



# THE CITY OF AUGUSTA

DAVID M. ROLLINS, MAYOR

CITY COUNCIL

MARCI A. ALEXANDER  
JEFFREY M. BILODEAU  
ANNA D. BLODGETT  
LINDA J. CONTI

DAREK M. GRANT  
DALE McCORMICK  
CECIL E. MUNSON  
PATRICK E. PARADIS

WILLIAM R. BRIDGEO  
CITY MANAGER

## INFORMATIONAL MEETING AGENDA

JUNE 23, 2016

CITY HALL (COUNCIL CHAMBERS)

IMMEDIATELY FOLLOWING SPECIAL BUSINESS MEETING

**A. Items for discussion submitted by the City Council and/or the City Manager:**

1. Naming Cony Track in Honor of Taylor Harmon – Councilor Bilodeau
2. AARP Age Friendly Community Grant Application – Councilor Blodgett
3. Proposed Bedbug Ordinance – City Manager
4. Police Department ATV Enforcement Grant – City Manager
5. Grounds Maintenance for Airport (cont.) – City Manager
6. Recommendations for Disposition of Various Properties – REO Committee
7. Rezoning a Portion of Riverside Drive – City Manager

**B. Persons wishing to address the City Council who have submitted a formal request in accordance with Section 2-61 of the Code of Ordinances:**

**C. Open comment period for any persons wishing to address the City Council.**

## Bedbugs

- a) Purpose. Bedbugs are hereby declared to be a public nuisance subject to the abatement provisions of this Section. All property owners and or tenants of any multi-unit rental building shall take appropriate actions to prevent and or eliminate any bedbug complaints.
- b) Definitions. As used in this section, unless the context otherwise indicates, the following terms shall have the meanings indicated:
1. “Day” is defined as a business day.
  2. “Infestation” is defined as the visible presence of active bedbugs in a dwelling unit.
  3. “Landlord” is defined in this section as the owner of any multi-unit rental building
  4. “Pest control agent” means a commercial applicator of pesticides certified pursuant to 22 M.R.S.A. § 1471-D.
  5. “Reasonable notice” means notice as set forth in 14 M.R.S.A. § 6025.
- c) Landlord duties. A landlord has the following duties:
1. Upon written or oral notice from a tenant that a dwelling unit may have a bedbug infestation, the landlord shall, within two (2) days, conduct an inspection of the unit for bedbugs.
  2. If, upon inspection, a bedbug is found ~~or reasonably suspected~~ anywhere in a dwelling unit, the landlord shall, within one (1) day, contact a pest control agent pursuant to Subsection (c)(3).
  3. A landlord shall take reasonable measures to effectively identify and treat the bedbug infestation as recommended by a pest control agent. The recommendation to treat the dwelling unit and the plan to decontaminate the people affected and their personal property must be provided to the landlord and received by the City within five (5) days of contacting the pest control agent. The landlord shall employ a pest control agent that carries current liability insurance to promptly treat the bedbug infestation, including ~~decontamination any bedbugs on~~ individuals and personal property. The landlord shall notify the City within two (2) days of any abatement measures recommended by the pest control agent. If the City determines such abatement measures to be insufficient to abate the infestation, the City may immediately require additional abatement to ensure that no further infestation is detected. The landlord shall maintain a written record of the pest control measures performed by the pest control agent on the dwelling unit. The record shall include reports and receipts prepared by the pest control agent. The record shall be maintained for three (3) years and shall be open to inspection by authorized City personnel.

4. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if an adjacent unit or units are currently infested with or are being treated for bedbugs. Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent or an adjacent unit or units were inspected for a bedbug infestation and found to be free of a bedbug infestation.
5. A landlord may not offer for rent a dwelling unit that the landlord knows or suspects is infested with bedbugs.
6. A landlord shall offer to make reasonable assistance available to a tenant who is not able to comply with requested bedbug inspection or control measures under Subsection (d)(3), including but not limited to providing ~~an un~~contaminated a bedbug-free location in which to reside while ~~decontamination-treatment~~ procedures are ongoing, if necessary.
7. The landlord shall be responsible for all costs of ~~decontamination-treatment~~ of the tenant any other people contaminated at the property and all personal property. This includes the cost of transportation to a ~~decontamination-treatment~~ facility.
8. In addition to any penalties authorized under this section, if a landlord fails to comply with the obligations under this subsection:
  - i. The City or a designated agent may enter the property and may act to abate the infestation in compliance with this section. To recover any actual and direct expenses incurred by the City in the abatement of infestation, the City may: (1) file a lien on the real estate on which the infestation is located; or (2) assess a special tax on the real estate on which the infestation is located, which amount shall be included in the next annual warrant to the tax collector of the City for collection in the same manner as other City taxes are collected;
  - ii. The building in which the infestation is located shall be deemed to be unsanitary, a hazard to health and safety, unsuitable or improper for occupancy, and otherwise dangerous to life or property for purposes of 17 M.R.S.A. § 2851.

d) Tenant duties. A tenant has the following duties:

1. A tenant shall promptly notify a landlord when the tenant knows of or suspects an infestation of bedbugs in the tenant's dwelling unit and shall not attempt to treat the infestation himself/herself.
2. Upon receiving reasonable notice, including reasons for and scope of the request for access to the premises, a tenant shall grant the landlord of the dwelling unit, the landlord's agent, the landlord's pest control agent and its employees, or authorized City personnel access to the unit for purposes of an inspection for or control of the infestation of bedbugs. The initial inspection may include only a visual inspection and manual inspection of the tenant's bedding and upholstered furniture. Employees of the pest control agent may inspect items other than bedding and upholstered

furniture when such an inspection is considered reasonable by the pest control agent. If the pest control agent finds bedbugs in the dwelling unit or in an adjoining unit, the pest control agent may have additional access to the tenant's personal belongings as determined reasonable by the pest control agent.

3. Upon receiving reasonable notice, a tenant shall comply with reasonable measures to eliminate and control a bedbug infestation as set forth by the landlord, the pest control agent and the city. A tenant that is proven to have failed to comply with reasonable measures to control the infestation may be held responsible for any ongoing infestation treatment.
- e) General penalty. A landlord or tenant who fails to comply with the provisions of this section shall be subject to the penalty set forth in Chapter 1, Article III, General Penalty of this Code.

# *Memorandum*

**To:** William R. Bridgeo, City Manager

**From:** Chief Robert C. Gregoire

**Date:** June 6, 2016

**Re:** Council Order

I respectfully request that the following Council Order appear at the next regularly scheduled City Council business meeting for the application approval to Inland Fisheries for the 2016 Fall ATV Enforcement Grant in an amount not to exceed \$6,000.00. There is an in-kind match requirement of the 1,900.00 which is met with the use of the departmental ATV, fuel and the supervisor's time administering the grant.

BE IT ORDERED. That the City Manager is authorized to accept grant funding in an amount not to exceed \$6,000.00 from Inland Fisheries & Wildlife for the 2016 Fall ATV Enforcement Grant. Grant funding will be utilized to provide directed ATV Patrol and Enforcement.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between the State of Maine, acting by and through its Department of Transportation with a principal office at 16 State House Station, Augusta, ME 04333-0016 (“MaineDOT”) and the City of Augusta with a principal office at 16 Cony Street, Augusta, ME 04330 (the “City”).

### I. RECITALS

1. The City of Augusta, a municipal corporation with a principal office at 16 Cony Street, Augusta, ME (the “City”) owns and operates the Mt Hope Cemetery (the “Cemetery”). The Cemetery has approximately 1.0 acre of trees and a few individual trees that penetrate the Runway 26 approach and the Runway 8-26 transitional surfaces. Such trees are located, in part, in an approximately 0.07 acre area within the Northerly area of the Cemetery as shown on Exhibit A.
2. The State of Maine owns the Augusta State Airport (“Airport”) situated in the City of Augusta adjacent to the Cemetery, where the MaineDOT needs to remove trees. The 0.07 acre area is located 200 feet, more or less, right of a 500’ extended approximate centerline (Elevations 360 and 370) as shown on Exhibit A, a plan entitled “TERPS 20:1 Visual Approach Surface and 20:1 Threshold Siting Surface Analysis Runway 26”, Augusta State Airport Obstruction Analysis as done by Stantec Consulting Services, Inc. Project 195210323 dated November 2009, on file at MaineDOT’s offices in Augusta, Maine.
3. The City is willing to grant the MaineDOT a temporary right to enter onto the Cemetery for the purpose of tree trimming/removal under the terms and conditions set forth below.

