

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
MARCH 18, 2014**

6:00 p.m. Executive Session - To discuss Acquisition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

6:30 p.m. Executive Session - To discuss Acquisition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Acceptance of minutes of the meetings of February 25 and March 4, 2014.

Public Comment period - Any member of the public may make comments regarding issues pertaining to Lewiston City Government (maximum time limit is 15 minutes for all comments)

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 6.

REGULAR BUSINESS:

1. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Derby Athletic Association, 37 Park Street.
2. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Davinci's, 150 Mill Street.
3. Public Hearing and Final Passage for the conditional rezoning of the property at 1 Walnut Street from the Downtown Residential (DR) District to the Centreville (CV) District.
4. Public Hearing and Final Passage for an amendment to the conditional rezoning agreement for the property at 170 Summer Street.
5. Public Hearing and First Passage regarding an amendment to the Buildings and Building Regulations ordinance regarding the property maintenance code and heat supply.
6. Public Hearing and First Passage regarding amendments to the Elections ordinance for the redistricting of city ward boundary lines.
7. Amendments to the Parking Fees Policy regarding parking garage rules.
8. Condemnation Hearing for the building located at 112 Holland Street.
9. Order of Condemnation for eminent domain proceedings for acquisition of a trail easement crossing the property at 44 Strawberry Avenue.
10. Resolve supporting the development of a multi-use recreational trail from Lewiston to Lisbon generally utilizing the Lewiston Lower Rail Corridor.
11. Resolve receiving the Downtown Circulation Study and accepting its recommendation in modified form.
12. Order accepting the donation of the property located at 69 Fenwick Street.

13. Order authorizing the City Administrator to execute a new Collective Bargaining Agreement with the Maine Association of Police, Lewiston Patrol Unit.
14. Order authorizing the City Administrator to execute a new Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, Professional Technical (Pro Tech) Unit, Local 3855.
15. Order authorizing the City Administrator to execute a new Collective Bargaining Agreement with the Maine State Employees Association (MSEA) on behalf of the Lewiston Unit.
16. Reports and Updates.
17. Any other City Business Councilors or others may have relating to Lewiston City Government.

LEWISTON CITY COUNCIL
MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. A

SUBJECT:

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

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Acquisition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. B

SUBJECT:

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

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmn

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Acquisition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Derby Athletic Association, 37 Park Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Derby Athletic Association, 37 Park 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 owners have been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to the Derby Athletic Association, 37 Park Street.

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

Date of Application: 3/5/2014 Expiration Date: 3/27/2015 License fee: \$116.00

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

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

****PLEASE PRINT****

Business Name: Derby Athletic Association Business Phone: 207-782-9282

Location Address: 37 PARK ST., LEWISTON, MAINE 04240

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

Mailing Address: Same

Contact Person: ROGER PLOURDE, PAUL ROY Home Phone: 449-0222
344-4585

Owner of Business: _____ Date of Birth: _____

Address of Owner: N/A

Manager of Establishment: ROGER PLOURDE/PAUL ROY Date of Birth: 12/1/1956

Owner of Premises (landlord): JUSTIN FLANNERY

Address of Premises Owner: 37 PARK ST, LEWISTON, MAINE

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): ROGER PLOURDE,
37 PARK ST, LEWISTON, ME.

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

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

Corporation Name: DERBY ATHLETIC ASSOC.

Corporation Mailing Address: 37 PARK ST.

Contact Person: ROGER PLOURDE Phone: 207 249 0722

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? Approx. 50 FT.

Please describe the type of proposed entertainment:

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

If new applicant, what is your opening date?: _____

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

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

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

Signature: [Signature] Title: Vice Pres Date: 2/18/14

Printed Name: ROGER PLOURDE

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

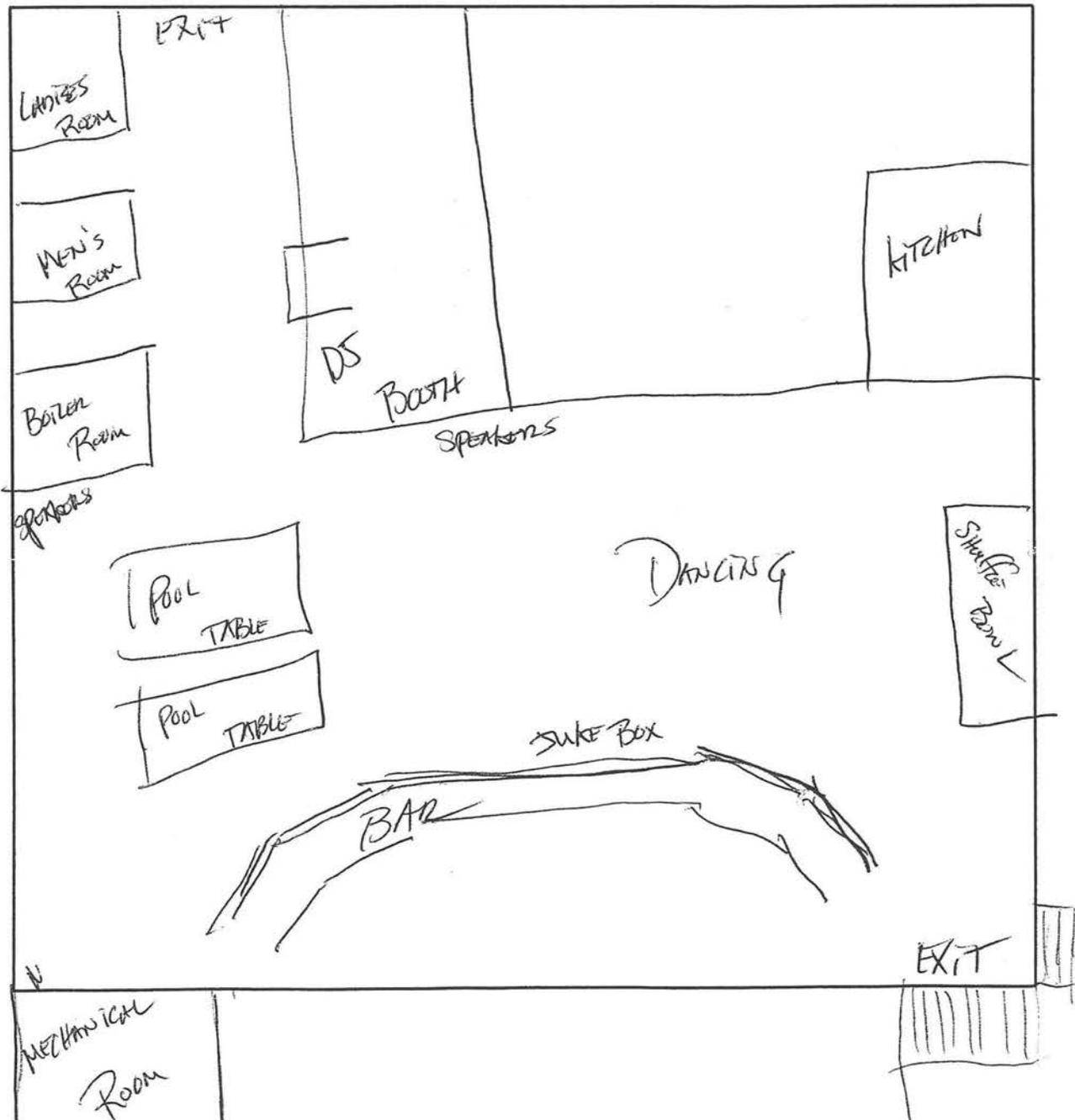
Sent to Police & Fire: _____

Hearing Date: _____ Approved by Council: _____ Vote No: _____

**SPECIAL AMUSEMENT PERMIT
SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM**

In an effort to clearly define your licensed premise and areas that the entertainment is allowed, the City of Lewiston is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram showing where in the facility the entertainment will be, the direction of any speakers and where the dance floor, if any will be located.



STATE OF MAINE
Liquor Licensing & Inspection Unit
164 State House Station
Augusta, Maine 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS

1. Exact Corporate Name: DERBY ATHLETIC ASSOC.
 Business D/B/A Name: SAME
2. Date of Incorporation: MARCH 27 1938
3. State in which you are incorporated: MAINE
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

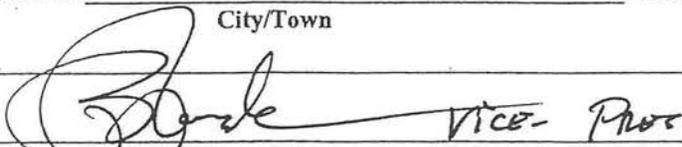
Name	Address Previous 5 Years	Birth Date	% of Stock	Title
PAUL ROY	183 OAK ST. LEW	5-15-55		PRESIDENT
CINDY GOSLANT	105 BLAKE ST. LEW	10-6-58		DIRECTOR
RICKY GAUDOTTE	104 BLAKE ST. LEW	1-4-56		DIRECTOR
ROGER PLOURDE	32 WALNUT ST. LEW	12-1-56		VICE-PRES.
TERRY TEMPLE	32 WALNUT ST. LEW	10-2-47		SEC. / TREAS.

6. What is the amount of authorized stock? _____ Outstanding Stock? _____
7. Is any principal officer of the corporation a law enforcement official? () YES (X) NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES (X) NO.
9. If yes, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____

Location: _____ Disposition: _____

Dated at: _____ On: _____
City/Town Date

 Vice- Pres Date: 3-6-2014
 Signature of Duly Authorized Officer

ROGER PLOURDE
 Print Name of Duly Authorized Officer



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: February 10, 2014

RE: Liquor License/Special Amusement Permit – **Derby Athletic Association**

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

Derby Athletic Association
37 Park Street



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

02/07/2014 DERBY

APT # YEAR MM DD TIME REASON ACTION CALL # SITE # VICINITY

[REDACTED]

2013 12 05 2152 POL-Liquor Laws Citation/Summons Issued 13-99629 286 N

[REDACTED]

LEWISTON CITY COUNCIL
MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Davinci's, 150 Mill Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Davinci's, 150 Mill 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.

ERB/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 Davinci's, 150 Mill Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 3/04/2014 Expiration Date: 4/14/2015 License fee: \$116.00

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

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

****PLEASE PRINT****

Business Name: Davinis Business Phone: 207-782-2308

Location Address: 150 Mill Street, Lewiston, ME 04240

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

Mailing Address: 150 Mill Street, Lewiston, ME 04240

Contact Person: Jules Patry Home Phone: 207-754-3926

Owner of Business: Jules Patry Date of Birth: 5/12/1958

Address of Owner: 84 Lisbon Street #4 Lewiston, ME 04240

Manager of Establishment: Lindy Fogg Date of Birth: 4/17/1976

Owner of Premises (landlord): Mill 2 Storehouse, LLC

Address of Premises Owner: 2 Great Falls Plaza, 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): Davinis
150 Mill Street, Lewiston, ME 04240

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

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

Corporation Name: Da Vinci's

Corporation Mailing Address: 150 Mill Street, Lewiston, ME 04240

Contact Person: Jules Patry Phone: 207-782-2308

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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? Bates Mill lofts

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list dinner theatre
- 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: President Date: 3/04/2014

Printed Name: Jules Patry

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

Sent to Police & Fire: _____

Hearing Date: _____ Approved by Council: _____ Vote No: _____

CITY OF LEWISTON, MAINE

Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

1. Exact corporate name: Davinci's

2. Date of incorporation: 01/15/1995

3. State in which you are incorporated: Maine

4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: _____

5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

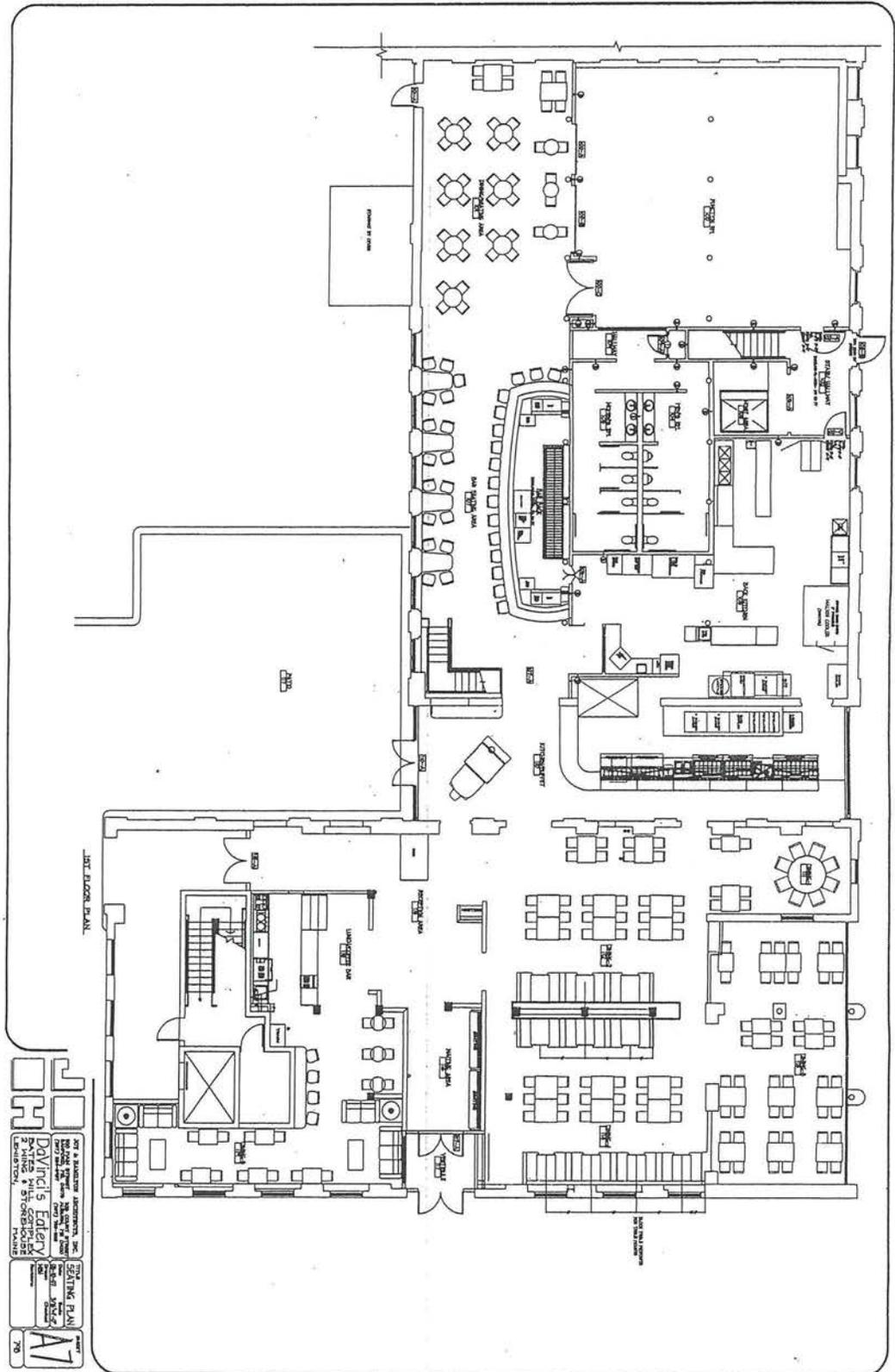
NAME	ADDRESS PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
Jules A. Pafny	84 Lisbon St #4 17 Hillview Lane Lewiston, ME 04240	5/12/1953	50%	President
Suzanne A. Pafny	84 Lisbon St #4 17 Hillview Lane Lewiston, ME 04240	8/14/1956	50%	Treasurer

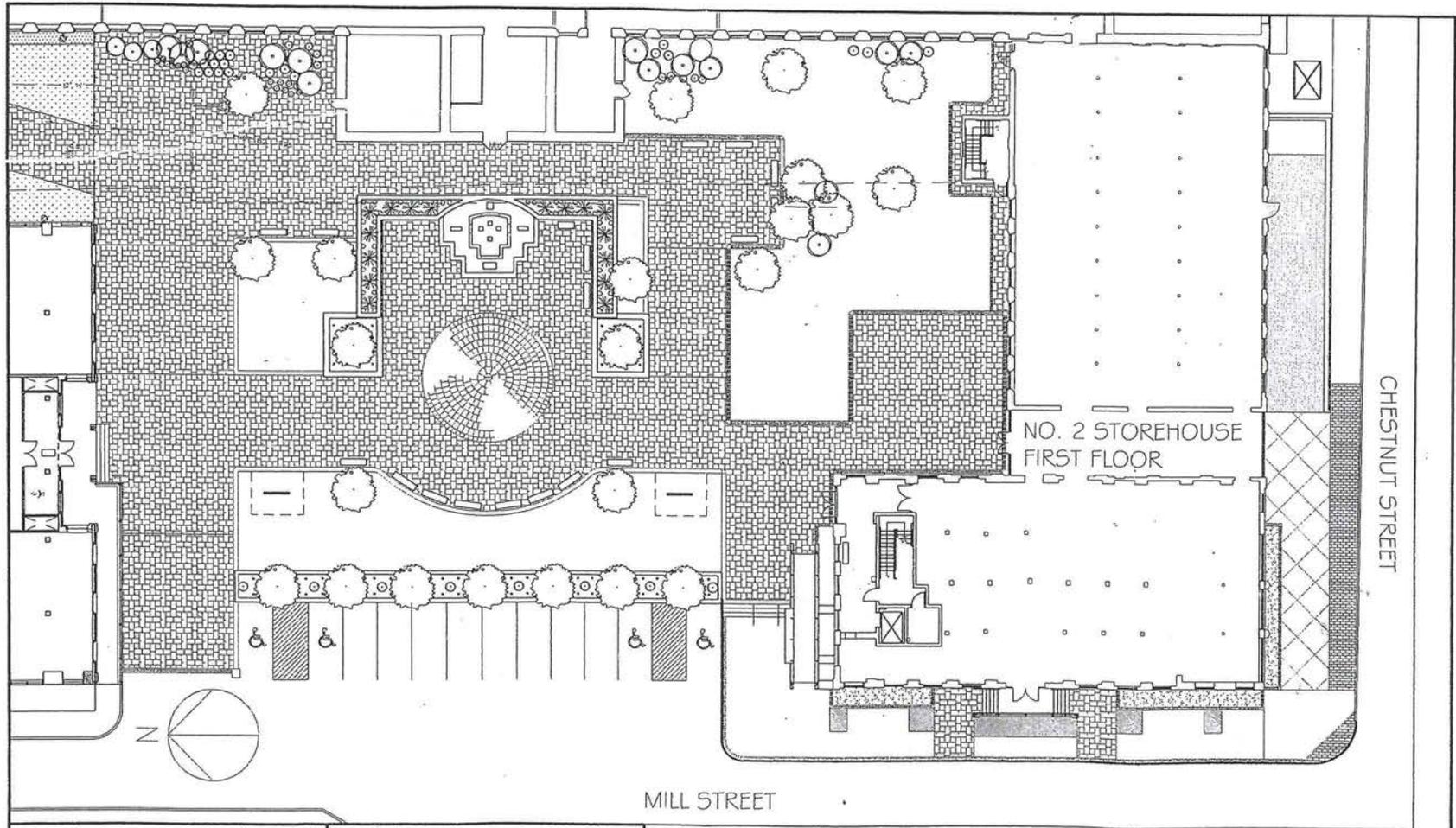
6. What is the amount of authorized stock? 2000 Outstanding stock? 100

7. Is any principal officer of the corporation a law enforcement official?
no

Dated at Lewiston on 3/04/2014
City or Town Date

[Signature]
SIGNATURE OF DULY AUTHORIZED OFFICER





PLATZ ASSOCIATES
 Architects - Engineers
 Construction Managers
 Two Great Falls Plaza, Auburn, Maine 04210
 Tel 207-784-2941
 Fax 207-784-3856

SITE LANDSCAPING
Mill Street Courtyard
BATES MILL COMPLEX
 Lewiston, Maine

DESIGN BY:	CMB	DATE:	06-01-2007
SCALE:	HTS	REVISED BY:	SK-04
		DATE:	24021c



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: February 10, 2014

RE: Liquor License/Special Amusement Permit – **Davinci's**

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

Davinci's
150 Mill Street



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL
MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Public Hearing and Final Passage for the conditional rezoning of the property at 1 Walnut Street from the Downtown Residential (DR) District to the Centreville (CV) District.

INFORMATION:

The Planning Board voted 7-0 to send a favorable recommendation to the City Council to conditionally rezone the property at 1 Walnut Street from the Downtown Residential (DR) District to the Centreville (CV) District, subject to the conditional rezoning agreement.

Andrew Knight has submitted a petition to request a conditional rezoning of this property (which is the former St. Patrick's Church) to allow uses of the property which are permitted and conditional uses in the DR zoning district and the following as conditional uses: "drinking places", and "places of indoor assembly, amusement or culture". The rezoning would allow for the petitioner to utilize the property for commercial purposes; specifically large events such as weddings and conferences.

Please see the enclosed memorandum from City Planner David Hediger for additional information as well as a site map and other background information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator supports the requested action.

EVA B. Kimm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve final passage of the amendment to the Zoning and Land Use Code and Map to conditionally rezone the property at 1 Walnut Street from the Downtown Residential (DR) District to the Centreville (CV) District, subject to a conditional agreement.



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director



MEMORANDUM

To: Ed Barrett, City Administrator
City Clerk's Office
City Council Members

From: David Hediger

Date: February 26, 2014

Subject: Planning Board Action

The Planning Board took the following action at their public meeting held on February 24, 2014 regarding the Conditional Rezoning of St. Patrick's Church & Rectory located at 1 Walnut Street:

The following motion was made:

MOTION: By **Paul Madore** pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration to conditionally rezone the property at 1 Walnut Street from the Downtown Residential (DR) district to the Centreville (CV). Second by **Pauline Gudas**.

VOTED: 7-0 (Passed).

c: Planning Board Members



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Honorable Mayor and Members of the City Council
FROM: David Hediger, City Planner
DATE: February 25, 2014
RE: Request by Andrew Knight to conditionally rezone the property a 1Walnut Street – formerly St. Patrick’s Church –from the Downtown Residential (DR) district to the Centreville (CV) district.

Andrew Knight has submitted a petition pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to conditionally rezone the property a 1Walnut Street – formerly St. Patrick’s Church –from the Downtown Residential (DR) district to the Centreville (CV) district. This property of approximately 1.4 acres consists of a vacant church, rectory, and parking lot. The church was constructed in 1886 and held its last mass in October 2009. The structures are located within the Kennedy Park Historic District with any changes to the exterior subject to a Certificate of Appropriateness from the Lewiston Historic Preservation Review Board. Mr. Knight currently has an option to purchase the property from the Roman Catholic Bishop of Portland.

The petitioner’s request to conditionally rezone the property will allow uses of the property which are presently permitted and conditional uses in the DR zoning district and the following as conditional uses: “drinking places”, and “places of indoor assembly, amusement or culture”. The rezoning would allow for the petitioner to utilize the property for commercial purposes; specifically, large events such as wedding and conferences. While these types of events may be considered accessory to a religious facility, the ability to operate a place of indoor assembly, amusement, or culture independently is not an allowed use in the DR district. The proposed rezoning will allow the property to be used for non-religious assemblies and events regulated as conditional uses. The petitioner has suggested the primary clientele will likely consist of corporate, not-for-profit, and government entities seeking mid-size conference space and wedding parties seeking a unique and beautiful ceremony and reception venue.

The rezoning would also allow drinking places as a conditional use. Staff understands the petitioner is not proposing to operate a traditional bar at this location; though, that would be allowed. However, rezoning to allow drinking places as a conditional use provides the ability to have a liquor license at this location instead of catering alcoholic beverages for events.

As noted above, the property will continue to allow all those uses currently permitted in the DR district. Of particular interest to the petitioner is the option of operating a restaurant as a permitted use and a hotel/motel/inn as a conditional use. Staff has provided a table listing all of the allowed uses in the DR and CV in comparison with the proposed conditional rezoning.

On February 24, 2014 the Planning Board unanimously to send a favorable recommendation for the City Council’s consideration to conditionally rezone the above referenced property.

Land Use Table: pursuant to Article XI, Section 22 et seq. of the Zoning and Land Use Code	Downtown Residential (DR)	Centreville (CV) ⁽³⁶⁾	Proposed Conditional Rezoning-CV: 1 Walnut Street
USES(15)(33)			
Accessory use or structure	P	P	P
Commercial-Service			
Veterinary facilities excluding kennels and humane societies			
Veterinary facilities including kennels and humane societies			
Small day care facilities	P		P
Day care centers	P	P	P
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks			
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	P(9)	P(9)	P(9)
Restaurants	P(1)	P(1)	P(1)
Drinking places		P	C
Adult business establishments			
Hotels, motels, inns	C	P	C
Movie theaters except drive-in theaters	P	P	P
Places of indoor assembly, amusement or culture		P	C
Art and crafts studios	P	P	P
Personal Services	P	P	P
Retail stores	P	P	P
Neighborhood retail stores			
Lumber and building materials dealer			
Gasoline service stations			
Gasoline service stations which are a part of and subordinate to a retail use			
New and used car dealers			
Recreational vehicle, mobile home dealers			
Equipment dealers and equipment repair			
Automotive services including repair			
Registered dispensary(27)			
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.			
Tattoo Establishments			
Industrial			
Light industrial uses			
Industrial uses		P(16)	

Land Use Table: pursuant to Article XI, Section 22 et seq. of the Zoning and Land Use Code	Downtown Residential (DR)	Centreville (CV) ⁽³⁶⁾	Proposed Conditional Rezoning-CV: 1 Walnut Street
Building and construction contractors			
Fuel oil dealers and related facilities			
Wholesale sales, warehousing and distribution facilities and self-storage facilities			
Self storage facilities			
Commercial solid waste disposal facilities			
Junkyards and auto graveyards			
Recycling and reprocessing facilities			
Private industrial/commercial developments(23)			
Transportation			
Airports or heliports			
Commercial parking facilities	G(3)	P	C(3)
Transit and ground transportation facilities	C	P	C
Transportation facilities			
Public and Utility			
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P	P	P
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C	C	C
Municipal buildings and facilities	P	P	P
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways			
Dams			
Institutional			
Religious facilities	P	P	P
Cemeteries			
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	P	P	P
Hospitals, medical clinics,	C	P	C
Museums, libraries, and non-profit art galleries and theaters	P	P	P

Land Use Table: pursuant to Article XI, Section 22 et seq. of the Zoning and Land Use Code	Downtown Residential (DR)	Centreville (CV) ⁽³⁶⁾	Proposed Conditional Rezoning-CV: 1 Walnut Street
Academic institutions, including buildings or structures for classroom, administrative, laboratory, dormitories, art, theater, dining services, library, bookstores, athletic facilities and student recreational uses, together with buildings accessory to the foregoing permitted principal buildings or structures,	P	P	P
Civic and social organizations		P	
Public community meeting and civic function buildings including auditoriums	P	P	P
Residential(8)			
Single-family detached dwellings on individual residential lots	P(11)		P(11)
Mobile homes on individual residential lots			
Two-family dwellings	P(11)		P(11)
Multifamily dwellings in accordance with the standards of Article XIII	P(11)	P	P(11)
Single-Family attached dwelling in accordance with the standards of Article XIII	P(11)		P(11)
Mixed single-family residential developments in accordance with the standards of Article XIII			
Mixed residential developments in accordance with the standards of Article XIII			
Mixed use structures	P(11)	P	P(11)
Lodging houses	P(11)		P(11)
Home occupations	P		P
Bed and breakfast establishments as a home occupation	P	P	P
In-law apartments in accordance with the standards of Article XII	P	P	P
Single family cluster development			
Family day care home	P	P	P
Shelters	C		C
Natural Resource			
Agriculture			
Farm Stands			
Forest management and timber harvesting activities in accordance with the standards of Article XIII			
Earth material removal			
Community gardens(20)	P	P	P
Water dependent uses, e.g. docks and marinas			

Land Use Table: pursuant to Article XI, Section 22 et seq. of the Zoning and Land Use Code	Downtown Residential (DR)	Centreville (CV) ⁽³⁶⁾	Proposed Conditional Rezoning-CV: 1 Walnut Street
Non-residential structures for educational, scientific or nature interpretation purposes, containing a maximum floor area of not more than ten thousand (10,000) square feet			
Recreation			
Campgrounds			
Public or private facilities for nonintensive outdoor recreation	C		C
Commercial outdoor recreation and drive-in theaters			
Fitness and recreational sports centers as listed under NAICS Code 713940			

ANDREW KNIGHT, J.D.

1/22/2014

David Hediger
City Planner/Deputy Director, Planning and Code Enforcement
City of Lewiston
27 Pine Street
Lewiston, ME 04240-7201

Dear Mr. Hediger:

As part of my submission for a conditional rezoning of property located at 220 Bates Street and 1 Walnut Street (formerly St. Patrick's Church and Rectory), please find the following attachments:

- A proposed amendment to Appendix A, Article IV, of the Zoning and Land Use Code of Lewiston, Maine
- A statement indicating the reasons for the proposed amendment
- A statement indicating how the proposed amendment is in conformance with the comprehensive plan
- A conditional rezoning agreement
- A copy of the ratified Purchase and Sale Agreement from the existing owner to the proponent, which includes Exhibit A, describing the parcels involved in the proposed amendment, and a copy of the existing deed to the parcels involved in the proposed amendment.
- Exhibit B, a black line print of a diagram reflecting the verbal description of the proposed change and the relation of the proposed change to the presently existing district boundaries involved

I am proposing a conditional rezoning of the subject property from the Downtown Residential (DR) zoning district to the Centreville (CV) zoning district to allow the property to be utilized productively and efficiently as a successful commercial property, particularly a large events venue specializing in weddings and conferences. The Centreville zoning will allow the property to be used as a restaurant, drinking place, hotel/motel/inn, and place of indoor assembly/amusement/culture. I will send the signed petition under separate cover.

