

CITY OF WATERVILLE

REGULAR MEETING

COUNCIL AGENDA

DECEMBER 16, 2014

WORKSHOP SESSION

6:00 P.M.

CAPITAL IMPROVEMENT NEEDS

EXECUTIVE SESSION

6:45 P.M.

TAX ABATEMENT REQUEST #05-2014
CONFIDENTIAL RECORDS 1 M.R.S.A. §405(6) (F)

REGULAR MEETING

7:00 P.M.

COMMUNITY NOTES

APPROVAL OF CONSENT AGENDA

UNFINISHED BUSINESS

ORDER	171-2014	APPROVAL OF FORFEITURES (RHODEN)
ORDER	172-2014	THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$4,100,000 FOR CAPITAL PROJECTS
ORDER	173-2014	AUTHORIZING AMENDMENT TO LOCKWOOD MILLS TIF AGREEMENT

NEW BUSINESS

RESOLUTION	175-2014	AUTHORIZING APPROVAL OF POVERTY ABATEMENT #05-2014
RESOLUTION	176-2014	AUTHORIZING ISSUANCE OF A SECONDHAND LICENSE TO ECOATM, INC 80 WATERVILLE COMMONS DRIVE
RESOLUTION	177-2014	AUTHORIZING ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO FOREST J. PARE, VFW POST #1285
RESOLUTION	178-2014	AUTHORIZING ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO J.A.J., INC, D/B/A BOB-IN RESTAURANT

RESOLUTION	179-2014	AUTHORIZING ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO N & L, INC, D/B/A CHEZ PAREE
RESOLUTION	180-2014	AUTHORIZING ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO GIRI WATERVILLE, LLC, D/B/A WATERVILLE GRAND HOTEL
RESOLUTION	181-2014	AURHORIZING ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO T & K CORP, D/B/A YOU KNOW WHOSE PUB
RESOLUTION	182-2014	ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO ENDZONE, LLC, D/B/A THE END ZONE
RESOLUTION	183-2014	ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO STEPHEN AND TAMMY REYNOLDS, D/B/A T J CLASSIC BILLIARDS
RESOLUTION	184-2014	AMENDMENTS TO THE ZONING ORDINANCE
RESOLUTION	185-2014	AMENDMENT TO LEASE (BLACK BEAR AVIATION)
RESOLUTION	186-2014	TRANSFER OF CAPITAL PROJECT FUNDS TO UNDESIGNATED FUND BALANCE (North Street Connector Trail)
RESOLUTION	187-2014	TRANSFER OF FUNDS FROM RECREATIONAL FUND TO NEW ACCOUNTS
RESOLUTION	188-2014	TRANSFER OF CAPITAL PROJECTS TO DOWNTOWN TIF FUND
RESOLUTION	189-2014	TRANSFER OF FUNDS (PAVEMENT REHAB)
RESOLUTION	190-2014	TRANSFER OF CAPITAL PROJECT FUNDS (EQUIPMENT REPAIRS)
ORDER	191-2014	TRANSFER OF FUNDS AND APPROPRIATION FROM UNDESIGNATED FUND BALANCE (AIRPORT)
ORDER	192-2014	SALE OF CITY PROPERTY
ORDINANCE	193-2014	AMENDMENTS TO SOLID WASTE ORDINANCE

MANAGER'S REPORT

CITY OF WATERVILLE

REGULAR MEETING

CONSENT AGENDA
WEDNESDAY

December 16, 2014

APPROVAL OF MINUTES

CITY COUNCIL MEETING DECEMBER 2, 2014

RESOLUTION 174-2014 ROLL OF ACCOUNTS NO 24

*Explanatory Note: All items listed in the Consent Agenda are considered routine and are proposed for adoption by the City Council by one motion without discussion or deliberation. If discussion on any item is desired any member of the Council may merely request removal of the item to its normal sequence in the regular agenda prior to a motion for passage of the Consent Agenda.

CITY OF WATERVILLE

REGULAR MEETING

COUNCIL MINUTES
TUESDAY

DECEMBER 2, 2014

WORKSHOP SESSION

6:00 P.M.

CAPITAL IMPROVEMENT NEEDS

REGULAR MEETING

7:00 P.M.

PRESENT:

KAREN HECK, MAYOR
MIKE ROY, CITY MANAGER
BILL LEE, CITY SOLICITOR

COUNCILORS:

CHARLES F. STUBBERT, JR., EDWARD LACHOWICZ,
ROSEMARY WINSLOW, JOHN O'DONNELL, ERIK TOHOMAS
DANA BUSHEE, KAREN RANCOURT-THOMAS

COMMUNITY NOTES

Council Rancourt-Thomas thanked Public Works department for the work completed at 8 Carey Lane and noted it was completed quickly and looks good. Councilor Bushee - the South End Teen Center newsletter is out. 20 active teens and recently one teen was student of the month and another offered a scholarship to Rochester Institute of Technology. Mayor, Karen Heck noted that Librarian Sarah Sugden was 1 of 10 librarians nationwide to win "I love my Librarian" annual award. Mayor Heck also asked Evan Vigue to come up to the podium and discuss his birthday party plans. Evan will be celebrating his birthday on 12/6/14 and asked for things for the homeless shelter. Evan stated he has all he needs and they do not.

APPROVAL OF CONSENT AGENDA

CITY COUNCIL MEETING DECEMBER 2, 2014

RESOLUTION 174-2014 ROLL OF ACCOUNTS NO 24

Motion Made and Seconded for Approval of Consent Agenda
Vote: All in Favor (7-0)

UNFINISHED BUSINESS

ORDINANCE 158-2014

AMENDMENT TO ZONING, ARTICLE 2, SECTION
2.1.1 (155 WEST RIVER ROAD)

Motion Made and Seconded to read by title only
Vote: All in Favor (7-0)
Motion Made and Seconded to Postpone indefinitely
Vote: All in Favor (7-0)

ORDER 165-2014 APPROVAL OF FORFEITURES (BATISSA, HILLARD & PHILLIPS)
Motion Made and Seconded to read by title only
Vote: All in Favor (7-0)
Motion Made and Seconded to Accept
Vote: All in Favor (7-0)
Motion Made and Seconded to read by title only
Vote: All in Favor (7-0)
Motion Made and Seconded to Adopt
Councilors Voting Yes: Stubbert, Lachowicz, Winslow, O'Donnell, Thomas, Bushee, Rancourt-Thomas
Councilors Voting No: None
Vote: All in Favor (7-0)

ORDER 166-2014 APPROVAL TO EXPEND FUNDS FOR AVIGATION EASEMENTS
Motion Made and Seconded to read by title only
Vote: All in Favor (7-0)
Motion Made and Seconded to Accept
Vote: All in Favor (7-0)
Motion Made and Seconded to read by title only
Vote: All in Favor (7-0)
Motion Made and Seconded to Adopt
Councilors Voting Yes: Stubbert, Lachowicz, Winslow, O'Donnell, Thomas, Bushee, Rancourt-Thomas
Councilors Voting No: None
Vote: All in Favor (7-0)