### II. AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City hereby authorizes MaineDOT to remove certain trees that are on the Northerly side of the Cemetery as labeled “Cemetery Property Select Tree Removal Area 0.07 Ac” on Exhibit A (the “Tree Removal Area”). The MaineDOT shall mark and survey the trees to be removed, either by individual mark or outline. MaineDOT shall be the sole arbiter of which trees are to be removed and the manner and means of their removal. Upon removal, the City shall be responsible to retard or prevent their regrowth.
2. The MaineDOT shall access the trees to be removed by means through the Cemetery. The MaineDOT shall give City (fourteen) calendar days’ notice prior to the date when the MaineDOT or its contractor intends to enter the Cemetery to perform the activities permitted under this Agreement.
3. Upon request by the City, the MaineDOT will do reasonable re-planting, at its expense, of low growth native shrubs after removal of trees from the Cemetery. In areas where MaineDOT performs work in accordance with this agreement, MaineDOT will ensure that slope stabilization is maintained along the Cemetery as needed using best environmental practices.

4. The MaineDOT, at its expense, shall promptly repair and restore any and all areas disturbed, damaged and/or destroyed as a result of the MaineDOT's exercising its rights under this Agreement, including, grading, loaming and re-seeding the affected surface areas. Should MaineDOT, in the opinion of the City, neglect to repair and restore such areas to the satisfaction of the City, the City shall provide the MaineDOT with written notice of damage to the Cemetery caused by the MaineDOT's activities under this Agreement, MaineDOT shall have a reasonable period of time not to exceed fourteen (14) days from the receipt of such notice to repair such damage. Should MaineDOT fail to repair such damage within a reasonable period of time not to exceed fourteen (14) days the City may, after written notice to the MaineDOT, repair such damage and the MaineDOT shall reimburse the City for all reasonable expenses actually incurred by the City in performing such repair.

5. The MaineDOT agrees that all work and activities performed pursuant to or under authority of this Agreement shall be done in accordance with all applicable federal, state and local laws and regulations, and with minimum of interference with the City's operation of Cemetery.

6. The City agrees that it will not, without Federal and State approval, place or permit any structures, obstructions or land uses in the vicinity of the Airport that are, or could be, incompatible or in conflict with, or in violation of, FAA Part 77 surface regulations or other FAA orders, directives, advisories or guidelines, and that it will maintain existing land use restrictions established in the vicinity of the Airport in accordance with FAA Grant Assurances.

7. Nothing herein is intended to, or shall be construed to waive any defense, immunity or limitation of liability that may be available to the City or MaineDOT, or any of their officers, agents or employees under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

8. The term of this Agreement is for a period of ten (10) years from the date of execution by both parties. This Agreement shall not be renewable except by mutual written agreement of the parties.

9. MaineDOT and City contacts under this Agreement are as follows:

Maine Department of Transportation  
Attn: Director of Planning  
16 State House Station  
Augusta, ME 04333-0016

City of Augusta  
Attn: William Bridgeo, City Manager  
16 Cony Street  
Augusta, ME 04330

10. This Agreement permits the limited, temporary entry onto the Tree Removal Area for the reasons cited above, and nothing in this Agreement shall be construed as a grant of a

property right or possessory interest in the Tree Removal Area. However, should title to the real estate subject to this agreement be transferred by the City to a third party during the effective period hereof, including any extensions, the City agrees to obligate such third party transferee hereto by appropriate language to be included in any instrument of conveyance.