I look forward to discussing this proposal with you. Please let me know if you have further questions.

Kind regards,



Andrew Knight, J.D.

AN ORDINANCE PERTAINING TO ZONING BOUNDARIES

THE CITY OF LEWISTON HEREBY ORDAINS:

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

APPENDIX A ZONING AND LAND USE CODE ARTICLE IV. ESTABLISHMENT OF DISTRICTS

Sec. 1. Zoning Map.

The "Official Zoning Map, City of Lewiston," adopted pursuant to this Section, is hereby amended by conditionally rezoning the parcels more fully described in Exhibit "A" attached hereto, and as shown on a black line print attached hereto as Exhibit "B," said parcels being located at 220 Bates Street and 1 Walnut Street, Lewiston, Maine (formerly known as St. Patrick's Church and Rectory), from the Downtown Residential (DR) zoning district to the Centreville (CV) zoning district.

REASONS FOR THE PROPOSED AMENDMENT

The reasons for the proposed amendment include allowing the former St. Patrick's Church and Rectory (located, respectively, at 220 Bates Street and 1 Walnut Street, Lewiston, Maine) to be run as successful businesses that attract clientele and revenue from within and without the Lewiston-Auburn area, increase revenue to local businesses, improve local property values, and discourage crime in and around Kennedy Park, all while preserving these historic structures. Specifically, proponent would like to have the properties, which are currently zoned for the Downtown Residential (DR) zoning district, conditionally rezoned to the Centreville (CV) zoning district to allow the operation of a large events venue, specializing in weddings and conferences with on-site accommodations, catering, and alcoholic beverage options in addition to those uses currently allowed in the DR.

CONFORMANCE WITH COMPREHENSIVE PLAN

1. To establish a Cultural District in the downtown area (Culture & Arts Policy #5, page 18).
2. Stimulate and maintain vital business investment in the Downtown area (Downtown Goals #1, page 22).
3. Promote preservation of important historic buildings that define the character of the Downtown area (Downtown Goals #4, page 22).

4. Attract new investors to purchase, redevelop and whenever possible utilize the buildings within the Downtown Area (Downtown Policy #7, page 32).
5. Continue to recognize, preserve and protect the visual, architectural, cultural, historical and archeological resources that contribute to and define the unique character of the City (Historic Preservation Goals #1, page 55).
6. Contribute to the vitality and economic development of the City by recapturing under-utilized space for special uses, increasing the real estate tax base, and re-establishing ... other areas to their former status in the region through preservation efforts targeted to enhance the aesthetics and the cultural climate of the City (Historic Preservation Goals #2, page 55).
7. Enhance the image of Lewiston and its proud heritage by ... fostering the continued conversion of vacant space to productive reuses that will contribute to the revitalization of the entire Downtown and City (Historic Preservation Goals #3, page 55).
8. Encourage orderly growth and development in appropriate areas of the City, while protecting the City's rural character, making efficient use of public services and preventing development sprawl (Land Use Goal #1, page 122).
9. Provide incentives for adaptive reuse of building or infill construction (Long Range Planning Policy #3, Strategy A, page 133).

CONDITIONAL REZONING AGREEMENT

The proponent requests that the official zoning map for the City be amended by deleting the subject property from the Downtown Residential (DR) zoning district and conditionally rezone the subject premises to the Centreville (CV) zoning district, subject to the limitations more fully described below.

In compliance with the provisions of the Code, Article XVII, Section 5(g), the proponent hereby proposes the following conditions:

- (a) Allowed uses of the property shall include those uses which are presently permitted and conditional uses in the Downtown Residential (DR) zoning district, and the following as conditional uses: "drinking places", "places of indoor assembly, amusement or culture", as listed below and subject to the conditions contained herein.

Land Use Table: pursuant to Article XI, Section 22 <i>et seq.</i> of the Zoning and Land Use Code, subject to applicable <i>Land Use Table Notes</i> of aforementioned section of code.	Conditional Rezoning-Centreville (CV): 1 Walnut Street/220 Bates Street
USES(15)(33)	
Accessory use or structure	P
Commercial-Service	
Veterinary facilities excluding kennels and humane societies	
Veterinary facilities including kennels and humane societies	
Small day care facilities	P
Day care centers	P
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks	
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	P(9)
Restaurants	P(1)
Drinking places	C
Adult business establishments	
Hotels, motels, inns	C
Movie theaters except drive-in theaters	P
Places of indoor assembly, amusement or culture	C
Art and crafts studios	P
Personal Services	P
Retail stores	P
Neighborhood retail stores	
Lumber and building materials dealer	
Gasoline service stations	
Gasoline service stations which are a part of and subordinate to a retail use	
New and used car dealers	
Recreational vehicle, mobile home dealers	

Equipment dealers and equipment repair	
Automotive services including repair	
Registered dispensary(27)	
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.	
Tattoo Establishments	
Industrial	
Light industrial uses	
Industrial uses	
Building and construction contractors	
Fuel oil dealers and related facilities	
Wholesale sales, warehousing and distribution facilities and self-storage facilities	
Self storage facilities	
Commercial solid waste disposal facilities	
Junkyards and auto graveyards	
Recycling and reprocessing facilities	
Private industrial/commercial developments(23)	
Transportation	
Airports or heliports	
Commercial parking facilities	C(3)
Transit and ground transportation facilities	C
Transportation facilities	
Public and Utility	
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C
Municipal buildings and facilities	P
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways	
Dams	
Institutional	

Religious facilities	P
Cemeteries	
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	P
Hospitals, medical clinics,	C
Museums, libraries, and non-profit art galleries and theaters	P
Academic institutions, including buildings or structures for classroom, administrative, laboratory, dormitories, art, theater, dining services, library, bookstores, athletic facilities and student recreational uses, together with buildings accessory to the foregoing permitted principal buildings or structures,	P
Civic and social organizations	
Public community meeting and civic function buildings including auditoriums	P
Residential(8)	
Single-family detached dwellings on individual residential lots	P(11)
Mobile homes on individual residential lots	
Two-family dwellings	P(11)
Multifamily dwellings in accordance with the standards of Article XIII	P(11)
Single-Family attached dwelling in accordance with the standards of Article XIII	P(11)
Mixed single-family residential developments in accordance with the standards of Article XIII	
Mixed residential developments in accordance with the standards of Article XIII	
Mixed use structures	P(11)
Lodging houses	P(11)
Home occupations	P
Bed and breakfast establishments as a home occupation	P
In-law apartments in accordance with the standards of Article XII	P
Single family cluster development	
Family day care home	P
Shelters	C

Natural Resource	
Agriculture	
Farm Stands	
Forest management and timber harvesting activities in accordance with the standards of Article XIII	
Earth material removal	
Community gardens(20)	P
Water dependent uses, e.g. docks and marinas	
Non-residential structures for educational, scientific or nature interpretation purposes, containing a maximum floor area of not more than ten thousand (10,000) square feet	
Recreation	
Campgrounds	
Public or private facilities for nonintensive outdoor recreation	C
Commercial outdoor recreation and drive-in theaters	
Fitness and recreational sports centers as listed under NAICS Code 713940	

(b) Violations of any of the conditions herein will constitute a violation of the Code.

(c) The conditions described herein shall bind the proponent, its successors and assigns, and any person in possession or occupant of the subject premises, or any portion thereof, and shall inure to the benefit of and be enforceable by the City.

(d) The proponent shall, at his own expense, record in the Androscoggin County Registry of Deeds a copy of the conditions within thirty (30) days following final approval of this proposal by the City. Such form of recording is to be in a form satisfactory to the City.

(e) The conditions described herein shall run with the subject premises.

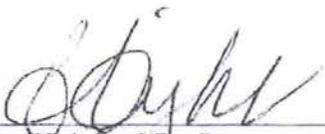
(f) In addition to other remedies to which the City may be entitled under applicable provisions of statute or ordinance, if any party in possession or use of the subject premises fails or refuses to comply with any of the conditions imposed, any rezoning approved by the City in accordance with the conditions shall be of no force or effect. In that event, any use of the subject premises and any building or structures developed pursuant to the rezoning shall be immediately abated and brought into compliance with all applicable provisions of the Code with the same effect as if the rezoning had never occurred.

(g) If any of the conditions are found by a court of competent jurisdiction to be invalid, such determination shall not invalidate any of the other conditions.

(h) Any rezoning approved by the City conditionally shall be of no force or effect if the proponent fails or refuses to comply with conditions imposed.

(i) Any allowed proposed use, addition, or expansion of the property deemed applicable to Article XIII, Section 2 of the Zoning and Land Use Code shall be subject to the applicable sections of Article XIII of the Zoning and Land Use Code, Development Review and Standards.

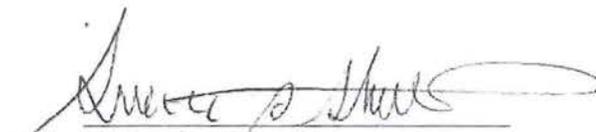
(j) By submitting this proposal, the proponent agrees in writing to the conditions described herein.



Andrew Knight, J.D., Proponent

Fairfax County, Virginia

On 1-22, 2016, Personally appeared the above named Andrew Knight and acknowledged the foregoing to be of his free act and deed.



Notary Public
Commission Expires: June 30, 2016

GRACE G. GHAREEB
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2016
COMMISSION # 238470

Sign Envelope ID: FF68FA9E-7D4C-4575-A51B-3157C9E08133

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date November 26, 2013

Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Andrew Knight and or assigns ("Buyer") and Roman Catholic Bishop of , Portland, a corporation sole ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; if "part of" see para. 26 for explanation) the property situated in municipality of Lewiston, County of Androscoggin, State of Maine, located at 220 Bates St & 1 Walnut St and described in deed(s) recorded at said County's Registry of Deeds, Book(s) 161, Page(s) 261.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: no exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: n/a

4. PERSONAL PROPERTY: The following items of personal property as viewed on November 20, 2013 are included with the sale at no additional cost, in "as is" condition with no warranties: everything shall remain as of 11-20-2013

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [redacted]. Buyer has delivered; or will deliver to the Agency within 3 days of the Offer Date, a deposit of earnest money in the amount [redacted]. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/AcCEPTANCE: Prudential Northeast Properties ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until December 3, 2013 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on January 31, 2013 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Release Deed deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

January 2013

Page 1 of 4 - P&S

Buyer(s) Initials AK

Seller(s) Initials [Signature]

Andrew Knight

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) no prorations of fuel. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER
a. General Building				X	Within _____ days	n. Arsenic Treated Wood			X	Within _____ days	
b. Sewage Disposal				X	Within _____ days	o. Pests			X	Within _____ days	
c. Coastal shoreland septic				X	Within _____ days	p. Code Conformance			X	Within _____ days	
d. Water Quality				X	Within _____ days	q. Insurance			X	Within _____ days	
e. Water Quantity				X	Within _____ days	r. Environmental Scan			X	Within _____ days	
f. Air Quality				X	Within _____ days	s. Lot size/acreage			X	Within _____ days	
g. Square Footage				X	Within _____ days	t. Survey/MLI			X	Within _____ days	
h. Pool				X	Within _____ days	u. Zoning			X	Within _____ days	
i. Energy Audit				X	Within _____ days	v. Farmland Adjacency			X	Within _____ days	
j. Chimney				X	Within _____ days	w. Habitat Review/Waterfowl			X	Within _____ days	
k. Smoke/CO detectors				X	Within _____ days	x. Flood Plain			X	Within _____ days	
l. Mold				X	Within _____ days	y. Other <u>line 26</u>			X	Within <u>10</u> days	
m. Lead Paint				X	Within _____ days						

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
a. This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
d. After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Dot Fernald (000128) of Prudential Northeast Properties (1063)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Scott Robert (013073) of Prudential Northeast Properties (1063)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/had not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - Yes No ; Other - Yes No
Explain:

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: Buyer to have 10 calendar days not including weekends or holidays for due diligence. To meet with town etc... and to meet his expectations.

DS
at

AK

DocuSign Envelope ID: FF5BFA9E-7D4C-4575-A51B-3157C9ED8133

27. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is _____

DocuSigned by:
Andrew Knight 11/21/2013
 BUYER _____ DATE _____ BUYER _____ DATE _____

Andrew Knight and or assigns

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____

~~SELLER Roman Catholic Bishop of _____ DATE _____~~
~~SELLER Portland, a corporation sole _____ DATE _____~~

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:
See attached Amendment with Exhibit A.

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM

~~X *Robert J. Nelson* _____ DATE _____~~
~~SELLER Roman Catholic Bishop of Portland, a corporation sole _____ DATE _____~~

The Buyer hereby accepts the counter offer set forth above.

DocuSigned by:
Andrew Knight
 BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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AMENDMENT TO PURCHASE AND SALE AGREEMENT ("AGREEMENT") BETWEEN
ROMAN CATHOLIC BISHOP OF PORTLAND, CORPORATION SOLE, ("SELLER") & ANDREW KNIGHT
("BUYER")
REGARDING 220 BATES STREET & 1 WALNUT STREET, LEWISTON, MAINE
(KNOWN AS ST. PATRICK'S CHURCH AND RECTORY)

Whereas the Seller desires to accept the contract offer offering [REDACTED] purchase price, dated November 26, 2013 (bearing a signature date of November 21, 2013) for the above property but only subject to the below conditions;

Whereas the Seller is signing the contract offer indicating that the Seller is making a counteroffer;

Whereas this Amendment constitutes the counteroffer;

Whereas, upon signature of both parties below, this Amendment shall constitute an amendment to the Agreement, and the Agreement as amended shall be in force;

Therefore, the parties agree as follows:

1. Paragraph 2's description of the property is replaced by the attached Exhibit A, which is the legal description of the property of the Seller at 220 Bates St. and 1 Walnut Street, Lewiston, known as the St. Patrick church and rectory, along with the restrictions subject to which the property will be conveyed.
2. Paragraph 6's reference to the date of December 3, 2013 (as the date by which the Buyer's contract offer may be accepted) is deleted, since that date is moot in light of the fact that the Seller is counter-offering with this Amendment.
3. Paragraph 16 is deleted and replaced with the following: "In the event that Buyer fails to close hereunder for any reason other than (i) a default by Seller or (ii) valid termination of this Agreement by Buyer under Paragraph 7 ("Title and Closing") or Paragraphs 12 y and 26, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event of Seller's default hereunder, Buyer shall have as its exclusive and sole remedy either but not both of (i) termination of the Agreement and return of the Deposit (in which case neither party will be under any further obligation hereunder) or (ii) pursuit of any rights it may have to seek specific performance so as to compel sale of the Property in the condition then existing."

DATE: _____

DocuSigned by:
Andrew Knight
Andrew Knight

DATE: _____

ROMAN CATHOLIC BISHOP OF PORTLAND,
corporation sole

Richard J. Malone
Richard J. Malone, Apostolic Administrator of
The Roman Catholic Diocese of Portland

Exhibit A to
AMENDMENT TO PURCHASE AND SALE AGREEMENT "AGREEMENT") BETWEEN
ROMAN CATHOLIC BISHOP OF PORTLAND, CORPORATION SOLE, ("SELLER") & ANDREW KNIGHT
("BUYER")
REGARDING 220 BATES STREET & 1 WALNUT STREET, LEWISTON, MAINE
(KNOWN AS ST. PATRICK'S CHURCH AND RECTORY)

St. Patrick's Lot

The certain three parcels of land referenced below as Parcels One, Two and Three

Parcel One

A certain lot land situated in said Lewiston, bounded and described as follows, to wit:

Beginning at a point formed by the intersection of the Southerly line of Walnut Street with the Easterly line of Bates Street; thence running Southerly on the Easterly line of Bates Street, one hundred (100) feet to the Northerly line of land, conveyed by the Franklin Company to the Right Rev. James A. Healy, Bishop of Portland, by deed No. 823, dated November 4th, 1886; thence Easterly on said Northerly line two hundred (200) feet to the Westerly line of Blake Street; thence Northerly on said Westerly line of Blake Street, one hundred (100) feet to the Southerly line of Walnut Street; thence Westerly on said Southerly line of Walnut Street two hundred (200) feet to the point of commencement.

FOR SOURCE OF TITLE to Parcel One, reference may be had to deed from Thomas H. Wallace to the Roman Catholic Bishop of Portland, dated December 13, 1892, and recorded in the Androscoggin County Registry of Deeds at Book 161, Page 261. Being the same parcel conveyed to Thomas H. Wallace by the Franklin Company, by deed of Quitclaim No. 896, dated February 28, 1890, and recorded in said registry at Book 75, Page 695.

Parcel Two

A certain lot of land, situated in the City of Lewiston, in the County of Androscoggin and State of Maine, bounded and described as follows, to wit:

Commencing on the Easterly line of Bates Street, at a point one hundred (100) feet Southerly of the Southerly line of Walnut Street; thence Southerly on said Easterly line of Bates Street one hundred (100) feet to the Northerly line of land formerly of the Hill Manufacturing Company; thence Easterly on said Northerly line two hundred (200) feet to the Westerly line of Blake Street; thence Northerly on said

DocuSigned by:
Andrew Knight
1.3591886E571434
Buyer

[Signature]
Seller

Westerly line of Blake Street, one hundred (100) feet; thence Westerly on a line one hundred (100) feet Northerly of and parallel with said Northerly line of said Hill Manufacturing Company's land two hundred (200) feet to the point of commencement.

FOR SOURCE OF TITLE to Parcel Two, reference may be had to the parcel of land in the deed from James Augustine Healey to the Roman Catholic Bishop of Portland, dated February 20, 1891, and recorded in the Androscoggin County Registry of Deeds at Book 143, Page 166, described particularly at Page 169 thereof as the real estate described in the "Deed from the Franklin Company, dated November 4, 1886, and recorded in the Registry of Deeds for said last named County, Book 75, Page 371, conveying real estate in Lewiston in said last named county, known as St. Patrick Church."

Parcel Three

A certain lot or parcel of land situated in said Lewiston and bounded and described as follows:

Commencing on the Easterly side of Bates Street at a point about two hundred (200) feet Southerly from the corner formed by the intersection of the Southerly line of Walnut Street and the Easterly line of Bates Street; thence by said line of Bates Street Southerly one hundred and ten (110) feet to land formerly owned by J. G. Coburn; thence Easterly by the line of said Coburn's land two hundred (200) feet to Blake Street; thence Northerly by said Blake Street one hundred and ten (110) feet to land conveyed to the Right Rev. James A. Healy by the Franklin Company by deed dated November 4th, 1886, and recorded in the Androscoggin County Registry of Deeds, Book 75, Page 371; thence Westerly by said land two hundred (200) feet to point of beginning on Bates Street, also the buildings situated thereon.

FOR SOURCE OF TITLE to Parcel Three, reference may be had to deed from the Hill Manufacturing Company to the Roman Catholic Bishop of Portland, dated September 10, 1897, and recorded in the Androscoggin County Registry of Deeds at Book 176, Page 96.

The above-described premises are conveyed SUBJECT to the restrictions that the Grantee, Grantee's successors and assigns, shall not use the premises in any way relating to: 1) counseling regarding or performance of abortions; 2) sale or distribution of pornographic materials; or 3) erotic displays or activities. The burden of this restriction shall run with the land conveyed hereby to the Grantee. The benefit of this restriction is held by the Roman Catholic Bishop of Portland, corporation sole, its successors and assigns.

DocuSigned by:
Andrew Knight
1.99918386E571464
Buyer


Seller

161

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Know all Men by these Presents,

That I, Thomas H. Wallace of Louisiana, in the County of Androsogogon, and State of Louisiana

in consideration of the sum of ... Dollars ... pair by ... The Roman Catholic Bishop of Portland, a corporation ... do hereby acknowledge, do hereby give, grant, bargain, sell, and convey unto the said Roman Catholic Bishop of Portland his successors, heirs and assigns forever, a certain lot of land situated in a city ... bounded ... as follows to wit, beginning ... at a point formed by the intersection of the southerly line of ... street with the westerly line of ... street ... on the easterly line of ... street one hundred and ... feet to the ... of land conveyed by the ... Company to the Right Rev. James A. Mahony, Bishop of Portland, by deed No. 22 dated ... 1886, thence ... to the ... line of ... street ... and thence ... to the ... line of ... street ... thence ... to the southerly line of ... street one hundred and ... feet to the southerly line of ... street thence ... to the southerly line of ... street one hundred and ... feet to the point of commencement, and being the same premises conveyed to me by the ... Company by deed of deed of ... dated February 2nd, 1886.



To Have and to Hold the above granted and bargained premises, with all the privileges and appurtenances thereof to the said Roman Catholic Bishop of Portland, his heirs and assigns, to their use and behoof forever. And I do covenant with the said Roman Catholic Bishop of Portland, his heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances, that I have good right to sell and convey the same to the said Roman Catholic Bishop of Portland, his heirs and assigns, to hold as aforesaid, and that I, and my heirs shall and will warrant and defend the same to the said Roman Catholic Bishop of Portland, his heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Thomas H. Wallace ... and ... in testimony of ... have hereunto set my hand and seal this ... day of ... in the year of our Lord one thousand eight hundred and ... Signed, Sealed, and Delivered in presence of ... Thomas H. Wallace

Androsogogon, No. ... Personally appeared the above-named ... and acknowledged the above instrument to be his free act and deed. Before me, ... Notary Public in and for the Parish of ... Received ... at ...

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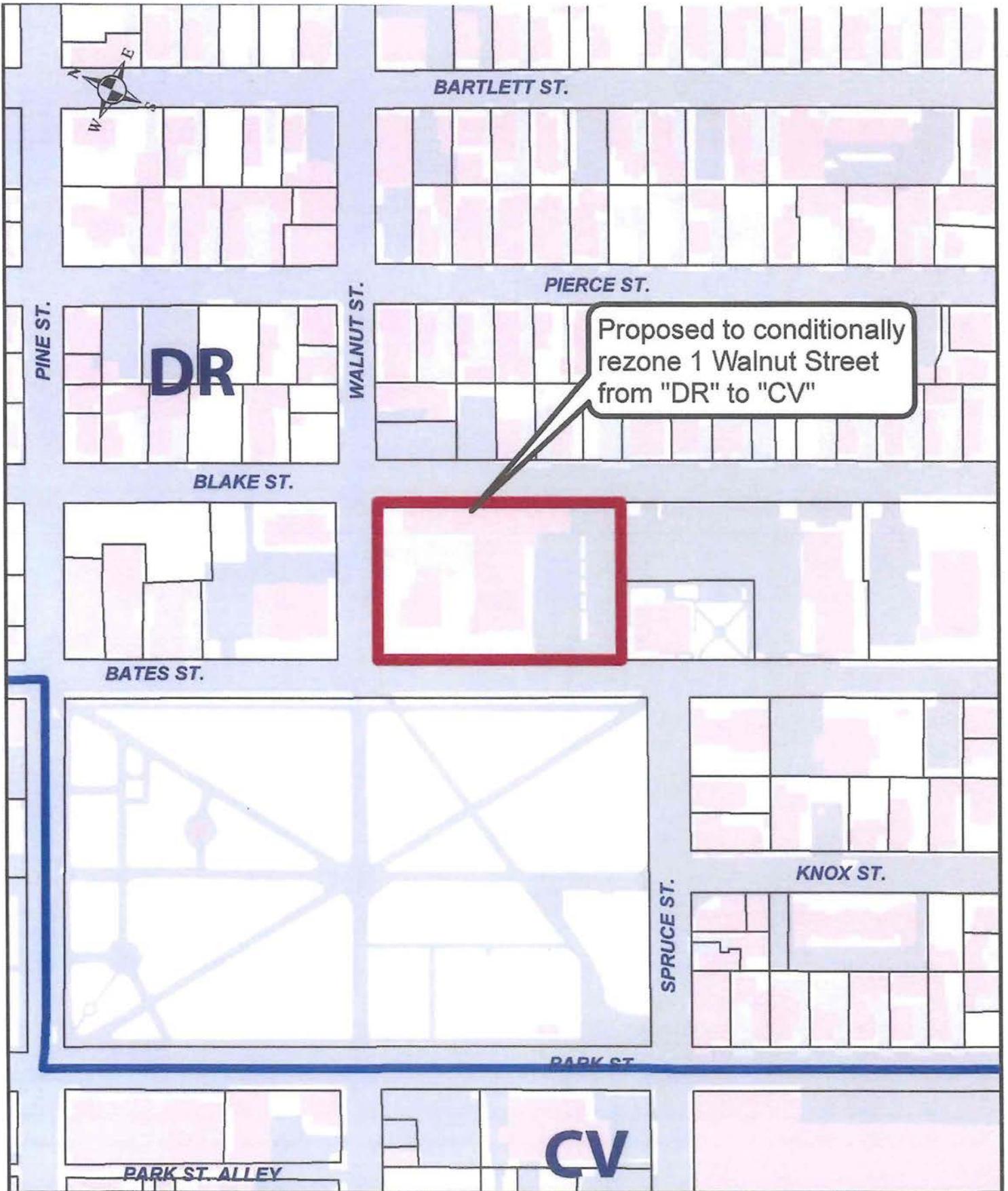


Exhibit B

January 2014
Not to Scale

**PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE**

Pursuant to Appendix A, Article XVII, Section 5 A Amendments@ of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to conditionally rezone the parcels being located at 220 Bates Street and 1 Walnut Street, Lewiston, Maine (formerly known as St. Patrick's Church and Rectory), from the Downtown Residential (DR) zoning district to the Centreville (CV) zoning district as described in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Laurie Ouellette	10 Bobby St Lew	1/28/14
2		Ray Ouellette	10 Bobby St	1/28/14
3		ANDRE GAGNE	7 ADELE St	1/28/14
4		MONIQUE G. GAGNE	7 ADELE St.	1/28/14
5		Guy St. Jean	13 Stevens	1/28/14
6		Deborah Carroll	36 CHESTNUT #419	1/28/14
7				
8		49 Lisbon St 38	Tamara Grien	1/28/14
9		Richard Charest	87 Pond Rd Lewiston	1/28/14
10		Christine Charest	87 Pond Rd Lewiston	1/28/14
11		Christy Rivo	42 HOJAN RD	1/29/14
12		Leon Francoeur	40 FRANKLIN	1/28/14
13		J PACY	84 LISBON ST	1/28/14
14		SPENCER Ouellette	10 Bobby Street	1-28-14
15				
16				
17				
18				
19				
20				

CIRCULATOR=S VERIFICATION

I hereby verify that I am the Circulator of this petition that all the signatures to this petition were made in my presence, and to the best of my knowledge and belief, each signature is that of the person it purports to be, and each person is a resident of the City of Lewiston.

Signature of Circulator

Laurie Anne Ouellette
Printed N.

REGISTRAR=S CERTIFICATION

I hereby certify and verify that the names of all of the petitioners listed as valid appear on the voting list as registered voters in the City of Lewiston.

Total Valid: 12 Total Invalid: 2

Signature of Registrar/Deputy Registrar

Date: 1/28/14

BUSINESS PLAN

The Agora Grand Wedding and Conference Center

Andrew Knight, J.D., Owner

Created on December 26, 2013

1. EXECUTIVE SUMMARY

1.1 Product

The Agora Grand will provide high-end facilities and services for weddings, conferences, and social events.

1.2 Customers

The primary clientele for The Agora Grand during the week consists of corporate, not-for-profit, and government entities seeking mid-size conference space. The primary clientele for weekends consists of wedding parties seeking a unique and beautiful wedding ceremony and reception venue.

1.3 What Drives Us

The Agora Grand aims to evolve into the must-have wedding venue of central Maine, specializing in upscale events with a gorgeous and memorable backdrop. With 50-foot ceilings, Neogothic architecture, and a custom bar area overlooking the sanctuary, The Agora Grand aspires to be the venue-of-choice for young couples.

Further, for midweek events, The Agora Grand will fill the existing need for mid-size conference space for both private and government entities.

2. COMPANY DESCRIPTION

2.1 Mission Statement

To provide a unique and high-end venue for for hosting successful conferences, memorable weddings, and classy social events.

2.2 Principal Members

Andrew F. Knight, J.D. - owner, designer, and general manager

A wide range of potential employees, contractors, and partnership opportunities in the L-A area has been identified, including potential event managers, florists, photographers, caterers, architects, general contractors, marketers, attorneys, and accountants.

2.3 Legal Structure

The company will be a Maine limited liability company.

3. MARKET RESEARCH

3.1 Industry

The Agora Grand Wedding and Conference Center, located in the former St. Patrick's Church in Lewiston, Maine, will provide event hosting facilities and services, available to private and governmental entities for midweek conferences as well as private gatherings for weekend weddings and social events.

