging place and to unify the application of these changes within the various city ordinances that pertain to lodging houses.

Please see the memorandum from City Planner David Hediger for additional information.

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

The City Administrator recommends approval of the requested action.

*EAB/Kmm*

**REQUESTED ACTION:**

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That the proposed amendment to Appendix A, Article II "Definitions", Article IV "Establishment of Districts", Article XI "District Regulations", Article XII "Performance Standards", of the City Zoning and Land Use Code, as well as Sections 22-2 and 22-41 of the Businesses Ordinance and Section 38-26 of the Fire Prevention & Protection Ordinance concerning lodging houses, receive first passage by a roll call vote and that the public hearing on said ordinance amendments be continued to the next regularly scheduled City Council meeting for final passage.



## CITY OF LEWISTON

### Department of Planning & Code Enforcement

**TO: Mayor  
City Council**  
**FROM: David Hediger, City Planner**  
**DATE: September 28, 2017**  
**RE: Lodging House Amendments**

On February 21, 2017, the City Council enacted a moratorium on the issuance of any permits and/or licenses for lodging houses or dwellings with more than three unrelated persons. The reason for the moratorium was to provide the city time to investigate and prepare amendments to various sections of our code with respect to lodging houses. The impetus for the moratorium involved complaints regarding the number of college students living in dwelling units and the adverse impacts created by noise, overcrowding, increased parking demand, etc. On July 8, 2017 the Council voted to extend the moratorium an additional six months to expire on February 9, 2018. There is a concern that city's current provisions may not be protecting the residential character of certain neighborhoods or protecting against unhealthy or unsafe conditions.

With assistance from the city attorney, staff has drafted amendment that will:

- Establish a definition for "family" and "family member". Both provide clarification as to the relationship between occupants in a dwelling unit and the number of unrelated inhabitants allowed in a dwelling unit.
- Clarifies the definition of "lodging house" and "lodging place" in various sections of the Code of Ordinances. The definition specifies a dwelling occupied by more than one family, as defined by the Code to include one person, two or more family members, and up to three additional individuals, is a lodging house.
- Specifies that a dwelling unit is used exclusively for one family. Otherwise, it shall be considered a lodging house.
- Adds provisions for the creation of a Neighborhood Conservation "B" Preservation (NCBP) overlay district. This will be a limited area of the Neighborhood Conservation "B" (NCB) district that will specifically prohibit the operation of lodging houses in an effort to avoid adverse impacts (i.e. noise, overcrowding, increased parking demand, etc.) on the intended residential uses of properties in the area.
- Clarifies the city's adoption of National Fire Protection Association's (NFPA) code shall incorporate the term "family" as defined in Lewiston's Zoning and Land Use Code.
- Make zoning, fire prevention, and city licensing definitions more consistent with one another.
- Make city definitions consistent with the National Fire Protection Association (NFPA) requirements for when a dwelling unit becomes a lodging house unit.

At the City Council workshop on September 26, 2017 concern was expressed in the distinction between the definitions of "family" and "family member". The following language proposed by Councilor Lachance was provided to the city attorney for review:

**Family as it relates to dwelling units** means a household comprising of one person or two or more family members, and may include up to three additional (3) persons who are not family members.

The city attorney has advised not to adopt the proposed language for the following reasons:

- The City has been threatened with litigation because the ordinance does not define the term "family," which appears in numerous places in contexts such as "single family."
- Adding the new undefined term of "household" into the definition of family would add more confusion, make the ordinance more challenging to enforce, and not add clarity.
- Although the City could redefine residential uses in the entire zoning and fire safety codes without using the word family (e.g. changing references to "single-family" to "single-household"), it is more straightforward to define family in a way that includes the possibility that up to a certain number of non-family members may be included.
- Rationale for the definition of family borrows heavily from the 2009 Edition NFPA 101 Life Safety Code and the 2009 Life Safety Handbook. If the council does add the language "as it relates to dwelling units" to the Article II definition of family, it is critical that the definition of family in the life safety code not be narrowed because all references to family in the life safety code are not necessarily in relation to the term dwelling unit. Adding the language "as it relates to dwelling units" does not bring more clarity to the definition of family.

In attempt to address the councilor's concerns and to provide more clarity, the city attorney is comfortable with the following definition:

Family means one person or two or more family members and, for purposes of this Code, may also include up to three (3) additional persons residing with them.

Staff believes the proposed amendments to lodging houses, dwelling units, and the adoption of the Neighborhood Conservation "B" overlay district including: Appendix A, Article II, Section 2, Definitions; Article IV, Section 2, Zoning Districts; Article XI, Section 24. Additional District Regulation Requirements; Article XII, Section 11. In-law apartment standards; Code of Ordinances, Chapter 22 Business, Section 22-2. Definitions; Chapter 22, Section 22-41 Duration of licenses; and, Chapter 38, Fire Prevention and Protection, Section 38-26. Codes Adopted will assist in protecting the residential character of certain neighborhoods and protect against unhealthy or unsafe conditions in dwelling units.

**AN ORDINANCE PERTAINING TO LODGING HOUSES, DWELLING UNITS  
AND THE NEIGHBORHOOD CONSERVATION “B” PRESERVATION  
OVERLAY DISTRICT**

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

**Appendix A – Zoning and Land Use Code**

**Article II. Definitions**

**Sec. 2 Definitions**

*Dwelling* means any building or structure or portion thereof designed or used for residential purposes.

1. *Single-family detached dwelling.* A structure having a length to width ratio of less than four (4) to one (1), and a minimum horizontal dimension at its narrowest point of at least sixteen (16) feet and containing only one (1) dwelling unit ~~for occupation~~ occupied by not more than one (1) family. ~~A family shall include the~~ If a dwelling otherwise meets these criteria, a single-family detached dwelling is deemed to include a dwelling occupied by a group of individuals housed within a "community living arrangement" which is a housing facility for eight (8) or fewer persons with disabilities that is approved, certified or licensed by the State of Maine. A community living arrangement may include a group home, foster home or intermediate care facility. A single-family detached dwelling shall not include mobile homes as defined herein, but shall include any other manufactured housing meeting these criteria.
2. *Single-family attached dwelling.* A building containing single-family dwelling units each with two (2) or more vertical fire separation walls, or one (1) vertical fire separation wall in the case of a dwelling unit at the end of a group of attached units; which have no dwelling units above or below them; and which have no common hallways. If a dwelling otherwise meets these criteria, a single-family detached dwelling is deemed to include a dwelling occupied by a group of individuals housed within a "community living arrangement" which is a housing facility for eight (8) or fewer persons with disabilities that is approved, certified or licensed by the State of Maine. A community living arrangement may include a group home, foster home or intermediate care facility.

*Dwelling unit* means a room or group of rooms, containing at least three hundred (300) square feet of living area, designed and equipped exclusively for use as living quarters for one (1) family including provisions for living, sleeping, cooking, and eating. The term shall not include hotel or motel rooms or suites, ~~rooming house rooms~~ individual lodging house units that do not have kitchen facilities, fraternity rooms, sorority rooms, club or institutional group rooms, or similar accommodations.

Family means one person or two or more family members and, for purposes of this Code, may also include up to three (3) additional persons residing with them.

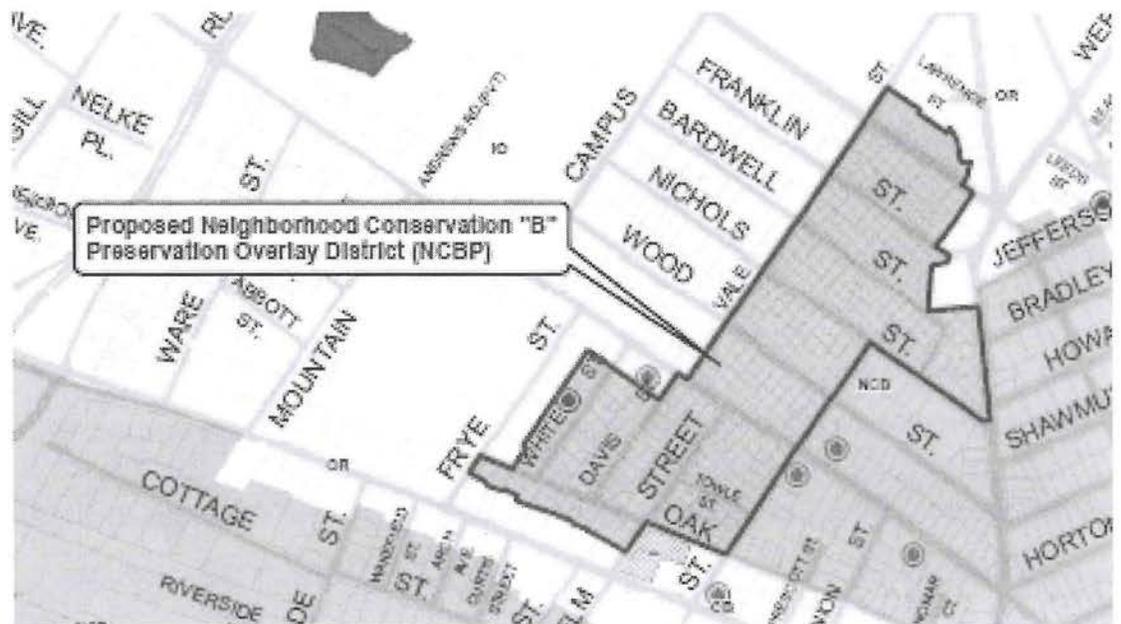
Family members mean persons who are within the following degrees of relationship: a first, second, or third degree relation (parent, child, stepchild, sibling, aunt, uncle, niece, nephew, grandchildren, grandparent, great grandparent or great grandchild); spouse or domestic partner or former spouse or former domestic partner; or, parents of the same child. For purposes of this definition, the term "domestic partners" means two unmarried adults who are domiciled together under long-term arrangements that evidence a commitment to remain responsible indefinitely for each other's welfare.