11. This Agreement may be modified by written agreement of the parties.

In witness whereof, this **Memorandum of Agreement** has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by its duly authorized representatives.

City of Augusta

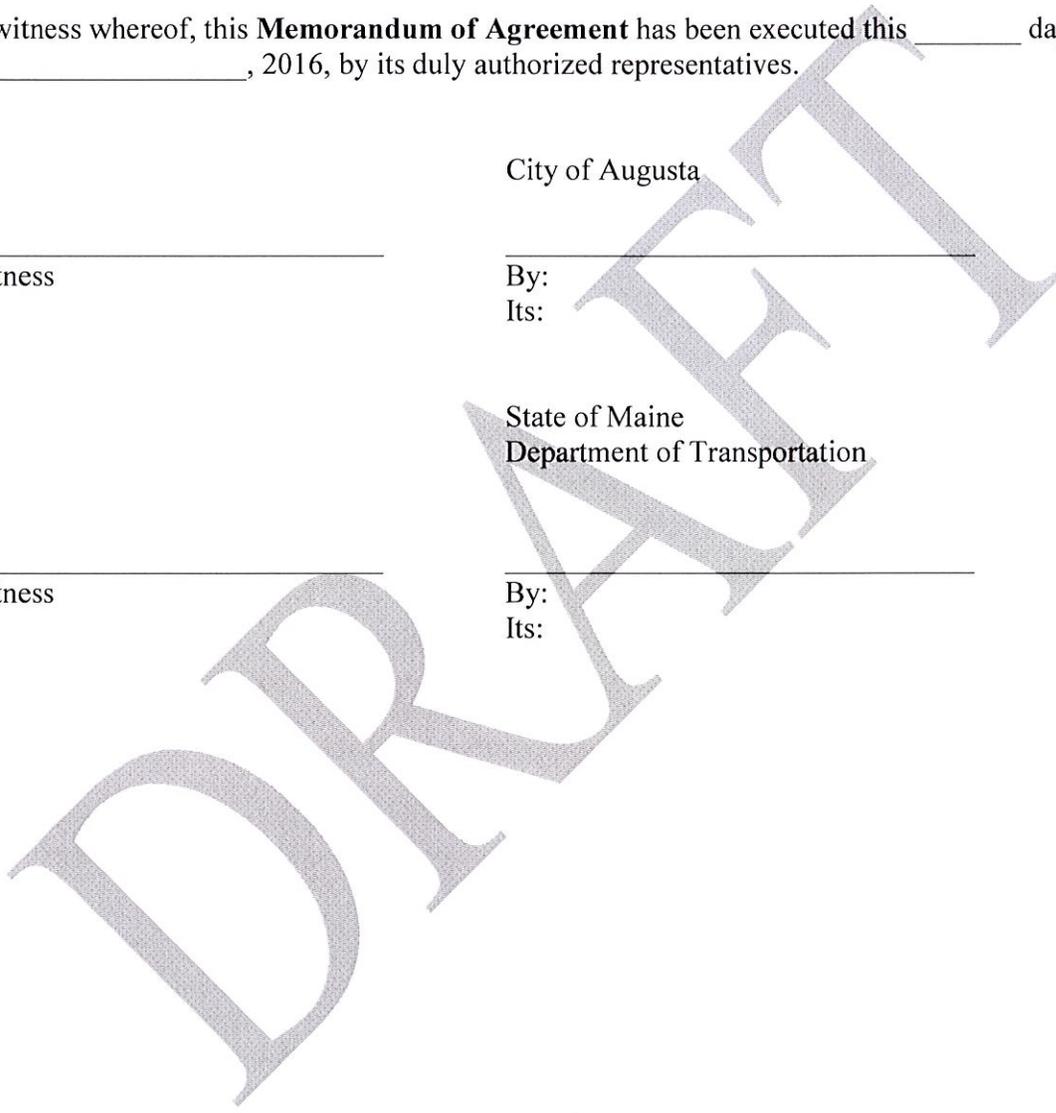
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Witness