NEW BUSINESS

ORDER 173-2014 AUTHORIZING AMENDMENT TO LOCKWOOD MILLS TIF AGREEMENT
Motion Made and Seconded to take out of order
Vote: All in Favor (7-0)
Motion Made and Seconded to waive cloture.
Vote: All in Favor (7-0)
Motion Made and Seconded to Adopt
Vote: All in Favor (7-0)

RESOLUTION 168-2014 AUTHORIZING THE RENEWAL OF LIQUOR LICENSES FOR THE FIRST QUARTER
Motion Made and Seconded to read by title only
Vote: All in Favor (7-0)
Motion Made and Seconded to Accept
Vote: All in Favor (7-0)

RESOLUTION 169-2014 EXPENDITURE OF WATERFRONT BOND FUNDS
Motion Made and Seconded to Adopt
Discussion: City Manager Roy explained the boardwalk;

would be on the river bank and could be part of the trail. Council asked amount left in Boardwalk account. \$20,000 and will be checking in with Greg Brown to see about cable replacement or repair. Councilor Stubbert noted the original plan had a kiosk and asked where this stands currently; there are no plans due to possible vandalism and the need to constantly update the events. Councilor O'Donnell questioned if this is just to spend money. It was explained that without a design the City could not apply for grants. The Waterville rotary will have funds and could be used for a boardwalk. Should any part of this property be sold it would attract buys with the boardwalk addition. The council wanted to know the next step for funds in account? Mike explained the design will give us some of the answers

Vote: All in Favor (7-0)

RESOLUTION 170-2014 ABATEMENT OF PERSONAL PROPERTY TAXES

Motion Made and Seconded to Accept

Vote: All in Favor (7-0)

ORDER 171-2014 APPROVAL OF FORFEITURES (RHODEN)

Motion Made and Seconded to read by title only

Vote: All in Favor (7-0)

Motion Made and Seconded to Accept

Vote: All in Favor

ORDER 172-2014 THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$4,485,000 FOR CAPITAL PROJECTS

Motion Made and Seconded to read by title only

Vote: All in Favor (7-0)

Motion Made and Seconded to Accept

Discussion: City Manager Roy explained we must fund two items, we have committed to property re-eval at \$305,000 and Runway \$290,000. Councilor O'Donnell asked if mil rate would rise if borrowing more. 2/3 of a mil. O'Donnell suggested reducing Parks and Rec to \$87,500 and Fire to \$150,000. City Manager would argue very strongly on the roads. Mark Turner - year one, 15,000,

Eaton Hill, Cherry Hill. There is a five year plan to look at in the future. \$250,000 annually comes out of regular budge. Excise tax is up and it is used to offset. \$25,000 will repair the roof and buy the City a few years. \$125,000 will fix completely. Councilor Rancourt-Thomas - need to be cautious in what we ask for. People already upset with PAYT. People are expecting value for the money and they are spending. If equipment is broken and not getting the services they are paying for. Mayor Heck stated this isn't a wish list. People pay taxes and wait and wait for road repair. Councilor Bushee questioned traffic signal at airport road. Mike Roy said he will let business's know it will be on agenda. Councilor Stubbert stated the traffic light is not a necessity. Councilor Bushee asked if possibly businesses could help with cost. It was mentioned that tonight is only to accept and not a final vote, there will be 2 more votes. Council asked for another workshop for capital improvement needs. Councilor Bushee is concerned without going and incoming members to the Council. Mayor Elect Isgro spoke in reference that a one hour workshop isn't enough. Details need to be ironed out prior to voting, this matter should not be rushed.

Motion Made and Seconded to amend to 4.1

Vote: 5-0 (abstain: Stubbert, Rancourt-Thomas)

Motion Made and Seconded to accept as amended.

Vote: 5-0 (abstained Stubbert, Rancourt-Thomas)

MANAGER'S REPORT

The Chamber offered to help the City with the Business Friendly Certification.

City Clerk



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION NO. 174-2014

A RESOLUTION PROVIDING FOR:

RATIFYING THE ROLL OF ACCOUNTS NO. 24

BE IT RESOLVED by the City Council of the City of Waterville, acting as the municipal officers as follows:

THAT, Roll of Accounts No. 24 be Ratified

WARRANT NO. 24	\$	341,282.20	Municipal
	\$	171,357.92	Payroll
	\$	200,996.55	School
	\$	745,737.50	Payroll

DATED: December 16, 2014

APPROVED BY

CITY MANAGER

FINANCE DIRECTOR

IN THE CITY COUNCIL

_____, 2014, Read and Adopted.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

ORDER NO. 171-2014

AN ORDER PROVIDING FOR:

APPROVAL OF FORFEITURES

BE IT HEREBY ORDERED by City Council of the City of Waterville acting as the municipal officers as follows:

WHEREAS, the Waterville Police Department in the regular course of its business made a contribution to the investigations in criminal matters; and

WHEREAS, the District Attorney Office has reached a successful conclusion in the following forfeiture matter:

AUGSC-CR-14-298 WENTWORTH FITZGERALD RHODEN IN THE AMOUNT OF FOUR THOUSAND FOUR HUNDRED AND TWENTY-ONE DOLLARS (\$4,421.00) IN U.S. CURRENCY

NOW THEREFORE, BE IT ORDERED THAT the City Council of the City of Waterville, acting in its capacity as the Municipal Officers and legislative body, does in accordance with State law accept the forfeited \$4,421.00, which is the Waterville Police Department's share of the above captioned forfeiture.

BE IT FURTHER ORDERED THAT the money be appropriated to the Waterville Police Department's drug forfeiture revenue line.

IN THE CITY COUNCIL

December 2, 2014 First Reading and Accepted.

_____, 2014 Second Reading and Accepted.

_____, 2014 Third Reading and ADOPTED.

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

ORDER NO. 173-2014

AN ORDER AUTHORIZING AMENDMENT TO LOCKWOOD MILLS TIF AGREEMENT

BE IT HEREBY ORDERED by City Council of the City of Waterville as follows:

WHEREAS, on October 3, 2006, the City Council designated the Lockwood Mills Municipal Development and Tax Increment Financing District and adopted a Development Program with respect thereto; and

WHEREAS, the City subsequently entered into a Credit Enhancement Agreement dated August 31, 2007, superseded by an Amended and Restated Credit Enhancement Agreement dated March 1, 2008, each with three developer entities under the names (i) Lockwood Mills I, LLC, (ii) Lockwood Mills II, LLC, and (iii) Lockwood Mills III, LLC, as contemplated by the Development Program (the "CEA"); and

WHEREAS, the Hathaway Building project within the District is engaged in a bank refinancing; and

WHEREAS, the bank has requested that the CEA be amended such that a TIF revenue withholding provision currently applicable to the entirety of the contemplated TIF improvements, including the Hathaway Building project improvements, be applied separately to the Hathaway Building project improvements and the other TIF improvements;

NOW THEREFORE, the City Council hereby Orders that the City Manager be and hereby is authorized and directed to enter into an amendment to the CEA, in the name of and on behalf of the City, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program and this Order, as the City Manager may approve, the City Manager's approval to be conclusively evidenced by his execution thereof.

IN THE CITY COUNCIL

December 2, 2014 First Reading and Accepted.