Lodging house means a dwelling unit occupied by more than one family; or a building or group of attached or detached buildings containing three (3) or more lodging units for occupancy for weekly or longer periods of time, with or without board, for compensation, in which and with or without common kitchen or living facilities may or may not be provided, as distinguished from hotels and tourist homes in which rentals are generally for daily or weekly periods and occupancy is by transients. Lodging units shall not meet the definition of a dwelling unit and for the purposes of computing density and parking requirements; two (2) lodging units shall equal one (1) multi-family dwelling unit. A boarding house shall be considered a type of lodging house. The term "lodging house" shall not include any use that falls within the definition of a bed and breakfast establishment; a dormitory; a hotel, inn or motel; a shelter; or a tourist home.

#### Article IV. Establishment of Districts

##### Section 2. Zoning Districts

###### Neighborhood Conservation "B" Preservation (NCBP) overlay district



#### Article XI. District Regulations

## Section 24. Additional District Regulation Requirements

### 4) Neighborhood Conservation "B" Preservation (NCBP) overlay district

(a) Statement of purpose: The purpose of the neighborhood preservation overlay district is to promote the stability and improvement of older multifamily residential neighborhoods by prohibiting the development of new lodging houses or the replacement, reuse or conversion of existing buildings into lodging houses in areas in which said uses would result in an adverse impact on the intended uses of properties in the area impacting residents' quality of living and the ability of property owners to improve and increase the values of their properties.

(b) Applicability. The standards of the neighborhood preservation overlay district shall apply to all land shown on the "Official Zoning Map, City of Lewiston" as being located within the neighborhood conservation "B" overlay district.

(c) Prohibited uses. Any use permitted by right in the underlying zoning district shall be allowed in the neighborhood preservation overlay district with the exception of lodging houses, which are a prohibited use in the NCB overlay district.

(d) Space and bulk standards. The space and bulk requirements of the underlying zoning district shall apply in the neighborhood conservation "B" overlay district.

## Article XII. Performance Standards

### Sec. 11. In-law apartment standards.

An in-law apartment meeting the following standards shall be considered to be part of a single-family detached dwelling and shall not be considered to be a dwelling unit in terms of the space and bulk standards of article XI. In-law apartments shall be permitted only in those districts where they are allowed uses. Apartments not meeting these requirements shall be considered to be separate dwelling units and shall meet the use and space and bulk requirements of article XI:

(3) The person(s) occupying the in-law apartment must be a ~~first, second, or third degree relation (parent, child, stepchild, sibling, aunt, uncle, niece, nephew, or grandparent)~~ family member of the principal occupant(s) of the single-family home ~~either by blood or by marriage and the~~, and the burden of proof of this relationship shall be on the homeowner.

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

### Code of Ordinances, Chapter 22, Businesses

#### Sec. 22-2. Definitions

~~Innkeeper means anyone who operates a place where the public, for consideration, obtains sleeping accommodations and meals under one roof and which has a public dining room or rooms operated by the same management open and serving food during~~

~~the morning, afternoon and evening, and a kitchen, apart from the public dining rooms, in which food is regularly prepared for the public on the same premises.~~

...

~~*Lodging place Lodginghouse* means a building or group of attached or detached buildings that is permitted by the City under the Code of Ordinances, Appendix A- Zoning and Land Use Code as a bed and breakfast establishment; hotel, inn or motel; lodging house; or tourist home., lodging and/or dwelling units for occupancy for daily, or weekly persons not within the second degree of kindred to the person conducting the lodging house with or without board, in which common kitchen or living facilities may or may not be provided. The term "lodging house" shall not be meant to include the dormitories of charitable, educational or philanthropic institutions or associations, or any house where lodgings are let to less than five lodgers. A boarding house shall be considered a type of lodging house.~~

**Sec. 22-41. Duration of licenses; expiration date.** All licenses, except when otherwise provided, shall be for 12 months' duration and shall expire according to the following schedule:

...

- ~~Innkeepers.....~~ February
- Junk collectors..... November
- ~~Lodging place Lodginghouse operator.....~~ February

...

**Code of Ordinances, Chapter 38, Fire Prevention and Protection**

**Sec. 38-26. Codes Adopted**

(b) Specific Provisions: The City of Lewiston Fire Prevention Code incorporates by reference National Fire Protection Association (NFPA) #101, Life Safety Code, 2009 edition; NFPA #80, Standard for Fire Doors and other Opening Protectives, 2010 edition; and NFPA #220, Standard on Types of Building Construction, 2006 edition. Specific provisions of the Life Safety Code have been excluded to avoid conflict with the Maine Uniform Building and Energy Code, and several provisions have been modified to make the provisions specific to Maine. This section also includes rules governing portable classrooms and indoor and special pyrotechnic events.

8. For this section and the codes adopted herein, the term "family" has the same meaning as the term is defined in the Code of Ordinances, Appendix A- Zoning and Land Use Code, Article II.

**Reason For Proposed Amendments**

On February 21, 2017, the City Council enacted a moratorium on the issuance of any permits and/or licenses for lodging houses or dwellings with more than three unrelated persons. The reason for the moratorium was to provide the city time to investigate and prepare amendments to various sections of our code with respect to lodging houses. The impetus for the moratorium involved complaints regarding the number of college students living in dwelling units and the

adverse impacts created by noise, overcrowding, increased parking demand, etc. On July 8, 2017 the Council voted to extend the moratorium an additional six months to expire on February 9, 2018. There is a concern that city's current provisions may not be protecting the residential character of certain neighborhoods or protecting against unhealthy or unsafe conditions.

The proposed amendments will:

