

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
APRIL 15, 2014**

5:30 p.m. Budget Workshop - General Government	pgs. 29-67
Protective Inspections	pgs. 120-122
Recreation	pgs. 168-177

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Update from the Lewiston Youth Advisory Council
Acceptance of minutes of the meeting of April 1, 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 1.

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- * 1. Order authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 34 School Street.
- * 2. Elimination of pending Order of Condemnation for eminent domain proceedings for the property at 44 Strawberry Avenue.
- * 3. Resolve supporting the Maine Emergency Management Agency's advocacy for a change in the Federal Emergency Management Agency's Winter Storm Policy.

REGULAR BUSINESS:

- 4. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Little Joe's Bar & Grill, 740 Sabattus Street.
- 5. Budget Public Hearing for the Fiscal Year 2015 Budget.
- 6. Condemnation Hearing for the building located at 112 Holland Street.
- 7. Condemnation Hearing for the building located at 44 Nichols Street.
- 8. Condemnation Hearing for the building located at 23 Howe Street.
- 9. Order authorizing the City Administrator to execute a Joint Development Agreement between the City of Lewiston and St. Laurent Housing Associates.
- 10. Order directing city staff to move forward expeditiously to implement various landlord assistance programs.
- 11. Budget recommendations from the Finance Committee regarding the proposed Fiscal Year 2015 Budget.

12. Request from the Safe Voices organization for a waiver of fees regarding their June 1 fundraising event.
13. Request from the Emerge Film Festival organizers for a waiver of fees regarding the use of the Lewiston Public Library for the June 14 event.
14. Reports and Updates.
15. Any other City Business Councilors or others may have relating to Lewiston City Government.
 - A) Receive Finance Committee recommendation on a new fire truck
16. Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
17. Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 34 School Street.

INFORMATION:

The Council is asked to approve a municipal quitclaim deed for 34 School Street. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property.

Please see the memorandum from Finance Director Heather Hunter for additional information.

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 the Orders authorizing execution of a municipal quitclaim deed for real estate for 34 School Street.



**City of Lewiston Maine
City Council Order
April, 15, 2014**

Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 34 School Street.

WHEREAS, the owners of 34 School Street (Tax Map 89, Lot 104, Parcel 00-007403), Derek and Sarah LeClerc, failed to pay their tax bill on a timely basis; and

WHEREAS, a tax lien in the amount of \$2,711.79 was filed on June 13, 2012 (Book 8417 Page 249) and matured on December 13, 2013; and

WHEREAS, payment was received in full on April 4, 2014;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON, that a quitclaim be issued for 34 School Street to release the City's interest in the property to the Central Maine Federal Credit Union to allow for a real estate sale closing on this property.



Finance Department

Heather Hunter
Director of Finance/Treasurer
hhunter@lewistonmaine.gov



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

FROM: Heather Hunter, Finance Director/Treasurer

SUBJECT: Quitclaim Deeds

DATE: April 9, 2014

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

At your April 15th meeting, there will be a quitclaim deed requiring your action for the following property dealing with a matured tax lien. Utility and property tax balances for the property will be brought current upon closing.

Former Owner: Derek & Sarah LeClerc
Deed Released to: Central Maine Federal Credit Union
Address: 34 School Street
Tax Map: 89 Lot 104 Parcel: 00-007403
Type of Lien: Tax Lien Filed: 6/13/12 (B8417 P249)
Matured: 12/13/13 Paid: 4/4/14

At this time, I am requesting you approve the quitclaim order for the above account so the property can be released from the City to the Credit Union in order to close on the sale of property.

Please feel free to contact me with any questions or concerns you may have. I will also be available at the meeting to address comments.

LEWISTON CITY COUNCIL

MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Elimination of pending Order of Condemnation for eminent domain proceedings for 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. In order to complete the project, the property at 44 Strawberry Avenue needs to be acquired. The City has reached an agreement with the owner of this property to purchase the land.

At the March 18 City Council meeting, the Council was asked to consider taking the land by eminent domain, but due to some issues that arose during that discussion, the Council voted to postpone that matter to a future City Council meeting. In the mean time, the City was able to reach an agreement with the property owner so now the pending motion of the eminent domain needs to be disposed of. City staff is recommending the City Council vote to postpone this matter indefinitely (which is to kill this item).

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/imm

REQUESTED ACTION:

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

To postpone indefinitely the Order of Condemnation for eminent domain proceedings for 44 Strawberry Avenue.

LEWISTON CITY COUNCIL

MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Resolve supporting the Maine Emergency Management Agency's advocacy for a change in the Federal Emergency Management Agency's Winter Storm Policy.

INFORMATION:

During December, our region suffered a number of ice and snow storms that lead to excessive municipal costs to treat the roads to allow emergency and non-emergency traffic to pass. The ice storm of December 21st, for example, cost the City \$46,000 for sand and salt and \$79,000 for overtime, not including other costs. The state sought a disaster declaration from the federal government which, if granted, would have provided for a partial reimbursement of these costs. In past years, such costs would likely have qualified for reimbursement; however, the Federal Emergency Management Agency (FEMA) has tightened its regulations regarding winter storms. (See attached explanation from Joanne Potvin, our local EMA director.) To qualify, such storms must be at or near record snowfall levels. The policy change does not appear to recognize the significant impact of a primarily ice storm, such as the December 21st event, unless that storm results in significant damage through downed trees and power lines and damage to private and governmental buildings and infrastructure. The state emergency management agency is pursuing an effort to clarify the federal policy to include such storms for potential disaster declarations and reimbursements. To support this effort, municipalities in the areas affected by the December storm have been asked to pass resolves supporting the effort.