_____, 2014 Second Reading and Accepted.

_____, 2014 Third Reading and ADOPTED.

APPROVED, _____, 2014

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 175 -2014

A RESOLUTION PROVIDING FOR:

POVERTY ABATEMENT #05-2014

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council approves Tax Abatement Request #05-2014 for unpaid taxes, interest and lien charges for the tax year 2012-2013 in the amount of \$ 1,331.52.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 176 -2014

A RESOLUTION PROVIDING FOR:

AUTHORIZING ISSUANCE OF A SECONDHAND LICENSE
TO ECOATM, INC 80 WATERVILLE COMMONS DRIVE

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council hereby authorize the issuance of a Secondhand License to EcoATM, Inc., 80 Waterville Commons Drive.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 177-2014

A RESOLUTION PROVIDING FOR:

AUTHORIZING ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO
FOREST J. PARE, VFW POST #1285

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council hereby authorize the issuance of a Special Amusement License to Forest J. Pare, VFW Post #1285.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 178 -2014

A RESOLUTION PROVIDING FOR:

ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO
J.A.J., INC, D/B/A BOB-IN RESTAURANT

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council hereby authorize the issuance of a Special Amusement License to J.A.J.,INC., . d/b/a Bob-In Restaurant, 17 Temple Street.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 179 -2014

A RESOLUTION PROVIDING FOR:

ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO
N & L, INC, D/B/A CHEZ PAREE

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council hereby authorize the issuance of a Special Amusement License to N & L.,INC., . d/b/a Chez Paree, 45 Water Street.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 180 -2014

A RESOLUTION PROVIDING FOR:

ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO
GIRI WATERVILLE, LLC, D/B/A WATERVILLE GRAND HOTEL

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council hereby authorize the issuance of a Special Amusement License to Giri Waterville, LLC, . d/b/a Waterville Grand Hotel, 375 Main Street.

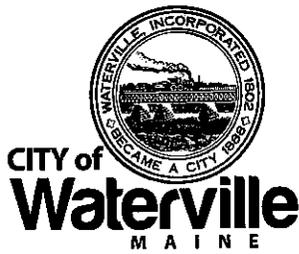
IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 181 -2014

A RESOLUTION PROVIDING FOR:

ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO
T & K CORP, D/B/A YOU KNOW WHOSE PUB

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council hereby authorize the issuance of a Special Amusement License to T & K Corp, . d/b/a You Know Whose Pub, 55 East Concourse.

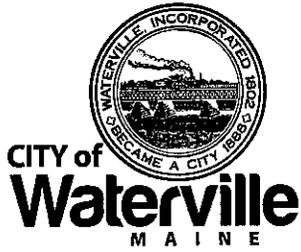
IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 182 -2014

A RESOLUTION PROVIDING FOR:

ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO
ENDZONE, LLC, D/B/A THE END ZONE

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council hereby authorize the issuance of a Special Amusement License to Endzone, LLC, . d/b/a The Endzone, 26 Elm Street.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 183 -2014

A RESOLUTION PROVIDING FOR:

ISSUANCE OF A SPECIAL AMUSEMENT LICENSE TO
STEPHEN AND TAMMY REYNOLDS, D/B/A T J CLASSIC BILLIARDS

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Council hereby authorize the issuance of a Special Amusement License to Stephen and Tammy Reynolds . d/b/a T J Classic Billiards, 60 Airport Road.

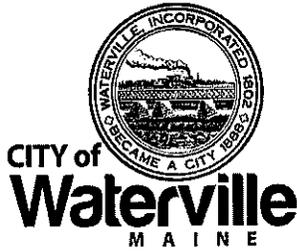
IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 184-2014

A RESOLUTION PROVIDING FOR:

REFERENCE TO THE PLANNING BOARD BY THE CITY COUNCIL:
AMENDMENTS TO THE ZONING ORDINANCE

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, In accordance with Article 7, Section 7.1, of the Zoning Ordinance, to refer to the Planning Board for public hearing and recommendation proposed amendments to the Zoning Ordinance.

The proposal is that Article 4, Performance Standards of the Zoning Ordinance of the City of Waterville, Maine, be amended as follows. (Stricken language is a deletion.)

4.3. Performance standards.

4.3.15. Hydrogeologic assessment of groundwater impacts.

~~4.3.15.E. If the development is within one thousand five hundred (1,500) feet of a public water line, the development must connect to the line at the developer's expense.~~

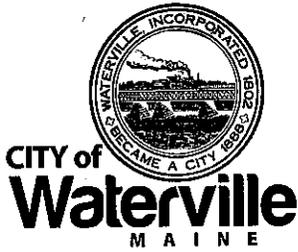
IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED, _____, 2014

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 185 -2014

A RESOLUTION PROVIDING FOR:

AMENDMENT TO LEASE (BLACK BEAR AVIATION)

BE IT RESOLVED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT the lease for Black Bear Aviation approved on March 18, 2014, be amended as shown on the attached.

The purpose of this revision is to provide additional space in the Airport Terminal Building to support the increased operations of Black Bear Aviation as further explained in the attached memo.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

Memorandum

To: Honorable Mayor and Members of the City Council

From: Randy Marshall, Airport Manager

Date: December 11th, 2014

Subject: Request for approval of lease modification for BlackBear Aviation

The attached lease is modified from the original lease signed April 1st, 2014 between the City of Waterville and BlackBear Aviation. Pursuant to Section 2 of the original lease, a request has been made by BlackBear aviation, requesting that the lease space originally defined be modified to accommodate new business needs.

Since the time the original agreement was approved, BlackBear has grown as a company and is now servicing more aircraft than originally anticipated. As a result they have increased their staff from two people to five, and now require more space within the city's Terminal Building, particularly space in the hangar. In the initial agreement, Black Bear was only to occupy a portion of the Terminal Hangar; however the need has now increased to the use of the entire Hangar. It is requested that approval of the lease be granted under the terms defined in the attached lease agreement.

Randy Marshall
Airport Manager
LaFleur Airport- City of Waterville



2 LaFleur Rd, Waterville, ME 04901

Phone: (207) 861-8013 | Fax: (207) 861-8015

wvlairport@waterville-me.gov | www.watervilleairport.org

LEASE AGREEMENT FOR AIRPORT FACILITY (updated 12-1-2014)

This Lease Agreement (this "Agreement") is dated as of the 1st day of December, 2014 ("Effective Date"), between the City of Waterville, Maine, a municipal corporation organized and existing under the laws of the State of Maine (the "Lessor"), and Black Bear Aviation, a duly created and organized limited liability company under the laws of the State of Maine (the "Lessee").

WHEREAS, the Lessor is the owner of land and buildings in Waterville, Maine, at the site now or formerly known as the Robert A. LaFleur Airport (hereinafter, "Airport"), and

WHEREAS the Lessee desires to lease office and hangar space in the main Airport Terminal building, (the "Terminal"),

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. LEASED PREMISES

Lessor does hereby lease to the Lessee rooms Three (3) rooms in the building known as the Terminal building. The rooms are known as "Maintenance Office 1", "Parts", and "tooling room," containing a total four hundred eighty-seven (487) square feet and are depicted in a diagram attached as Exhibit A and incorporated herein. Lessor also hereby leases the terminal hangar to Lessee, with the understanding that Lessor retains the right to store the Airports Ground Service Equipment (GSE) within said hangar. This Equipment consists of the airports two tugs, lav cart, GPU, Deicing Machine, and truck 29. It is understood that the Lessor will store the deicing machine and truck 29 at alternative locations on airport grounds when not in use. Lessor agrees to allow Lessee use of the tugs to move aircraft. Lessee will be able to attach signs and other forms of advertisement on the inside and outside of the building with written approval from the Lessor.