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

State of Maine  
Department of Transportation

\_\_\_\_\_  
Witness

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



**Stantec**  
 1000 Centre Street, Suite 200  
 Portland, ME 04102  
 Tel: 207.725.2121  
 Fax: 207.725.2124  
 www.stantec.com

**PROJECT INFORMATION**  
 PROJECT NAME: AUGUSTA STATE AIRPORT  
 PROJECT NUMBER: AUGUSTA STATE AIRPORT  
 PROJECT LOCATION: AUGUSTA, MAINE  
 PROJECT PHASE: VISUAL AREA APPROACH SURFACE AND 250' THRESHOLD SITING SURFACE ANALYSIS - RUNWAY 26

**DATE**  
 DATE OF ISSUE: 12/15/2011  
 DATE OF PREVIOUS EDITION: 11/15/2011

**SCALE**  
 SCALE: 1" = 100'

**LEGEND**

- APPROACH SURFACE
- 250' THRESHOLD SITING SURFACE
- EXISTING OBSTACLES
- PROPOSED OBSTACLES
- PROPOSED OBSTRUCTION LIGHT

**TABLE**

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**PROJECT INFORMATION**  
 AUGUSTA STATE AIRPORT  
 OBSTRUCTION ANALYSIS  
 AUGUSTA, MAINE  
 TERPS 220  
 VISUAL AREA APPROACH SURFACE  
 AND 250' THRESHOLD SITING SURFACE  
 ANALYSIS - RUNWAY 26  
 DATE: 12/15/2011  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1" = 100'  
 SHEET NO.: C-120 OF 26 0