Maine currently has many options for wedding venues, both within cities (especially Portland) and along the Maine coast, often in the form of "barn" weddings in natural settings. With the legalization of gay marriage in Maine and the growing popularity of Maine as a wedding destination, the industry continues to boom. While every venue differs in its offerings, setting, and uniqueness, the majority of Maine wedding venues charge between \$1000 and \$4000 for the venue rental and provide in-house catering and alcohol service (or exclusive catering partnerships) from which the venues further profit. Market research suggests that while most available venues in Maine are booked for all or most Saturdays during the six-month wedding season of 2014, there is significant availability for Fridays and Sundays. Many venues solve the problem of vacancy by offering weekend-long exclusive use of the facilities while charging a premium for this benefit. A market study of the Maine and New England wedding markets, performed by an independent market research company, is attached.

Further, Maine has a variety of convention and conference venues throughout the state, mostly in hotels, resorts, and colleges. However, there seems to be a shortage of mid-size conference centers capable of seating more than 200 people in banquet style. A typical price point for conference space is around 10 cents per square foot, although many venues charge no venue rental fee, relying solely on minimum food and beverage (F&B) purchase requirements for revenue. A typical F&B minimum ranges from \$4000 to \$10000 per day to avoid avoid the venue rental fee. A market study of mid-size conference venues has not yet been performed; however, a market study regarding the use of Bates Mill 5 (Lewiston) as a convention center was performed in 2003, with an update in 2008, indicating a need for conference space in central Maine. This study is attached.

3.2 Customers

The Agora Grand will be marketed with equal effort (initially) as a wedding and social events venue as well as a conference venue. As a wedding venue, our customers will include high-end clients who seek the charm of a traditional church wedding without the need for church affiliation, as well as those who are enchanted by the reception hall itself (50-foot ceilings, ornate columns, Neogothic architecture, a remodeled balcony overlooking the church, etc.). Initially, the customers are likely to come from L-A and surrounding communities. However, as the venue gets known as a beautiful and unique venue, the client base may extend to larger metropolitan areas. The availability of lodging in the attached inn, coupled with the "one-stop shop" feature of The Agora Grand, may help attract clientele from Boston and Quebec, where comparable amenities would cost twice as much.

As a conference center, we will market to corporate, not-for-profit, and governmental entities that require conference space for up to 400 people seated together in banquet style. Customers will mostly likely consist of Maine entities, although regional conferences and shows may be attracted to the low cost of central Maine, given a venue large enough to accommodate them.

3.3 Competitors

A market study of Maine and New England wedding venues is attached. With few exceptions, competitors consist of mixed use venues for which weddings are a secondary source of income, such as hotels/inns, resorts, farms, restaurants, colleges, and cultural centers, with the most unique and expensive venues being buildings with grand architectural elements, such as The Boston Symphony Hall, the Castle at Boston University, and Grace Restaurant in Portland. Wedding venues range drastically from 4-hour rentals in public cultural centers to weekend (or even week-long) rentals of bed-and-breakfast inns with renovated barns.

In the L-A area, a wide range of small or low-end reception venues exists. The most closely related venues, in terms of architecture, size, and amenities, are The Franco Center and The Royal Oak Room. The Franco Center, a beautifully restored stone church, has a 428-seat performance hall and a basement allowing for a maximum reception seating of 250. It charges \$1200 for the use of both rooms and profits from alcohol sales and an exclusive partnership with DaVinci's. The Royal Oak

Room, a tastefully renovated room in a former train station, can seat up to 150 people for a wedding and reception (with a cocktail hour for repurposing the room). It charges a \$1800 rental fee and profits from in-house catering and liquor sales.

Regarding conference venues, there are fewer than a dozen mid-size venues throughout Maine having a single room greater than 6,000 square feet, able to accommodate more than about 200 guests in a banquet style. While there are a few in Portland (such as the Holiday Inn By the Bay), there are no mid-size venues in the L-A area capable of comfortably seating more than 250 guests in banquet style or more than 450 guests in reception style.

3.4 Competitive Advantage

This property is (and will be) unique in a variety of ways.

First, as a repurposed Roman Catholic Church, it has aesthetic and architectural elements that are absolutely unsurpassed and which would be prohibitively expensive to build today, including: 50-foot ceilings, intricate woodwork and columns, Neogothic architecture and brick bell towers, a remodeled balcony overlooking the church, even stained glass windows. Unlike The Franco Center, receptions can be held in the most interesting, vast, and picturesque area of the property. The word "agora" is taken from its Greek origin: a large, open gathering place.

Second, the choir balcony will be repurposed to include a luxury bar area and private suite (such as a bridal suite for wedding preparation). This does not appear to exist anywhere in the United States or world.

Third, the venue size allows for large weddings and social events as well as mid-size conferences, for which there is currently a dearth of available venues.

Fourth, with a chapel, reception hall, rentals, and inn on premises, the property offers an all-in-one wedding or conference package that is currently unavailable in the L-A area. The inn may or may not be available initially; the decision will depend on financing and demand. Allowing clients the option of a "one-stop shop" with straightforward pricing will provide ease and simplicity in the otherwise stressful process of wedding or large event planning.

3.5 Regulations

The property will need to be rezoned to an appropriate land use so that large public gatherings are allowed. The business will seek a liquor license and possibly a food service license. The property will also be subject to change-of-use regulations, including possible renovations to comply with fire code and other regulations. Parking and traffic issues will need to be addressed; luckily, the property includes a sizeable parking lot, and public parking garages are within walking distance.

4. PRODUCT/SERVICE LINE

4.1 Product or Service

The Agora Grand will offer facilities and services for weekday conferences and weekend weddings and social events.

4.2 Pricing Structure

Pricing and specific offerings are still on the table. The following represents one possible offering and price structure.

Agora Grand - midweek: No rental fee. Exclusive use of the venue with minimum \$4000 in food/beverage purchases. In-house catering or exclusive catering partnerships are likely to provide more than \$1000 in revenue per day.

Agora Grand - weekend: Rental fee of \$2000 for 3pm until 11am the next day. Per-person beverage charges, as well as catering partnerships, are likely to provide an additional \$2000 per wedding in revenue.

4.3 Product/Service Life Cycle

n/a

4.4 Intellectual Property Rights

Agora Grand will be an asserted trade name. The company owns AgoraGrand.com. The name of the business may or may not change. No other IP rights are asserted.

4.5 Research & Development

n/a

5. MARKETING & SALES

5.1 Growth Strategy

To grow the company, The Agora Grand will:

- * Provide a very high-end, custom-tailored service product to wedding parties and conference organizers for a reasonable price
- * Be responsive to the market to provide desired facilities and services and to discontinue undesired services
- * Maintain a strong, modern Internet presence and ensure that The Agora Grand appears prominently and favorably on relevant websites and web searches
- * Host regular gatherings to generate media interest and positive word-of-mouth
- * Spend significant resources on creating and maintaining a "wow" factor in a unique venue that has no analog

5.2 Communication

The Agora Grand will contact and maintain communication with clients in a variety of ways, including:

- * A strong, modern Internet presence that conveys the beauty, uniqueness, and amenities of the venue
- * An aggressive Internet marketing campaign, including targeted listings, in which couples searching for a Maine wedding will have the opportunity to consider The Agora Grand
- * An aggressive Internet marketing campaign, including targeted listings, in which conference organizers will have the opportunity to consider The Agora Grand
- * Attendance at relevant wedding conferences

- * Engagement of the local and regional press to showcase unique and interesting features of the venue
- * Targeted Google(tm) and Facebook(tm) advertisements
- * Email or phone follow-up with all clients to build goodwill and determine areas for improvement

5.3 Prospects

A marketing firm, independent marketer, and/or in-house professional with marketing expertise will be engaged. The owner, Andrew Knight, will oversee sales and marketing.

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Public Hearing and Final Passage for an amendment to the Conditional Rezoning Agreement for the property at 170 Summer Street.

INFORMATION:

Rockingham Electrical Supply Co Inc. of 170 Summer Street has submitted a petition to amend the existing conditional rezoning agreement for this property. They are requesting the ability to amend the rezoning agreement to allow a wholesale sales, warehousing and distribution facility, a neighborhood retail sales business and business and professional offices.

The Planning Board voted 7-0 to send a favorable recommendation to the City Council to amend the existing conditional rezoning agreement for this property.

Staff is supportive of this request. Please see the memorandum from City Planner David Hediger for additional details.

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
---	---	---	---	---	---	---	---

To approve final passage for the amendment to the conditional rezoning agreement for 170 Summer Street, to conditionally rezone the property, subject to the conditions defined in the rezoning agreement.



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director



MEMORANDUM

To: Ed Barrett, City Administrator
City Clerk's Office
City Council Members

From: David Hediger

Date: February 26, 2014

Subject: Planning Board Action

The Planning Board took the following action at their public meeting held on February 24, 2014 regarding the Conditional Rezoning of 170 Summer Street.

The following motion was made:

MOTION: By **Walter Hill** pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration to amend the existing conditional rezoning agreement for the property at 170 Summer Street to allow a wholesale sales, warehousing and distribution facility, a neighborhood retail sales business, and business and professional offices, in addition to the previously approved light industrial uses and accessory uses. Second by **Paul Madore**.

VOTED: 7-0 (Passed).

c: Planning Board Members



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: David Hediger, City Planner
DATE: February 26, 2014
RE: Request by Rockingham Electrical Supply Co Inc. to amend the existing conditional rezoning agreement for the property at 170 Summer Street.

Rockingham Electrical Supply Co Inc., has submitted a petition pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to amend the existing conditional rezoning agreement for the property at 170 Summer Street, said property to remain conditionally rezoned from the Neighborhood Conservation "B" (NCB) District to the Urban Enterprise (UE) District, and to allow a wholesale sales, warehousing and distribution facility, a neighborhood retail sales business, and business and professional offices.

This property of approximately 1.7 acres consists of a 17,500+ SF office/warehouse structure built in 1986 by Tufts Printing, later renamed One-Right Systems, Inc., and now One Source Printing. At that time, printing facility was allowed as a permitted use with the property located in the Commercial zoning district. In 1988 the zoning of the property changed to Neighborhood Conservation "B" (NCB) and use of the facility became legally nonconforming. In 2002, One Source President Mark Hartnett successfully petitioned to conditionally rezone the property to the Urban Enterprise (UE) district to allow the facility to become legally conforming with the ability to make future planned expansions and other improvements. That conditional rezoning was limited to "light industrial uses and accessory buildings and uses".

The petitioner, Rockingham Electrical Supply Co Inc., has an option to lease and purchase this property from One Source. They are an electrical wholesaler and with nine locations in Massachusetts, New Hampshire, and Maine. They also have a small retail component – a lighting showroom – at one of their locations. The petitioner is requesting an amendment to the existing conditional rezoning agreement for the property at 170 Summer Street to allow a wholesale sales, warehousing and distribution facility, a neighborhood retail sales business, and business and professional offices in addition to the previously approved light industrial uses and accessory buildings and uses. "Neighborhood stores" are defined as a retail store that occupies less than five thousand (5,000) square feet of total floor space and within which no alcoholic beverages are consumed. Allowing these additional uses provides both the petitioner and the current owner of 170 Summer Street more options of utilizing a property that became legally nonconforming. Staff has provided a table listing all of the allowed uses in the NCB and UE in comparison with the proposed conditional rezoning.

On February 24, 2014 the Planning Board voted unanimously to send a favorable recommendation for the City Council's consideration to amend the existing conditional rezoning agreement for the property at 170 Summer Street to allow a wholesale sales, warehousing and distribution facility, a neighborhood retail sales business, and business and professional offices, in addition to the previously approved light industrial uses and accessory uses.

Land Use Table: pursuant to Article XI, Section 22 et seq. of the Zoning and Land Use Code	Neighborhood Conservation "B" (NCB)	Urban Enterprise (UE)	Existing Conditional Rezoning to UE-170 Summer Street	Proposed Amended Conditional Rezoning to UE-170 Summer Street
USES(15)(33)				
Accessory use or structure	P	P	P	P
Commercial-Service				
Veterinary facilities excluding kennels and humane societies				
Veterinary facilities including kennels and humane societies		P		
Small day care facilities	P	P		
Day care centers		P		
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks	C(22)			
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	C(31)	P		P
Restaurants		P		
Drinking places				
Adult business establishments				
Hotels, motels, inns		P		
Movie theaters except drive-in theaters		P		
Places of indoor assembly, amusement or culture		P		
Art and crafts studios	C	P		
Personal Services	P	P		
Retail stores		P		
Neighborhood retail stores	P			P
Lumber and building materials dealer		P		
Gasoline service stations		P		
Gasoline service stations which are a part of and subordinate to a retail use				
New and used car dealers		P (8,17)		
Recreational vehicle, mobile home dealers		P		
Equipment dealers and equipment repair		P		
Automotive services including repair		P		
Registered dispensary(27)		C		
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.		P		
Tattoo Establishments				
Industrial				
Light industrial uses		P	P	P

Land Use Table: pursuant to Article XI, Section 22 et seq. of the Zoning and Land Use Code	Neighborhood Conservation "B" (NCB)	Urban Enterprise (UE)	Existing Conditional Rezoning to UE-170 Summer Street	Proposed Amended Conditional Rezoning to UE-170 Summer Street
Industrial uses		C		
Building and construction contractors		P(6,7)		
Fuel oil dealers and related facilities		P(6,7)		
Wholesale sales, warehousing and distribution facilities and self-storage facilities		P		P
Self storage facilities		P		
Commercial solid waste disposal facilities				
Junkyards and auto graveyards				
Recycling and reprocessing facilities		C		
Private industrial/commercial developments(23)		P		
Transportation				
Airports or heliports				
Commercial parking facilities	C	P		
Transit and ground transportation facilities				
Transportation facilities		P		
Public and Utility				
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P	P		
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C	C		
Municipal buildings and facilities	C	P		
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways				
Dams				
Institutional				
Religious facilities	P	P		
Cemeteries	P			
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	C	P		
Hospitals, medical clinics,	C	P		
Museums, libraries, and non-profit art galleries and theaters				

Land Use Table: pursuant to Article XI, Section 22 et seq. of the Zoning and Land Use Code	Neighborhood Conservation "B" (NCB)	Urban Enterprise (UE)	Existing Conditional Rezoning to UE-170 Summer Street	Proposed Amended Conditional Rezoning to UE-170 Summer Street
Academic institutions, including buildings or structures for classroom, administrative, laboratory, dormitories, art, theater, dining services, library, bookstores, athletic facilities and student recreational uses, together with buildings accessory to the foregoing permitted principal buildings or structures,	C(13)	P		
Civic and social organizations	C			
Public community meeting and civic function buildings including auditoriums				
Residential(8)				
Single-family detached dwellings on individual residential lots	P(2)			
Mobile homes on individual residential lots				
Two-family dwellings	P			
Multifamily dwellings in accordance with the standards of Article XIII	P	P		
Single-Family attached dwelling in accordance with the standards of Article XIII	P			
Mixed single-family residential developments in accordance with the standards of Article XIII	P			
Mixed residential developments in accordance with the standards of Article XIII	P			
Mixed use structures	P	P		
Lodging houses	P			
Home occupations	P	C		
Bed and breakfast establishments as a home occupation	P	P		
In-law apartments in accordance with the standards of Article XII	P			
Single family cluster development				
Family day care home	P	P		
Shelters	C			
Natural Resource				
Agriculture				
Farm Stands				
Forest management and timber harvesting activities in accordance with the standards of Article XIII	P	P		
Earth material removal				
Community gardens(20)	P	P		

Land Use Table: pursuant to Article XI, Section 22 et seq. of the Zoning and Land Use Code	Neighborhood Conservation "B" (NCB)	Urban Enterprise (UE)	Existing Conditional Rezoning to UE-170 Summer Street	Proposed Amended Conditional Rezoning to UE-170 Summer Street
Water dependent uses, e.g. docks and marinas				
Non-residential structures for educational, scientific or nature interpretation purposes, containing a maximum floor area of not more than ten thousand (10,000) square feet				
Recreation				
Campgrounds				
Public or private facilities for nonintensive outdoor recreation	C			
Commercial outdoor recreation and drive-in theaters				
Fitness and recreational sports centers as listed under NAICS Code 713940				



ROCKINGHAM ELECTRICAL SUPPLY COMPANY

Corporate Offices

437 Shattuck Way • Newington, NH 03801
(603) 436-7731 • Fax: (603) 436-7807

2/19/2014

Planning Board
City of Lewiston
27 Pine Street
Lewiston, ME 04240

Dear Ladies and Gentlemen,

Rockingham Electrical Supply is a family owned electrical supply distributor that has been in business for over 50 years. We currently have nine locations including two in the state of Maine (Portland and Augusta). It is our hope to expand with a location in city of Lewiston. In our endeavor to do so we located a location on 170 Summer Street.

While reviewing the zoning regulations for 170 Summer Street we became aware that the location is currently zoned for light industrial use. Our proposed amendment is to allow the premises to operate as a wholesale sales, warehousing and distribution facility, a neighborhood retail sales business, business and professional offices.

We humbly request that you hear our request in hopes of approving fore mentioned changes.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. Pender', is written over the word 'Respectfully,'.

James Pender,
President

AN ORDINANCE PERTAINING TO ZONING BOUNDARIES

THE CITY OF LEWISTON HEREBY ORDAINS:

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

APPENDIX A

ZONING AND LAND USE CODE

ARTICLE IV. ESTABLISHMENT OF DISTRICTS

Sec. 1. Zoning Map

The City of Lewiston hereby ordains that the Official Zoning Map of the City of Lewiston be amended by modifying the existing conditional rezoning agreements as recorded in the Androscoggin Registry of Deeds Book 5206 Page 167 for the property at 170 Summer Street depicted on Exhibit "A" and more fully described in Exhibit "B", both of which are attached hereto as follows, said property to remain conditionally rezoned from the Neighborhood Conservation "B" (NCB) District and to the Urban Enterprise (UE) District.

REASONS FOR THE PROPOSAL AMENDMENT

The reasons for the proposed amendment include allowing the premises situated in the municipality of Lewiston County of Androscoggin County, State of Maine, located at 170 Summer Street (see Exhibit A, Registry of Deeds Book 4443, Page 199) be allowed to operate a wholesale sales, warehousing and distribution facility, a neighborhood retail sales business and business and professional offices. The property (see Exhibit B) contains a structure built in 1986 by Tufts Printing. The current use is a printing company. The tenant Rockingham Electrical Supply Co Inc. proposes to operate an electrical supply wholesale business which will originally employ 4-6 employees.

CONFORMANCE WITH COMPREHENSIVE PLAN

The City Council of the City of Lewiston hereby determines that the change to the Zoning maps is in conformance with the Comprehensive Plan for the following reasons:

(1.) Study the mixed-use area west of Main Street between the Longley Bridge and the Veterans Bridge for potential re-zonings that will deal with issues ranging from commercial expansion, neighborhood protection, and increased utilization of the Maine Central Railroad line. (Land Use Issue #9, page 124.)

(2.)in order to assure that there is sufficient industrial land to meet the future

industrial needs of the City, the city should explore where there are areas that are appropriate for future industrial uses and to rezone them accordingly. (Industrial Development, page 121.)

- (3.) Build on the strengths of manufacturing and service industries as source of quality jobs. (See Economy, Goal 3, page 37.)
- (4.) Ensure that there is adequate land / buildings for expanding firms and entrepreneurial start-ups within Lewiston by working with local developers. (See Economy, Policy (4), Strategy A, page 40.)

CONDITIONAL REZONING AGREEMENT

The proponent requests that the official zoning map for the City be amended by modifying the existing conditional rezoning agreement with the subject property remaining conditionally rezoned Urban Enterprise (UE), subject to the limitations more fully described below.

In compliance with the provisions of the Code, Article XVII, Section 5(g), the proponent hereby proposes the following conditions:

- (a) Allowed uses of the property shall include those uses which are presently permitted under the existing conditional rezoning agreements as recorded in the Androscoggin Registry of Deeds Book 5206 Page 167 for the property at 170 Summer Street and the following uses: wholesale sales, warehousing and distribution facilities and self-storage facilities, neighborhood retail sales, and business and professional offices, as listed below and subject to the conditions contained herein.

Land Use Table: pursuant to Article XI, Section 22 <i>et seq.</i> of the Zoning and Land Use Code, subject to applicable <i>Land Use Table Notes</i> of aforementioned section of code.	Proposed Amended Conditional Rezoning to UE-170 Summer Street
USES(15)(33)	
Accessory use or structure	P
Commercial-Service	
Veterinary facilities excluding kennels and humane societies	

Veterinary facilities including kennels and humane societies	
Small day care facilities	
Day care centers	
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks	
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	P
Restaurants	
Drinking places	
Adult business establishments	
Hotels, motels, inns	
Movie theaters except drive-in theaters	
Places of indoor assembly, amusement or culture	
Art and crafts studios	
Personal Services	
Retail stores	
Neighborhood retail stores	P
Lumber and building materials dealer	
Gasoline service stations	
Gasoline service stations which are a part of and subordinate to a retail use	
New and used car dealers	
Recreational vehicle, mobile home dealers	
Equipment dealers and equipment repair	
Automotive services including repair	
Registered dispensary(27)	
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.	
Tattoo Establishments	
Industrial	
Light industrial uses	P
Industrial uses	
Building and construction contractors	
Fuel oil dealers and related facilities	
Wholesale sales, warehousing and distribution facilities and self-storage facilities	P

Self storage facilities	
Commercial solid waste disposal facilities	
Junkyards and auto graveyards	
Recycling and reprocessing facilities	
Private industrial/commercial developments(23)	
Transportation	
Airports or heliports	
Commercial parking facilities	
Transit and ground transportation facilities	
Transportation facilities	
Public and Utility	
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	
Municipal buildings and facilities	
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways	
Dams	
Institutional	
Religious facilities	
Cemeteries	
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	
Hospitals, medical clinics,	
Museums, libraries, and non-profit art galleries and theaters	
Academic institutions, including buildings or structures for classroom, administrative, laboratory, dormitories, art, theater, dining services, library, bookstores, athletic facilities and student recreational uses, together with buildings accessory to the foregoing permitted principal buildings or structures,	
Civic and social organizations	

Public community meeting and civic function buildings including auditoriums	
Residential(8)	
Single-family detached dwellings on individual residential lots	
Mobile homes on individual residential lots	
Two-family dwellings	
Multifamily dwellings in accordance with the standards of Article XIII	
Single-Family attached dwelling in accordance with the standards of Article XIII	
Mixed single-family residential developments in accordance with the standards of Article XIII	
Mixed residential developments in accordance with the standards of Article XIII	
Mixed use structures	
Lodging houses	
Home occupations	
Bed and breakfast establishments as a home occupation	
In-law apartments in accordance with the standards of Article XII	
Single family cluster development	
Family day care home	
Shelters	
Natural Resource	
Agriculture	
Farm Stands	
Forest management and timber harvesting activities in accordance with the standards of Article XIII	
Earth material removal	
Community gardens(20)	
Water dependent uses, e.g. docks and marinas	
Non-residential structures for educational, scientific or nature interpretation purposes, containing a maximum floor area of not more than ten thousand (10,000) square feet	
Recreation	

Campgrounds	
Public or private facilities for nonintensive outdoor recreation	
Commercial outdoor recreation and drive-in theaters	
Fitness and recreational sports centers as listed under NAICS Code 713940	

(b) Violations of any of the conditions herein will constitute a violation of the Code.

(c) The conditions described herein shall bind the proponent, its successors and assigns, and any person in possession or occupant of the subject premises, or any portion thereof, and shall inure to the benefit of and be enforceable by the City.

(d) The proponent shall, at his own expense, record in the Androscoggin County Registry of Deeds a copy of the conditions within thirty (30) days following final approval of this proposal by the City. Such form of recording is to be in a form satisfactory to the City.

(e) The conditions described herein shall run with the subject premises.

(f) In addition to other remedies to which the City may be entitled under applicable provisions of statute or ordinance, if any party in possession or use of the subject premises fails or refuses to comply with any of the conditions imposed, any rezoning approved by the City in accordance with the conditions shall be of no force or effect. In that event, any use of the subject premises and any building or structures developed pursuant to the rezoning shall be immediately abated and brought into compliance with all applicable provisions of the Code with the same effect as if the rezoning had never occurred.

(g) If any of the conditions are found by a court of competent jurisdiction to be invalid, such determination shall not invalidate any of the other conditions.

(h) Any rezoning approved by the City conditionally shall be of no force or effect if the proponent fails or refuses to comply with conditions imposed.

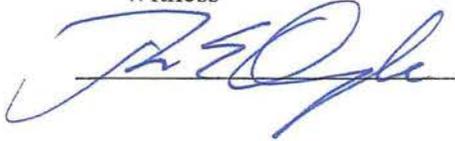
(i) Any allowed proposed use, addition, or expansion of the property deemed applicable to Article XIII, Section 2 of the Zoning and Land Use Code shall be subject to the applicable sections of Article XIII of the Zoning and Land Use Code, Development Review and Standards.

(j) By submitting this proposal, the proponent agrees in writing to the conditions described herein.

The Proponent hereby respectfully submits this Proposal as of the 11th day of February, 2014.

Rockingham Electrical Supply Co Inc/Daniel Pender

Witness



Proponent



Daniel Pender

Androscoggin, SS
Lewiston, Maine

February 11, 2014

Personally appeared the above named James Pender Jr and acknowledged the foregoing to be his free act and deed.



Notary Public
Commission Expires:

CHRISTA DEJONG, Notary Public
My Commission Expires February 11, 2015

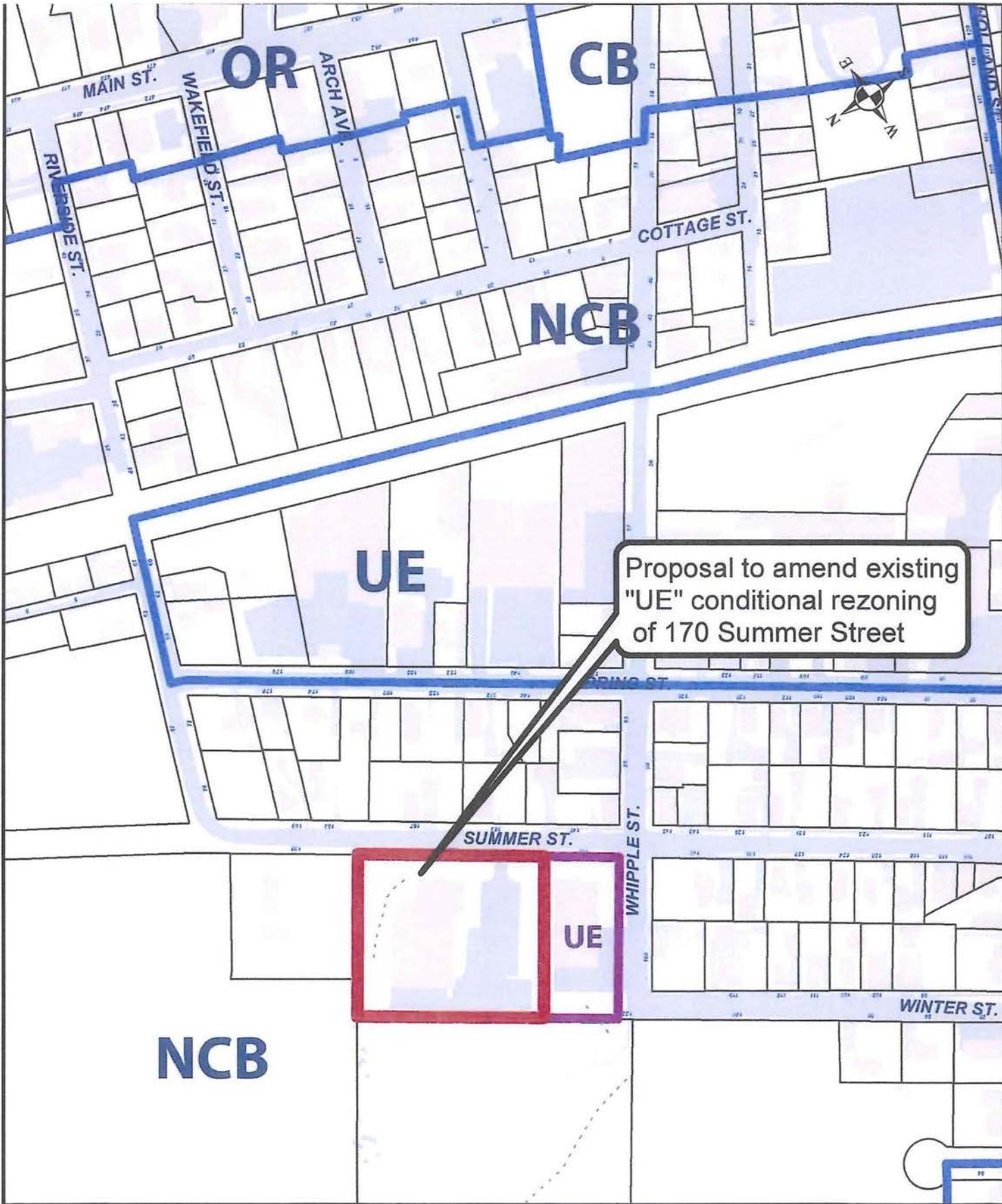


Exhibit B

January 2014
Not to Scale



One Canal Plaza
Portland, ME 04101

T 207 772 1333
F 207 871 1288

www.boulos.com

December 12, 2013

Mark Hartnett
One Source Printing
170 Summer Street
Lewiston, Maine

Re: Letter of Intent
170 Summer St
Lewiston, ME

Dear Mark,

This letter sets forth the terms and conditions under which "Rockingham Electrical Supply Company, Inc." is willing to enter into a lease agreement with One Source (hereinafter referred to as "Landlord") for space at the above-referenced location.