2. TERM OF AGREEMENT

The term of this lease is five (5) years beginning on April 1st, 2014, and ending on March 31st, 2019, with the option for it to be extended an additional five (5) years, if mutually agreeable.

3. RENT

Rent for the office spaces will be \$7.54/sq. ft. and will increase 2% each year beginning on April 1st, 2015. Rent for the hangar is \$1,250 per month. Aircraft tie downs will be charged at the regular rate as needed by Lessee. The total for the office spaces will be \$3,672. Lease payments are payable in twelve (12) monthly installments of \$306.00 plus the hangar lease of \$1,250 for a grand total of \$1,556.00 per month, due on the 1st of each month. Lessee shall have the right to pre-pay the office rental amount for the entire term without penalty. Payment is to be made in the form of check.

4. USE OF LEASED PREMISES

- a) Occupancy. The Premises shall be occupied by Lessee and used for aircraft maintenance and business purposes only; in compliance with all applicable federal, state and local laws and all permits held by the Lessor and Lessee. The Lessee agrees to notify the Lessor within twenty-four (24) hours of receipt of any notice of non-compliance or notice of violation of any local, state or federal laws arising from Lessee's operations at the Premises.
- b) Similar Leases. Lessee acknowledges that Lessor may engage in similar leases with other entities conducting similar business upon Airport grounds as per the FAA airport assurances accepted by the airport from the FAA.
- c) Utilization. The Lessee, and employees and authorized agents thereof, may utilize the Premises 24 hours a day, 7 days a week, provided that such activity shall not unreasonably interfere with the use of the common areas by other tenants. The premise is not to be used for residential needs such as use as sleeping quarters.
- d) Smoking. Lessee shall not permit smoking in any portion of the Premises. Smoking may not be conducted within 20' of any entrance.
- e) Cooperation with FAA Requirements. Lessee shall cooperate with the airport manager and Lessor in application, compliance and licensing issues for FAA or other regulatory agencies regarding local, state and federal requirements for the airport, including, but not limited to, participating in the Storm Water Prevention plan. Lessee shall observe and obey all rules and regulations promulgated by the Federal Aviation Administration governing the safe conduct and efficient operation of the airport and its facilities. Lessee shall observe and obey all rules promulgated by Lessor and/or the airport manager.
- f) Airport Expansion, Maintenance and Repair. During the term of this Lease it may become necessary for Lessor to initiate and implement extensive programs of construction, expansion, maintenance, modernization or repair to accommodate increased volumes of air traffic and flight activities. Lessee may be inconvenienced during such programs and may incur partially impaired use of the Premises. Lessor shall not be liable for such reasonable inconvenience or disruption.
- g) Assignment and Subletting Prohibited. The Lessee agrees not to assign this Lease or sublet any portion of the Premises without the prior written consent of the Lessor and shall remain fully liable to the Lessor for the remainder of this Lease in all of its terms, if and when subletting or assignment is made with prior written consent.
- h) Utilities Provided by Lessor. Lessor shall provide electricity, heat for office space, internet, security system, water and sewer for the Premises, and shall pay, as they become due, all charges for these utilities used or consumed at the Premises. Propane use by the Lessee as metered for the hangar will be the Lessee's responsibility, and will be billed per gallon at cost per month by Lessor.
- i) Utilities Provided by Lessee. Lessee shall contract for, in its own name, and pay, as they become due and payable, all charges for any other utility used or consumed at the Premises, including, but not limited to, telephone services.

- j) Duty to Report. Lessee shall be responsible, along with other tenants of the Airport Terminal, for reporting problems related to the building and surrounding grounds, including loitering, disturbances, and smoking violations to the Lessor or appropriate law enforcement agency.
- k) Cleanliness of Facilities. Lessee shall keep the Premises, including the shared restrooms, neat and clean and maintain the same in good repair and condition. Lessee's obligation to maintain and repair the Premises shall apply to the entire Premises, both interior and exterior.
- l) Alterations and Improvements. Lessee may alter, remodel or renovate the Premises for the purpose of conducting Lessee's business. However, Lessee shall not make any such alteration, remodel, renovation or structural change in, or addition to, the Premises without first obtaining Lessor's consent in writing, and then only at Lessee's expense and in a lawful manner and upon such reasonable terms and conditions as Lessor, by such writing, shall approve. Any such alteration or addition shall be made only after duly obtaining all required permits and licenses. Lessor, upon expiration of this Lease, shall retain as its property, without cost to it, any alteration so made.
- m) Trade Fixtures. Any trade fixtures installed in, or attached to, the Premises by and at the expense of Lessee shall remain the property of Lessee if the same may be removed without damage to, or destruction to the Premises. Upon such removal, the Lessee shall restore the Premises to the condition it was in prior to the installation of such fixtures, and if such restoration is impossible, the fixtures shall remain the property of the Lessor.
- n) Insurance Coverage. Lessee shall purchase and maintain insurance coverage in a minimum amount of \$1,000,000 for both aviation liability and general liability and shall name the City of Waterville as an additional insured. Insurance purchased by the Lessee must provide for 15 days prior written notice to Lessor of cancellation or modification of the insurance.
- (i) Certificates of insurance shall be delivered to Lessor prior to the beginning of the lease term and upon each renewal of the insurance or upon any changes in the insurance.
 - (ii) Lessor shall provide liability coverage and insure the Premises against loss or damage by fire and the hazards covered by extended coverage casualty insurance in an amount determined by Lessor. Lessee shall not be entitled to share in any recovery from this insurance policy. Lessee will be listed as additional insured on lessor's policy regarding liability coverage.
 - (iii) In the event that more than one-third of the Premises is damaged or destroyed by fire or other casualty, Lessor shall not be obligated to rebuild or repair the Premises. Should the Lessor decide not to rebuild or repair the Premises, the lease shall terminate upon written notice from the Lessor. Should the Lessor decide to rebuild or repair the Premises, the rent shall be pro-rated according to the reduction in available usable