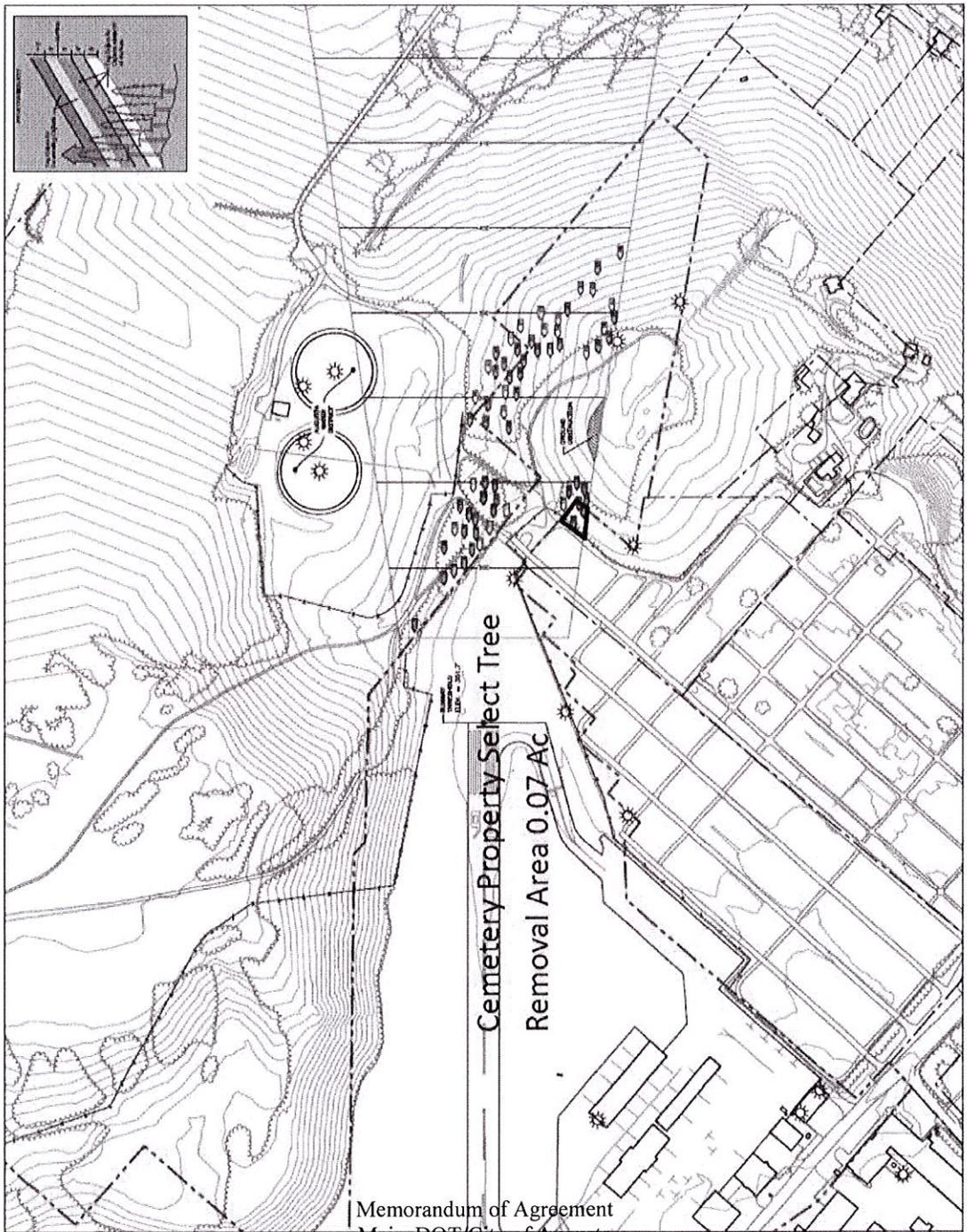


Exhibit A



**Real Estate Owned Committee Meeting Minutes**  
**June 16, 2016 PM**  
**Augusta City Center**  
**Conference Room D**

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The Real Estate Owned Committee minutes of the June 16, 2016 meeting are below. The meeting was called to order by Committee Member Councilor Dale McCormick at 5:03 PM. Those in attendance were:

Anna Blodgett, City Councilor, Ward 4  
Dale McCormick, City Councilor at Large  
Dan Nichols, Staff to Committee

Absent: Committee Chair, Councilor Jeffrey Bilodeau

**Item 1.** *110 Northern Avenue*

Property history: we have had this in our inventory since February 20, 2015. It is a vacant 2 unit, 2 story apartment building on a small in town lot (.46 acres). Since then, we have torn down the garage/barn hoping to attract buyers and improve the safety of the building. We have attempted to give the building to the Augusta Housing Authority, and they passed. We held a public auction on August 25 with Keenan Auction Company with no bidders. We held a sealed bid opening on December 9, 2015 with no bidders.

There has been an offer made on the property in the amount of \$4,000.00 from Roger Mackbach, a neighbor living in an abutting apartment building with his wife and 4 children. The Committee recommends accepting his offer subject to the following conditions:

SUBJECT TO the following restrictions, covenants, conditions, reservation and right of reverter:

- 1.) No additional parking area is to be developed on the within conveyed premises;
- 2.) The renovations to the building must begin within six (6) months from the date of this deed;
- 3.) A Certificate of Occupancy must be issued within eighteen (18) months from the date of this deed;

- 4.) The within grantee must provide the City of Augusta with proof of its financial ability to complete the project and meet sales criteria, such proof to be satisfactory to the City of Augusta, in its sole discretion prior to the transfer of ownership; and
- 5.) Should the expected performance criteria enumerated as 3, 4 and 5, hereinabove not be met, title to the within conveyed premises shall revert to The City of Augusta, such reverter of title to be evidenced by the recording of a Quitclaim Deed without Covenant from the grantee to the City of Augusta, which said deed shall be executed contemporaneously herewith and held in escrow by the City of Augusta and either recorded or, if such performance criteria are met, shall be returned to the grantee, within two (2) years of the date hereof.

The first restriction or covenant enumerated hereinabove shall be permanent and run with the land, forever, and the remaining four enumerated conditions, reservations and right of reverter shall be extinguished in accordance with their terms and no later than two (2) years from the date of this deed.

The City of Augusta explicitly reserves for itself and its assigns the right to enforce all of the above-described covenants by equitable means.