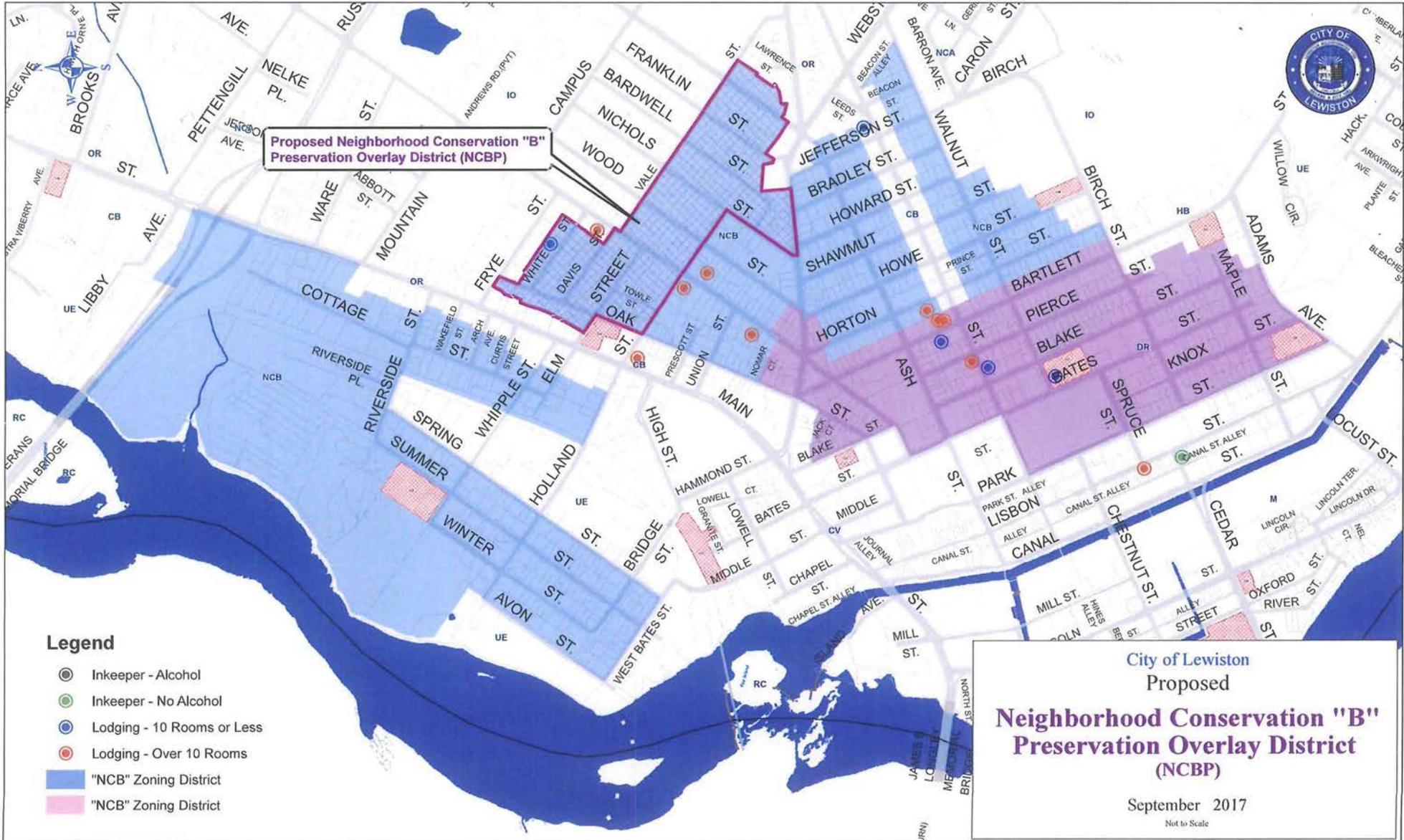
- Establish a definition for "family" and "family member". Both provide clarification as to the relationship between occupants in a dwelling unit and the number of unrelated inhabitants allowed in a dwelling unit.
- Clarifies the definition of "lodging house" and "lodging place" in various sections of the Code of Ordinances. The definition specifies a dwelling occupied by more than one family is a lodging house.
- Specifies that a dwelling unit is used exclusively for one family or otherwise, shall be considered a lodging house.
- Adds provisions for the creation of a Neighborhood Conservation "B" Preservation (NCBP) overlay district. This will be a limited area of the Neighborhood Conservation "B" (NCB) district that will specifically prohibit the operation of lodging houses in effort to avoid adverse impacts (i.e. noise, overcrowding, increased parking demand, etc.) on the intended residential uses of properties in the area.
- Clarifies the city's adoption of National Fire Protection Association's (NFPA) code shall incorporate the term "family" as defined in Lewiston's Zoning and Land Use Code.
- Make zoning, fire prevention, and city licensing definitions more consistent with one another.
- Make city definitions consistent with the National Fire Protection Association (NFPA) requirements for when a dwelling unit becomes a lodging house unit.

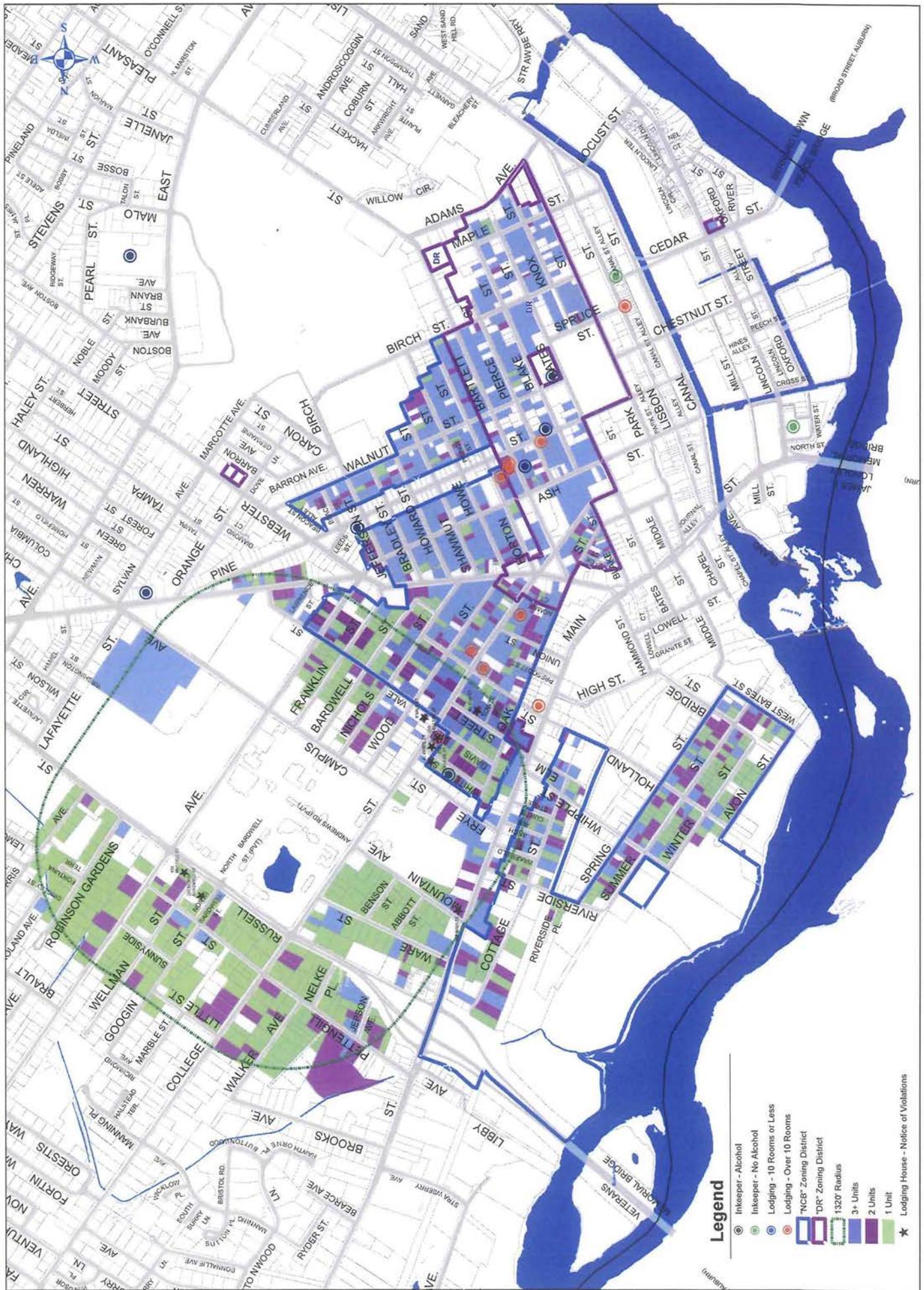
### **Consistency With The Comprehensive Plan**

- Strengthen neighborhoods & expand housing choice. Promote distinct, safe, and vibrant neighborhoods with greater access to a diverse range of affordable and market-rate housing types to meet Lewiston's evolving population (p.116)
- Better Define Lewiston's Neighborhoods: The City could work with residents to clearly identify neighborhood boundaries. . . to help build a renewed sense of community for the residents who reside there (p. 179).
- Infill Growth Sectors are areas that are mostly or fully built-out in the City's historic development pattern but that still have vacant or underutilized land. Additional growth and development in these areas is desirable due to the presence of existing infrastructure. All of these should be rezoned as character-based districts to more easily enable context-appropriate investment in the City center (p. 125.G-5 Infill Growth Sector).
  - Lewiston contains a number of residential neighborhoods, some of which are within walking distance to the downtown core and others that require a short drive to access daily retail needs. There is strong support for protecting and strengthening these neighborhoods that are defined by an interconnected network of residential streets. Allow infill development and redevelopment in established

10/03/2017

residential neighborhoods that are compatible with traditional development patterns and densities (p. 128. Character District 3 Suburban Neighborhood).





# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 10**

**SUBJECT:**

Amendment to the Personnel Policies regarding Distribution of Employee Retirement Health Savings Plan Residual Amounts.

**INFORMATION:** The City offers its employees an opportunity to contribute a portion of their accrued leave to a Retirement Health Savings account. IRS Revenue Ruling 2006-36 states that non-spouse, non-dependent beneficiaries cannot receive reimbursements from Health Reimbursement Arrangements (HRAs) after December 31, 2008. Under the current ICMA-RC Vantage Care Retirement Health Savings Plan, if an employee dies without a spouse or IRS eligible dependent, all remaining employee contributions are forfeit to the City. If an employee passes away, the employee's executor of their estate must submit a Death Certificate to ICMA RC as notification of the employee's passing. The executor of the estate may submit any medical bills accumulated by the employee prior to passing for reimbursement against the account. Once final reimbursements are made, ICMA will look to see if there are any qualified designated survivors on file. If ICMA RC doesn't have anyone on file, they contact the City for survivor information. If no qualified survivor (eligible spouse or dependent beneficiary) is found, then ICMA RC distributes the funds back to the City of Lewiston. Upon receipt of the funds, we recommend that the City agree to make a lump sum distribution to the beneficiary of record for the deceased employee, regardless of the relationship. The beneficiary would be responsible for all taxes and penalties associated with the distribution of the funds. The City will be guided by the last beneficiary form on file. We will not be responsible for out dated, inaccurate or missing information. Beneficiary designations are the sole responsibility of the employee. The attached policy will allow us to implement this approach.