Property: 170 Summer St, Lewiston, Maine

Tenant: Rockingham Electrical Supply Company, Inc.

Landlord: One Source Printing

Demised Premises: The demised premises shall be deemed to contain 6,000±SF of leased space plus outdoor yard area for parking and storage in common with the Landlord. Notwithstanding the foregoing, Landlord shall have access through the leased premises to and from the loading dock located in the demised premises during Landlord's normal business hours (8 am to 5 pm)

Lease Term: Five (5) years

Option Term: One (1), five (5) year option, provided six (6) months prior written notice from Tenant.

Possession Date: Upon lease execution

Occupancy Date: Thirty (30) days from lease execution *and receipt of Occupancy Permit*

Rent Commencement Date: *Sixty (60) days* ~~Thirty (30) days~~ from Occupancy Date

Landlord's Work: Landlord to build tenant a half bath for demised premises. Landlord shall provide Tenant with quotes for installing a half bath. Upon acceptance of quote, Tenant shall pay contractor directly upon presentation of periodic

THE RIGHT WAY TO DO REAL ESTATE

invoices from the Landlord or the contractor. Any under slab drain plumbing shall be at the Landlord's cost.

Tenant's Work: Any and all additional modifications to the building by Tenant or Tenant's agent shall be completed in compliance with all applicable state and municipal building codes and ordinances.

Lease Rate: Years 1: \$30,000/Yr Mod Grs (\$ 2,500/Mo. MG)

2% annual increases to base rent.

The above rent is quoted Modified Gross basis. Therefore, Tenant is responsible for its pro-rata share of heating cost, and will pay increases in real estate taxes, property insurance and outdoor maintenance, over base year (first 12 months of occupancy)

Option Rent: Option rent to be at market rate each year, but not to exceed a 15% increase over previous year. There shall be no rent decrease from prior year.

Electricity: To be billed to tenant monthly, at a rate of \$1.00/sf/per year. *AT* *JST*

Use: Tenant will use the demised premises for showroom, warehousing and distribution activities associated with the electrical supply company.

Deposit: Upon full execution of this letter tenant to provide a deposit equal to one months rent payable to CBRE/The Boulos Company which will be held in escrow pending lease execution and then credited to tenants rent.

Security Deposit: Upon full execution of a Lease Agreement, Tenant will deposit with Landlord an additional one months rent. This sum represents the security deposit due under the lease. Said deposit will be returned to Tenant at the end of the lease term, provided the premises are left in good repair, "broom clean," and provided Tenant has not been in default of lease. Interest will not be paid on said deposit.

Signage: Signage will be at Tenant's sole expense subject to Landlord's approval. Said approval not to be unreasonably withheld or delayed.

Parking: Parking is available on-site in common with owner.

Brokerage Commission: Landlord's responsibility in accordance with CBRE/The Boulos Company's standard commission schedule.

Sublease: Tenant shall be permitted to sublet space, but only with the prior written approval of the Landlord, said Landlord consent not to be unreasonably withheld or delayed.

Zoning: It is the responsibility of Tenant to determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the subject premises. Landlord and CBRE/The Boulos Company make no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the subject premises for Tenant's intended use.

Fax Copies: The undersigned jointly and severally agree to accept fax copies of the documents which have been sent by either party to the other, or to any other party or agent to this transaction, as original documents, with the exception of the final lease document.

Lease Agreement: Landlord agrees to forward its proposed lease to Tenant within ten (10) days of the full execution of this Letter of Intent. In the event Landlord and Tenant have not executed a lease within 14 days of receipt, then either party may cancel this agreement and any deposit will be returned to Tenant.

Option to Purchase: Landlord agrees to grant Tenant option to purchase property during Years 4 and 5 of the initial lease term. Option Purchase Price for Year 4 for shall be \$680,000. Option Purchase Price for Year 5 shall be \$690,000. ~~In the event Tenant exercises their Option to Purchase, Landlord shall have the right to lease back the space Landlord occupies for a term of up to twelve (12) months at a lease rate per square foot equal to price Tenant was currently paying at the time Option to Purchase is exercised.~~ *yes **

It is agreed that this Letter of Intent is subject to the formal execution of a mutually agreeable lease and until all parties sign such lease, this Letter of Intent will be non-binding. All parties agree to negotiate in "good faith".

Sincerely,



Daniel Greenstein
Broker/Partner

DG/hjn

** In the event that Tenant exercises its option to purchase, it shall provide Landlord with not less than 60 days notice of its exercise, and Landlord shall have 90 days subsequent to closing to relocate. During said 90 day period, Landlord shall pay rent at a lease rate per square foot equal to the price that Tenant was paying at the time the option is exercised.* *yes*

SEEN AND AGREED TO:

ROCKINGHAM ELECTRICAL SUPPLY COMPANY, INC.

By:
Its:

James Elender
GEO/CFD

Date

12/17/13

ONE SOURCE PRINTING

Its:

Mark C. Hartnett
President

Date

12/13/13

PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

Pursuant to Appendix A, Article XVII, Section 5 AAmendments@ of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to amend Zoning and Land Use Code to include allowing the premises situated in the municipality of Lewiston County of Androscoggin County, State of Maine, located at 170 Summer Street (see Exhibit A, Registry of Deeds Book 4443, Page 199) be allowed to operate a wholesale sales, warehousing and distribution facility, a neighborhood retail sales business and business and professional offices. The property (see Exhibit B) contains a structure built in 1986 by Tufts Printing. The current use is a printing company. The tenant Rockingham Electrical Supply Co Inc. proposes to operate an electrical supply wholesale business which will originally employ 4-6 employees. As described in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>Michael E Blais</i>	Michael E Blais	9 Tremont Drive	2/6/14
2	<i>Ronald J. F. S. S. S. S. S.</i>	Ronald J. F. S. S. S. S.	576 MAIN	2-7-14
3	<i>Donald Obermeyer</i>	Donald Obermeyer	12 Riverside Place	2/7/14
4	<i>Gary Dubois</i>	GARY DUBOIS	688 Webster St	2/8/14
5	<i>Carmen Kirwan</i>	CARMEN KIRWAN	4 Orchard Circle	2/8/14
6	<i>Danny Cote</i>	Danny Cote	4 Orchard Circle	2/8/14
7	<i>Denise L Theriault</i>	Denise L Theriault	6 Acorn Lane	2-8-14
8	<i>Susan Poulter</i>	SUSAN Poulter	76 Gague St	2-8-14
9	<i>James S Theriault</i>	James S Theriault	6 Acorn Ln	2-8-14
10	<i>Richard Breau</i>	RICHARD BREAU	310 OLD GREENE RD.	2/10/14
11	<i>Gertrude S Breau</i>	Gertrude S. Breau	310 Old Yarmouth Rd	2-10-14
12	<i>Daniel R. Pelletier</i>	Daniel R. Pelletier	82 No Temple St.	2/10/14
13				
14				
15				
16				
17				
18				
19				
20				

CIRCULATOR=S VERIFICATION

I hereby verify that I am the Circulator of this petition that all the signatures to this petition were made in my presence, and to the best of my knowledge and belief, each signature is that of the person it purports to be, and each person is a resident of the City of Lewiston.

Mark D. Hestrett Mark D. Hestrett 2/10/14
Signature of Circulator Printed Name of Circulator Date

REGISTRAR'S CERTIFICATION

I hereby certify and verify that the names of all of the petitioners listed as valid appear on the voting list as registered voters in the City of Lewiston.

Total Valid: 12 Total Invalid: 0

Debra Pearson Date: 2/10/14
Signature of Registrar/Deputy Registrar

From: [Mark Hartnett](#)
To: [David Hediger](#)
Cc: jpender@rockingham.com; [Chris Paszyc](#)
Subject: Rockingham Electric
Date: Tuesday, February 04, 2014 2:05:39 PM

Dear David,

I want thank you for taking time out of your busy schedule to meet with me yesterday regarding Rockingham Electric's interest in leasing some space in my building here in Lewiston. I am sure you share my enthusiasm that an out of state company is interested in establishing a presence in the Lewiston area. Rockingham Electric is a very successful family owned business that has a total of nine locations throughout New England; one in Massachusetts, six in New Hampshire and 2 in Maine (Augusta & Portland). Their interest in a new location in Lewiston is a win for all parties involved including the City of Lewiston. This would be their third investment in Maine. Rockingham Electric has been a family owned business since 1951 and is very well respected in their industry. I am confident that they will make a great tenant and corporate citizen for the Lewiston area. I look forward to the planning board welcoming them to the city by approving their requested use of space here in Lewiston. I have included a link to Rockingham Electric's web site below.

Thank you again for your time.

Sincerely,

Mark Hartnett
President



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www.rockinghamelectric.com

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing and First Passage regarding an amendment to the Buildings and Building Regulations ordinance regarding the property maintenance code and heat supply.

INFORMATION:

Please reference the memorandum from Gil Arsenault, Director of Planning and Code Enforcement, for the background information regarding this agenda item.

Note: Underlines are additions and strike-outs are ~~deletions~~.

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
---	---	---	---	---	---	---	---

That the proposed amendments to the City Code of Ordinances, Chapter 18 "Buildings and Building Regulations", Section 18-52. "Amendments to the Property Maintenance Code", Chapter 6 "Mechanical and Electrical Requirements" receive first passage by a roll call vote and that the public hearing for said ordinance be continued to the next regularly scheduled City Council meeting.

AN ORDINANCE PERTAINING TO HEATING REQUIREMENTS

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 18 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 18

ARTICLE III. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 18-52 Amendments to the property maintenance code.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

602.2 Residential occupancies. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68 degrees Fahrenheit in all habitable rooms, bathrooms and toilet rooms measured at a distance of 3 feet from the exterior walls, 5 feet above floor level. In addition, the heating facilities must be operated to protect the building equipment and systems from freezing.

~~Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 66°F (19°C) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.~~

602.3 Heat supply. An owner or operator of any building who rents, leases or lets one or more dwelling units or sleeping units and the occupant thereof under a lease or tenancy at will may enter into an agreement for the owner or operator to provide heat at less than 68 degrees Fahrenheit. The agreement must:

1. Be in a separate written document, apart from the lease, be set forth in a clear and conspicuous format, readable in plain English and in at least 12-point font, and be signed by both parties to the agreement:
2. State that the agreement is revocable by either party upon reasonable notice under the circumstances:
3. Specifically set a minimum temperature for heat, which may not be less than 62 degrees Fahrenheit; and
4. Set forth a stated reduction in rent that must be fair and reasonable under the circumstances.

An agreement under this subsection may not be entered into or maintained if a person over 65 years of age or under 5 years of age resides on the premises. An owner or operator is not responsible if an occupant who controls the temperature on the premises reduces the heat to an amount less than 68 degrees Fahrenheit as long as the owner or operator complies with Section 602.2 or if the occupant fails to inform the owner or operator that a person over 65 years of age or under 5 years of age resides on the premises.

~~Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15 to May 15 to maintain a temperature of not less than 66°F (19°C) in all habitable rooms, bathrooms and toilet rooms.~~

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

Maine Revised Statutes
Title 14: COURT PROCEDURE -- CIVIL
Chapter 710: RENTAL PROPERTY

§6021. IMPLIED WARRANTY AND COVENANT OF HABITABILITY

1. Definition. As used in this section, the term "dwelling unit" shall include mobile homes, apartments, buildings or other structures, including the common areas thereof, which are rented for human habitation.

[1977, c. 401, §4 (NEW) .]

2. Implied warranty of fitness for human habitation. In any written or oral agreement for rental of a dwelling unit, the landlord shall be deemed to covenant and warrant that the dwelling unit is fit for human habitation.

[1977, c. 401, §4 (NEW) .]

3. Complaints. If a condition exists in a dwelling unit which renders the dwelling unit unfit for human habitation, then a tenant may file a complaint against the landlord in the District Court or Superior Court. The complaint shall state that:

A. A condition, which shall be described, endangers or materially impairs the health or safety of the tenants; [1977, c. 401, §4 (NEW) .]

B. The condition was not caused by the tenant or another person acting under his control; [1977, c. 401, §4 (NEW) .]

C. Written notice of the condition without unreasonable delay, was given to the landlord or to the person who customarily collects rent on behalf of the landlord; [1977, c. 401, §4 (NEW) .]

D. The landlord unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition; and [1977, c. 401, §4 (NEW) .]

E. The tenant was current in rental payments owing to the landlord at the time written notice was given. [1977, c. 401, §4 (NEW) .]

The notice requirement of paragraph C may be satisfied by actual notice to the person who customarily collects rents on behalf of the landlord.

[1977, c. 401, §4 (NEW) .]

4. Remedies. If the court finds that the allegations in the complaint are true, the landlord shall be deemed to have breached the warranty of fitness for human habitation established by this section, as of the date when actual notice of the condition was given to the landlord. In addition to any other relief or remedies which may otherwise exist, the court may take one or more of the following actions.

A. The court may issue appropriate injunctions ordering the landlord to repair all conditions which endanger or materially impair the health or safety of the tenant; [1977, c. 401, §4 (NEW) .]

B. The court may determine the fair value of the use and occupancy of the dwelling unit by the tenant from the date when the landlord received actual notice of the condition until such time as the condition is repaired, and further declare what, if any, moneys the tenant owes the landlord or what, if any, rebate the landlord owes the tenant for rent paid in excess of the value of use and occupancy. In making this determination, there shall be a rebuttable presumption that the rental amount equals the fair value of the dwelling unit free from any condition rendering it unfit for human habitation. A written agreement

whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the landlord. [1977, c. 696, §164 (AMD) .]

C. The court may authorize the tenant to temporarily vacate the dwelling unit if the unit must be vacant during necessary repairs. No use and occupation charge shall be incurred by a tenant until such time as the tenant resumes occupation of the dwelling unit. If the landlord offers reasonable, alternative housing accommodations, the court may not surcharge the landlord for alternate tenant housing during the period of necessary repairs. [1981, c. 428, §9 (AMD) .]

D. The court may enter such other orders as the court may deem necessary to accomplish the purposes of this section. The court may not award consequential damages for breach of the warranty of fitness for human habitation.

Upon the filing of a complaint under this section, the court shall enter such temporary restraining orders as may be necessary to protect the health or well-being of tenants or of the public. [1977, c. 401, §4 (NEW) .]

[1981, c. 428, §9 (AMD) .]

5. Waiver. A written agreement whereby the tenant accepts specified conditions which may violate the warranty of fitness for human habitation in return for a stated reduction in rent or other specified fair consideration shall be binding on the tenant and the landlord.

Any agreement, other than as provided in this subsection, by a tenant to waive any of the rights or benefits provided by this section shall be void.

[1977, c. 401, §4 (NEW) .]

6. Heating requirements. It is a breach of the implied warranty of fitness for human habitation when the landlord is obligated by agreement or lease to provide heat for a dwelling unit and:

A. The landlord maintains an indoor temperature which is so low as to be injurious to the health of occupants not suffering from abnormal medical conditions; [1983, c. 764, §1 (NEW) .]

B. The dwelling unit's heating facilities are not capable of maintaining a minimum temperature of at least 68 degrees Fahrenheit at a distance of 3 feet from the exterior walls, 5 feet above floor level at an outside temperature of minus 20 degrees Fahrenheit; or [1983, c. 764, §1 (NEW) .]

C. The heating facilities are not operated so as to protect the building equipment and systems from freezing. [1983, c. 764, §1 (NEW) .]

Municipalities of this State are empowered to adopt or retain more stringent standards by ordinances, laws or regulations provided in this section. Any less restrictive municipal ordinance, law or regulation establishing standards are invalid and of no force and suspended by this section.

[1983, c. 764, §1 (NEW) .]

6-A. Agreement regarding provision of heat. A landlord and tenant under a lease or a tenancy at will may enter into an agreement for the landlord to provide heat at less than 68 degrees Fahrenheit. The agreement must:

A. Be in a separate written document, apart from the lease, be set forth in a clear and conspicuous format, readable in plain English and in at least 12-point type, and be signed by both parties to the agreement; [2009, c. 139, §1 (NEW) .]

B. State that the agreement is revocable by either party upon reasonable notice under the circumstances; [2009, c. 139, §1 (NEW) .]

C. Specifically set a minimum temperature for heat, which may not be less than 62 degrees Fahrenheit; and [2009, c. 139, §1 (NEW) .]

D. Set forth a stated reduction in rent that must be fair and reasonable under the circumstances. [2009, c. 139, §1 (NEW) .]

An agreement under this subsection may not be entered into or maintained if a person over 65 years of age or under 5 years of age resides on the premises. A landlord is not responsible if a tenant who controls the temperature on the premises reduces the heat to an amount less than 68 degrees Fahrenheit as long as the landlord complies with subsection 6, paragraph B or if the tenant fails to inform the landlord that a person over 65 years of age or under 5 years of age resides on the premises.

[2009, c. 139, §1 (NEW) .]

7. Rights are supplemental.

[T. 14, §6021, sub-§7 (RP) .]

SECTION HISTORY

1971, c. 270, (NEW). 1977, c. 401, §4 (RPR). 1977, c. 696, §164 (AMD). 1981, c. 428, §9 (AMD). 1983, c. 764, §1 (AMD). 1989, c. 484, §3 (AMD). 2009, c. 139, §1 (AMD). MRSA T. 14, §6021, sub-§7 (AMD).

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MEMORANDUM

TO: Mayor Robert E. Macdonald
Members of the City Council

FR: Gildace J. Arsenault, Director of Planning and Code Enforcement

RE: International Property Maintenance Code – Heating Revisions

DT: March 11, 2014

I recently learned that a municipality cannot have a less restrictive residential rental heating provision than that required by the State of Maine and any such lesser standards are invalid and of no force. M.R.S. Title 14 Chapter 710, §6021, Section 6 requires that heating facilities be capable of maintaining a minimum temperature of 68 degrees Fahrenheit. The 2009 Edition of the International Property Maintenance Code (IPMC) as amended requires a minimum temperature of 66 degrees Fahrenheit from September 15th to May 15th. The State law minimum temperature is required regardless of the time of the year; therefore, the proposed amendments to the IPMC will correct this oversight.

Thank you.

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Public Hearing and First Passage regarding amendments to the Elections ordinance for the redistricting of city ward boundary lines.

INFORMATION:

The Council recently held a workshop on this topic where the Council reviewed the new ward boundaries. Every ten years, municipalities must reapportion their wards, based upon the most recent federal census, to ensure an equal population balance between each ward. The variable between the lowest and the highest ward can be 10%.

Rather than adopting the written street description of the wards, City Administration has recommended the maps be adopted, similar to the adoption of the city zoning map. In the current language, there is the written street description and the maps, and it is noted if there is a discrepancy between the two, the map shall prevail. Attached is a citywide map depicting every ward as well as an individual map for each ward. The maps are referenced in the Elections Ordinance.

Please note these changes will be made effective June 13, 2014 in order to meet the state deadline of June 14, but held after the June 10 state primary election in order to avoid multiple ballot styles.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

REQUESTED ACTION:

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That the proposed amendments to the City Code of Ordinances, Chapter 32, "Elections", Section 32-1 "Wards described", receive first passage by a roll call vote, and that the public hearing be continued to the next regularly scheduled City Council meeting.

City of Lewiston ward population
March 18, 2014

WARD	Current	Proposed	Difference
1	5197	5357	+160
2	5164	5138	-26
3	5047	5412	+365
4	5137	5076	-61
5	5906	5400	-506
6	5142	5189	+47
7	4999	5020	+21
TOTAL	36,592	36,592	

36,592 divided by 7 wards = 5,228 average - target ward population starting point

Proposed ward breakdown - 7.2% difference smallest to largest

State statutes allow for up to a 10% difference

AN ORDINANCE PERTAINING TO ELECTIONS

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 32 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 32

ELECTIONS

ARTICLE I. IN GENERAL

Sec. 32-1. Wards described.

Official Ward Map. The wards of the city for all elections of the city shall be as shown on the map dated June 13, 2014 and maintained on file in the office of the city clerk.

The map shall depict the boundaries of each of the seven city electoral wards.

All amendments to the map shall be approved by the city council, and all amendments so approved shall be recorded in the office of the city clerk.

~~The ward and precinct boundaries of the city are as follows:~~

~~A. *Map included.* The wards and precincts of the city for all elections of the city shall be as shown on the map dated September 9, 2004, on file in the office of the city clerk.~~

~~B. *Narrative description of wards.* The ward and precinct boundaries of the city shown on the map as enacted by this section are further described as follows:~~

~~(1) *Ward one, precinct one:* Beginning at the Androscoggin River and the Vietnam Veterans Memorial Bridge; thence in a general easterly direction along said bridge to Maine Central Railroad Tracks; thence in a general northerly direction along Maine Central Railroad Tracks to Strawberry Avenue; thence in an easterly direction along Strawberry Avenue to Main Street; thence in a general southerly direction along Main Street to Ware Street; thence in a general easterly direction along Ware Street to College Street; thence in a general southwesterly direction along College Street to Elm Street; thence in a general westerly direction along Elm Street to Oak Street; thence in a general southerly direction along Oak Street to Union Street; thence in a general westerly direction along Union Street to Main Street; thence in a general southwesterly direction along Main Street to Park Street; thence in a general southeasterly direction along Park Street to Ash Street; thence in a general southwesterly direction along Ash Street to Canal Street; thence in a general southeasterly direction along Canal Street to Cedar Street; thence in a general~~

~~southwesterly direction along Cedar Street to Oxford Street; thence in a general northwesterly direction along Oxford Street to the Canal; thence in a general southwesterly direction along the Canal to the Androscoggin River; thence in a general northerly direction along said river to the point of beginning.~~

- (2) ~~Ward one, precinct two: Beginning at the Androscoggin River and the Vietnam Veterans Memorial Bridge; thence in a general easterly direction along said bridge to Maine Central Railroad Tracks; thence in a general easterly direction along said bridge to Maine Central Railroad Tracks; thence in a general northerly direction along Maine Central Railroad Tracks to Strawberry Avenue thence in an easterly direction along Strawberry Avenue to Main Street; thence in a general southerly direction along Main Street to Ware Street; thence in a general easterly direction along Ware Street to College Street; thence in a general northerly direction along College Street to Fair Street; thence in a general northwesterly direction along Fair Street to King Avenue; thence in a general northwesterly direction along King Avenue to Main Street; thence in a general northerly direction along Main Street to Maine Central Railroad Tracks; thence in a general northerly direction along the Maine Central Railroad Tracks to Stetson Road; thence in a general westerly direction along Stetson Road to Main Street; thence in a general northerly direction along Main Street to the Greene town line; thence in a general northwesterly direction along Greene Town Line to the Androscoggin River; thence in a general southerly direction along the Androscoggin River to the point of beginning.~~
- (3) ~~Ward two, precinct one: Beginning on Main Street at the Greene town line; thence in a general southeasterly direction along the Greene town line to Old Greene Road; thence in a general southerly direction along Old Greene Road to Sabattus Street; thence in a general westerly direction along Sabattus Street to Russell Street; thence in a general westerly direction along Russell Street to College Street; thence in a general northerly direction along College Street to Fair Street; thence in a general northwesterly direction along Fair Street to King Avenue; thence in a general northwesterly direction along King Avenue to Main Street; thence in a general northerly direction along Main Street to Maine Central Railroad Tracks; thence in a northerly direction along the Maine Central Railroad Tracks to Stetson Road; thence in a general westerly direction along Stetson Road to Main Street; thence in a general northerly direction along Main Street to the point of beginning.~~
- (4) ~~Ward two, precinct two: Beginning on Old Greene Road at the Greene town line; thence in a general southeasterly direction along the Greene town line to the Sabattus town line; thence in a general southerly direction along the Sabattus town line to Sabattus Street; thence in a general southwesterly direction along Sabattus Street to~~

~~Golder Road; thence in a general northerly direction along Golder Road to Pond Road; thence in a general northerly direction along Pond Road to No Name Pond Road; thence in a general westerly direction along No Name Pond Road to Old Greene Road; thence in a general northerly direction along Old Greene Road to the point of beginning.~~

- (5) ~~Ward two, precinct three: Beginning on Owen Street at Jean Street; thence in a general southerly direction along Jean Street to Sabattus Street; thence in a general southwesterly direction along Sabattus Street to East Avenue; thence in a general northeasterly direction along East Avenue to Owen Street; thence in a general easterly direction along Owen Street to the point of beginning.~~
- (6) ~~Ward three, precinct one: Beginning on College Street at Campus Avenue; thence in a general northeasterly direction along College Street to Russell Street; thence in a general easterly direction along Russell Street to Lafayette Street; thence in a general southwesterly direction along Lafayette Street to Campus Avenue; thence in a general westerly direction along Campus Avenue to the point of beginning.~~
- (7) ~~Ward three, precinct two: Beginning on Park Street at Ash Street; thence in a general northwesterly direction along Park Street to Main Street; thence in a general northeasterly direction along Main Street to Union Street; thence in a general easterly direction along Union Street to Oak Street; thence in a general northerly direction along Oak Street to Elm Street; thence in a general easterly direction along Elm Street to College Street; thence in a general northerly direction along College Street to Campus Avenue; thence in a general easterly direction along Campus Avenue to Lafayette Street; thence in a general northeasterly direction along Lafayette Street to Russell Street; thence in a general easterly direction along Russell Street to East Avenue; thence in a general southerly direction along East Avenue to Tampa Street; thence in a general westerly direction along Tampa Street to Sylvan Avenue; thence in a general southerly direction along Sylvan Avenue to Webster Street; thence in a general westerly direction along Webster Street to Walnut Street; thence in a general southwesterly direction along Walnut Street to Bradley Street; thence in a general northwesterly direction along Bradley Street to Sabattus Street; thence in a general southwesterly direction along Sabattus Street to Bartlett Street; thence in a general southeasterly direction along Bartlett Street to Ash Street; thence in a general southwesterly direction along Ash Street to the point of beginning.~~
- (8) ~~Ward three, precinct three: Beginning on Walnut Street at Webster Street; thence in a general southwesterly direction along Walnut Street to Bradley Street; thence in a general northwesterly direction along Bradley Street to Sabattus Street; thence in a general easterly~~

~~direction along Sabattus Street to Webster Street; thence in a general southeasterly direction along Webster Street to the point of beginning.~~

- ~~(9) — *Ward four, precinct one:* Beginning on Connector Road at Sabattus Street; thence in a southerly direction along Connector Road to Farwell Street; thence in a southerly direction along Farwell Street to Webster Street; thence in a general southeasterly direction along Webster Street to 592 Webster Street; thence in a general northeasterly direction from 592 Webster Street to the Right of Way to Pagoma Lane; thence in a general northeasterly direction along Pagoma Lane to Randall Road; thence in a northerly direction along Randall Road to Sabattus Street; thence in a general westerly direction along Sabattus Street to the point of beginning.~~
- ~~(10) — *Ward four, precinct two:* Beginning on Old Greene Road at Randall Road; thence in a general northeasterly direction along Old Greene Road to No Name Pond Road; thence in a general easterly direction along No Name Pond Road to Pond Road; thence in a general southerly direction along Pond Road to Sabattus Street; thence in a general westerly direction along Sabattus Street to Grove Street; thence in a general southeasterly direction along Grove Street to Pond Road; thence in a general southerly direction along Pond Road to Webster Street; thence in a general westerly along Webster Street to 592 Webster Street; thence in a general easterly direction from 592 Webster Street to the Right of Way to Pagoma Lane; thence in a general northerly direction along Pagoma Lane to Randall Road; thence in a general northerly direction along Randall Road to the point of beginning.~~
- ~~(11) — *Ward five, precinct one:* Beginning on Webster Street at Walnut Street; thence in a general southeasterly direction along Webster Street to East Avenue; thence in a general southerly direction along East Avenue to Bartlett Street; thence in a general northwesterly direction along Bartlett Street to Adams Avenue; thence in a general southerly direction along Adams Avenue to Knox Street; thence in a general northwesterly direction along Knox Street to Birch Street; thence in a general southwesterly direction along Birch Street to Park Street; thence in a general northwesterly direction along Park Street to Ash Street; thence in a general northeasterly direction along Ash Street to Bartlett Street; thence in a general northwesterly direction along Bartlett Street to Sabattus Street; thence in a general easterly direction along Sabattus Street to Bradley Street; thence in a general southeasterly direction along Bradley Street to Walnut Street; thence in a general northeasterly direction along Walnut Street to the point of beginning.~~
- ~~(12) — *Ward five, precinct two:* Beginning on Webster Street at Sylvan Avenue; thence in a general easterly direction along Webster Street to Farwell Street; thence in a general northeasterly direction along~~