Property size: .46 acre

Property assessed value: \$81,900.00

Unpaid tax balance: 2015, 2014, 2013 \$4,939

Demolition Costs: \$8,900.00 (barn only)

Committee recommendation: To accept Mr. Mackbach's offer with conditions as forth above.

**Item 2. 5 Mayflower Road:**

Property history: This is a single family home most recently occupied by Harold Savage, the property owner and his son. Property is in very poor condition due to hoarding by both the Savages. Property would be a total rehab, inside and out.

Property Size: .24 acres

Property Assessed Value: \$112,000

Unpaid Tax Balance: 2014, 2015, 2016 totals \$5,973.50

Committee Recommendation: Authorize the City Manager to engage the services of a local Realtor for a period of 6 months, and if no sale is consummated, the REO Committee would reevaluate its options at the end of the term listing agreement. All Agreed.

**Item 3.** *6 Amanda Lane:*

Property history: David Mills, the former owner is currently in a nursing home and the building is vacant. It consists of a second floor living quarters, with the first floor beginning to be renovated for a one bedroom apartment. There is also an outbuilding used for storage of that has little or no value, and a mobile home rental lot with a mobile home belonging to Richard Arbour.

Property Size: 5 acres

Property Assessed Value: \$123,700

Unpaid Tax Balance: \$5,925.54

Committee Recommendation: Authorize the City Manager to engage the services of a local Realtor for a period of 6 months, and if no sale is consummated, the REO Committee would reevaluate its options at the end of the term listing agreement. All Agreed.

**Item 4.** *111 Cony Street:*

Property History: originally known as the Atlantic Hose House, the building is currently in poor repair. Most recently the building has been referred to as the "Cony Pride Building" where various athletic and extra curricular activities by Cony High School student were held and storage of unused and outdated athletic equipment was stored. Due to the building's current condition, it is empty. The windows have been boarded up for several years, the roof has multiple leaks, sheetrock and tile ceiling have fallen down, the 1<sup>st</sup> and 2<sup>nd</sup> and northwest corner, there is a musty odor from moisture in the building due to roof leaks, and floors have weakened due to continuous water infiltration.

Property Size: .06 acre

Property Assessed Value: \$53,000

Committee Recommendation: Offer the land and building to the abutters, Paul Carrier and Liz Soares, with the stipulation that they raze the building within 60 days of purchase and reclaim the site to the satisfaction of the City's Code Enforcement Office. If that option fails, contact Gary Violette and determine his plan for the property abutting the west side of 111 Cony Street. If possible, combine the two lots into one, and transfer ownership to the Augusta Housing Authority for the construction of a 4 unit apartment building. The third option is for the City to raze the building and attempt to sell to Carrier/Soares. Estimated cost for demolition - \$16,000-\$22,000.

There being no further business, the meeting adjourned at 5:53 PM.

Respectfully submitted,

Daniel A. Nichols  
Staff to committee

**City of Augusta, Maine**  
DEPARTMENT OF DEVELOPMENT SERVICES

AUGUSTA STATE AIRPORT  
CODE ENFORCEMENT  
ECONOMIC DEVELOPMENT



ENGINEERING  
FACILITIES & SYSTEMS  
PLANNING

Memo

To: Planning Board

From: Matt Nazar, Director of Development Services

Date: June 20, 2016

Re: Riverside Drive mobile home park rezoning

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The Planning Board held a public hearing to rezone an area on Riverside Drive from PD2 and RBV to RB1. That's two mixed use districts being converted to a primarily residential district. The reason for this recommendation is that the land owner wishes to expand the existing land lease community on Riverside Drive in the same manner he proposed to expand it in 2007, but that the current zoning does not allow. Land lease communities are not allowed in PD2 or RBV.

The rezoning to RB1 would allow Land Lease Communities (often called mobile home parks), and enable the landowner to pursue the approval he received in 2007 but did not build to the economy collapsing.

The Planning Board recommended unanimously that the rezoning take place, as presented on the attached map. Staff will provide a more professional map for the Business Meeting when this issue gets to that point, but due to time constraints was unable to finalize a better map.