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

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the amendment to the Personnel Policies regarding Distribution of Employee Retirement Health Savings Plan Residual Amounts as recommended by City Administration.

# **RETIREMENT HEALTH SAVINGS (RHS) PLAN – DISTRIBUTION TO BENEFICIARIES**

## **Purpose**

The purpose of this policy is to deal with the distribution of residual RHS funds following the demise of a City employee who does not have a designated beneficiary per current IRS regulations.

## **Background**

IRS Revenue Ruling 2006-36 states that non-spouse, non-dependent beneficiaries cannot receive reimbursements from Health Reimbursement Arrangements (HRAs) after December 31, 2008. Under the City's current ICMA-RC Vantage Care Retirement Health Savings Plan, if an employee dies without a spouse or IRS eligible dependent, all remaining employee contributions are forfeited to the City.

## **Policy**

It is the City's policy, in situations where ICMA RC has no spouse or IRS eligible dependent on file, Resolve, Setting the Public Hearing on the Proposed Lewiston Auburn Consolidation Agreement, to attempt in good faith to ensure that any residual amounts in a deceased employee's Retirement Health Savings Plan is transferred to the beneficiary of record of that employee.

## **Procedure**

In situations where ICMA RC determines that there are no qualified designated survivors on file with them, ICMA RC will contact the City for survivor information. If no qualified survivor (eligible spouse or dependent beneficiary) is found, then ICMA RC will distribute the funds back to the City. Upon receipt of the funds, the City will make a lump sum distribution to the beneficiary of record for the deceased employee, regardless of the relationship. The beneficiary will be responsible for all taxes and penalties associated with the distribution of the funds. Beneficiary designations are the sole responsibility of the employee. The City will recognize the last beneficiary form on file and shall not be responsible for outdated, inaccurate, or missing information.



**COUNCIL RESOLVE**

**Resolve,** Adopting Policy on the Distribution of Employee Retirement Health Savings Plan Residual Amounts

Whereas, the City offers its employees an opportunity to contribute to a Retirement Health Savings Plan; and

Whereas, under IRS rules, amounts remaining in such plans can be disbursed only to spouses and dependent beneficiaries; and

Whereas, if there is no spouse or dependent, the funds are returned to the City; and

Whereas, the City recognizes that employees without spouses or dependent beneficiaries may wish their estates to be left to others; and

Whereas, the City desires to adopt a policy that will allow for distributions to employees' beneficiaries of record;

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

The attached policy on the distribution of Employee Retirement Health Savings Plan Residual Amounts is hereby adopted.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 11**

**SUBJECT:**

Public Hearing on Amendments to the General Assistance Policy for annual authorization of eligibility amounts.

**INFORMATION:**

Each year, the City is required to review, and amend if necessary, the maximum amounts of assistance issued by the City for residents in need. The City Council is required to adjust the maximums allowed for general assistance as well as the maximum amounts allowed for food and housing. These amounts are set by the Department of Housing and Urban Development guidelines and the current Thrifty Food Plan.

The recommended amounts for the City of Lewiston are included in the attached material on the three pages entitled "General Assistance Policy". The State's recommended changes to the eligibility amounts have been incorporated into this document (language for removal is struck out and proposed new language in underlined). As noted in the memorandum from General Assistance Director Sue Charron, the amounts for heating fuel and personal care have not changed. Categories for utilities, housing and overall maximums are recommended for increases. Food has decreased.

**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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That the maximum amounts allowed for general assistance and the maximum amounts allowed for food, housing, personal/household supplies, and utilities in the General Assistance Policy, for persons eligible to receive assistance in accordance with the standards of eligibility, be adopted as presented, in accordance with HUD guidelines and the current Thrifty Food Plan.

(NOTE: Amended items in the attached Policy are underlined, deleted items have ~~strikeouts~~.)



Social Services Department  
Sue Charron  
Social Services Director



## MEMORANDUM

TO: Mayor Macdonald and Members of the City Council

FR: Sue Charron, Social Services Director

RE: G.A. Maximums

DT: October 3, 2017

Enclosed are the General Assistance Maximums — appendices A-F. Appendices E (heating fuel) and F (personal care) have not changed.

Appendices A (overall maximums), C (housing maximums), and D (utilities) have increased. Appendix B (food) has decreased.

The maximums are effective October 1, 2017 through September 30, 2018.

Each year, DHHS requires verification that the municipality has adopted the maximums.

*City Hall • 27 Pine Street • Lewiston, Maine • 04240 • Voice Tel. 207-513-3130 • Fax 207-376-3229  
• TTY/TDD 207 784-5999 • Email: [scharron@ci.lewiston.me.us](mailto:scharron@ci.lewiston.me.us)*

The City of Lewiston does not discriminate against or exclude individuals from its municipal facilities, and/or in the delivery of its programs, activities and services based on an individual person's race, ancestry, color, religion, gender, age, physical or mental disability, veteran status, or limited English speaking ability. For more information about this policy, contact or call Compliance Officer Mike Paradis at (V) 207-513-3140, (TTY) 207-784-5999, or email [mparadis@ci.lewiston.me.us](mailto:mparadis@ci.lewiston.me.us).

## GENERAL ASSISTANCE POLICY

As provided by Chapter 46 of the Code of Ordinances, the City Council hereby establishes the following allowed maximum amounts for food, housing, personal/household supplies, utilities, heating fuel, clothing, burial, cremation, and transportation expenses for persons eligible to receive assistance in accordance with the standards of eligibility.

### *MAXIMUM AMOUNTS*

The total maximums allowed for general assistance, which are 110% of HUD guidelines, (reduced by 10% from 10/01/20167 - 09/30/20178), are:

No. in Household	Weekly	Monthly		
1	134.00	<u>149.00</u>	575.00	<u>641.00</u>
2	158.00	<u>169.00</u>	678.00	<u>726.00</u>
3	199.00	<u>213.00</u>	855.00	<u>915.00</u>
4	253.00	<u>272.00</u>	1,086.00	<u>1169.00</u>
5	289.00	<u>325.00</u>	1,241.00	<u>1397.00</u>
6	306.00	<u>342.00</u>	1,316.00	<u>1472.00</u>

Additional persons in the household will be budgeted at \$75.00 per person per month.

### *FOOD (Effective 10/01/20167– 09/30/20178)*

The maximum amounts allowed for food are:

No. in Household	Weekly	Monthly		
1	45.12	<u>44.65</u>	194.00	<u>192.00</u>
2	83.02	<u>81.86</u>	357.00	<u>352.00</u>
3	118.84	<u>117.21</u>	511.00	<u>504.00</u>
4	150.93	<u>148.84</u>	649.00	<u>640.00</u>
5	179.30	<u>176.74</u>	771.00	<u>760.00</u>
6	215.12	<u>212.33</u>	925.00	<u>913.00</u>
7	237.67	<u>234.65</u>	1022.00	<u>1009.00</u>
8	271.86	<u>268.14</u>	1169.00	<u>1153.00</u>

Additional persons in the household will be budgeted at ~~\$146.00~~ 144.00 per month. The administrator will exceed the above maximums when necessary for households having members with special dietary needs. The administrator may require a doctor's statement.

# GENERAL ASSISTANCE POLICY

## *HOUSING (Effective 10/01/2016 - 09/30/2017)*

The maximum amounts allowed for housing are:

<b>Unheated</b>	<b>Weekly</b>		<b>Monthly</b>	
Efficiency	<del>96.00</del>	<u>112.00</u>	411.00	<u>483.00</u>
1 Bedroom	<del>112.00</del>	<u>125.00</u>	484.00	<u>538.00</u>
2 Bedroom	<del>144.00</del>	<u>165.00</u>	618.00	<u>711.00</u>
3 Bedroom	<del>187.00</del>	<u>208.00</u>	803.00	<u>896.00</u>
4 Bedroom	<del>210.00</del>	<u>249.00</u>	901.00	<u>1071.00</u>

<b>Heated</b>	<b>Weekly</b>		<b>Monthly</b>	
Room	100.00		430.00	
Efficiency	<del>119.00</del>	<u>135.00</u>	512.00	<u>581.00</u>
1 Bedroom	<del>141.00</del>	<u>153.00</u>	608.00	<u>659.00</u>
2 Bedroom	<del>180.00</del>	<u>195.00</u>	772.00	<u>838.00</u>
3 Bedroom	<del>230.00</del>	<u>251.00</u>	991.00	<u>1,079.00</u>
4 Bedroom	<del>263.00</del>	<u>301.00</u>	1,130.00	<u>1,294.00</u>

Housing rates apply to rooms, efficiencies, apartments, shelters and mortgage payments. Room should include everything except kitchen and bathroom facilities. Efficiency should include kitchen and bathroom facilities.

Applicants requesting assistance for housing that contains more bedrooms than are necessary for the number of household members will be provided assistance according to the maximum level for the number of rooms actually needed.