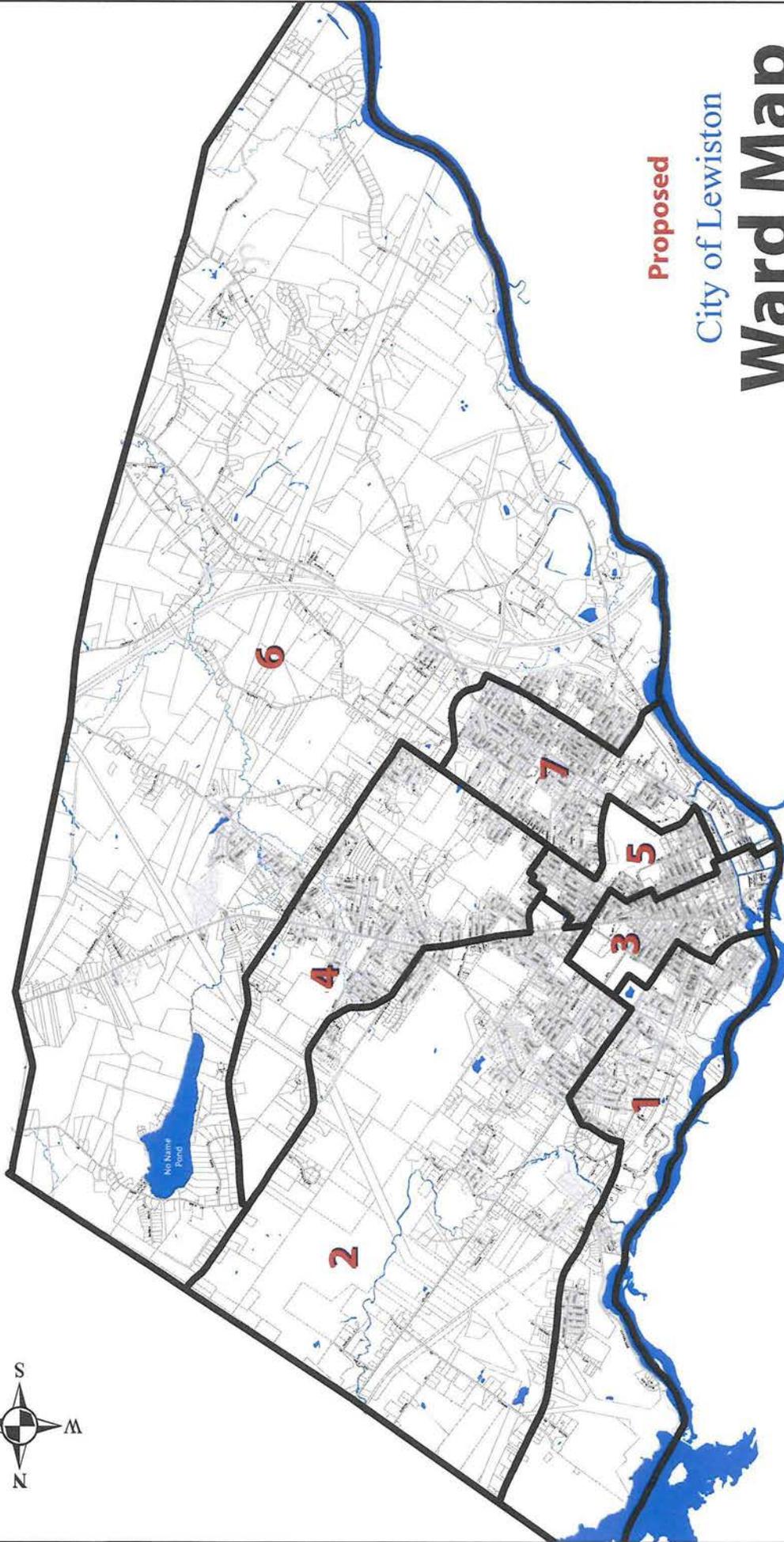
~~Farwell Street to Connector Road; thence in a general northerly direction along Connector Road to Sabattus Street; thence in a general westerly direction along Sabattus Street to East Avenue; thence in a general southwesterly direction along East Avenue to Tampa Street; thence in a general westerly direction along Tampa Street to Sylvan Avenue; thence in a general southwesterly direction along Sylvan Avenue to the point of beginning.~~

- (13) ~~—~~ *Ward six, precinct one:* Beginning at Lisbon Street and Cassell Street; thence in a general easterly direction along Lisbon Street to Interstate 495; thence in a general easterly direction along Interstate 495 to the Sabattus town line; thence in a general northerly direction along the Sabattus town line to Sabattus Street; thence in a general westerly direction along Sabattus Street to Golder Road; thence in a general northerly direction along Golder Road to Pond Road; thence in a general southerly direction along Pond Road to Sabattus Street; thence in a general westerly direction along Sabattus Street to Grove Street; thence in a general southeasterly direction along Grove Street to Pond Road; thence in a general southerly direction along Pond Road to Webster Street; thence in a general westerly direction along Webster Street to Alfred A. Plourde Parkway; thence in a southerly direction along Alfred A. Plourde Parkway to Mitchell Street; thence in a general southerly direction along Mitchell Street to Pleasant Street; thence in a westerly direction along Pleasant Street to Cassell Street; thence in a general southerly direction along Cassell Street to the point of beginning.
- (14) ~~—~~ *Ward six, precinct two:* Beginning on Gully Brook at Lisbon Street; thence in a general southwesterly direction along Gully Brook to the Androseoggin River; thence in a general southerly direction along the Androseoggin River to the Lisbon Town Line; thence in a general northerly direction along the Lisbon Town Line to the Sabattus Town Line; thence in a general northerly direction along the Sabattus Town Line to Interstate 495; thence in a general southwesterly direction along Interstate 495 to Lisbon Street; thence in a general westerly direction along Lisbon Street to the point of beginning.
- (15) ~~—~~ *Ward seven, precinct one:* Beginning on Webster Street at Webber Avenue; thence in a general southeasterly direction along Webster Street to Alfred A Plourde Parkway; thence in a general southwesterly direction along Alfred A Plourde Parkway to Mitchell Street; thence in a general southwesterly direction along Mitchell Street to Pleasant Street; thence in a general westerly direction along Pleasant Street to Webber Avenue; thence in a general northeasterly direction along Webber Avenue to the point of beginning.
- (16) ~~—~~ *Ward seven, precinct two:* Beginning on Webster Street at East Avenue; thence in a general southeasterly direction along Webster Street to Webber Avenue; thence in a general southerly direction

~~along Webber Avenue to Pleasant Street; thence in a general easterly direction along Pleasant Street to Cassell Street; thence in a general southerly direction along Cassell Street to Lisbon Street; thence in a general westerly direction along Lisbon Street to Gully Brook; thence in a general southerly direction along Gully Brook to the Androscoggin River; thence in a general northwesterly direction along the Androscoggin River to the Canal; thence in a general easterly direction toward Oxford Street; thence in a general southerly direction along Oxford Street to Cedar Street; thence in a general easterly direction along Cedar Street to the Canal Street; thence in a general northerly direction along Canal Street to the Ash Street; thence in a general easterly direction along Ash Street to Park Street; thence in a general southerly direction along Park Street to Birch Street; thence in a general easterly direction along Birch Street to Knox Street; thence in a general southerly direction along Knox Street to Adams Avenue; thence in a general easterly direction along Adams Avenue to Bartlett Street; thence in a general southeasterly direction along Bartlett Street to East Avenue; thence in a general northerly direction along East Avenue to the point of beginning.~~

C. ~~Conflicts between map and description.~~ In the event of any conflict between the above map and the preceding description, the map provision shall control.

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



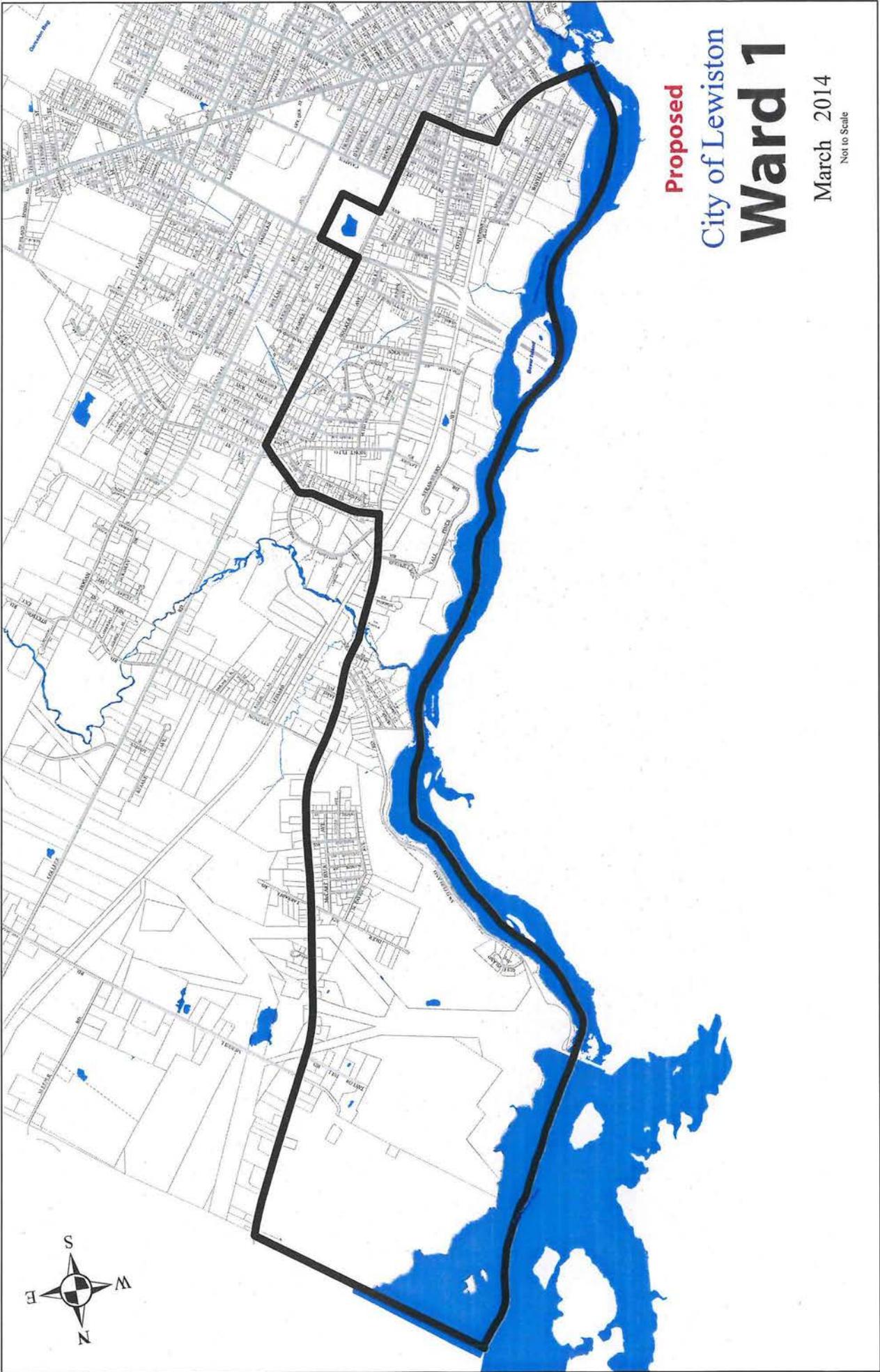
Proposed

City of Lewiston

Ward Map

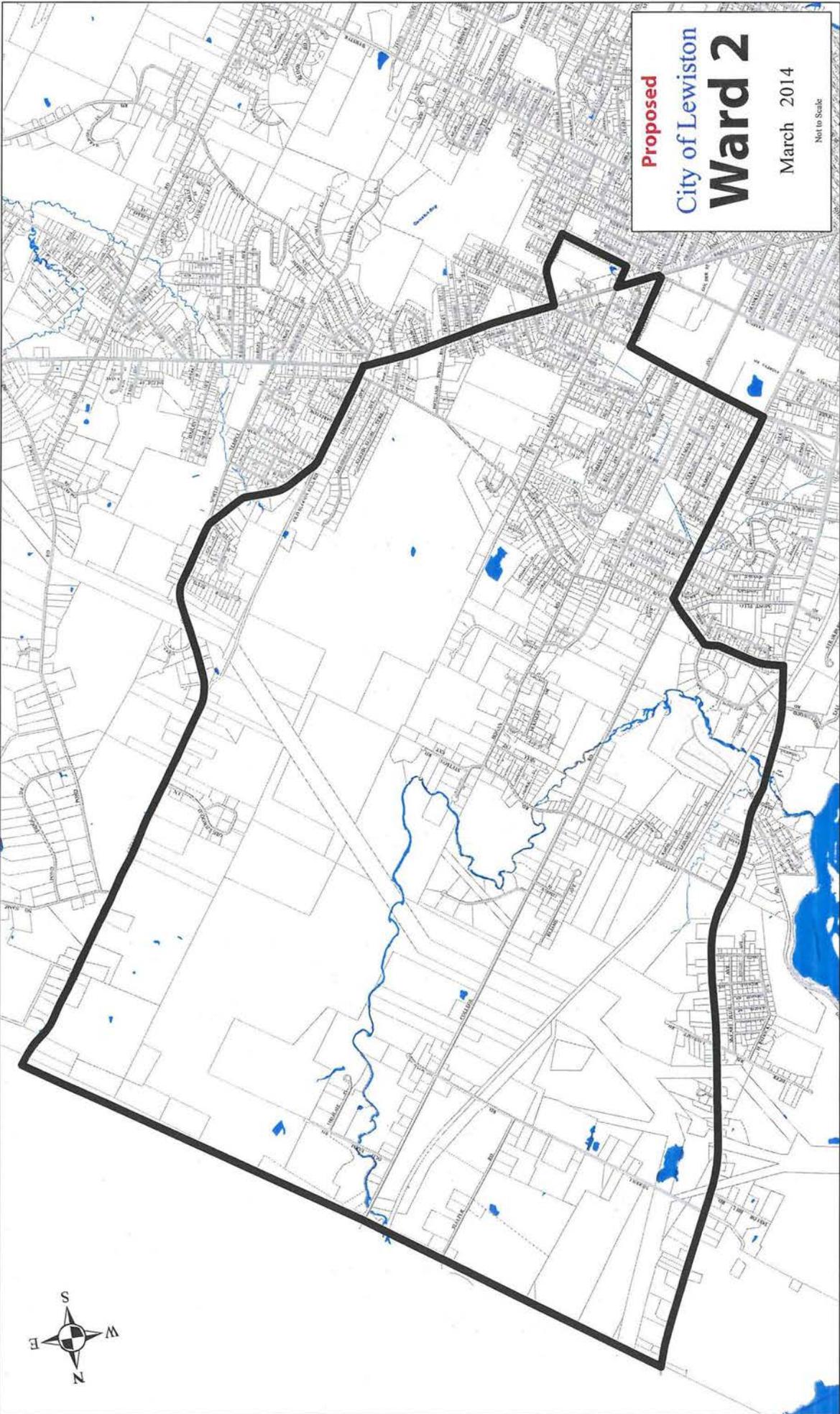
March 2014

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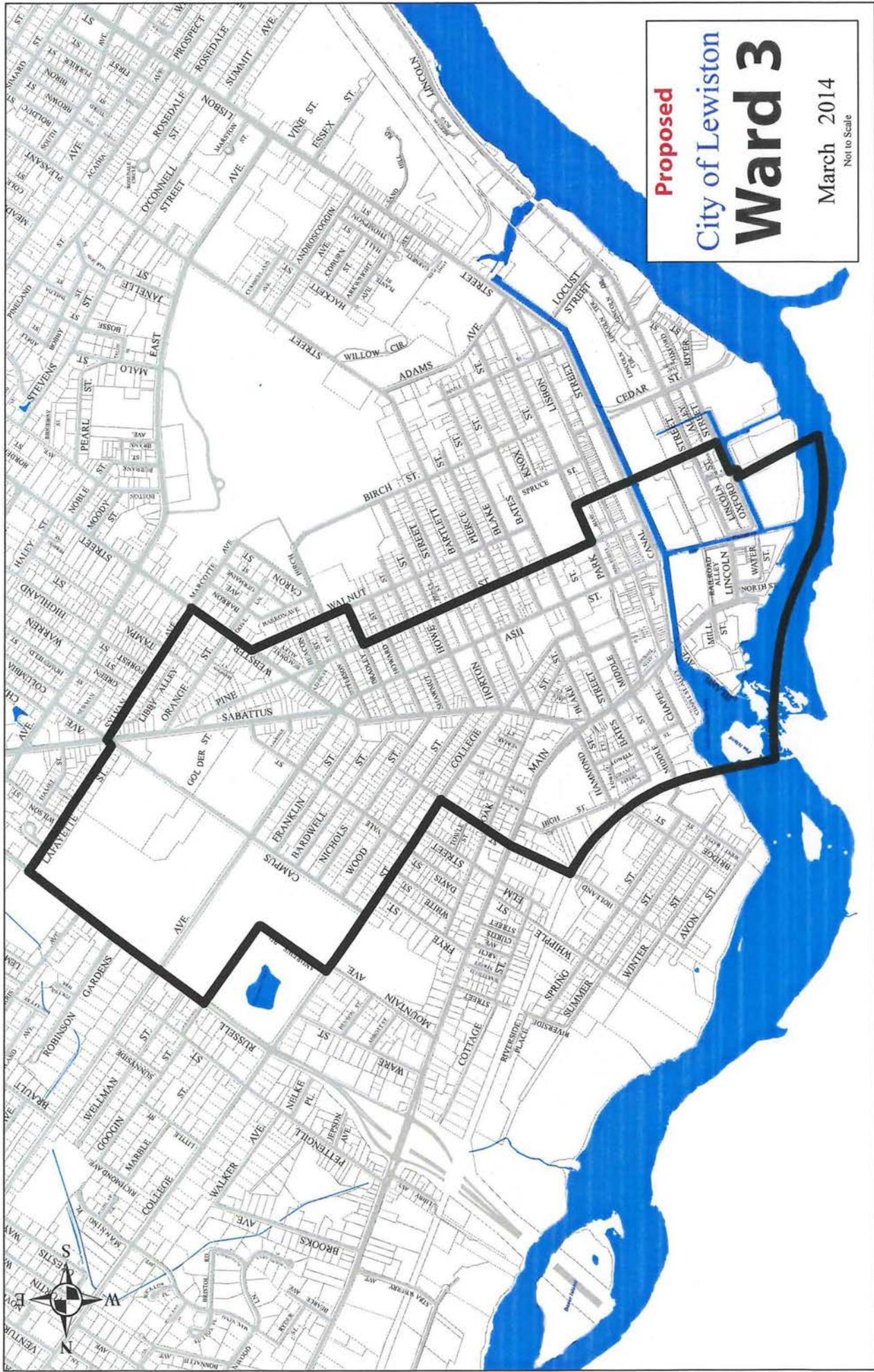
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City of Lewiston
Ward 1

March 2014
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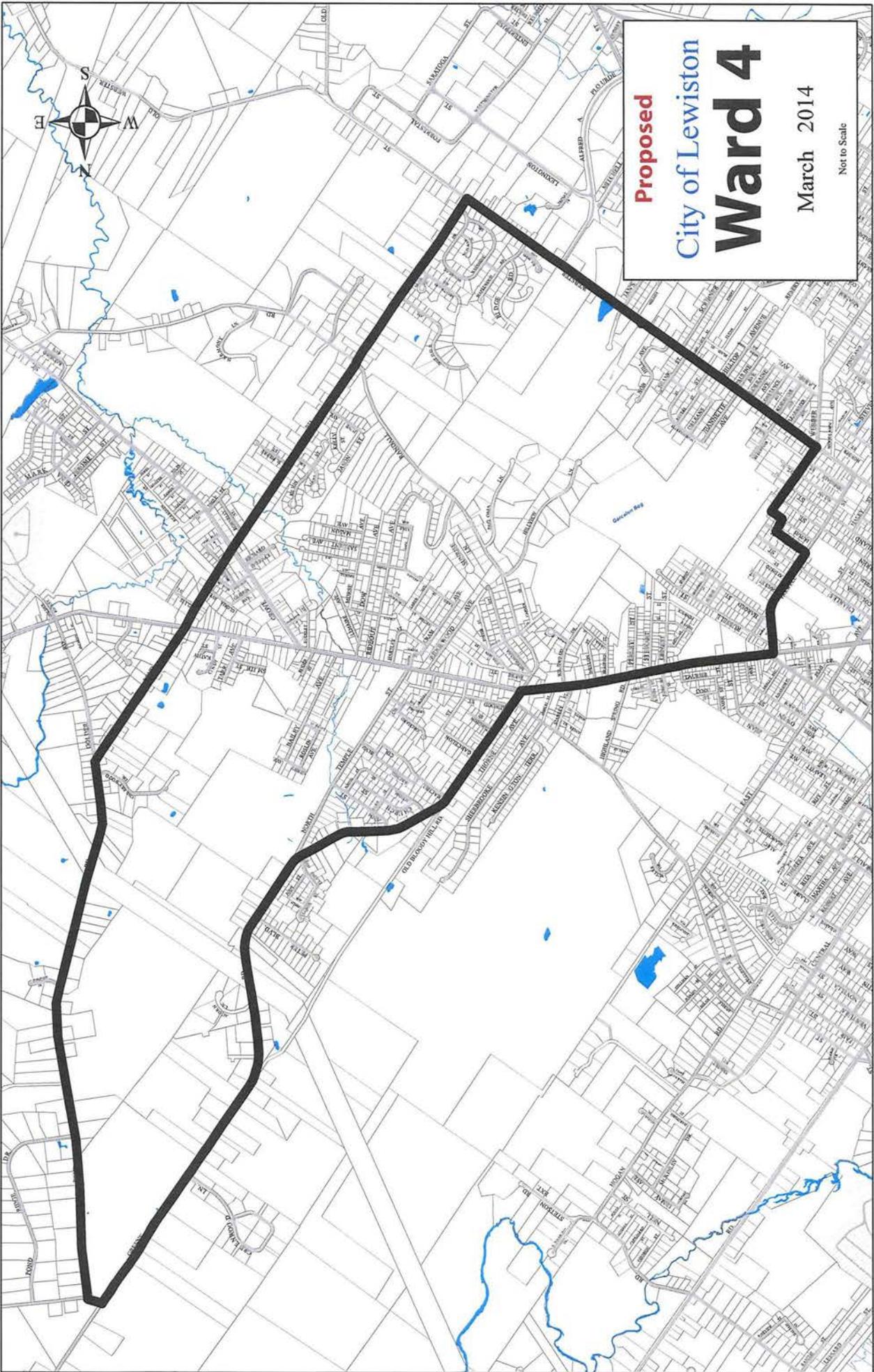


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Ward 2
March 2014
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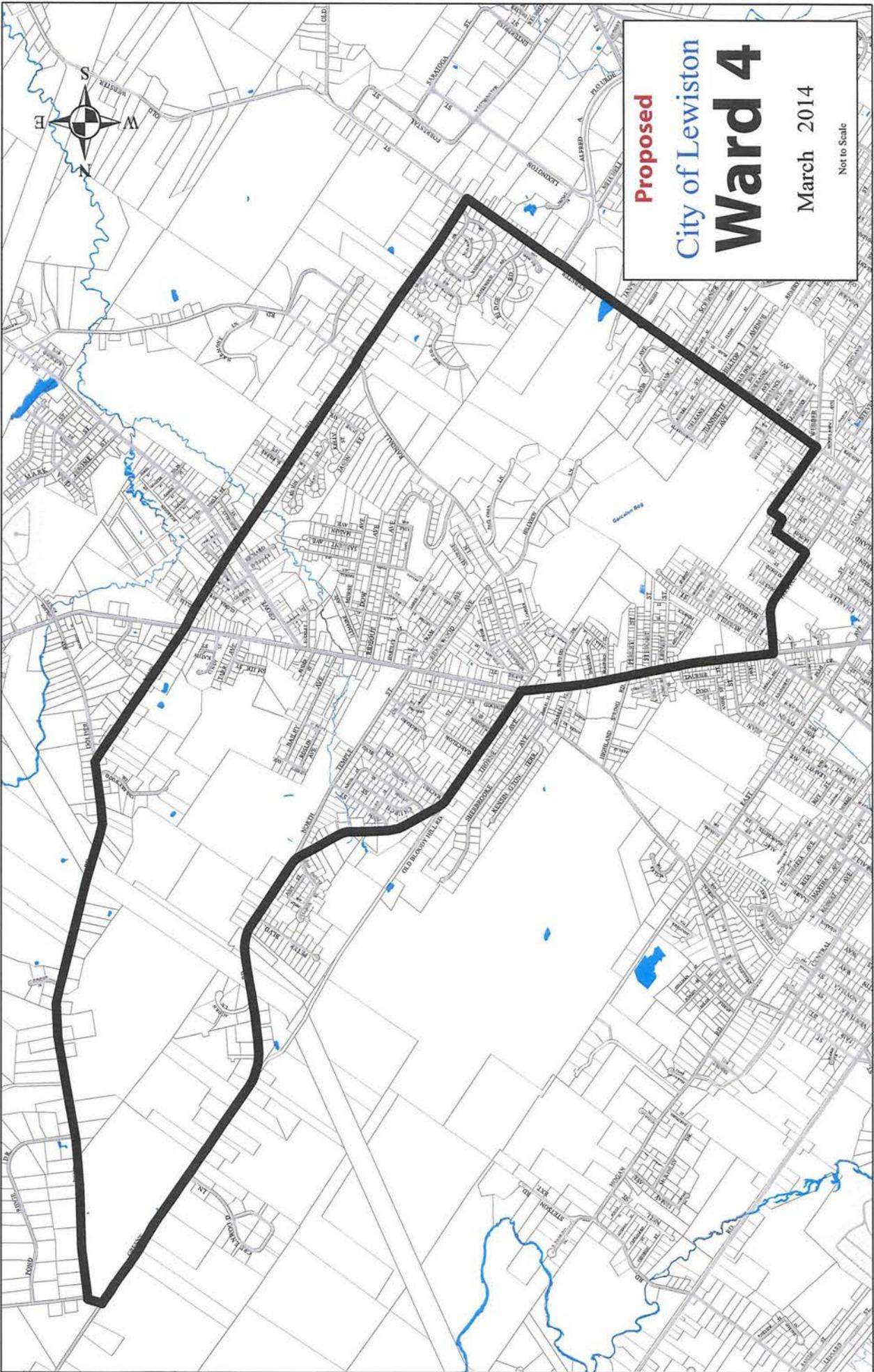