- (ii) Any existing or future directive enforceable and/or promulgated by the State to the extent that such directive does not conflict with the applicable federal laws or regulations.
- (t) Surrender Of Premises. Upon the expiration of the term hereof, Lessee shall surrender the Premises in good and serviceable condition, reasonable use and wear and tear thereof and damages by the elements excepted.
- (u) Breach. This Lease shall be deemed breached in the event that:
 - (i) The Lessee shall fail to make payment of any installment of rent due or any other sum herein specified within thirty (30) days of the date it was due; or
 - (ii) The Lessee shall fail to observe or perform any other of its covenants, agreements or obligations hereunder and such failure shall not have been corrected within thirty (30) days after written notice by Lessor to Lessee by certified mail, return receipt or personal service upon the Lessee; or
 - (iii) The Lessee shall be declared bankrupt or insolvent according to law; or
 - (iv) A mechanic's or any other lien is placed on the Premises and is not removed within thirty (30) days; or
 - (v) Any assignment is made of the Premises for the benefit of creditors without written consent of the Lessor; or
 - (vi) Lessee ceases commercial operations at its 2 LaFleur Road location.
- (v) Lessor's Option to Terminate. Upon the occurrence of any of the events set forth in Section 4(u), the Lessor, at its option, may declare this Lease terminated and the balance of the Lease term shall be forfeited. Lessor may exercise its option to terminate by:
 - (iii) Sending written notice of its intent to exercise such option to Lessee by personal service or certified mail, return receipt to the addresses provided in Section 6 below; or
 - (iv) Personal service delivered at the Premises at 2 LaFleur Road Waterville, Maine. Termination shall be effective thirty (30) days after the date on which said notice is received by Lessee.
 - (vi) The Lessor may exercise its option to terminate this Agreement as a result of a breach by the Lessee regardless of any prior forbearance.
 - (vii) Without prejudice to any remedies Lessor may have, Lessor may, upon termination, retake possession of the Premises pursuant to 14 M.R.S.A. § 6001.
- (w) Attorney's Fees and Costs in the Event of Breach. In the event of Lessee's breach of this Lease, Lessor shall be entitled to recover reasonable attorney's fees and costs, in addition to any other damages due it, incurred by Lessor in enforcing its rights hereunder.

5. NOTICES

All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States mail, return receipt requested, or an overnight service with receipt, properly addressed as follows:

To the Lessor: City of Waterville
 One Common Street
 Waterville, ME 04901

To the Lessee: Black Bear Aviation
 c/o Kevin Dauphinee — Registered Agent
 2 LaFleur Road
 Waterville, ME 04901

6. COVENANT AGAINST LIENS

- (a) Liens of Lessee. If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge, or order for the payment of money is filed against any portion of the Premises, Lessee shall, at its' expense, cause the lien or liens to be discharged of record or bonded within 30 days after it receives written notice of their filing.
- (b) Removal of Liens. If Lessee fails to cause the liens to be discharged of record or bonded within the required 30-day period Lessor may cause the liens to be discharged. All payments by Lessor to discharge liens shall be considered additional rental obligations to Lessor by Lessee, including, but not limited to, court costs and attorney fees.

7. MISCELLANEOUS

- (a) Captions and Headings. Captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Lease nor in any way affect this Lease.
- (b) Severability. In the event that any one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Lease a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal and enforceable.

- (c) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Maine.
- (d) Binding Agreement. This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- (e) Entire Agreement. This Lease constitutes the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. This Lease is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Lease, made by the other. All exhibits, schedules and other attachments are a part of this Lease and the contents thereof are incorporated herein by reference.
- (f) Modifications. This Lease cannot be changed, amended or supplemented orally, but only by agreement in writing signed by the party against whom enforcement of the change, modification, or discharge is sought or by its duly authorized agent.
- (g) Counterparts. This Lease may be executed in two or more (2) counterparts, each of which shall be considered an original.
- (h) Authority of Parties. The individuals who have executed this Lease on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Lease.
- (i) Construction. This Lease and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties.
Accordingly, this Lease will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.
- (j) No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Lease, except as expressly provided in this Lease.
- (k) Notices. All notices to Lessee or Lessor required herein shall be addressed to the parties at the addresses provided in Section 5 of this Lease Agreement.
- (l) Applicable Law. All legal disputes between Lessor and Lessee arising under or relating to this Lease shall be resolved pursuant to the laws and regulations of the State of Maine. Lessee consents to jurisdiction and venue in courts of Kennebec County, Maine.
- (m) Severability. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.
- (n) Binding effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
- (o) Non-waiver. No delay or failure by either party to exercise any right under this Lease,

and no partial or single exercise of any right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

- (p) Time of essence. Time is expressly declared to be of the essence in this Lease.
- (q) Entire Agreement. This Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused their respective duly authorized officers to execute this Lease as of the day and year first above written.

Black Bear Aviation, LLC

City of Waterville

By: _____ By: _____

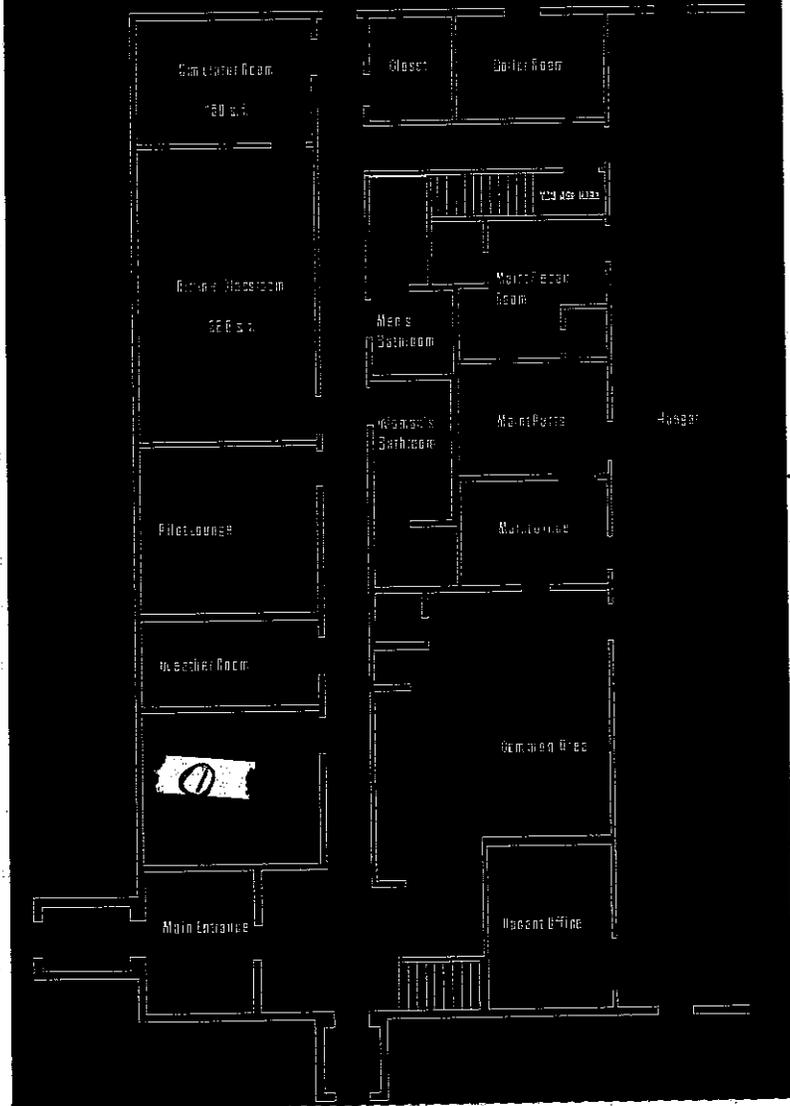
Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

**LAFLEUR AIRPORT
FBO BUILDING**

Formatted: Font: 12 pt
Formatted: Left



← wall removed
all 1 room now
- door closed in

Tooling

#1 maintenance office



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 186 -2014

A RESOLUTION PROVIDING FOR:

TRANSFER OF CAPITAL PROJECT FUNDS TO UNDESIGNATED FUND BALANCE

BE IT RESOLVED by the City Council of the City of Waterville, acting as the municipal officers, as follows:

THAT the Finance Director is hereby authorized to transfer \$31,945 from the North Street Connector Trail project to the Undesignated Fund Balance

This transfer will close out the North Street Connector Trail project which has been completed.