### ***PERSONAL/HOUSEHOLD SUPPLIES***

Expenses for ordinary personal and household supplies will be budgeted and allowed according to the applicant's actual need for these items, up to the maximums below.

<b>No. in Household</b>	<b>Weekly</b>	<b>Monthly</b>
1-2	\$ 10.50	\$ 45.00
3-4	11.60	50.00
5-6	12.80	55.00
7-8	14.00	60.00

Additional persons will be budgeted at \$5.00 per month.

## GENERAL ASSISTANCE POLICY

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 6 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

No. of Children	Weekly	Monthly
1	\$ 12.80	\$ 55.00
2	17.40	75.00
3	23.30	100.00
4	27.90	120.00

### *UTILITIES – ELECTRIC (Effective 10/01/2016– 09/30/2017)*

The maximum amounts allowed for utilities are:

without hot water No. In Household	Weekly	Monthly
1	\$14.00	\$60.00
2	15.70	67.50
3	17.45	75.00
4	<del>19.20</del> <u>19.90</u>	86.00
5	<del>21.00</del> <u>23.10</u>	99.00
6	<del>22.70</del> <u>25.00</u>	107.00

Additional persons will be budgeted at \$7.50 per month

with hot water No. In Household	Weekly	Monthly
1	<del>\$20.00</del> <u>20.65</u>	<del>\$86.00</del> <u>89.00</u>
2	23.75	102.00
3	27.70	119.00
4	32.25	139.00
5	<del>37.30</del> <u>38.75</u>	<del>160.00</del> <u>167.00</u>
6	41.00	176.00

Additional persons will be budgeted at \$10.00 per month

# GENERAL ASSISTANCE POLICY

## ***HEATING FUEL***

The maximum amounts allowed for heating fuel are:

<b>Month</b>	<b>Gallons</b>
September	50
October	100
November	200
December	200
January	225
February	225
March	125
April	125
May	50

## ***CLOTHING***

Clothing will be budgeted at \$20.00 per person per month when the general assistance administrator finds it necessary to authorize clothing.

## ***BURIAL***

The maximum amount of general assistance granted for the purposes of burial is \$1,000.00, with additional payments, where there is an actual cost, for the wholesale cost of a liner if the cemetery bylaws require one, the opening and closing of the gravesite, and a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally-owned cemetery or in a cemetery under municipal control, or in a cemetery that donates the lots to the city, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

## ***CREMATION***

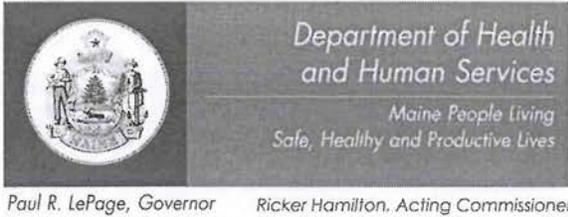
The maximum amount of assistance granted for a cremation shall be \$785.00, with additional payments where there is an actual cost, for the wholesale cost of a liner if the cemetery bylaws require one, and a cremation lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally-owned cemetery or in a cemetery under municipal control, or in a cemetery that donates the lots to the city, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

## ***TRANSPORTATION 2009-2013***

This municipality adopts the State of Maine travel expenses reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 44 cents per mile.

## ***PENALTY - Confidentiality of information***

A civil penalty of not less than \$30.00 nor more than \$100.00. Note: This penalty is outlined in the City Code of Ordinances Chapter 46 General Assistance, Article I In General.



Department of Health and Human Services  
Commissioner's Office  
221 State Street  
11 State House Station  
Augusta, Maine 04333-0011  
Tel.: (207) 287-3707; Fax: (207) 287-3005  
TTY Users: Dial 711 (Maine Relay)

TO: Municipal Officials/Welfare Directors/General Assistance Administrators  
FROM: Ian Miller, General Assistance Program Manager  
RE: 2017 – 2018 General Assistance Ordinance Maximums  
DATE: 8-21-2017

Enclosed please find the following items:

- MMA's new (October 1, 2017–September 30, 2018) **“General Assistance Ordinance Appendix”** (A - D).
- **“GA Maximums Summary Sheet”** which consolidates GA maximums into one document. Municipalities do have to insert individual locality maximums from Appendix A and C in the summary sheet where indicated in order to complete the information. The “summary” does not have to be adopted, as it is not an Appendix but a tool for municipal officials administering GA.
- **“GA Maximums Adoption Form”** which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. *(see “Filing of GA Ordinance and/or Appendices” below for further information).*

### Appendix A - D

The enclosed Appendices A - D have been revised for your municipality's General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – D. Even if you have already adopted MMA's model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices yearly.**

### **The Adoption Process**

The **municipal officers (i.e., selectpersons/council)** adopt the local **General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices ***after notice and hearing***. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

### **Filing of GA Ordinance and/or Appendices**

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *(For a copy of the GA model ordinance, please call MMA's Publication Department, or visit their web site [www.memun.org](http://www.memun.org)).* In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

Order Authorizing an Extension of the Purchase and Sale Agreement for 159-177 Lisbon Street between the City of Lewiston and Szanton Monks Properties, LLC.

**INFORMATION:**

In June 2016, the City of Lewiston entered into a Joint Development Agreement with the Hartley Block, LP for the construction of 41 affordable one, two, and three bedroom housing units, 22 market rate units, and approximately 4,000 square feet of retail/commercial space to be constructed on Lisbon Street. The agreement included the City selling 159 Lisbon Street to the developer with a closing date of September 30, 2017. After approval of the agreement, there was a significant drop in the rates being paid for Low Income Housing Tax Credits which resulted in an approximately \$870,000 shortfall in financing for the project. Dealing with this shortfall required further discussions with all entities involved in the project, including the City, MaineHousing, and the tax credit syndicator. The time required to close the shortfall in funding has delayed the process beyond the original closing date.

At this time, the project design work is in the final stages, the project has been put out to bid, and the developer hopes to begin construction either this fall or next spring. Given this schedule, a request has been made to extend the closing date to March 31, 2018. See the attached memo from Linc Jeffers for additional information.

**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 approve the Order Authorizing an Extension of the Purchase and Sale Agreement for 159-177 Lisbon Street between the City of Lewiston and Szanton Monks Properties, LLC.



COUNCIL ORDER

**Order,** Authorizing an extension of the Purchase and Sale Agreement for 159 Lisbon Street Between the City of Lewiston and Szanton Monks Properties, LLC.

Whereas, in June 2016, the City of Lewiston entered into a Joint Development Agreement with the Hartley Block, LP for the construction of 41 affordable one, two, and three bedroom housing units, 22 market rate units, and approximately 4,000 square feet of retail/commercial space to be constructed on Lisbon Street; and

Whereas, in support of that agreement the City agreed to sell 159 Lisbon Street to Szanton Monks Properties, LLC with a closing date of September 30, 2017; and

Whereas, after approval of the those agreements there was a significant drop in the rates being paid for Low Income Housing Tax Credits which resulted in an approximately \$870,000 shortfall in financing for the project; and

Whereas, over the course of several months the developer, tax credit syndicator, Maine Housing and the City of Lewiston worked to address this shortfall in funding to allow the project to move forward; and

Whereas, the design work is in the final stages and the project has been put out to bid; and

Whereas, the additional time needed to close the shortfall in funding has pushed the time frame to close on the purchase of 159 Lisbon beyond the original closing date

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

The City Administrator is authorized to execute the attached *Amendment to Purchase and Sale Agreement* that extends the closing date to March 31, 2018, or an earlier date if mutually agreed by both parties.

## Amendment to Purchase and Sale Agreement

Whereas, the City of Lewiston, Maine (“Seller”) and Szanton Monks Properties, LLC (“Buyer”), are parties to a Purchase and Sale Agreement, with an effective date of May 2, 2016 and relating to real estate located at 159 Lisbon Street, Lewiston, Maine (the “Agreement”);

Whereas, for good and valuable consideration, exchange of which is hereby acknowledged, the parties wish to extend the date for closing;

Now, therefore, the parties agree as follows:

1. The date set for closing is hereby extended to March 31, 2018, or such earlier date noticed to Seller by Buyer in accordance with the provisions of the Agreement.
2. Notwithstanding any conflicting provisions of the Agreement, the parties acknowledge that all other terms and conditions of the Agreement have at all times remained and shall remain in full force and effect.

Seller:

Buyer:

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

Its:

Date:

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

Its:

Date:

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** **Extension of Purchase Agreement for 159 Lisbon Street**  
**Date:** September 28, 2017

On April 19, 2016, the City Council approved the sale of 159 Lisbon Street to Szanton Monks Properties LLC for \$152,140. The closing date for the real estate was initially set for September 30, 2017.

Szanton Monks sought site control of the City parcels and two abutting parcels to apply for Low Income Housing Tax Credits (LIHTC) that would be a primary funding source for the construction of a 63 unit mixed income housing project that would have approximately 4,000 s.f. of retail space at street level. Twenty-two of the apartments would be market rate housing. The project is to be called the Hartley Block.