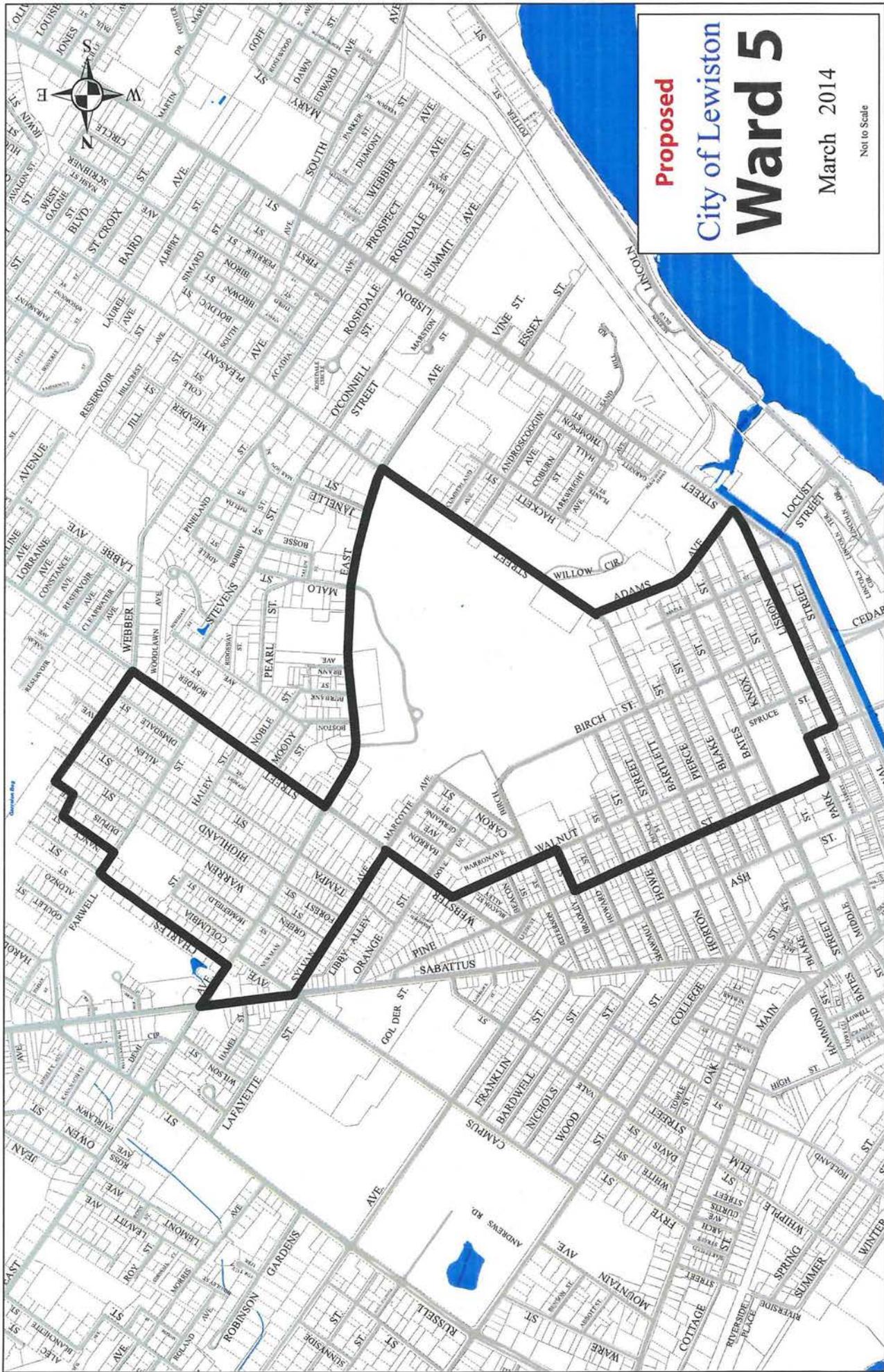


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Ward 3
March 2014
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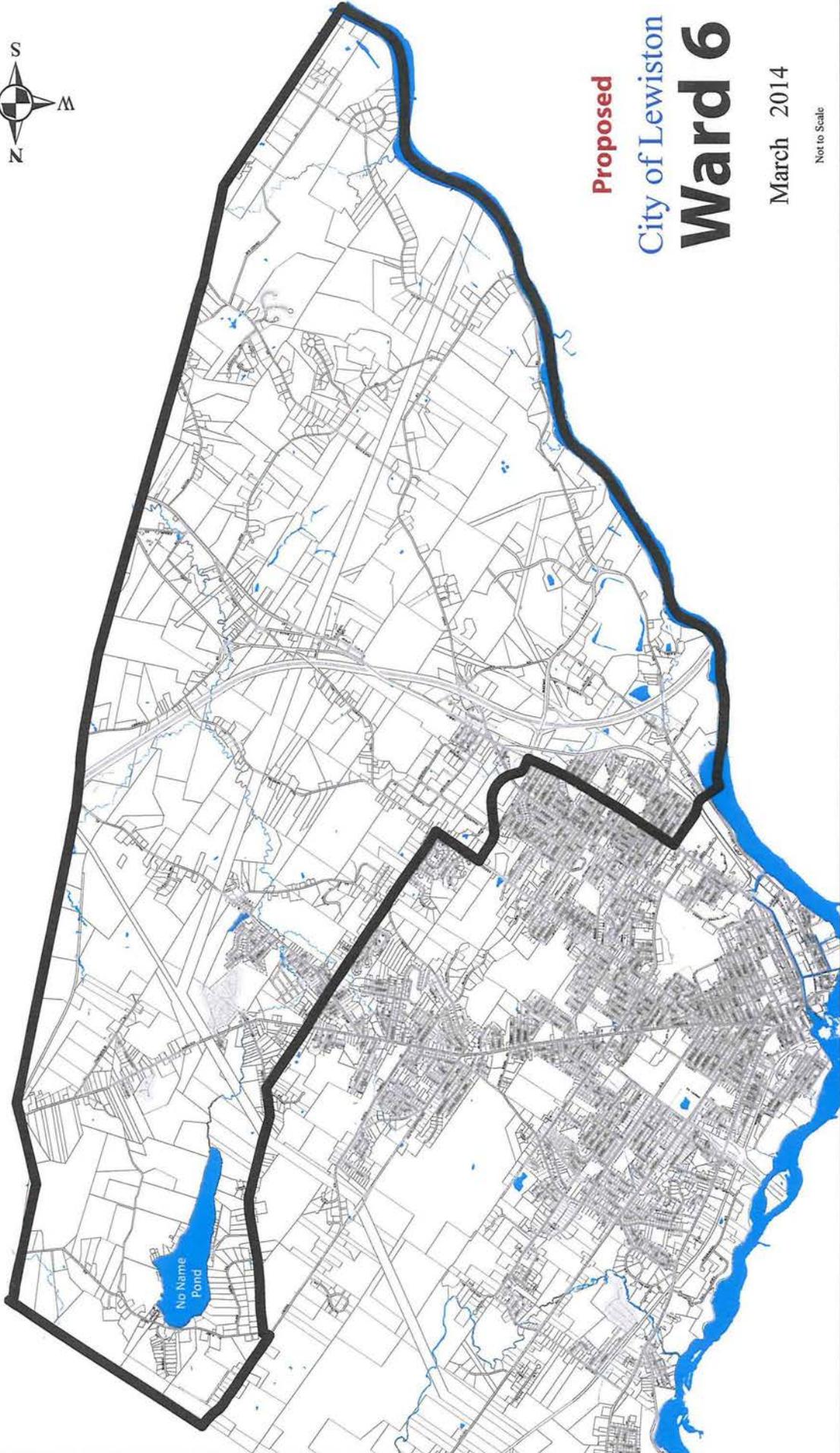


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Ward 4
March 2014
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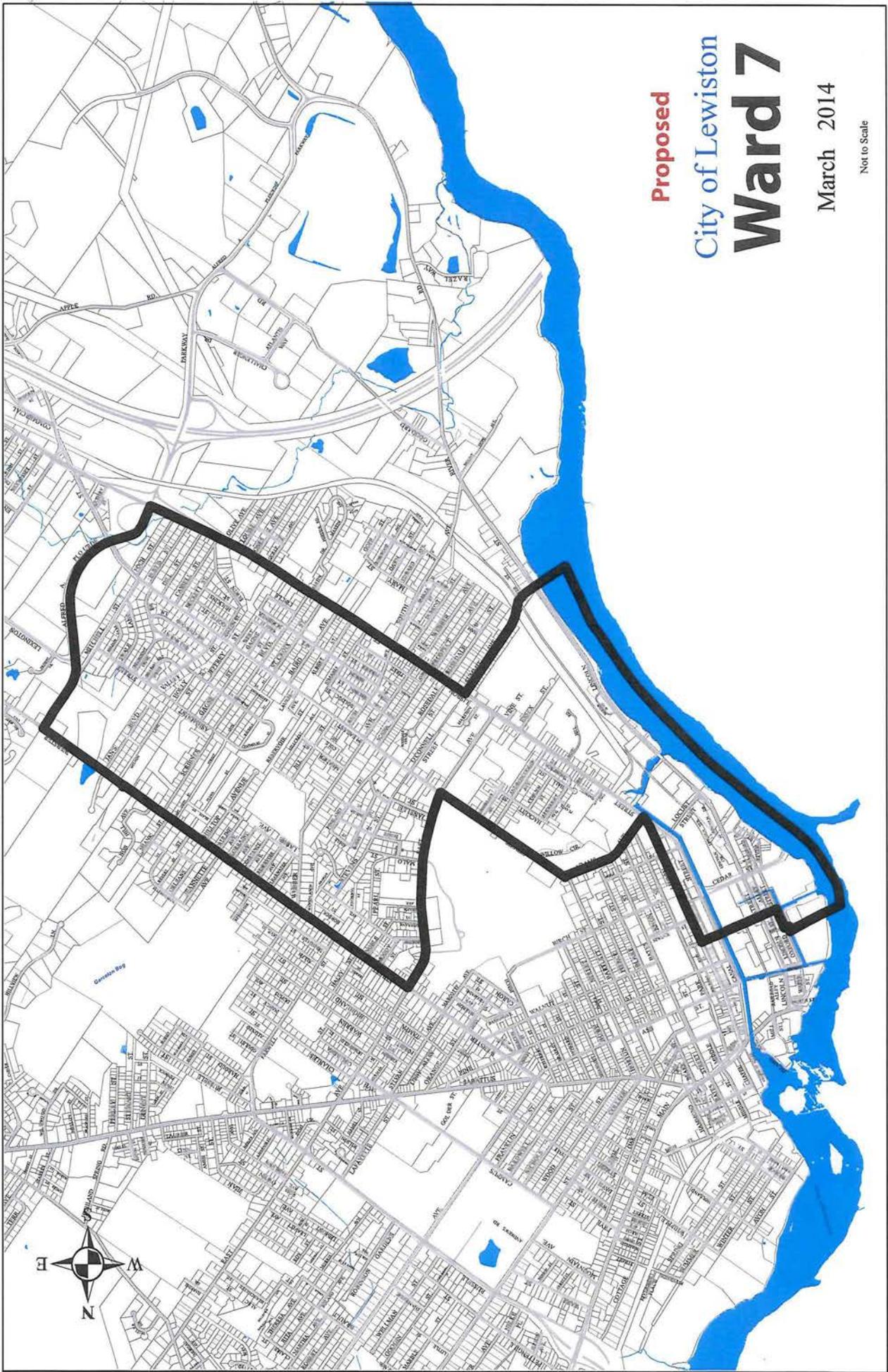
Proposed
City of Lewiston
Ward 5
March 2014
Not to Scale



Proposed
City of Lewiston
Ward 6

March 2014

Not to Scale



Proposed
City of Lewiston
Ward 7

March 2014

Not to Scale

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Amendments to the Parking Fees Policy regarding parking garage rules.

INFORMATION:

The City Council is asked to adopt the proposed parking garage rules which govern operation in the city's parking garages. These rules will be incorporated into the City's Policy Manual under the Parking Fees Policy (#42). These items include issues of new cards, re-activation, billing, non-payment, cancellation, lost cards, what is and is not allowed in the garages and the use of automobile engine block heaters.

This policy has been prepared by Director of Facilities Mike Paradis and DPW Director Dave Jones. Passage is requested.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.



REQUESTED ACTION:

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To approve the proposed amendment to the Parking Fees Policy, Policy Manual Number 42, as recommended by the Department of Public Works and City Administration.

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

PARKING GARAGE POLICY AND RULES

1. New cards: If applicant enrolls on or before the 5th of the month, that month's parking fee will be prorated as needed and a non-refundable card fee of \$5.00 will be due at time of application, thereafter you will be billed monthly. Applications need to be forwarded to the Auditor's Office immediately so that the next month's bill can be processed as soon as possible. After the 5th of the month, the prorated amount for the current month, the full amount of next month's parking fee, and the non-refundable card fee of \$5.00, will be due upon application.
2. Re-Activation: Upon reactivation, all prior outstanding balances must be paid in addition to the current prorated portion and the following month as needed. No \$5.00 non-refundable card fee is required.
3. Billing: Invoices will be sent thirty days prior to the next month's parking due date. Payment is due on the 1st day of the month, for that month. There is a 5-day grace period after which the card will be deactivated.
4. Non-Payment: If a parking pass has been shut off after the 5-day grace period, the card will be re-activated upon payment of the outstanding balance (see above). There will be no proration between the time the card was deactivated and when your card is re-activated. The city will not be responsible for reimbursement of parking garage fees incurred while the card is deactivated.
5. Cancellation: A refund will only be issued if cancellation notification is received on or before the 10th of the month, at which point a \$6.00 administrative fee will be charged along with the parking for the days used that month. A check will be issued within two weeks. There are no cash refunds. After the 10th of the month, no refund will be issued.
6. Lost or Damaged Card: lost or damaged cards will be replaced at a cost of \$10.00 each.
7. Rules:
 - a. The City is not responsible for any damage or theft to your vehicle while your vehicle is parked in either the parking garage or space. Please notify the Lewiston Police Department of these issues if they arise.
 - b. The card you were issued contains a computer chip unique to that card. Each entry must be followed by an exit with no deviation allowed. Please use your card properly.
 - c. The parking garage is not to be used for storage of vehicles. Any vehicle which has remained parked for more than 7 days without moving is subject to being towed at owner's expenses, unless prior arrangements have been made with the garage management. Vehicles must be registered and have a valid inspection sticker.
 - d. If you forget your card, one free exit per month will be allowed. Any additional occasions will require payment of the applicable hourly charges.
 - e. Do not park in handicapped spaces without displaying a valid disabled hang tag. You will receive a two hundred dollar (\$200) ticket from the City Parking Division.
 - f. Motorcycles, RV' and/or trailers are not allowed in the garage.
 - g. Bicycles, skate boards, and roller skates are not to be used in the parking garage. If you must transport your bike to or from your vehicle, or the bike rack, please walk beside it.
 - h. Please be considerate of others.
 - i. Always park between lines, and pull completely into stall.
 - j. Vehicles posing a hazard, such as leaking gas, will be removed from the garage at Owner's expense.
 - k. Keep right at all times while vehicle is in motion.
 - l. Park smart – do not leave valuables in sight.
 - m. Please do not leave unattended pets in vehicles.

PARKING GARAGE POLICY AND RULES

8. Use of Automobile Engine Block Heater: Parking garage customers who want to plug their personal automobile block heater into the garage's electrical system shall pay a monthly fee of \$25 per vehicle that is 800 watts or less, and \$40 for all other vehicles, not to exceed 1600 watts. There is a limited capacity for powering block heaters so this service is based on first come, first served. Chestnut Parking Garage has capacity for four (4) chargeable vehicles, and all other City Parking garages have a capacity for two (2) chargeable vehicles at each location.
- The City shall be held harmless from any damage to their vehicles resulting from any power surges resulting from our electrical distribution system.
 - The City shall be held harmless if associated equipment is used to damage other vehicles or the electrical system in the garage.
 - 100% of the damage to other vehicles and/or the parking garage shall be the responsibility of the customer using the electrical service for the block heater.
 - The customer using the electrical service shall provide proof that such damages are covered under his/her comprehensive insurance.

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Condemnation Hearing for the building located at 112 Holland Street.

INFORMATION:

The City has begun the process for condemnation of the property at 112 Holland Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

The agenda background material pertains to the condition of this property. The City Attorney will be present on Tuesday evening to assist the City Council with the condemnation hearing and to advise accordingly.

PLEASE NOTE - The background material for this agenda item is included in a separate binder that was distributed with the meeting agenda binder.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA/B/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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1) To conduct a hearing to determine if the building located at 112 Holland Street has meet the dangerous building statutes as defined in Title 17, sec. 2851 et all.

If it is determined that the building does meet the dangerous building criteria, then the Council is asked :

2) With regard to the property at 112 Holland Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

112 HOLLAND STREET

OWNERSHIP DOCUMENTS

QUITCLAIM DEED

TRAVIS P. SOULE of New Gloucester, County of Cumberland and State of Maine and RICHARD HERMAN of Falmouth, County of Cumberland, and State of Maine, for consideration paid, grant to 134 MAIN STREET, LLC, a Maine limited liability company with a principal place of business and mailing address of 50 Portland Pier, Suite 400, Portland, Maine 04101, WITH QUITCLAIM COVENANT, that certain lot or parcel of land with the building and improvements thereon located in Lewiston, County of Androscoggin, State of Maine, bounded and described as follows:

110-112 Holland Street, Lewiston

Beginning on the northerly line of said Holland Street at the westerly corner of land now or formerly owned by one Cross;

THENCE running westerly by and said northerly line of said Holland Street, for a distance of seventy (70) feet;

THENCE running northerly parallel with the westerly line of said land now or formerly owned by said Cross one hundred (100) feet, more or less, to the Main Street School House Lot owned now or formerly by the City of Lewiston;

THENCE easterly by said Maine Street School House Lot for a distance of seventy (70) feet to said land now or formerly owned by said Cross;

THENCE southerly by said land now or formerly owned by said Cross to the northerly line of said Holland Street and the point of beginning.

Being part of the premises described in the deed of LA Italian Properties, LLC to these Grantors by deed dated February 12, 2007, and recorded in the Androscoggin County Registry of Deeds in Book 7057, Page 239.

Also hereby conveying all rights, easements, privileges and appurtenances belonging to the parcel and subject to any easements, covenants and restrictions of record.

This conveyance is subject to the mortgage from Travis P. Soule to Atlantic National Finance Company, LLC dated April 6, 2007, and recorded in Book 7109, Page 325. Said Mortgage was assigned to Atlantic National Trust, LLC, by an Assignment dated April 19, 2007, and recorded in Book 7120, Page 289.

In witness whereof the said Grantors have signed and sealed this instrument this 15th day of January, 2009.

[Signature]
Witness

[Signature]
Travis P. Soule

NO MAINE R.E.
TRANSFER TAX PAID



[Signature]
Witness

[Signature]
Richard Herman

STATE OF MAINE
ANDROSCOGGIN SS.

Personally appeared before me this 10th 30th day of April January, 2009, the above-named Travis P. Soule and acknowledged the foregoing instrument to be his free act and deed.

[Signature]
Notary Public
Print/type name: _____
My commission expires: _____

STATE OF MAINE
ANDROSCOGGIN SS.

Personally appeared before me this 30th day of January, 2009, the above-named Richard Herman and acknowledged the foregoing instrument to be his free act and deed.

[Signature]
Notary Public
Print/type name: Arlene M. Thompson
My commission expires: 8/18/2014 **SEAL**

TITLE NOT SEARCHED

ARLENE M. THOMPSON
Notary Public, Maine
My Commission Expires August 18, 2014

ANDROSCOGGIN COUNTY
[Signature]
REGISTER OF DEEDS

NOTICE OF HEARING
CERTIFICATES OF SERVICE

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

134 Main Street, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Atlantic National Trust, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Camden National Bank
301 Park Street
Rockland, Maine 04841

Ocwen Loan Servicing, LLC
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

112 HOLLAND STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

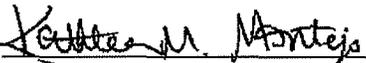
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 178 Holland Street, Lewiston, Maine, identified as Lot 26 on Tax Map 194, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 7668, Page 44, is a dangerous building or nuisance within the meaning of 17 M.R.S. § 2851, and if so, what is the appropriate remedy.

If the City Council finds that the structure is dangerous or a nuisance, it may order the appropriate corrective action, including, but not limited to, demolition and removal of the structure. If the corrective action is not taken by the deadline established by the City Council's order, and no appeal is taken, the City may take the corrective action at the City's expense. The City may then recover all of its expenses, including reasonable attorneys' fees and costs, by means of a special tax or civil action.

This hearing is your opportunity to present evidence as to why the structure is not dangerous or a nuisance and to oppose any corrective action ordered by the City Council. Failure to attend may result in the waiver of certain rights with regard to this property.

Dated: February 27, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

February 27, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney at Law

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS

Kelly J. Brooks
Notary Public, Maine
My Commission Expires Sept. 11, 2018

EXHIBIT B

1722000

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
112 HOLLAND STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, *et seq.*

On 2-28-14, ~~2014~~ (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving Susan K. Labrie, the person authorized to accept service for 134 Main Street, LLC, by delivering a copy of same at the following address:

134 Main Street, LLC
c/o Susan K. Labrie
50 Portland Pier, Suite 400
Portland, ME 04101

Costs of Service:

Service:	\$	<u>16.00</u>
Travel:	\$	<u> </u>
Postage:	\$	<u> </u>
Other:	\$	<u>5.00</u>
 TOTAL:	\$	<u>21.00</u>

[Signature]
Signature

D. Skeriff
Agency



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

134 Main Street, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Atlantic National Trust, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Camden National Bank
301 Park Street
Rockland, Maine 04841

Ocwen Loan Servicing, LLC
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

112 HOLLAND STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

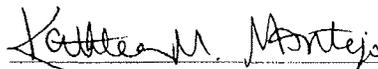
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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Dated: February 27, 2014



Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

February 27, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.



Notary Public / Attorney at Law

Return

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
112 HOLLAND STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, et seq.

On 2-28-, 2014 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving Susan K. Labrie, the person authorized to accept service for Atlantic National Trust, LLC, by delivering a copy of same at the following address:

Atlantic National Trust, LLC
c/o Susan K. Labrie
50 Portland Pier, Suite 400
Portland, ME 04101

Costs of Service:

Service:	\$	<u>16.00</u>
Travel:	\$	<u>8.40</u>
Postage:	\$	<u>6.9</u>
Other:	\$	<u>5.00</u>
TOTAL:	\$	<u>30.00</u>

Samantha Benaou
Signature

D. Skiff
Agency



EXHIBIT D

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

134 Main Street, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Atlantic National Trust, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Camden National Bank
301 Park Street
Rockland, Maine 04841

Ocwen Loan Servicing, LLC
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

112 HOLLAND STREET, LEWISTON, MAINE

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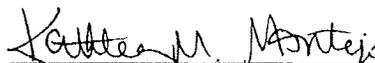
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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Dated: February 27, 2014



Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

February 27, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.



Notary Public / ~~Attorney at Law~~

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
112 HOLLAND STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, et seq.

On March 4, 2014 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving the person authorized to accept service for Camden National Bank, by delivering a copy of same at the following address:

Camden National Bank
245 Commercial Street
Rockland, ME 04841
(John Jacobson)

Costs of Service:

Service: \$ _____
Travel: \$ _____
Postage: \$ _____
Other: \$ _____ *See Inv.*
TOTAL: \$ _____

Linda Lasko-Nald
Signature

Knox 50
Agency



NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

134 Main Street, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Atlantic National Trust, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Camden National Bank
301 Park Street
Rockland, Maine 04841

Ocwen Loan Servicing, LLC
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

112 HOLLAND STREET, LEWISTON, MAINE

You are hereby notified that the City Council of the City of Lewiston, Maine will hold a hearing on:

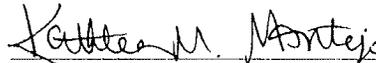
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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Dated: February 27, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

February 27, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / Attorney at Law

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

NOTICE OF HEARING
112 HOLLAND STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, *et seq.*

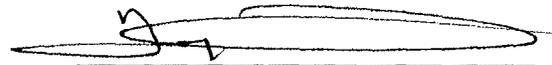
On MAR 04 2014, ~~2014~~ (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving, Corporation Service Company, Agent for Ocwen Loan Servicing, LLC, by delivering a copy of same at the following address:

Ocwen Loan Servicing, LLC
c/o Corporation Service Company, Registered Agent
45 Memorial Circle
Augusta, ME 04330

Costs of Service:

Service: \$ _____
Travel: \$ _____
Postage: \$ _____
Other: \$ _____

TOTAL: \$ _____



Signature

HARRY MCKENNEY
Chief Civil Deputy
Agency KENNEBEC COUNTY
SHERIFF'S OFFICE

NOTICE OF HEARING
Pursuant to 17 M.R.S. §§ 2851-59
Dangerous Buildings

134 Main Street, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Atlantic National Trust, LLC
c/o Susan K. Labrie
50 Portland Pier Suite 400
Portland, Maine 04101

Camden National Bank
301 Park Street
Rockland, Maine 04841

Ocwen Loan Servicing, LLC
c/o Corporation Service Company
45 Memorial Circle
Augusta, Maine 04330

112 HOLLAND STREET, LEWISTON, MAINE

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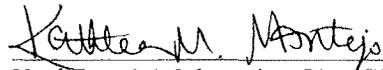
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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Dated: February 27, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

February 27, 2014

Before me this day personally appeared Kathleen M. Montejo who acknowledges the foregoing instrument to be her free act and deed.


Notary Public / ~~Attorney at Law~~

PHOTOGRAPHS

112 Holland Street

Photo # 1 Photo taken 2-27-2014. Front building front view



Photo # 2 Rear building front view showing deteriorated asphalt siding.

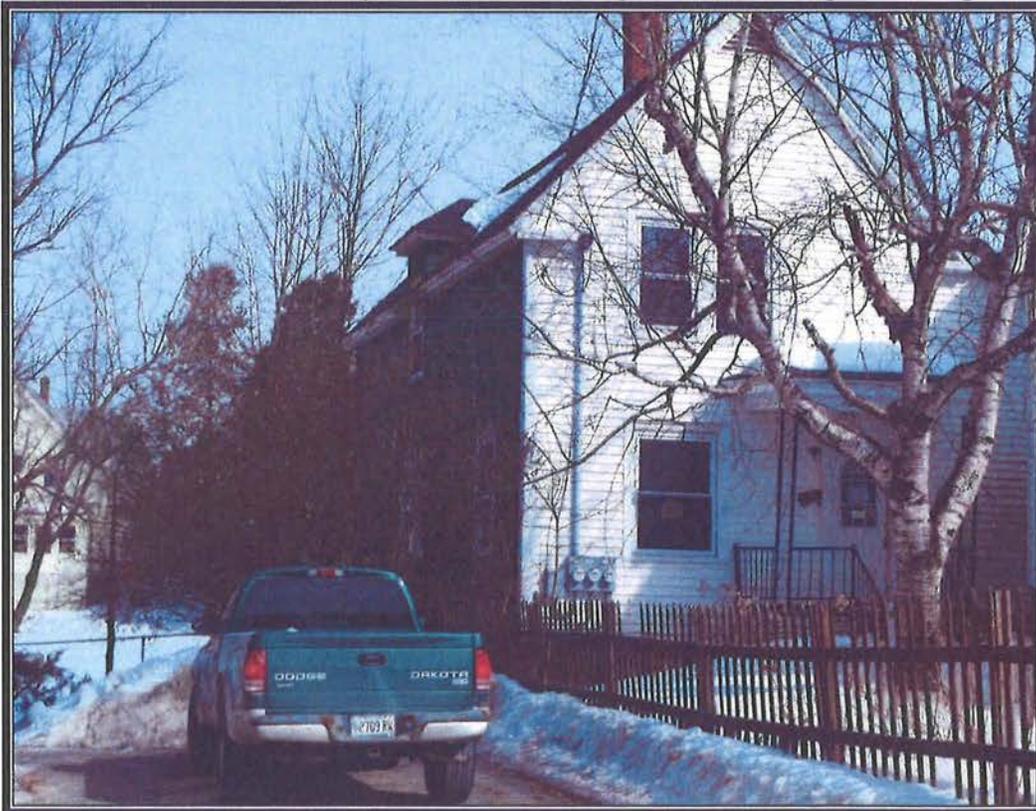


Photo # 3 Mortar deterioration of the brick joints, weakening the foundation, allowing the entry of water making it unstable..



Photo # 4 The brick foundation can be observed bowing inward due to hydrostatic pressure.



Photo # 5 Severely deteriorated foundation showing separated masonry units , bowing inward and in jeopardy of catastrophic collapse.

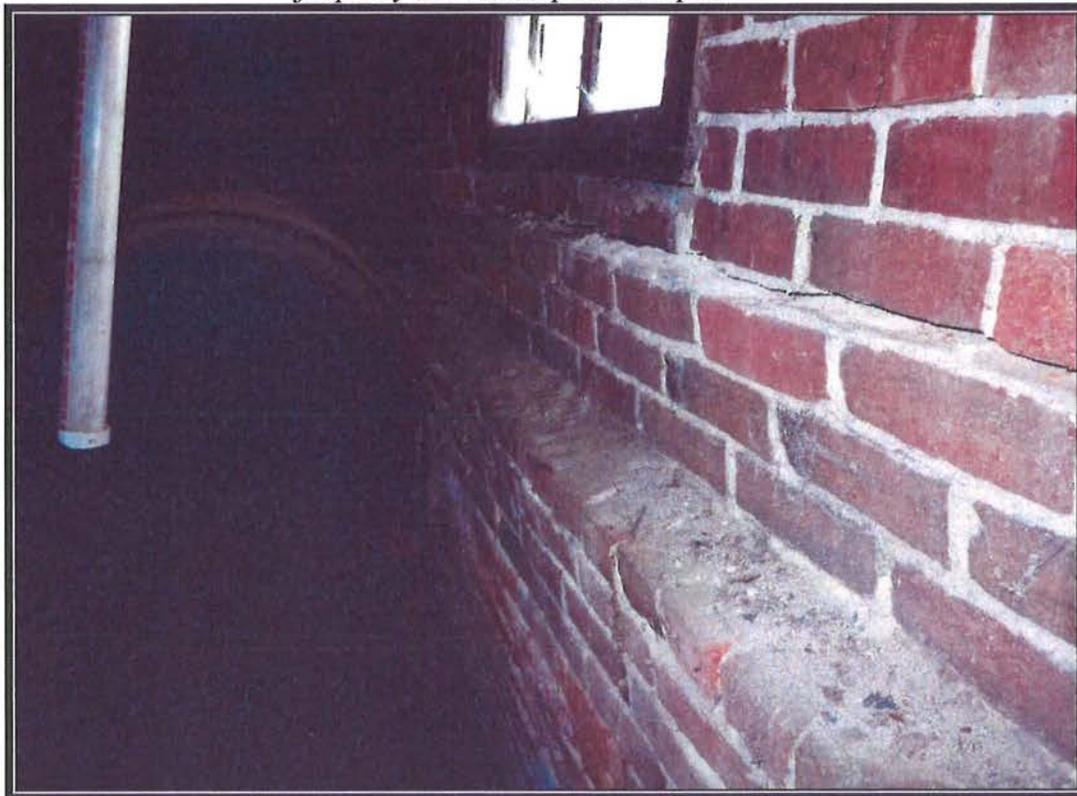


Photo # 6 The separation of masonry units showing the extraordinary extent of the wall deformation.