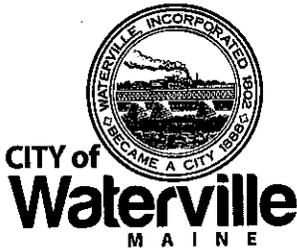
IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 187 -2014

A RESOLUTION PROVIDING FOR:

TRANSFER OF FUNDS FROM RECREATIONAL FUND TO NEW ACCOUNTS

BE IT RESOLVED by the City Council of the City of Waterville, acting as the municipal officers, as follows:

THAT the Finance Director is hereby authorized to transfer the June 30, 2014 balance in the Recreational Fund to the Capital Fund to create the following new accounts

- \$1,499 for the Skate Board Park
- \$178,049 for Pool Repair

BE IT FURTHER RESOLVED, THAT the City close out the Recreational Fund as of July 1, 2014 and move all related costs and revenues into the Parks and Recreation Department account.

This transfer will close out the Recreational Fund as an on-going fund within the City's financial Statements

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED: _____

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 188 -2014

A RESOLUTION PROVIDING FOR:

TRANSFER OF CAPITAL PROJECTS TO DOWNTOWN TIF FUND

BE IT RESOLVED by the City Council of the City of Waterville, acting as the municipal officers, as follows:

THAT the Finance Director is hereby authorized to transfer \$21,572 from the Grove/Water/Temple street paving project as follows:

- \$13,328 to the Chaplin/Colby Circle paving project to cover the deficit
- \$8,244 to the Downtown TIF Fund

These transfers will close out those two paving projects.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 189 -2014

A RESOLUTION PROVIDING FOR:

TRANSFER OF FUNDS (PAVEMENT REHAB)

BE IT RESOLVED by the City Council of the City of Waterville, acting as the municipal officers, as follows:

THAT the Finance Director is hereby authorized to transfer \$4,333 from the Campus Drive paving project to the annual Pavement Rehab account.

This transfer will close out the Campus Drive paving project that has been completed

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED: _____

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

RESOLUTION 190-2014

A RESOLUTION PROVIDING FOR:

TRANSFER OF CAPITAL PROJECT FUNDS (EQUIPMENT REPAIRS)

BE IT RESOLVED by the City Council of the City of Waterville, acting as the municipal officers, as follows:

THAT the Finance Director is hereby authorized to transfer \$27,777 from the Public Works Equipment Purchase account in the Capital Fund to the Public Works Fleet Maintenance – Vehicle/equipment Parts operating budget to help fund a higher than normal need for repairs in fiscal year 2014-2015.

These transfers will use all the remaining funds in the Public Works Equipment purchase project line that had accumulated over the last several years due to actual purchase prices being less than funded amounts.

IN THE CITY COUNCIL

_____, 2014 Read and Approved.

CITY CLERK

APPROVED: _____

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

ORDER NO. 191-2014

AN ORDER PROVIDING FOR:

TRANSFER OF FUNDS AND APPROPRIATION FROM UNDESIGNATED FUND BALANCE
(AIRPORT)

BE IT ORDERED THAT, the Finance Director is hereby authorized to transfer \$2,164 from the Airport Maintenance Fund and, \$9,577 from the City's Undesignated Fund Balance to the Cross Wind Runway project.

These transfers will use all the remaining funds in the Airport Maintenance Fund and close out the Cross Wind runway project

IN THE CITY COUNCIL

_____, 2014 First Reading and Accepted.

_____, 2014 Second Reading and Accepted.

_____, 2014 Third Reading and ADOPTED.

APPROVED:

MAYOR



CITY OF WATERVILLE

CITY COUNCIL

ORDER NO. 192 -2014

AN ORDER PROVIDING FOR:

SALE OF CITY PROPERTY
17-19 Begin Street, Waterville, Maine

BE IT HEREBY ORDERED by the City Council of the City of Waterville, acting as the Municipal Officers, as follows:

THAT, the City Manager is hereby authorized to sell property located at 17-19 Begin Street (Lot 14, Assessor's Map 68) for the amount of \$500.00 by quitclaim release deed, to be paid in full when quitclaim is issued to abutters James A. Smith & Sheila M. McKenney.

BE IT FURTHER ORDERED that the proceeds from said sale be placed in the Capital Improvement Reserve Account.

IN THE CITY COUNCIL

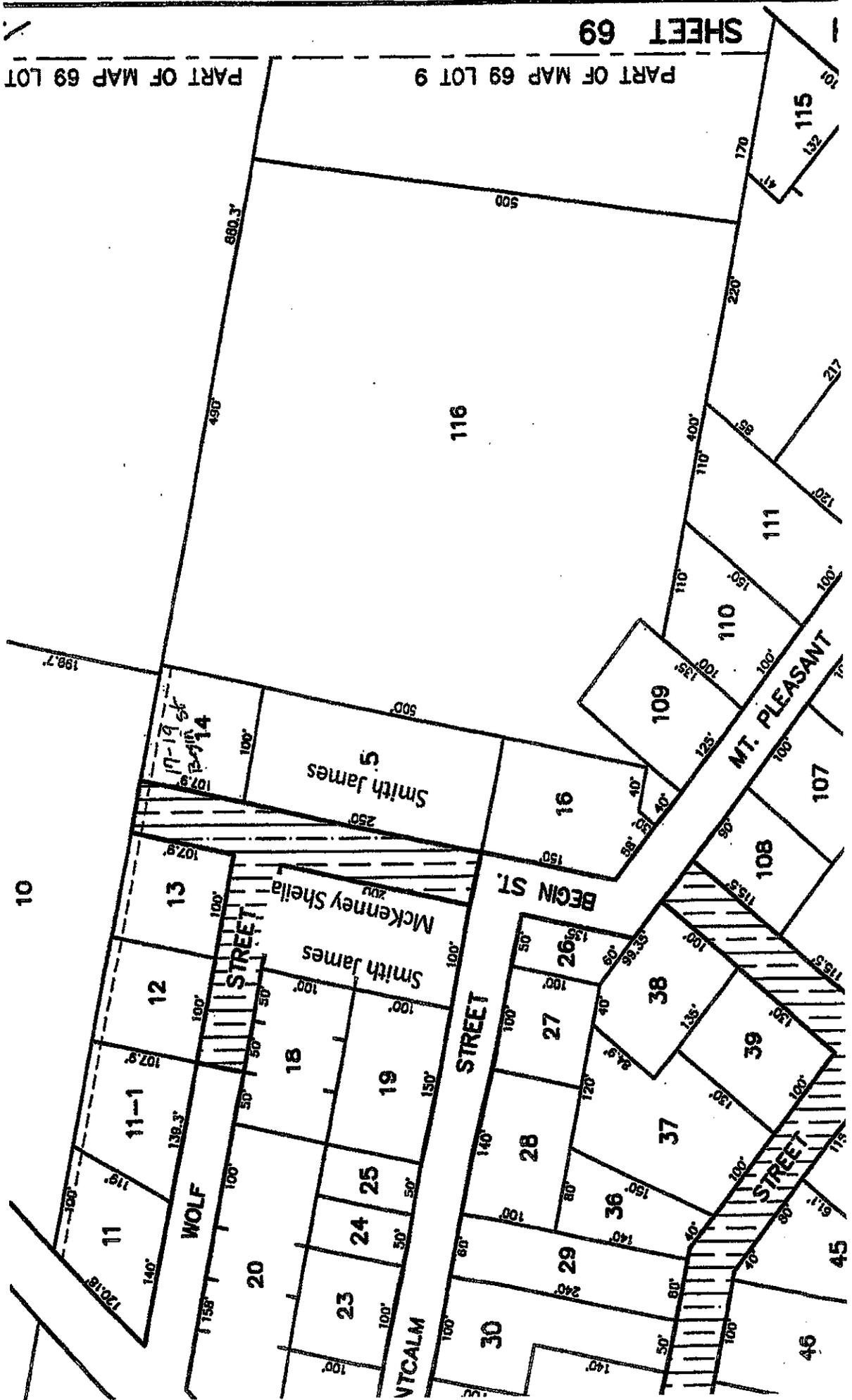
_____, 2014 First Reading and Accepted.