Because of changes made by Maine Housing after the original sale agreement as to how LIHTC applications would be scored, and wishing to be supportive of the project, the City Council approved a reduction in the sale price to \$135,000 on June 21, 2016.

The Hartley Block was awarded LIHTC in early 2017, but, because of a significant drop in the rates buyers were paying for LIHTC, an approximate \$870,000 gap was created in financing for the project. The Developer, City, tax credit syndicator, MaineHousing and Tom Platz, owner of adjacent parcels to be purchased, worked collaboratively to reduce the funding shortfall. However, the drop in rates for tax credits created uncertainty about the project and addressing the short fall took time, which resulted in delays in civil and architectural design work as well as other elements of the project.

The Szanton Company has been pressing forward to get the project under construction. They hope to get in the ground this fall, but if all does not go as planned, construction may be delayed until the spring. Attached is an *Amendment to Purchase and Sale Agreement* that extends the closing date to March 31, 2018.

Szanton has worked diligently to bring this project to fruition. With the funding gap closed, design work has proceeded with due haste. Approval of the contract is recommended.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 13**

**SUBJECT:**

Resolve authorizing the Transfer of \$60,000 from the 2018 Lewiston High School Parking Lot Expansion Project to the Lewiston High School Visual and Performing Arts Center Concept Plan Project.

**INFORMATION:**

The School Committee, the School Department's Facilities Committee, and an ad hoc committee established to evaluate the visual and performing arts spaces at the high school have all concluded that they are seriously inadequate to meet the needs of these programs and the students they serve. The School Committee is recommending that \$60,000 be transferred from the Lewiston High School parking lot expansion program, which has been delayed and will not be completed this year, to fund a concept plan for new visual and performing arts spaces. Please see the attached memorandum from the School Superintendent.

This proposal has been reviewed by the City Council in a recent workshop, where it appeared to be well received. The attached order will authorize the requested transfer of funds.

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

The City Administrator recommends approval of the requested action.

*EATSKMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve authorizing the Transfer of \$60,000 from the 2018 Lewiston High School Parking Lot Expansion Project to the Lewiston High School Visual and Performing Arts Center Concept Plan Project.



City of Lewiston Maine  
City Council Order  
October 3, 2017



**RESOLVE,** Authorizing the Transfer of \$60,000 from the 2018 Lewiston High School Parking Lot Expansion Project to the Lewiston High School Visual and Performing Arts Center Concept Plan Project.

**WHEREAS,** the City Council has authorized \$240,000 for the 2018 Lewiston High School Parking Lot Expansion Project; and

**WHEREAS,** the School Department was not able to complete the parking expansion project during the 2017-2018 construction season; and

**WHEREAS,** the School Department's Facilities Committee and School Committee created an ad hoc group to assess and make recommendations to enhance the visual and performing art programs and facilities at the high school; and

**WHEREAS,** a past concept plan sited a performing arts center on or near the parking lot identified in the 2018 LCIP; and

**WHEREAS,** the ad hoc group and the School Committee have determined that the existing visual and performing arts spaces at the high school are seriously inadequate to meeting the needs of these programs and the students who participate in them; and

**WHEREAS,** it's prudent not to resurface and expand the parking lot then excavate it to potentially construct a performing arts center;

**NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON,** that the transfer of \$60,000 from the 2018 Lewiston High School Parking Lot Expansion Project to the Lewiston High School Visual and Performing Arts Center Concept Plan Project is hereby approved.

September 15, 2017

To: City Administrator and City Councilors

From: Bill Webster, Superintendent

Re: More Information on Concept Plan Request

Last winter and spring the School Committee and City Council approved an LCIP request for \$240,000 to expand parking at Lewiston High School. For better or worse, we did not finalize the details or put the project out to bid in order to have the expansion completed this summer. In the meantime, both our Facilities Committee and School Committee were in support of the establishment of a new ad hoc group called the Visual and Performing Arts Committee with the following charge: *To catalog, assess and recommend enhancements to our visual and performing arts program and facilities.*

The Visual and Performing Arts Committee was formed and met on August 31<sup>st</sup>. There are 17 members on the Committee, representing a nice cross section of our community. The Committee identified the planned parking lot expansion as a possible site for a possible visual and performing arts expansion of Lewiston High School. Rather than expand the parking lot now and then conceivably need to tear it up in the future for the arts facility, the Committee recommended and our Facilities Committee and School Committee supported using some of the LCIP funds to develop a plan, which would address both the parking and arts center.

At Monday's School Committee meeting, the following motion was made by Ben Martin, seconded by Kristen Cloutier, and unanimously adopted:

**To support the repurposing of up to \$60,000 of the \$240,000 paving LCIP to the development of a concept plan for parking and a visual and performing arts center at Lewiston High School, to direct the superintendent to seek necessary City Council approval of this action and, if approved, to solicit proposals from qualified architects.**

Please know that the intent is still to use the remaining LCIP funds to address the parking situation, but to do so in a way that will not conflict with the possible future arts center. The original \$240,000 was just an estimate, and we would expect to learn by next spring whether or not additional funding here will be required.

As to the arts center, the concept plan will include the development of a budget. Conceivably, we might be looking at a \$10-15 million project, but that is my estimate, not that of an architect. We might ask the architect to develop a second lower cost or two-phase option. Funding might well come from a combination of private and public sources, and we have already met with one potential large donor. Even with a concept plan, however, there is recognition that there is no guarantee that Lewiston taxpayers or the City Council would support moving forward to construction.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 14**

**SUBJECT:**

Order Authorizing the Sale of 188 Lincoln Street to LWS Development, LLC and Wilbur & Company.

**INFORMATION:**

During the process of preparing for the demolition of a former fire station on Lincoln Street, the city was approached by a number of parties expressing interest in redeveloping the property. After discussion and review of this potential interest, the City Council indicated its interest in pursuing a proposal from LWS Development, LLC and Wilbur & Company that may result in redevelopment of the building into two market rate apartments on the upper floor and a restaurant leasing redeveloped space at street level. Staff has continued discussions with the potential developers and negotiated a purchase and sale agreement, the details of which are summarized on the attached memo from Linc Jeffers.

The Planning Board has also reviewed this potential property disposition and has voted 5-2 in favor.

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

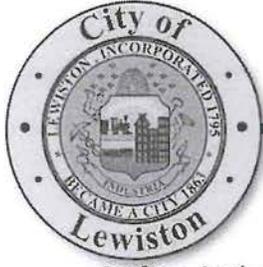
The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order Authorizing the Sale of 188 Lincoln Street to LWS Development, LLC and Wilbur & Company.



**COUNCIL ORDER**

**Order,** Authorizing the Sale of 188 Lincoln Street to LWS Development, LLC and Wilbur & Company.

Whereas, Lewiston constructed a fire station at 188 Lincoln Street in 1964; and

Whereas, the fire department stopped using the structure as a substation in 1996; and

Whereas, since that time the building was intermittently used for seasonal storage of equipment and as a base of operations the Maine Violent Crimes Task Force; and

Whereas, the roof began leaking approximately five years ago, and since that time the building has not been used for municipal purposes; and

Whereas, the leak has caused the interior of the building to deteriorate resulting in moldy carpets, drywall, and collapsed ceiling tiles; and

Whereas, a bid was awarded this past spring for demolition of the structure; and

Whereas, public awareness of the impending demolition sparked private sector development interest in the building; and

Whereas, city staff, with guidance by the City Council has negotiated a Purchase and Sale Agreement with LWS Development, LLC and Wilbur & Company, that may result in redevelopment of the building into two market rate apartments on the upper floor and a restaurant leasing redeveloped space at street level; and

Whereas, the property will be conveyed for \$1 upon satisfactory evidence provided to and approved by the City as to the construction and financial viability of the project, restaurant tenant commitment for the street level space, and financing for the project; as is further detailed in the Purchase and Sale Agreement; and

Whereas, the Lewiston Planning Board voted 5-2 to send a favorable recommendation to the City Council regarding the disposition of 188 Lincoln Street

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

The City Administrator is authorized to execute the attached *Agreement for the Purchase and Sale of Real Estate* for 188 Lincoln Street

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

\_\_\_\_ AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between City of Lewiston, Maine 04240 ("Seller") and LWS Development LLC of P.O. Box 7589, Portland, Maine 04102 and its assigns and Wilbur & Company of 89 West Street, Portland, ME 04102 ("Buyer").

WITNESSETH AS FOLLOWS:

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth certain real estate with buildings thereon located at **188 Lincoln Street, Lewiston, Maine**, all as more particularly described in the attached Exhibit A (hereinafter the "Premises").

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of **One Dollar (\$1.00)**. The purchase price shall be paid to Seller at closing in immediately available funds by certified check or checks or by wire transfer in accordance with wiring instructions provided by Seller.