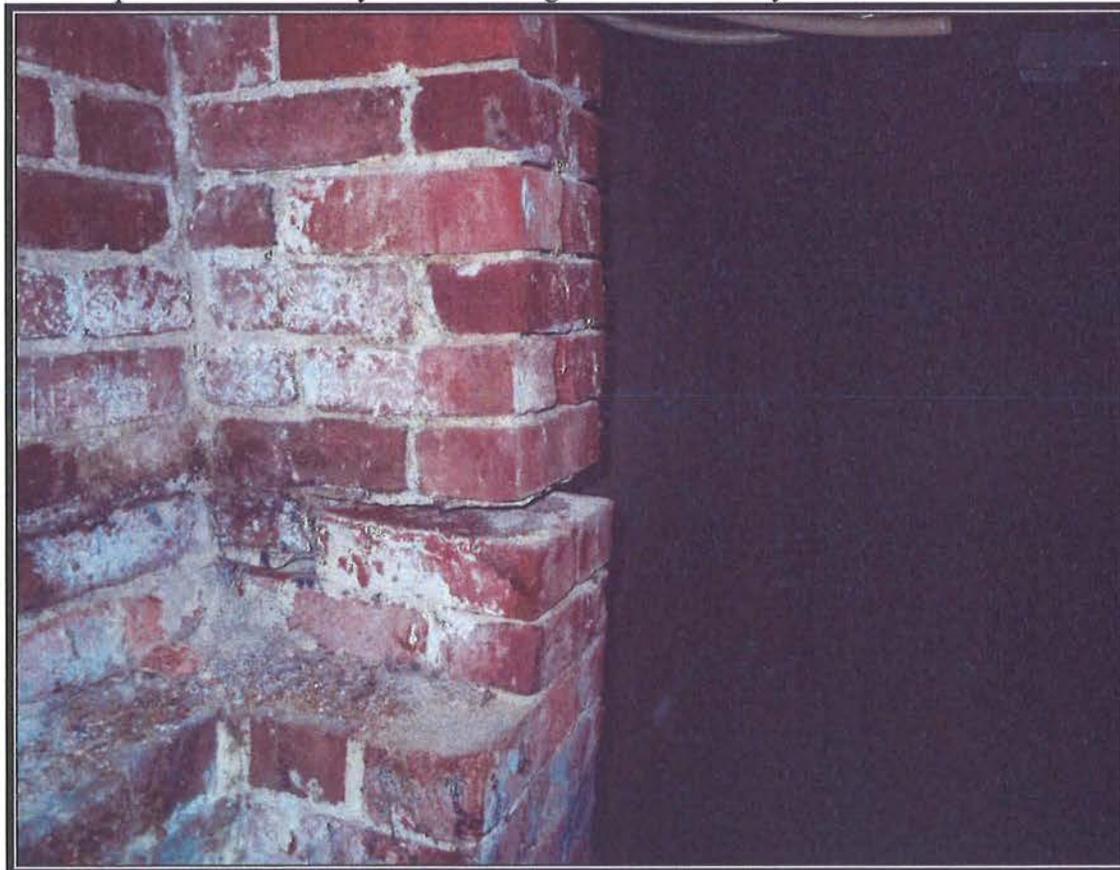


Photo # 7 Observe the basement window demonstrating the extent of deformation of the foundation wall.



Photo # 8 Separation of masonry units due to collapsing and unstable foundation wall.

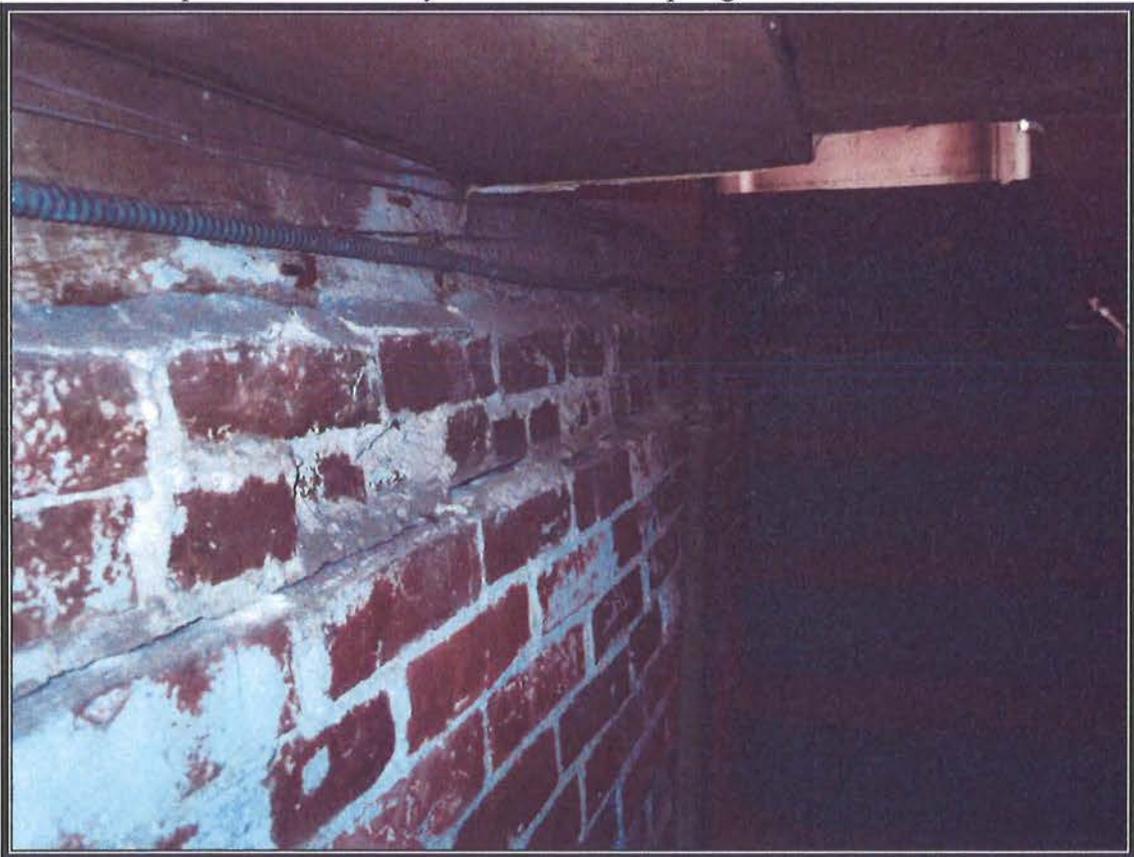


Photo # 11 Damage due to copper theft leaving open chases for the accelerated spread of fire throughout the building.



Photos # 12 Further damage due to copper theft leaving open chases and an open electrical junction box.



Photo # 9 Damage from copper theft leaving exposed electrical wiring, dangerous if reenergized, and open drainage systems, tub and toilet, allowing for the entry of sewer gases making for unsanitary condition.



Photo # 10 Debris from damage due to copper theft.



Photo # 13 An open wall to the chimney allowing for the accelerated spread of fire.

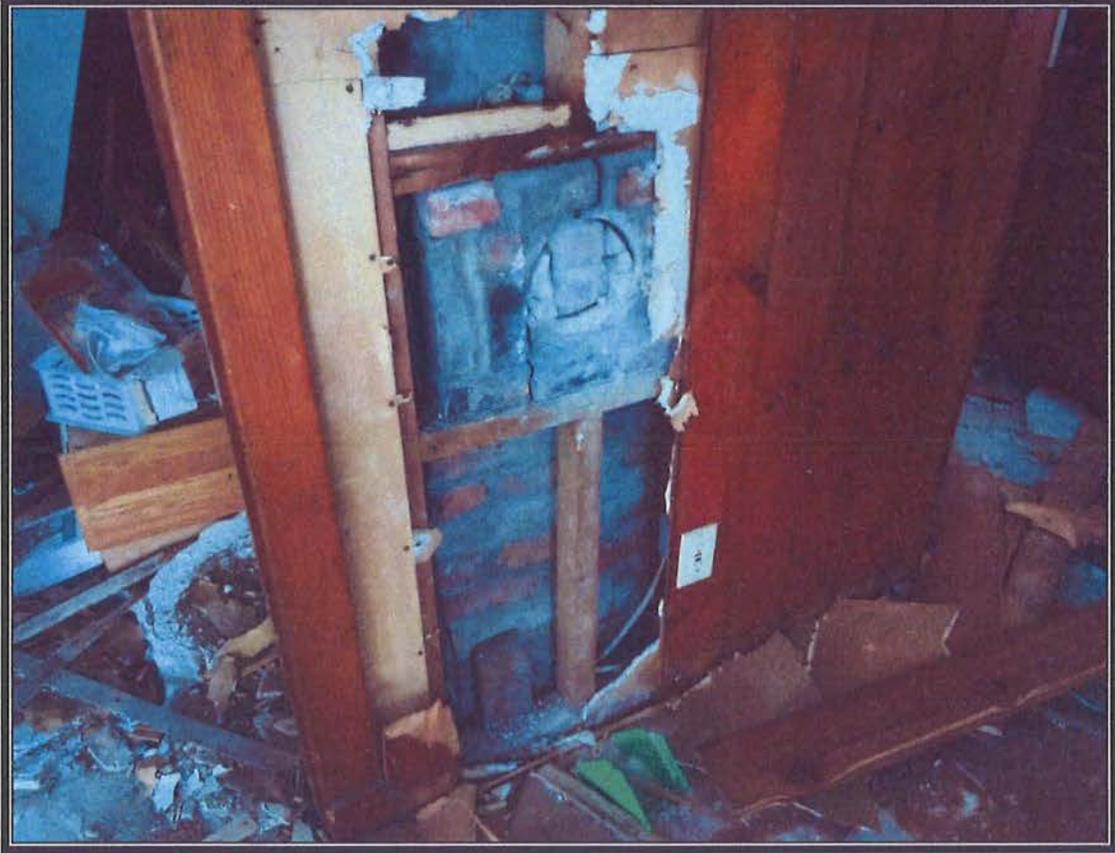


Photo # 14 Removed heat registers due to theft of copper.



Photo # 15 Missing heat registers due to copper theft, debris contributing to fire loading and garbage making for unsanitary conditions.



Photo # 16 Non Code compliant primary means of egress stairs with insufficient tread depth.

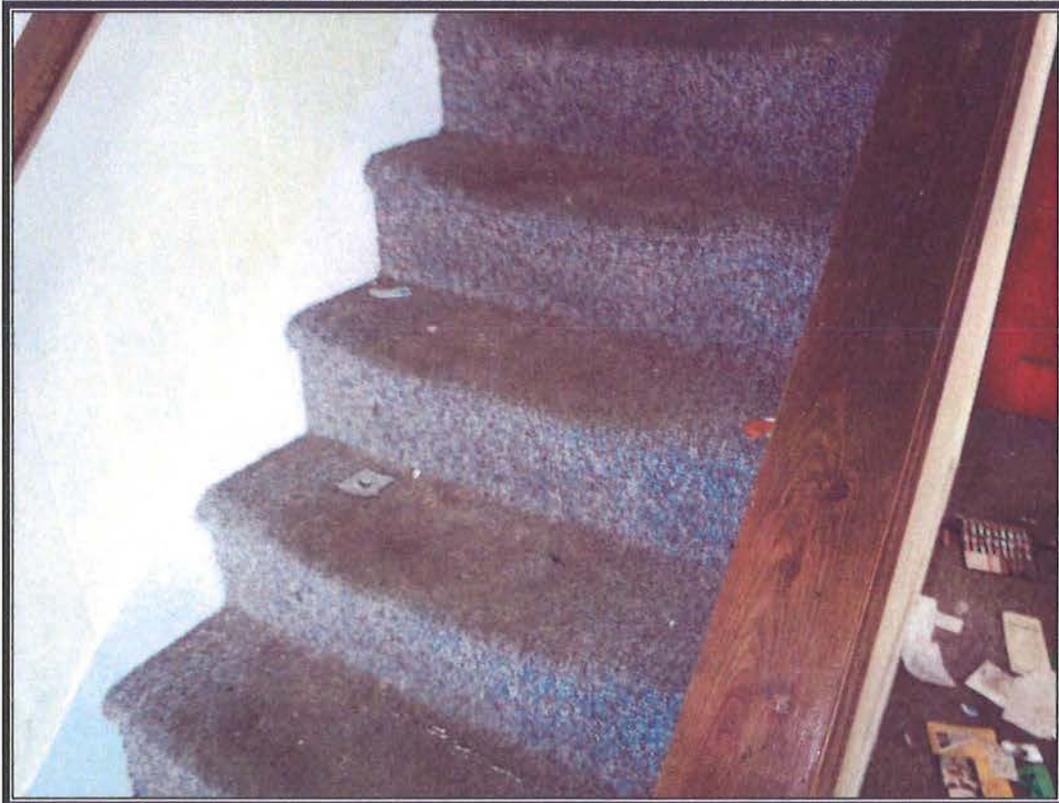


Photo # 17 Stairway lacking Code required guard/handrails. Insufficient tread depths.



Photo #18 View from the top of staircase showing insufficient headroom as required by Code.

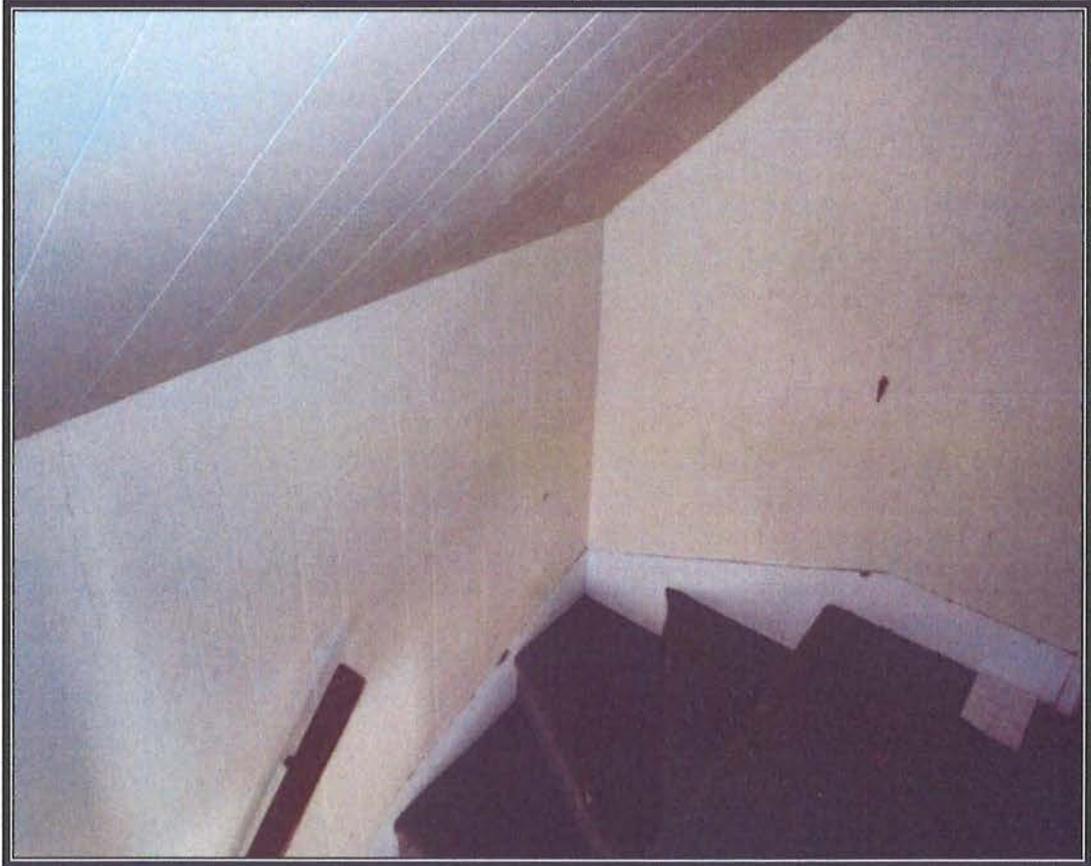


Photo # 19 Damaged and inoperative boiler in front building. Copper piping removed due to theft.



Photo # 20 Damaged and deteriorated inoperative boiler in rear building.



Photo # 21 Moisture stains from roof leak.



Photo # 22 Debris contributing to fire loading and bed used by squatters.



Photo # 23 Deteriorated and damaged fuse panel corroded from moisture infiltration in violation of Code and making for hazardous conditions.



Photo # 24 Severely deteriorated detached garage,



Photo # 25 Collapsed garage roof making the garage structurally unstable and dangerous.



LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Order of Condemnation for eminent domain proceedings for acquisition of a trail easement crossing the property at 44 Strawberry Avenue.

INFORMATION:

The City is in the process of administering the construction of the Riverside Greenway Bicycle/Pedestrian Path. This is a MDOT project that starts at Sunnyside Park off of Winter Street and runs along the Androscoggin River to Tall Pines Drive. Easements have previously been acquired on all other properties within the project boundaries. In order to complete the project, an easement crossing the property at 44 Strawberry Avenue needs to be acquired. Much of this easement is in the same area where there is an existing easement for a wastewater transmission line. Please see the memorandum from Public Works Director David Jones for background information on the efforts to acquire the land.

The City Council is asked to vote to take by eminent domain a recreational trail easement crossing the property at 44 Strawberry Avenue. Notice of intentions of eminent domain proceedings were issued to the property owner and were publically posted.

Please reference the attached material from the City Attorney for background material regarding this item.

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 of Condemnation for eminent domain proceedings for 44 Strawberry Avenue.

City of Lewiston

Property: 44 Strawberry Avenue

1. Memorandum to Mayor Macdonald from David Jones dated March 12, 2014
2. Notice of Intention to Lay Out Easement dated March 3, 2014
3. Church of God Easement map
4. Deed from Church of God to the City of Lewiston dated June 5, 2013
5. Copy of a check from the City of Lewiston to Church of God dated August 14, 2013
6. Order of Condemnation

A copy of the appraisal will be presented to the City Council on Tuesday night at the Council meeting.

MEMORANDUM

TO: Mayor Macdonald; City of Lewiston City Council
FROM: David Jones
DATE: March 12, 2014
RE: Eminent Domain Proceedings for 44 Strawberry Avenue

The City is in the process of administering the construction of the Riverside Greenway Bicycle/Pedestrian Path. This is a Maine Department of Transportation Project that starts at Sunnyside Park off Winter Street and runs along the Androscoggin River to Tall Pines Drive (6600'). This is a segment of a master plan that has been in progress for over 15 years and DOT has allocated \$1,025,000 for this project. Currently, DOT is in the process of reviewing the final design, and permits are in place and construction is scheduled for this year. The City's acquisition of easements for the project is complete, with the exception of 44 Strawberry Avenue.

In June of last year, staff obtained an easement deed from the L.A. Church of God for an easement over the property at 44 Strawberry Avenue. That easement was signed by the administrative bishop of the church, Dennis Page. Upon the advice of the City Attorney, staff has since sought a new easement deed, to be signed by the true owner of the property, the Trustees of the Church, rather than Bishop Page. The Church trustees have agreed to execute the new easement deed and we expect to have that document signed before the City Council hearing on March 18, 2014.

It came to staff's attention last fall that the mortgage holders on the property at 44 Strawberry Ave., John and Patricia Schott, were planning to initiate foreclosure proceedings against the property. Staff brought this to the attention of the City Attorney, who advised that the easement was subject to the Schotts' right of foreclosure and that the City should request that the Schotts agree to subordinate their mortgage to the City's easement, because of the concern that the easement from the Church was not sufficient to preclude the Schotts from foreclosing the City's rights to the property. The Schotts refused the City's offer of \$2,500 to subordinate their mortgage interest to the City's easement and have demanded payment of \$10,000. The Schotts, however have not provided any basis for that amount of damages; i.e. that the City's easement will decrease the value of their interests by more than \$2,500. A recent appraisal procured by staff determined that the City's easement will decrease the value of the property at 44 Strawberry Ave. by \$2,500. The City has already paid the amount of \$2,300 to the Church of God in exchange for the easement.

Maine law allows a municipality to "take property or interests therein . . . if the municipal officers determine that . . . the municipality is unable to purchase it at what the municipal officers deem reasonable valuation, or if title is defective." 23 M.R.S. § 3023. Title to the easement is defective without a subordination from the Schotts (and if the City is unable to timely procure the signatures of the Church of God's trustees). Additionally, despite staff's efforts to negotiate with the Schotts, the City cannot purchase a valid easement for a reasonable valuation. If the Council determines that eminent domain is appropriate, it must determine "the amount of damages . . . to be just compensation for the property or interest therein taken." *Id.* Staff

suggests that the Council award the Church of God \$0 in recognition of the payment previously made, and order that the Schotts be paid \$2,500 for the easement, which is the value of the most recent appraisal. The Schotts' mortgage gives them a priority ownership interest over that of the Church.

To assist the Council in its decision, I have included the following materials for your review:

- Copies of the notice of this hearing that were posted at City Hall, at the Lewiston Public Library, on the building at the property, and that were mailed to the Church of God and to the Schotts;
- Plans for the Riverside Greenway Bike & Pedestrian Path, showing the property in question;
- The most recent 2014 appraisal, which concluded that the diminution in value to the property resulting from the City's acquisition of the easement is \$2,500;
- The easement executed by the Administrative Bishop of the Church of God (I will provide copies of the easement executed by the trustees at the Council meeting if it is received by that time);
- A copy of the check to the Church of God in the amount of \$2,300 for the original easement; and
- A proposed Order of Condemnation for the Council Members' signatures.

NOTICE OF INTENTION TO LAY OUT EASEMENT
(23 M.R.S. § 3022 and 30-A M.R.S. § 3101)

To the Inhabitants of the City of Lewiston, Maine:

Pursuant to 23 M.R.S. § 3021 *et seq.* and 30-A M.R.S. § 3101, notice is hereby given of the intention of the City Council of Lewiston, Maine to acquire a public easement across certain property for the construction of a trail along the Androscoggin River in the vicinity of Strawberry Avenue in Lewiston, with the easement to be acquired described as follows:

A perpetual easement to construct, maintain, operate, repair and replace a pedestrian walkway / bike path and related structures and appurtenances, together with the right to go upon the land described herein and the right to cut trees, bushes, shrubs, remove roots and earth, and to do any other work necessary for the sole purpose of constructing, operating, repairing and replacing the said pedestrian walkway / bike path and related structures and appurtenances, shown as Easement No. 6, on a certain plan on file at the City of Lewiston Engineering Office entitled "Riverside Greenway Bicycle & Pedestrian Facility Phase II" Plan, File No. 10-527-12, and within ten and zero hundredths (10.00) feet either side of the following described line:

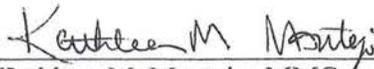
Beginning at a point on the Southerly most property line of said Grantor, said point marking the Westerly most corner of land of said Grantor, thence; in a Southerly direction along the Southerly most property line of said Grantor, by a bearing of South fifty-nine degrees, twenty-six minutes, eight seconds East (S59°-26'-08"E), a distance of nineteen and twenty-five hundredths (19.25) feet to a point, said point marking the intersection of the Southerly most property line of said Grantor and the centerline of a non-tangent curve to the right in the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 37+06.56, said non-tangent curve to the right having a radius of eight hundred and three and seventy-six hundredths (803.76) feet, thence; in a Northerly direction, along said non-tangent curve to the right in the center line of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, a distance of one hundred thirty-nine and thirty-one hundredths (139.31) feet to a point, said point marking the point of compound curvature to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, at station 38+45.87, said compound curve to the right having a radius of two hundred thirty-three and forty-three hundredths (233.43) feet, thence; in a Northerly direction, along the said compound curve to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, a distance of forty-eight and thirty-eight hundredths (48.38) feet to a point, said point marking the point of reverse curvature to the left in the center line of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 38+94.25, said reverse curve to the left having a radius of three hundred and twenty-four and eighty-nine hundredths (324.89) feet, thence; in a Northerly direction along said reverse curve to the left, a distance of sixty-seven and one hundredth (67.01) feet to a point, said point marking the point of reverse curvature to the right in the

centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 39+61.26, said reverse curve to the right having a radius of six hundred seventy-one and one hundredth (671.01)feet, thence; in a northerly direction, along the said reverse curve to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, a distance of sixty-eight and sixty-three hundredths (68.63) feet to a point, said point marking the point of reverse curvature to the left in the center line of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 40+29.89, said reverse curve to the left having a radius of eight hundred twenty-two and fifty-four hundredths (822.54) feet, thence; in a Northerly direction, along said reverse curve to the left, a distance of forty-four and seventy-five hundredths (44.75) feet to a point, said point marking the point of compound curvature to the left in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 40+74.64, said compound curve to the left having a radius of four hundred twenty-eight and thirty-seven hundredths (428.37) feet, thence; in a Northerly direction along said compound curve to the left a distance of seventy-four and sixteen hundredths (74.16) feet to a point, said point marking the point of compound curvature in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 41+48.80, said compound curve to the right having a radius of two hundred seventy-four and sixty-eight hundredths (274.68) feet, thence in a Northerly direction along said compound curve to the left in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II a distance of twenty-four and forty hundredths (24.40) feet to a point, said point marking the intersection of the Northerly most property line of said Grantor and the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 41+71.45. The above described Easement having an area of 9,332.82 sq. ft.

The above described line is the centerline of an easement being twenty and zero hundredths (20.00) feet in width and lies in a lot owned by the Grantor and is a commonly known lot which lot is more particularly described in a certain deed recorded in the Androscoggin County Registry of Deeds in Book 6383, Page 16, to which deed and the record thereof incorporation by reference is hereby made for a more particular description of the easement herein conveyed

and to meet for this purpose on March 18, 2014, at 7 p.m. in the City Council Chambers, Lewiston City Hall, 27 Pine Street, Lewiston, Maine, at which all persons interested therein may be present.

Dated: March 3, 2014


Kathleen M. Montejo, MMC
City Clerk, Lewiston, Maine



EM 620500727 US



UNITED STATES POSTAL SERVICE®

Customer Copy
Label 11-F, April 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code 04710	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ 11.99
Date Accepted 3 5 14	Scheduled Date of Delivery Month 3 Day 6	Return Receipt Fee \$
Mo. 3 Day 5 Year 14	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$ Insurance Fee \$
Time Accepted 11:47 <input type="checkbox"/> AM <input type="checkbox"/> PM	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Total Postage & Fees \$ 19.99
Flat Rate <input type="checkbox"/> or Weight lbs. 3 026.	Int'l Alpha Country Code	Acceptance Emp. Initials K

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	

WAIVER OF SIGNATURE (Domestic Mail Only) Additional merchandise insurance is void if waiver of signature is requested. (Even delivery to be made without signature of addressee or addressee's agent if delivery employee judges that auto. can be left in secure location and retrieves that delivery employee's signature constitutes valid proof of delivery.)

NO DELIVERY Weekend Holiday

CUSTOMER USE ONLY

METHOD OF PAYMENT:
Express Mail Corporate Acct. No.

Federal Agency Acct. No. or
Postal Service Acct. No.