_____, 2015 Second Reading and Accepted.

_____, 2015 Third Reading and ADOPTED.

APPROVED:

MAYOR



17-19 of
12-14
107.9
107.8
198.7

10

1001
140'

WOLF STREET

20

23

24

25

30

29

28

27

26

37

38

39

45

VTCALM STREET

BEGIN ST.

16

109

110

111

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200



CITY OF WATERVILLE

CITY COUNCIL

ORDINANCE NO. 193-2014

Publication Date: _____

Effective Date: _____

AN ORDINANCE PROVIDING FOR:

AMENDMENTS TO SOLID WASTE ORDINANCE

BE IT ENACTED by the City Council of the City of Waterville, acting as the municipal officers as follows:

THAT the Solid Waste Ordinance be amended as shown on the attached copy. The primary purpose of these amendments is to provide for a Pay-As-You-Throw system for trash disposal and a curbside, single stream recycling program.

IN THE CITY COUNCIL

_____, 2014, First Reading and Accepted,

_____, 2015, Second Reading and Accepted;

_____, 2015, Third Reading and ADOPTED.

APPROVED:

MAYOR

SOLID WASTE ORDINANCE

Sec. 1-1. Purpose and authority.

The purpose of this Solid Waste ordinance is to provide the City of Waterville with the legal authority to control the handling of solid waste generated within its borders and to promote the public health, safety and general welfare. This may include the requirement that all commercial and noncommercial haulers of solid waste generated within the borders of the city be licensed. This ordinance is enacted in accordance with the authority granted to the City in within State law under Title 30-A, Section 3001 and Title 38, Section 1304.

Sec. 1-2. Compliance required.

No person, corporation or legal entity shall dispose of solid waste in any manner which is contrary to the provisions of this ordinance. Effective September 8, 2014, all residential waste shall be disposed of in specially designated Pay-As-You-Throw (PAYT) bags.

Sec. 1-3. Definitions.

The following definitions shall apply in the interpretation and enforcement of this ordinance:

Acceptable solid waste: Residential solid waste including ~~all residential and commercial waste~~ contained in specially designated Pay-As-You-Throw (PAYT) bags except as shown below:

- Any appliance employing electricity, natural gas or any liquefied petroleum gas to supply heat or motive power to preserve or cook food, to wash clothing, dishes, kitchen utensils, glasses or other related items or to cool or heat air or water, more commonly called white goods;
- Bulky waste, such as household furnishings, mattresses or other large objects;
- Any electronic device containing printed circuit boards, capacitors, resistors or transistors that is not included in the definition of white goods;
- Demolition or construction debris;
- Abandoned motorized vehicles: Any self-propelled vehicle including motorcycles, construction and farm vehicles and other off-the-road vehicles;
- Liquid wastes, or sludges, or septic tank wastes;
- Hazardous or other special wastes as those terms may be defined by federal and state law;
- Dead animals or portions thereof; other pathological or biological wastes;
- Water treatment residues;
- Tree stumps, meaning the base section of a tree exceeding eight (8) inches in diameter and containing roots and soil;
- Waste oil;
- Propane tanks and cylinders
- Motor vehicle batteries of all types
- Sand and gravel
- ~~A load of commercial waste less than four thousand (4,000) Btu's per pound;~~

- Tires;
- Full cans of paint (open paint cans with dry paint - - latex only- - residue are acceptable);
- ~~Bulky waste items such as furniture, rugs, garden hoses;~~
- Plastic pool liner, plastic "kiddie" pools, and other items too large to process at the waste to energy facility;
- Brush and tree limbs;
- Hot ashes;
- Pesticides, cleaning solvents, pool chemicals, wet paint and other toxic, poisonous or hazardous materials;
- Potentially reactive chemicals such as muriatic acid; and
- Other items that present a danger to public works employees or to residents of the community or are unacceptable at the waste to energy facility, as determined by the public works director.

All of the above described items are to be considered as unacceptable solid waste.

Department of Public Works: A department of the City of Waterville.

Dwelling unit: Any part of a structure which, through purchase or by lease, is intended for human habitation.

Municipal hauler: The department of public works of the City or a contracted agent.

Municipal officers: Waterville City Council.

Municipality: The City of Waterville.

Public Trash Receptacles: Any receptacle located on public property and maintained by the City.

Recycle: To recover, separate, collect and reprocess waste materials for sale or reuse other than as fuel for the solid waste disposal facility.

Solid waste: shall have the same definition as set forth in Title 38 MRSA Section 1303(C)(29) as the same may be amended from time to time.

Solid waste disposal facility: A facility for the disposal of solid waste by means of incineration at the disposal facility located in Orrington, Maine, and operated by the Penobscot Energy Recovery Corporation or any successor thereto.

Solid waste facility: A waste facility that will provide for the transfer of acceptable solid waste generated by the municipality and authorized municipalities to a solid waste disposal facility as well as provide for the handling of solid waste for the purpose of recycling.

Source separation: The preparation of materials that have been determined to be recyclable by separation from solid waste at the point of delivery to the solid waste facility or by separation previously at the point of generation and so delivered to the solid waste facility.

Sec.1-4. Administration.

(a) The Department of Public Works shall have the responsibility for the administration of the collection of acceptable solid waste. All or a portion of all the responsibilities set forth above

may be assigned to entities other than the department of public works, by contractual arrangements approved by the municipal officers.

(b) The Department of Public Works shall have the responsibility and authority to provide rules and regulations for the collection of acceptable solid waste at dwelling units within the boundaries of the municipality. Such rules and regulations must be reviewed and approved by the municipal officers. If any of the aforementioned responsibilities are contracted for, the contractor must adhere to the following rules for operation and collection.

1) Only acceptable solid waste (as defined in Section 1-3) shall be collected and must be contained in specially designated Pay-As-You-Throw (PAYT) bags. Weight must not exceed reasonable tolerance levels of the bag and shall not under any circumstance exceed fifty (50) pounds.

~~2) Waste shall only be collected from city residences.~~

3) 2) Waste shall only be collected from either private single family residences or from apartment buildings of four (4) units or less.