3. TITLE. Seller shall convey the Premises at the closing to Buyer by Warranty Deed, free and clear of all title defects, liens and encumbrances. Seller shall convey all leases, rentals and related income by proper assignment thereof. Buyer shall have ninety (90) days from the date of this Agreement in which to give Seller written notice of any alleged title defects in the Premises and any unacceptable liens, easements or encumbrances affecting the Premises. Seller shall, in good faith, undertake to clear any alleged title defects, unacceptable liens, easements and encumbrances identified by Buyer. In the event that Seller is unable to cure any such title defects within thirty (30) days after written notice from Buyer, then this contract may be terminated by Buyer by giving Seller written notice within ten (10) days of the expiration of the thirty (30) day cure period referenced above and neither party shall have any further obligation hereunder.

4. CLOSING. The closing shall take place at a mutually convenient place and time thirty (30) days following the expiration of the original or extended Due Diligence Period or, if the Buyer provides 30 days notice to Seller, an earlier closing shall take place. At the closing, Seller shall execute and deliver to Buyer, against payment of the purchase price, a Warranty Deed to the Premises in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq., (the "Deed") together with assignments of all leases, deposits, and rentals.

Seller further agrees to execute and deliver to Buyer at the closing the following documents: (i) a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations); (ii) a title insurance "Seller's Affidavit" regarding mechanics liens and persons in possession; (iii) an affidavit regarding underground storage tanks (as required by Maine Law).

5. RISK OF LOSS, DAMAGE AND INSURANCE.

(a) All risk of loss to the Premises prior to the closing shall be borne by Seller, except and unless the loss was caused by Buyer. Seller shall keep the Premises insured against fire and other extended coverage risks until the closing. Seller shall secure the premises, including boarding up of any broken windows or doors.

(b) In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or substantially damaged, Buyer may either (i) terminate this Agreement (ii) accept the insurance proceeds payable by reason of such damage or destruction if any and close this transaction notwithstanding the same.

6. INSPECTION/DELIVERY OF INFORMATION. Buyer may enter on to the Premises at reasonable times prior to the closing in order to inspect the Premises, conduct surveys, engineering studies and test borings and to do such things as are reasonably necessary with respect to its due diligence and acquisition of the Premises. Buyer agrees to provide copies of all surveys, studies, and inspections to Seller and not to disclose the results thereof to any third party except to prospective lenders and except as may be required by applicable law. Buyer agrees to and does hereby indemnify and hold harmless Seller against any loss, cost, damage, claims, or expense which may arise from its or its agents', employees' or contractors' activities at the Premises.

The Seller shall take reasonable efforts within fourteen (14) days of the effective date of this Agreement to deliver to Buyer any and all information it has concerning the Premises, including but not limited to surveys, environmental reports, proposed development plans, title reports and policies, historic photographs and any historic district survey information, tax bills, notices and letters received within the last five (5) years from every city, state, or federal department or agency and any abutter or neighbor.

7. POSSESSION OF THE PREMISES. The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity and free and clear of all debris, items, or other personal property that is not a part of the structure of the building.

8. REPRESENTATIONS OF SELLER. Seller represents to Buyer the following:

(a) Seller has not received any notices of any violation at the Premises of any applicable laws, ordinances, or environmental regulations.

(b) All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.

(c) Buyer acknowledges that except as specifically set forth in this paragraph, Seller makes and has made no covenant, representation, or warranty as to the suitability of the Premises for any purpose whatsoever or as to the physical condition of the Premises. Seller is not aware of any environmental contamination of the Premises other than mold resulting from the leaky roof, and the possibility of asbestos in floor tiles, roofing materials or other construction materials .

9. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller's sole remedy shall be its right to terminate this Agreement. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer shall have the right to specifically enforce the provisions of this Agreement. Neither party shall be entitled to receive monetary damages beyond documented out of pocket expenses in connection with the transaction.

10. CONDITIONS PRECEDENT TO CLOSING.

(a) The obligation of Buyer to close is subject to the satisfaction of all of the following conditions. Buyer shall be deemed to have waived these conditions if it fails to provide notice that one or more condition is not satisfied within the due diligence period described below:

Buyer shall obtain confirmation satisfactory to Buyer that the Premises will accommodate physically and financially its proposed development and that there are no environmental concerns. Title to the Premises is free and clear of all title defects, liens, and encumbrances.

(b) The obligation of Seller to close is subject to the satisfaction at or before the closing of the following conditions: (i) Buyer shall provide construction drawings containing a sufficient level of detail to permit the Seller to form a judgment as to the feasibility of the project; (ii) Buyer shall provide written commitments from a creditworthy restaurant tenant or other tenant acceptable to the Seller with respect to the commercial space contained within the project; (iii) Buyer will provide written evidence of project financing reasonably acceptable to the Seller.

11. SELLER AGREEMENTS.

(a) Seller agrees to sign a 5 year lease with Buyer at the closing allowing Buyer and its tenants the right to lease up to 5 parking spaces in the Cedar & Lincoln Street Lot owned and or controlled by the City adjacent to the Premises for twenty dollars (\$20.00) per month per space with said lease having 3 five year options to renew at then current open air market rates. Seller shall also designate 25 spaces in the adjacent Cedar & Lincoln Street Lot as hourly metered parking which will provide parking for the general public, including patrons of the premises. Should the existing Cedar & Lincoln Street Lot be replaced by a parking garage, Seller shall provide up to 5 spaces in the parking garage to the Premises at then current market rates. To the extent feasible considering the development needs surrounding the construction of any such parking garage, the City shall provide hourly parking spaces open to the general public among the spaces contained in any such garage. Seller agrees to sign at closing an easement and access agreement in recordable form allowing Buyer

and its tenants access through the Cedar & Lincoln Street Lot to access the rear of the 188 Lincoln Street lot for the purpose of commercial loading / unloading at the rear of the building and to access any onsite parking spaces provided on the 188 Lincoln Street site.

(b) Seller agrees to sign at closing a temporary construction easement concerning the Cedar & Lincoln Street Lot allowing Buyer to use space for lay down storage, staging, and construction trailers.

(c) Seller agrees to work with Buyer to provide facade grant funds to assist with the rehabilitation of the 188 Lincoln Street building.

(d) Seller agrees to conduct its building code review using the International Existing Building Code, to ensure that life safety concerns are addressed while enabling a flexible approach to building re-use.

12. DUE DILIGENCE PERIOD. Buyer shall have ninety (90) days (the “Due Diligence Period”) from the effective date of this Agreement to satisfy Condition 10(a) above. In the event that any condition is not satisfied by such date, then Buyer may notify Seller in writing and this contract may be terminated by Buyer, in which event neither party shall have any further obligations hereunder. In the event that Buyer does not so notify Seller within said time period or extend the Due Diligence Period in accordance with this section, then Buyer shall be deemed to have waived its right to terminate this Agreement.

Buyer shall have the right to extend the Due Diligence Period by three (3) additional thirty (30) day periods provided Buyer gives notice to Seller evidencing its progress with its due diligence work ( Buyer to provide to seller progress report on environmental, geotechnical, construction plans and cost costs and tenant interest) and of its intent to extend prior to the expiration of the original or extended Due Diligence Period.

13. BROKERAGE. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction.

14. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

(a) Real estate taxes, assessments, rentals, common area maintenance charges, and utilities shall be prorated as of the closing.

(a) Buyer shall be responsible for its share of the Maine real estate transfer tax. Seller is exempt from the obligation to pay such tax.

(c) The recording fee for the deed of conveyance will be paid by Buyer.

(d) A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.

15. GENERAL PROVISIONS. This instrument may be executed in multiple originals and is to be construed under the laws of Maine. Other than to an entity formed by the Buyers this Agreement may only be assigned with the prior written consent of the other party. The use of the masculine gender shall include the feminine and neuter where appropriate. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. Time is of the essence of this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective heirs, successors and assigns, and may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of mailing if mailed by first class mail. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER:                    Ed Barrett,  
   City of Lewiston  
   27 Pine Street  
   Lewiston, ME 04240

TO BUYER:                    LWS Development LLC  
   Paul Peck  
   P.O. Box 7589  
   Portland, ME 04112

   Wilbur & Company  
   Kara Wilbur  
   89 West Street  
   Portland, ME 04102

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof. This Agreement sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Agreement.

16. EFFECTIVE DATE OF AGREEMENT. The Effective Date of this Agreement shall be the date last signed below by the Buyer or Seller. Buyer's offer to purchase the Premises

under the terms as set forth in this Agreement shall be deemed withdrawn unless both Seller executes the Agreement within three (3) days of the date signed by Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

WITNESS:

\_\_\_\_\_

SELLER

\_\_\_\_\_ Date: \_\_\_\_\_

By:

Its:

BUYER

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

By:

Its:

BUYER

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

By:

Its:

ESCROW AGENT

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE OF EXHIBITS**  
Exhibit A – Legal Description

# Economic and Community Development

Lincoln Jeffers

Director

Lewiston



2007



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE: Disposition of 188 Lincoln Street**  
**Date:** September 26, 2017

The former Lincoln Street Fire Station is located at 188 Lincoln Street. It is an 8,220 s.f. building that was built in 1964. It has a basement that was used for training and equipment storage, a garage and former kitchen at street level, and a second floor that was used as bunk space for fire fighters. It has not been used by the fire department since 1996.