FROM: (PLEASE PRINT) PHONE 209, 786-3566

Anne M. Torresrossa
Branan Isaacson
124 Main Street
P.O. Box 3070
Lewislon ME 04243-3070

TO: (PLEASE PRINT) PHONE

Bishop Dennis Page
Church of God
PO Box 6310
Scarborough ME 04070

FOR PICKUP OR TRACKING: Visit www.usps.com or Call 1-800-222-1811



Rec'd 3/17/14 at 9:17 a.m.
Signed for by D. Page

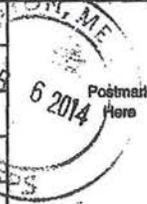
U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7011 2000 0000 8779 6079

Postage	\$ 48
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48



Sent To
 Street, Apt. No., or PO Box No. John & Patricia Schott
 City, State, ZIP+4 303 South River Road
 Greene, ME 04236

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John & Patricia Schott
 303 South River Road
 Greene, ME 04236

2. Article Number
 (Transfer from service label)

7011 2000 0000 8779 6079

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Patricia D Schott Agent
 Addressee

B. Received by (Printed Name) PATRICIA D SCHOTT
 C. Date of Delivery 3/16/14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes



Church of God Easement

**Church of God
Riverside Greenway Bik Ped
Easement Sketch
3/12/14**

Know all Persons by these Presents,

That L.A. Church of God, a corporation duly organized and existing under the laws of the State of **Maine** and located at **Lewiston** in the county of **Androscoggin** and the State of **Maine**, owner of 44 Strawberry Avenue Lewiston, Maine situated in the county of Androscoggin, as recorded in Book 6383, Page 16, at the Androscoggin County Registry of Deeds, herein to be known as **GRANTOR**, in consideration of one dollar (\$1.00) and other valuable consideration Paid by the inhabitants of the **City of Lewiston**, herein to be known as **GRANTEE**, a municipal corporation duly organized and existing under the laws of the **State of Maine** and situated in the County of **Androscoggin**, the receipt whereof it does hereby acknowledge, does hereby **remise, release, bargain, sell** and **convey**, and **forever quit-claim** unto the said inhabitants of the **City of Lewiston**, its successors and **assigns forever**,

A perpetual easement to construct, maintain, operate, repair and replace a pedestrian walkway / bike path and related structures and appurtenances owned by the **GRANTEE** and on the land of said **GRANTOR**, and being shown as Easement No. 6, on a certain plan on file at the City of Lewiston Engineering Office entitled "Riverside Greenway Bicycle & Pedestrian Facility Phase II" Plan, File No: 10-527-12, and within ten and zero hundredths (10.00) feet either side of the following described line:

Beginning at a point on the Southerly most property line of said Grantor, said point marking the Westerly most corner of land of said Grantor, thence; in a Southerly direction along the Southerly most property line of said Grantor, by a bearing of South fifty-nine degrees, twenty-six minutes, eight seconds East (S59⁰-26'-08"E), a distance of nineteen and twenty-five hundredths (19.25) feet to a point, said point marking the intersection of the Southerly most property line of said Grantor and the centerline of a non-tangent curve to the right in the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 37+06.56, said non-tangent curve to the right having a radius of eight hundred and three and seventy-six hundredths (803.76) feet, thence; in a Northerly direction, along said non-tangent curve to the right in the center line of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, a distance of one hundred thirty-nine and thirty-one hundredths (139.31) feet to a point, said point marking the point of compound curvature to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, at station 38+45.87, said compound curve to the right having a radius of two hundred thirty-three and forty-three hundredths (233.43) feet, thence; in a Northerly direction, along the said compound curve to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, a distance of forty-eight and thirty-eight hundredths (48.38) feet to a point, said point marking the point of reverse curvature to the left in the center line of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 38+94.25, said reverse curve to the left having a radius of three hundred and twenty-four and eighty-nine hundredths (324.89) feet, thence; in a Northerly direction along said reverse curve to the left, a distance of sixty-seven and one hundredth

(67.01) feet to a point, said point marking the point of reverse curvature to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 39+61.26, said reverse curve to the right having a radius of six hundred seventy-one and one hundredth (671.01) feet, thence; in a northerly direction, along the said reverse curve to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, a distance of sixty-eight and sixty-three hundredths (68.63) feet to a point, said point marking the point of reverse curvature to the left in the center line of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 40+29.89, said reverse curve to the left having a radius of eight hundred twenty-two and fifty-four hundredths (822.54) feet, thence; in a Northerly direction, along said reverse curve to the left, a distance of forty-four and seventy-five hundredths (44.75) feet to a point, said point marking the point of compound curvature to the left in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 40+74.64, said compound curve to the left having a radius of four hundred twenty-eight and thirty-seven hundredths (428.37) feet, thence; in a Northerly direction along said compound curve to the left a distance of seventy-four and sixteen hundredths (74.16) feet to a point, said point marking the point of compound curvature in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 41+48.80, said compound curve to the right having a radius of two hundred seventy-four and sixty-eight hundredths (274.68) feet, thence in a Northerly direction along said compound curve to the left in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II a distance of twenty-four and forty hundredths (24.40) feet to a point, said point marking the intersection of the Northerly most property line of said Grantor and the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 41+71.45. The above described Easement having an area of 9,558.41 sq. ft.

The above described line is the centerline of an easement being twenty and zero hundredths (20.00) feet in width and lies in a lot owned by the Grantor and is a commonly known lot which lot is more particularly described in a certain deed recorded in the Androscoggin County Registry of Deeds in Book 6383, Page 16, to which deed and the record thereof incorporation by reference is hereby made for a more particular description of the easement herein conveyed.

This easement is conveyed together with the right to go upon said land of said **GRANTOR** and the right to cut trees, bushes, shrubs, remove roots and earth, and to do any other work necessary for the sole purpose of constructing, operating, repairing and replacing the said Riverside Greenway Bicycle & Pedestrian Facility Phase II and related structures and appurtenances owned by the **GRANTEE** and on the land of said **GRANTOR**.

The **GRANTEE** further agrees to restore the land of the **GRANTOR**, to conform to the construction plan for said project, or to its original condition, to the extent that is reasonable, and if work is required in the future, in accordance with the rights conveyed by this easement, the same shall apply.

To Have and to Hold the same, together with all the privileges and appurtenances thereunto belonging, to it the said Inhabitants of the City of Lewiston, its successors and assigns.

In Witness Whereof, the said, **L.A. Church of God**, being **GRANTOR**, and relinquishing and conveying all rights by descent and all other rights in the above described premises, has caused this instrument to be sealed with its corporate seal and signed in its corporate name

by L. Dennis Page, its Administrative Bishop, thereunto duly authorized, this 5th day of June in the year two Thousand and thirteen, (2013).

Signed, Sealed and Delivered in the presence of:

[Signature]
Signature (Witness)
Kaitlyn Cote
Print (Witness)

[Signature]
Signature (Grantor)
L. Dennis Page
Print (Grantor)

STATE OF MAINE, Androscoggin ss.

The above-named personally appeared and acknowledged the foregoing instrument to be her/his/their free act and deed of said Corporation, before me, in said capacity

[Signature]
NOTARY PUBLIC

STATE OF MAINE
Androscoggin ss.

REGISTRY OF DEEDS

VIKKI LYNN NORMAND
NOTARY PUBLIC
MAINE
MY COMMISSION EXPIRES MARCH 1, 2018

Received _____ at _____ H _____ M _____ M., and recorded from the original
in Book _____ Page _____.

SEAL

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS



CITY OF LEWISTON
City Building
27 Pine Street
Lewiston, Maine 04240

TD BANKNORTH
52-7445/2112

CHECK DATE
08/14/13

CHECK NO.
82810

AMOUNT \$ *****2,300.00*

VOID AFTER SIX (6) MONTHS

PAY THE SUM OF TWO THOUSAND, THREE HUNDRED DOLLARS & ZERO CENTS

TO THE ORDER OF
CHURCH OF GOD
NORTHERN NEW ENGLAND EXECUTIVE OFF
PO BOX 6310
SCARBOROUGH ME 04070

THIS DISBURSEMENT HAS BEEN APPROVED
AS REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FINANCIAL CONTROL ACT
Michael [Signature]

⑈82810⑈ ⑆211274450⑆ 0291 65752⑈

350005219878 155836 20130829 00000000029165752
DDA DEBIT VWILSON 230000
Scarborough 0050 91001 3500 7 0081

NORTHERN NEW ENGLAND CHURCH OF GOD
FOR DEPOSIT ONLY TO
Account# 024074111

ORDER OF CONDEMNATION
(23 M.R.S. § 3023 and 30-A M.R.S. § 3101)

To the Within-named Owner(s) of Record:

As provided in 23 M.R.S. § 3021 *et seq.* and 30-A M.R.S. § 3101, the City Council of Lewiston, Maine has given notice of their intention to acquire property for the construction of trail alongside the Androscoggin River in the vicinity of Strawberry Avenue by posting the notice for at least 7 days in two public places in the City of Lewiston, at City of Lewiston, City Hall and at Lewiston Public Library, and in the vicinity of Strawberry Avenue. The City of Lewiston has met for this purpose in accordance with the notice and has determined that the City is unable to purchase the property at what the Municipal Officers deem reasonable valuation, and that public exigency requires its taking. The Municipal Officer do hereby lay out the trail and take a public easement across certain property in the City of Lewiston for this purpose, the easement to be acquired described as follows:

A perpetual easement to construct, maintain, operate, repair and replace a pedestrian walkway / bike path and related structures and appurtenances, together with the right to go upon the land described herein and the right to cut trees, bushes, shrubs, remove roots and earth, and to do any other work necessary for the sole purpose of constructing, operating, repairing and replacing the said pedestrian walkway / bike path and related structures and appurtenances, shown as Easement No. 6, on a certain plan on file at the City of Lewiston Engineering Office entitled "Riverside Greenway Bicycle & Pedestrian Facility Phase II" Plan, File No. 10-527-12, and within ten and zero hundredths (10.00) feet either side of the following described line:

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point marking the point of reverse curvature to the left in the center line of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 38+94.25, said reverse curve to the left having a radius of three hundred and twenty-four and eighty-nine hundredths (324.89) feet, thence; in a Northerly direction along said reverse curve to the left, a distance of sixty-seven and one hundredth (67.01) feet to a point, said point marking the point of reverse curvature to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 39+61.26, said reverse curve to the right having a radius of six hundred seventy-one and one hundredth (671.01)feet, thence; in a northerly direction, along the said reverse curve to the right in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II, a distance of sixty-eight and sixty-three hundredths (68.63) feet to a point, said point marking the point of reverse curvature to the left in the center line of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 40+29.89, said reverse curve to the left having a radius of eight hundred twenty-two and fifty-four hundredths (822.54) feet, thence; in a Northerly direction, along said reverse curve to the left, a distance of forty-four and seventy-five hundredths (44.75) feet to a point, said point marking the point of compound curvature to the left in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 40+74.64, said compound curve to the left having a radius of four hundred twenty-eight and thirty-seven hundredths (428.37) feet, thence; in a Northerly direction along said compound curve to the left a distance of seventy-four and sixteen hundredths (74.16) feet to a point, said point marking the point of compound curvature in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 41+48.80, said compound curve to the right having a radius of two hundred seventy-four and sixty-eight hundredths (274.68) feet, thence in a Northerly direction along said compound curve to the left in the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II a distance of twenty-four and forty hundredths (24.40) feet to a point, said point marking the intersection of the Northerly most property line of said Grantor and the centerline of the Riverside Greenway Bicycle & Pedestrian Facility Phase II at station 41+71.45. The above described Easement having an area of 9,332.82 sq. ft.

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and determines the following amount of damages to be paid to the owners of record as just compensation:

\$ 0 additional compensation to Laren Whaley, Frank Siciliano and Art Fairbrother as Trustees, and constituting the Local Board of Trustees of the L.A. Church of God

at Lewiston
\$ _____ to John F. Schott and Patricia D. Schott

Dated: March 18, 2014

Leslie T. Dubois

Donald A. D'Auteuil

Nathan L. Libby

Doreen M. Christ

Kristen S. Cloutier

Mark A. Cayer

Michael R. Lachance

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Resolve supporting the development of a multi-use recreational trail from Lewiston to Lisbon generally utilizing the Lewiston Lower Rail Corridor.

INFORMATION: At the initiative of the Town of Lisbon, a Regional Rail to Trail Committee was formed including representatives from the Lewiston Auburn Bike Ped Committee and staff members from the Cities of Lewiston and Auburn. The Trail Committee had proposed a plan to construct a multi-use trail from Lisbon to Lewiston generally following the Lewiston Lower Rail Corridor, a corridor that is currently not used for rail purposes. Such a trail could eventually extend to Topsham and Brunswick and would constitute an economic development opportunity that will benefit organizations and businesses within Lewiston and provide an amenity that will be attractive to current and future residents of the region.

Such a trail is also recommended in the Androscoggin Transportation Resource Committee's 2013 Regional Bicycle/Pedestrian Plan, "Bridging the Gaps," and in the Androscoggin River Greenway Plan produced by the Androscoggin Land Trust; and

The construction of such a trail could be accomplished in a manner that will allow for the reintroduction of rail services along this corridor should a future need arise.

A copy of the pertinent section of the Androscoggin River Greenway Plan was included in a recent Council workshop packet and can be found on the City's web site at <http://www.ci.lewiston.me.us/ArchiveCenter/ViewFile/Item/2221>

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Resolve supporting the development of a Multi-Use Recreational Trail from Lewiston to Lisbon generally following the Lewiston Lower Rail Corridor.



**City of Lewiston Maine
City Council Resolve
March 18, 2014**



Resolve, Supporting the Development of a Multi-use Recreational Trail from Lewiston to Lisbon Generally Following the Lewiston Lower Rail Corridor.

Whereas, at the initiative of the Town of Lisbon, a Regional Rail to Trail Committee was formed including representatives from the Lewiston Auburn Bike Ped Committee and staff members from the Cities of Lewiston and Auburn; and

Whereas, the Trail Committee had proposed a plan to construct a multi-use trail from Lisbon to Lewiston generally following the Lewiston Lower Rail Corridor, a corridor that is currently not used for rail purposes; and

Whereas, such a trail could eventually extend to Topsham and Brunswick and would constitute an economic development opportunity that will benefit organizations and businesses within Lewiston and provide an amenity that will be attractive to current and future residents of the region; and

Whereas, such a trail is also recommended in the Androscoggin Transportation Resource Committee's 2013 Regional Bicycle/Pedestrian Plan, "Bridging the Gaps," and in the Androscoggin River Greenway Plan produced by the Androscoggin Land Trust; and

Whereas, the construction of such a trail could be accomplished in a manner that will allow for the reintroduction of rail services along this corridor should a future need arise;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

The development of a multi-use recreational trail from Lewiston to Lisbon generally following the Lewiston Lower Rail Corridor is hereby supported in accordance with the recommendations of the 2013 Bicycle/Pedestrian Plan, "Bridging the Gaps," and the Androscoggin River Greenway Plan produced by the Androscoggin Land Trust. City staff is authorized to pursue this plan in concert with other regional stakeholders and to seek funding and support from the State of Maine for this purpose.

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Resolve receiving the Downtown Circulation Study and accepting its recommendations in modified form.

INFORMATION:

A study of the vehicle, pedestrian, and bicycle circulation patterns in the downtown area was initiated by a prior City Council that expressed concerns that the City lacked an overall plan to address traffic and circulation needs in the area. This study was completed in the Fall of 2013 by a consultant under contract with the Androscoggin Traffic Resource Center and funded through a combination of state, federal, and local resources. The consultant worked with an Advisory Committee composed of representatives of the City Council, Police and Fire Departments, the Lewiston Auburn Bike Ped Committee, and the Downtown Neighborhood Action Committee. Several public meetings were held to gather ideas and concerns from interested residents and to provide comments on the draft of the final report. Subsequent to completion of the report, it has received further review by the Bike Ped Committee and members of City staff. As a result of these reviews, the report has received support with several exceptions and caveats which are outlined on the attached resolve.

The report has been previously reviewed by the City Council in workshop session and is available at <http://www.avcog.org/DocumentCenter/View/931>.

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
---	---	---	---	---	---	---	---

To approve the Resolve receiving the Downtown Circulation Study and accepting its recommendations in modified form.



**City of Lewiston Maine
City Council Resolve
March 18, 2014**



Resolve, Receiving the Downtown Circulation Study and Accepting its Recommendations in Modified Form

Whereas, a study of the vehicle, pedestrian, and bicycle circulation patterns was initiated by a prior City Council that expressed concerns that the City lacked an overall plan to address traffic and circulation needs in the area; and

Whereas, this study was completed in the Fall of 2013 by a consultant under contract with the Androscoggin Traffic Resource Center and funded through a combination of state, federal, and local resources; and

Whereas, the consultant worked with an Advisory Committee composed of representatives of the City Council, Police and Fire Departments, the Lewiston Auburn Bike Ped Committee, and the Downtown Neighborhood Action Committee; and

Whereas, several public meetings were held to gather ideas and concerns from interested residents and to provide comments on the draft of the final report; and

Whereas, subsequent to completion of the report, it has received further review by the Bike Ped Committee and members of City staff; and

Whereas, as a result of these reviews, the report has received support with several exceptions and caveats;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

The Final Report of the Lewiston Downtown Neighborhood Circulation Study dated August 2013 is hereby received and accepted with the following exceptions and comments:

- The recommendation to eliminate three traffic signals on Lisbon (at Chestnut, Pine, and Ash) and two on Bates (Pine and Ash) is not accepted at this time. At most of these locations, there are intersection sight line issues. In addition, some of these signals are equipped to assist the Fire Department in using one of its major response routes (Ash Street) from Central Station. The current system is pedestrian friendly, offering good crossing locations and frequent breaks in traffic. Those breaks also assist motorists in entering and leaving parallel parking spaces.
- While redesigning residential streets to accommodate bikes and pedestrians is appropriate, the proposed design principals may need to be modified in certain locations, most notably on collector streets serving the area (Bartlett, Ash, and Pine) where slightly wider intersection pavement widths than are recommended in the study (20 feet) might be appropriate and should be determined on a case by case basis as

The City of Lewiston is an EOE. For more information, please visit our website @ www.ci.lewiston.me.us and click on the Non-Discrimination Policy.

27 Pine Street Lewiston, Maine 04240 Telephone (207) 513-3017 Fax (207) 784-2959

detailed designs are produced.

- The proposed Cedar Street lane reduction is approved subject to a staff determination that these modifications will not be problematic given the anticipated forthcoming recommendations in the City of Auburn's New Auburn Circulation Study.
- The Bates Street/Bus Station area recommendations are approved subject to further review of the location of the proposed crosswalk at the intersection of Bates and College to ensure that the residents of nearby public housing are adequately served.
- The proposed Canal/Ash intersection improvements should be integrated into an overall plan for Canal Street taking into account the recommendations of the Riverfront Island Master Plan, forthcoming recommendations from the comprehensive plan, and Central Maine Power's anticipated upgrade of a major power line within Canal Street.
- Recommendations on the future of the current one-way system in downtown vary between recent studies, including the Riverfront Island Master Plan. As a result, the current system shall be retained subject to additional study and review at some point in the future.
- Identified high crash areas should be further investigated to determine the exact improvements that are required. This would include an updated review of the Park and Pine intersection to determine if recent lane changes on Park Street have improved the situation.

LEWISTON CITY COUNCIL
MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Order accepting the donation of the property located at 69 Fenwick Street.

INFORMATION:

The City owns a large part of the Garcelon Bog. This City's bog property has been placed in a conservation easement as mitigation for wetland impacts related to development in the Exit 80 industrial area.

The parcel at 69 Fenwick has been offered to the City and is immediately adjacent to city owned property that is included in the conservation easement. It is a 100 foot square lot located on a paper street (see attached map). It is currently assessed at \$3,000. For a variety of reasons, this property is effectively undevelopable.

The property may, however, have value for future mitigation of wetland impacts elsewhere in the community or in the immediate area of the Garcelon Bog. Given that it is currently undevelopable and of limited value for other purposes, should the Council accept this donation it could be held available for future mitigation purposes.

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 Order accepting the donation of the property located at 69 Fenwick Street.



City of Lewiston Maine
City Council Resolve
March 18, 2014



Order, Accepting the Donation of the Property Located at 69 Fenwick Street

Whereas, the City owns a large part of the Garcelon Bog, and this City property has been placed in a conservation easement as mitigation for wetland impacts related to development in the Exit 80 industrial area; and

Whereas, the owner of property located at 69 Fenwick Street has offered to donate this 100 square foot lot located on a paper street to the City; and

Whereas, for a variety of reasons, this property is effectively undevelopable; and

Whereas, the property may potentially have value to the City for future projects requiring wetland mitigation; and

Whereas, given this potential and the inability to develop the property given its location, accepting this donation is in the best interest of the City;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that

Donation of the property located at 69 Fenwick Street is hereby accepted and the City Administrator is authorized to execute the necessary document relating to this acceptance.

Ms. Elaine L. Stewart
534 Prospect St
Plantsville, CT 06479

HARTFORD CT 061

24 FEB 2014 PM 8:1

FOREVER

City of Lewiston
27 Pine St.
Lewiston, ME 04240

Assessors Dept.

04240724299



Dear Assessors office
I would consider Donating my Lots to the Town of Lewiston for a TAX write off

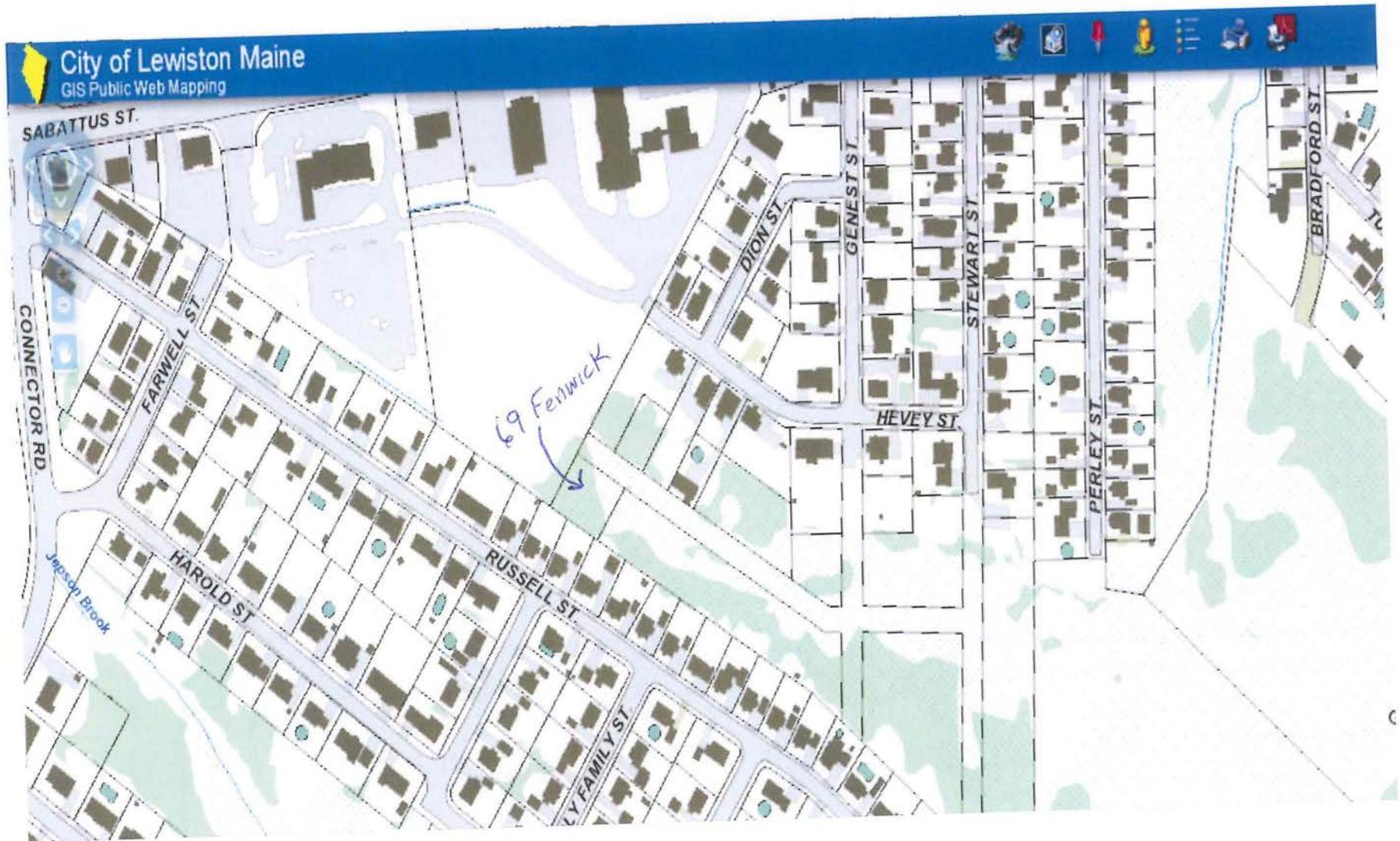
Thank You
Elaine (Plantel) L. Stewart

69 FENWICK

RE: 8261

ASSESSED \$ 3000.

PAPER STREET



LEWISTON CITY COUNCIL
MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

Order Authorizing the City Administrator to execute a new Collective Bargaining Agreement with the Maine Association of Police, Lewiston Patrol Unit.

INFORMATION:

The City Council is requested to approve a one year agreement with the Maine Association of Police which represents the Lewiston Police Officers. This agreement is for the period of July 1, 2013 to June 30, 2014.

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To adopt the Order authorizing the City Administrator to execute a new Collective Bargaining Agreement with the Maine Association of Police, Lewiston Patrol Unit.



**City of Lewiston Maine
City Council Order
March 18, 2014**



Order, Authorizing the City Administrator to Execute a New Collective Bargaining Agreement with the Maine Association of Police (Patrol) Unit - Lewiston.

Whereas, the City and Patrol Unit representatives have worked diligently over the last two years to develop a new collective bargaining agreement; and

Whereas, all who participated in the development of the Patrol collective bargaining agreement believe that all sides have produced a contract which is sensitive to the current economic climate and reflects the organizational goals and objectives of both the City and the Patrol Unit;

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

The City Administrator is authorized to execute the new FY 2014 Maine Association of Police (Patrol) Unit - Lewiston collective bargaining agreement and is authorized to approve any final administrative and non-substantive amendments as needed.



The Office of
Deputy City Administrator
Phil Nadeau
27 Pine Street • Lewiston, Maine • 04240
Tel. 207-513-3121, Ext. 3201 • Fax 207-795-5069
Email: pnadeau@lewistonmaine.gov



MEMORANDUM

TO:	Mayor and City Council
FROM:	Phil Nadeau, Deputy City Administrator & Chief City Negotiator
DATE:	March 18, 2014
RE:	Proposed Maine Association of Police (Patrol) Unit Contract

1. BACKGROUND

The City has been working with the Police Patrol negotiating team to develop the enclosed proposed contract. The Patrol membership voted to support the contract. Notable features of the proposed contract are as follows:

- Contract for one year: FY2014
- COLA adjustments: FY 2014 – 1.5% - effective 7/1/13
- Cell phone stipends for Patrol personnel effective no later than April 1, 2014

2. RECOMMENDED ACTION

To approve the proposed contract.

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 14

SUBJECT:

Order Authorizing the City Administrator to execute a new Collective Bargaining Extension Agreement with the American Federation of State, County, and Municipal Employees, Professional Technical (Pro Tech) Unit, Local 3855 .

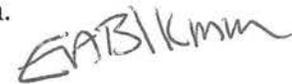
INFORMATION:

The City Council is requested to approve a one year agreement with the Lewiston Professional Technical Unit which represents the professional and technical employees of the City. This agreement is for the period of July 1, 2013 to June 30, 2014.

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.



REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute a new Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, Professional Technical Unit, Local 3855.



**City of Lewiston Maine
City Council Order
March 18, 2014**



Order, Authorizing the City Administrator to Execute a New Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, Professional Technical (Pro Tech) Unit, Local 3855.

Whereas, the City and Pro Tech Unit representatives have worked diligently over the last two years to develop a new collective bargaining agreement; and

Whereas, all who participated in the development of the Pro Tech collective bargaining agreement believe that all sides have produced a contract which is sensitive to the current economic climate and reflects the organizational goals and objectives of both the City and the Pro Tech Unit;

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

The City Administrator is authorized to execute the new FY 2014 American Federation of State, County, and Municipal Employees, Professional Technical (Pro Tech) Unit collective bargaining agreement and is authorized to approve any final administrative and non-substantive amendments as needed.



The Office of
Deputy City Administrator
Phil Nadeau
27 Pine Street • Lewiston, Maine • 04240
Tel. 207-513-3121, Ext. 3201 • Fax 207-795-5069
Email: pnadeau@lewistonmaine.gov



MEMORANDUM

TO:	Mayor and City Council
FROM:	Phil Nadeau, Deputy City Administrator & Chief City Negotiator
DATE:	March 18, 2014
RE:	Proposed Professional Technical (Pro Tech) Unit Contract

1. BACKGROUND

The city has been working with the Pro Tech negotiating team to develop the enclosed proposed contract. The Pro Tech membership voted to support the contract. Notable features of the proposed contract are as follows:

- Contract for one year: FY2014
- COLA adjustments: FY 2014 – 1.5% - effective 7/1/13
- A number of administrative housekeeping corrections

2. RECOMMENDED ACTION

To approve the proposed contract.

LEWISTON CITY COUNCIL

MEETING OF MARCH 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 15

SUBJECT:

Order authorizing the City Administrator to execute a new Collective Bargaining Agreement with the Maine State Employees Association (MSEA) on behalf of the Lewiston Unit.

INFORMATION:

The City Council is requested to approval an agreement with the Maine State Employees Association which represents the general government and clerical employees of the City. This agreement is for the period of July 1, 2013 to June 30, 2014.

Please see attached memorandum from Deputy City Administrator Phil Nadeau outlining the highlights of the new agreement.

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 City Administrator to execute a new collective bargaining agreement with the Maine State Employees Association (MSEA) on behalf of the Lewiston Unit.



**City of Lewiston Maine
City Council Order
March 18, 2014**



Order, Authorizing the City Administrator to Execute a New Collective Bargaining Agreement with the Maine State Employees Association (MSEA) Unit.

Whereas, the City and MSEA Unit representatives have worked diligently over the last two years to develop a new collective bargaining agreement; and

Whereas, all who participated in the development of the MSEA collective bargaining agreement believe that all sides have produced a contract which is sensitive to the current economic climate and reflects the organizational goals and objectives of both the City and the MSEA Unit;

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

The City Administrator is authorized to execute the new FY 2014 Maine State Employees Association (MSEA) Unit collective bargaining agreement and is authorized to approve any final administrative and non-substantive amendments as needed.



The Office of
Deputy City Administrator
Phil Nadeau
27 Pine Street • Lewiston, Maine • 04240
Tel. 207-513-3121, Ext. 3201 • Fax 207-795-5069
Email: pnadeau@lewistonmaine.gov



MEMORANDUM

TO:	Mayor and City Council
FROM:	Phil Nadeau, Deputy City Administrator & Chief City Negotiator
DATE:	March 18, 2014
RE:	Proposed Maine State Employees Association (MSEA) Unit Contract

1. BACKGROUND

The city has been working with the MSEA negotiating team to develop the enclosed proposed contract. The MSEA membership voted to support the contract. Notable features of the proposed contract are as follows:

- Contract for one year: FY2014
- COLA adjustments: FY 2014 – 1.5% - effective 7/1/13
- A number of administrative housekeeping corrections

2. RECOMMENDED ACTION

To approve the proposed contract.