4) 3) No waste shall be collected from any nonresidential parcel, which would include parcels containing offices, hotels, stores, manufacturing plants, restaurants, produce houses, food processing plants, or any other business activity. ~~Trash~~ Waste will be collected on parcels with mixed uses for the residential portion of the property only. Mixed use is defined as parcels containing both business and residential. The business use must make other arrangements for its trash collection.

5) 4) All waste to be collected shall be placed at the curb or on the esplanade between the sidewalk and the gutter no earlier than 5:00 p.m. the day before and no later than 7:00 a.m. on the scheduled collection day. Empty containers shall be removed from sidewalk or curb on the same day waste is removed.

6) 5) No return calls shall be made if waste is not set out for collection on time.

7) 6) No employee of the department of public works is permitted to go into any private yard or building to collect the waste, nor will they return the empty container to any place other than the curb or sidewalk.

~~8) All containers shall be made of either plastic or metal, contain two (2) handles, and shall be of such size that one (1) member of the crew can easily handle the container when full of waste. It is acceptable to place waste out in plastic bags without a trash container. The weight any trash containers must not exceed the maximum weight of fifty (50) pounds.~~

~~9) Containers of any type other than specified above shall not be returned. Paper bags, cloth sacks, burlap bags, corrugated paper cartons, etc. which are used as containers will not be returned but will be taken along with the waste, and shall not exceed the maximum size and weight prescribed above.~~

~~10) Empty containers shall be removed from sidewalk or curb on the same day waste is removed.~~

11) 7) It shall be the responsibility of the residents to prevent waste or recycling from being strewn or blown about the street prior to being collected.

12) 8) For the proper disposal of medical items called, "sharps," such as hypodermic needles, syringes, etc., residents are required to use either a "sharps container", purchased at a medical supply store, or use an empty rigid plastic bottle, such as liquid laundry soap or an anti-freeze container. The discarded sharps shall be placed directly into leak-resistant containers, without clipping or breaking. These containers shall be taped closed or tightly lidded to preclude loss or leakage of contents.

9) Unacceptable solid waste, as defined in Section 1-3 of this ordinance, shall not be placed or deposited by the occupant of a dwelling unit anywhere on property on which a dwelling unit is situated for a period of time in excess of the period of time necessary to arrange for disposal by an authorized private contractor. Failure to remove said unacceptable solid waste within one (1) week of a written request by the code enforcement officer shall be considered a violation of this article, and such failure to act shall constitute a nuisance. The occupant of a dwelling unit who shall cause, permit or suffer solid waste, acceptable and unacceptable, to be dispersed onto the property of others shall be considered a violation of this article, and such act shall constitute a nuisance.

10) Any individual, corporation or other legal entity that deposits, places or disperses solid waste, acceptable or unacceptable, on private property not owned or occupied by the individual, corporation or other legal entity or on public property or town ways shall constitute a violation of this ordinance.

Sec. 1-5. Solid waste facility; Solid waste disposal facility.

(a) The City shall, in accordance with the provisions of Title 38 MRSA Section 1304-B and Title 38 MRSA Section 2101 et seq. as said statutes may be amended from time to time, provide and designate a specific solid waste facility that will receive and process acceptable solid waste. Such a facility will facilitate the transference of acceptable solid waste for the purpose of being conveyed to a designated solid waste disposal facility. This designation of a solid waste facility may also include a facility that is used for the purpose of gathering and the separation of recyclable solid waste; additionally, the municipality may also provide or designate facilities to handle certain kinds of unacceptable solid waste, such as but not so limited to demolition debris, yard debris, tree limbs and bushes, white goods, brown goods and tires; and in providing for such certain unacceptable solid waste, the municipal officers may designate disposal facilities that are beyond the borders of the solid waste facility and of the municipality.

~~(b) The deposit of acceptable solid waste and/or unacceptable solid waste by any municipal hauler, commercial hauler or unlicensed hauler at any place other than at the designated solid waste facility, or the solid waste disposal facility, shall be considered a violation of this article, and such act shall constitute a nuisance; except, however, the owner of any lot or any person or persons with the permission of a lot owner may deposit or dump such inert solid waste as earth, rocks, ledge, concrete or similar material for the sole purpose of providing fill for the lot.~~

~~(c)~~ (b) The municipality hereby designates as its acceptable solid waste disposal facility the Penobscot Energy Recovery Corporation Facility, Orrington, Maine its successors and assigns for the purpose of disposing of solid waste by means of incineration. For purposes of this ordinance, the municipality designates Pine Tree Waste – Capital Transfer as the established solid waste facility serving City residents and commercial haulers. The City also designates Ecomaine of Portland, Maine as its resource recovery facility for removal of acceptable items from the waste stream for the purpose of recycling.

Sec. 1-6. Transporting solid waste.

(a.) All vehicles that are used to transport solid waste, both acceptable and unacceptable, whether they are vehicles of the municipality or commercial haulers shall have the solid waste being transported so packed and contained in the vehicle that there is no reasonable probability or likelihood that any of the solid waste can or will be scattered or dropped from the vehicle while in the process of transporting to the solid waste facility. If any solid waste is scattered, dropped or deposited in any manner on any town way or private way or on any public property or private property, except with the consent of the owner, shall be considered a violation of this article. Proof of any dropping, scattering or deposit of solid waste while in transit shall, in and of itself, be considered prima facie evidence that such materials were not properly packed or contained as required by this article.

~~(b.) Unacceptable solid waste, as defined in Section 1-3 of this ordinance, shall not be placed or deposited by the occupant of a dwelling unit anywhere on property on which a dwelling unit is situated for a period of time in excess of the period of time necessary to arrange for disposal by an authorized private contractor. Failure to remove said unacceptable solid waste within one (1) week of a written request by the code enforcement officer shall be considered a violation of this article, and such failure to act shall constitute a nuisance. The occupant of a dwelling unit who shall cause, permit or suffer solid waste, acceptable and unacceptable, to be dispersed onto the property of others shall be considered a violation of this article, and such act shall constitute a nuisance.~~

~~(c.) Any individual, corporation or other legal entity that deposits, places or disperses solid waste, acceptable or unacceptable, on private property not owned or occupied by the individual, corporation or other legal entity or on public property or town ways shall constitute a violation of this ordinance.~~

Sec. 1-7. Credit for tonnage.

It shall be the responsibility of the commercial hauler to ensure that the municipality is given proper credit at the solid waste facility or the solid waste disposal facility for all acceptable solid waste collected from within the borders of the municipality and delivered to the designated solid waste facility by said commercial hauler.

Sec. 1-8. Responsibilities of the hauler.

A commercial hauler shall be held fully responsible for the presence of unacceptable solid waste in any load delivered by the commercial hauler to the designated solid waste facility. In the event that the commercial hauler disposes of any unacceptable solid waste at the designated solid waste facility, such unacceptable solid waste shall be immediately removed from the designated facility by the commercial hauler at the hauler's expense.

Sec. 1-9. Violations and penalties.

Violations of any of the provisions set forth in this ordinance shall be in accord with the civil penalties provided for in Section 2-9 of the Administrative Ordinance of the City of Waterville. The office of code enforcement and the police department shall be responsible for the enforcement of the provisions of this article.

Waterville City Council
Effective: March 23, 2007
(Ordinance 02-2007)