Since 2000, it has intermittently been used for seasonal storage of public works equipment and was used briefly as a base of operations for the Police Departments Violent Crimes Task Force. Approximately 5 years ago, the roof began leaking resulting in deterioration of the interior, with drop ceiling roof panels collapsing, soaked carpets, and mold spreading through interior partition walls. With marginal municipal use of the structure the decision was made to not invest in repair of the roof in that the site is part of a parcel the city may build a parking garage on in the future.

A contract was awarded earlier this year to demolish the building in the amount of \$29,991 and for asbestos abatement in the amount of \$3,880. The abatement work was completed, but when the contractor who was awarded the demolition bid painted their name on the side of the building and "demo," it generated four inquiries from parties interested in redeveloping the building.

After either touring the building or discussing the current condition of the building with city staff, two parties chose to not submit a redevelopment proposal. The other two inquiring parties submitted redevelopment proposals which the city council reviewed in Executive Session. The preferred proposal was from LWS Development, which plans to renovate the building and develop commercial lease space for a restaurant at street level and to develop two market rate apartments on the second floor. Staff was given direction to negotiate an agreement acceptable to the city with LWS Development.

Attached is a Purchase and Sale Agreement for the property which outlines the responsibilities of the developer and City, as well as the time frame for their proposal. Following is a summary of the agreement:

1. The building will be conveyed for \$1
2. LWS has a 90 day due diligence period to inspect title, do environmental assessments, develop construction plans, and seek tenants and financing.
3. The City is not required to convey the property until LWS provides evidence of tenant commitment, financing, and construction drawings showing the viability of the project that are acceptable to the city.
4. The developer may request, subject to city council approval based on acceptable progress on development plans for the building, up to three 30 day extensions of the due diligence period.
5. The city agrees to lease five monthly parking spaces to the Developer or their assigns in the Cedar and Lincoln Street surface parking lot for a period of five years with 3 five year renewal options and to provide 25 spaces of hourly metered parking in the same lot. If a parking garage is built on the lot, the city agrees to provide the monthly spaces in the garage at market rates and to provide hourly parking in the garage for patrons of the restaurant.
6. The city agrees to allow the Cedar/Lincoln Street lot to be used as a laydown yard during construction.
7. The city agrees to allow 188 Lincoln Street to be eligible for the developer to apply for funding from Lewiston's Façade Program.

The building is currently assessed at \$195,280, but it should be noted, the property has not generated any taxes since at least 1964. Long term plans for the land abutting 188 Lincoln Street include possible development of a parking garage. The developer is aware of and accepting of that possibility.

The Lewiston Planning Board voted 5 -2 to send a favorable recommendation to the City Council regarding this disposition. Please see Dave Hediger's memo for details on the Planning Board discussion.

City staff is in favor of the developer's proposal for 188 Lincoln Street. It will bring new investment to the area, generate new taxes, and be a positive step in the transformation of Lincoln Street into a mixed used area of the city that will attract residents and visitors. It will remove blight and expand the supply of market rate housing in the downtown. If the project goes forward, it will also save the city approximately \$30,000 in demolition costs.



## CITY OF LEWISTON

### Department of Planning & Code Enforcement

**TO: Mayor and City Council**  
**FROM: David Hediger, City Planner**  
**DATE: September 28, 2017**  
**RE: Planning Board action on disposition of 188 Lincoln Street**

The Planning Board took the following action at their meeting held on September 25, 2017:

**MOTION:** by **Normand Anctil** pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the disposition of city owned property at 188 Lincoln Street.

Second by **Pauline Gudas**.

**VOTED: 5-2 (Passed. Bruce Damon and Michael Marcotte opposed)**

Note: The opposing votes were cast due to a number of concerns, including: selling the property for well less than the assessed value; not recouping the abatement costs already spent by the city; potential increased cost of constructing a parking garage around this property; that property should be land banked to allow the city to properly site a parking garage; that the long term planning for this site as referenced in the Riverfront Master Plan calls for future development of a parking garage; and, the future value of a parking garage and redevelopment associated with its use (i.e. Mill #5, Hill Mill, Continental Mill) out weight the value in return expected from this site.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 3, 2017

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 15

**SUBJECT:**

Request from the Farwell School PTA for a waiver of the \$50 food license fee for their Annual Pumpkin Festival.

**INFORMATION:**

Representatives of the Farwell School PTA are requesting a waiver from the City Council for the Food Service License regarding their Pumpkin Festival fundraiser to be held at the school on October 15. The estimated amount of the license fee is \$50.

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

This is a policy decision of the City Council.

*EATB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To review the request submitted by the representatives of the Farwell School PTA for a waiver of the food service license fee for their Annual Pumpkin Festival and to determine a course of action.

## Farwell Elementary School



*everychild.onevoice.®*

84-110 Farwell St.  
Lewiston ME 04240  
(207) 795-4110  
farwellpta@gmail.com

September 25, 2017

RE: 48<sup>th</sup> Annual Farwell School Pumpkin Festival, Food License Fee Waiver

Dear City Council Members,

The 48<sup>th</sup> Annual Farwell School Pumpkin Festival, scheduled for October 15, 2017, is the largest fundraiser each year for the Farwell School PTA. We are a 501(c)3 non-profit organization. All of the money raised from this event is spent to support our teachers and students in many different ways, from teacher grants to classroom supplies not covered in the school budget, to student enrichment activities, and more.

We are kindly asking you to waive the \$50 food license fee for our concessions at the Pumpkin Festival. The Farwell School kitchen is already a licensed kitchen, and on the day of the festival is run by Jackie Lynch, who is employed by Lewiston Public Schools, working in the Farwell kitchen. She is trained in safe food handling practices and oversees all food preparation, as well as all kitchen volunteers.

Thank you for your consideration.

Sincerely,

Farwell School PTA  
Heather Benson, President & Pumpkin Festival Committee Chair  
Jackie Lynch, Secretary & Pumpkin Festival Concessions Chair

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 12 2012

FARWELL SCHOOL PTA  
84-110 FARWELL ST  
LEWISTON, ME 04240

Employer Identification Number:  
57-1197348  
DLN:  
17053005314042  
Contact Person:  
ANGELA M BENDER ID# 31162  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
509(a) (2)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
August 15, 2010  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c) (3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c) (3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c) (3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 3, 2017**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 16**

**SUBJECT:**

Resolve, Setting the Public Hearing on the Proposed Lewiston Auburn Consolidation Agreement.

**INFORMATION:**

Under state law, the municipal officers of both Lewiston and Auburn are required to notify the voters of each city of the time and place of a public hearing on the proposed consolidation agreement submitted by the Joint Charter Commission. The City Council scheduled such a hearing for Thursday, September 21, 2017. That hearing was held. However, a quorum of the municipal officers was not present at the hearing. The City Attorney has reviewed the situation and has concluded that it is likely that the requirements of state law have been met since the statute does not require that a quorum of the municipal officers be present. However, it is possible that the lack of a quorum might provide a basis for a legal review in the future should the consolidation measure be approved in both communities. From an abundance of caution, a new public hearing could be held and we would recommend that it be held at the regular City Council meeting of October 17, 2017. At that time, we plan to introduce the comments made at the initial hearing into the public record. The recording of that meeting can be viewed at Great Falls TV at <http://www.greatfallstv.net/webstream.htm>.

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

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve, Setting the Public Hearing on the Proposed Lewiston Auburn Consolidation Agreement.



COUNCIL RESOLVE

**Resolve,** Setting October 17, 2017 at 7 p.m. at the City Council Chambers in Lewiston City Hall as the Date and Time for a Public Hearing on the Proposed Lewiston Auburn Consolidation Agreement.

Whereas, the Lewiston Auburn Joint Charter Commission has submitted its consolidation report and associated materials to both Cities; and

Whereas, the state statute governing municipal consolidation requires that each community separately schedule and hold a public hearing on the consolidation report; and

Whereas, such public hearing was scheduled and held on September 21, 2017 at which time comments were heard from the public; and

Whereas, a quorum of the municipal officers was not present at that time; and

Whereas, while it appears that the September 21<sup>st</sup> hearing may have met the requirements of state statute, it is possible that legal issues may be raised claiming that the absence of a quorum means that the requirement was not met; and

Whereas, it may, therefore, be appropriate that a second hearing be held to ensure no future legal questions arise; and

Whereas, notice of hearing must be given at least 30 days before the election and at least 10 days before the hearing;

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

A public hearing on the consolidation report submitted by the Lewiston Auburn Joint Charter Commission shall be held in the City Council Chamber at Lewiston City Hall at 7 pm on Tuesday, October 17, 2017.