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 supporting the Maine Emergency Management Agency's Advocacy for a change in the Federal Emergency Management Agency's Winter Storm Policy.



City of Lewiston Maine
City Council Resolve
April 15, 2014



Resolve, Supporting the Maine Emergency Management Agency's Advocacy for a Change in the Federal Emergency Management Agency's Winter Storm Policy

WHEREAS, the City of Lewiston been recognized by representatives of the Androscoggin Emergency Management Agency and Maine Emergency Management Agency (MEMA) as having experienced extraordinary costly ice storm impacts as the result of the unabated winter storms that occurred during the period of December 21st, 2013 thru January 1st 2014; and

WHEREAS, Governor LePage submitted a request for disaster assistance to the Federal Emergency Management Agency (FEMA) that recognized the impact of these storms on depleted state and municipal winter maintenance budgets for snow and ice removal and emergency winter road maintenance and repair; and

WHEREAS, FEMA denied this request after designating road treatment costs as ineligible based on FEMA's Snow Assistance and Severe Winter Storm Policy that excludes expenditures for sand, salt, and snow and ice road treatment unless there is record or near-record snowfall; and

WHEREAS, the FEMA definition of a severe winter storm is an event that occurs during the winter season and includes one or more of the following conditions: snow, ice, high winds, blizzard conditions, and other wintry conditions and that causes substantial physical damages or loss to property where Municipal and State governments demonstrate that the capabilities to effectively respond to the event are or will be exceeded; and

WHEREAS, the City of Lewiston and other affected communities in Androscoggin County disagree with FEMA's interpretation of this policy as it applies to ice storms and advocates for an "ice storm" policy addendum to be retroactively effective for the requested dates of December 21, 2103 thru January 1, 2014; and

WHEREAS, the original, understandable, intent of FEMA Policy 9523.1 is that northern States, such as Maine, which are equipped and budget for winter snowstorms should meet a very high standard to have a snowstorm qualify as a disaster. However, an ice storm with prolonged power outages in freezing conditions poses a more extreme threat to public safety in a northern climates than in a southern state where temperatures are likely to quickly moderate. Therefore, the application of Policy 9523.1 to ice storms has unintended negative consequences for northern states; and

WHEREAS, FEMA policy for other types of disasters, such as floods or hurricanes, treats cost associated with maintenance of all roads during and after the event for the purpose of emergency vehicle access as eligible for disaster assistance. In freezing temperatures, roads must be treated with sand and salt in order to carry out the emergency functions, including power restoration. Therefore, Policy 9523.1 is in conflict with other FEMA policies;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lewiston that we support the efforts of the Maine Emergency Management Agency to advocate for an amendment to the FEMA storm policy that recognizes the significant financial hardships that can be imposed on communities located in northern climates by storms similar to those experienced between December 23, 2013 and January 1, 2014, even when such storm do not reach record or near record snowfall levels.

BE IT FURTHER RESOLVED that the City Clerk shall provide a copy of this resolve to both the Androscoggin Emergency Management Agency and the Maine Emergency Management Agency.

From: Joanne G Potvin [mailto:JPotvin@androscoggincountymaine.gov]
Sent: Monday, March 17, 2014 4:30 PM
Subject: Ice Storm Request Denial

Good Afternoon to all,

As indicated in my e-mail on Friday morning (thank you to John Hawley for forwarding my reply to all of you), I have done some research to bring me up to date with FEMA's 2009 revised Snow Assistance and Severe Winter Storm Policy. There are not many differences but some of the wording in the 2009 policy makes the policy a little stricter. In the 1998 policy, there is discussion that between 1953 and 1977 there were only 7 winter storm incident declarations and the majority of them were for ice storms "that caused enough damage to justify the declaration of major disasters". In 1994, 11 major disasters were declared for winter storms that caused significant property damage and threatened life and safety of the population. In 1996 and 1997, there were 12 and 3 major disasters declared, respectively, for severe winter storms and federal assistance was granted for snow removal and de-icing to emergency routes. The 1998 policy does state that "it continues to be the Federal policy that disaster response and recovery is the responsibility of local and state governments and that Federal assistance is only supplementary and is appropriate only when the event is of such severity and magnitude that the response requirements exceed those of local and state capabilities" and that "Federal assistance is intended for emergency purposes only, not for the total costs of recovery from the storm". Emergency or major disaster declarations are limited to storms that cause substantial infrastructure damage resulting from snow, ice, high winds and blizzard conditions and that declarations are based on estimate of "actual damages" and Federal assistance is limited to Category B – Emergency Protective Measures (under the Stafford Act).

In the 2009 policy, there are clearer definitions for near-record snowfall, record snowfall, snow assistance, snowstorm and severe winter storm. The definition of a severe winter storm means an event that occurs during the winter season and includes one or more of the following conditions: snow, ice, high winds, blizzard conditions and other wintry conditions and **that causes substantial physical damages or loss to property. Locals and state must also demonstrate that the capabilities to effectively respond to the event are or will be exceeded.**

In the case of the December ice storm, we had

1. no shortage of local and state response resources, i.e., people and equipment and, therefore, did not have to call on State or Federal resources to physically come to our towns to help us
2. no substantial physical damages or loss of property (the individual damage survey done with Maine 211 revealed that people lost food in their freezer during the power outage, had leaky roofs and windows, one had a tree fall on the corner of a porch, one family lost their appliances and one other family lost the TV when the power came back on)
3. no reports, on Form 7s, of damages to local government structures and no businesses reported damages during the ice storm though some lost income during the power outage but could qualify for a Small Business Administration Loan (in the Ice Storm of '98, FEMA was a bit more lenient due to the extent of the storm, we did have uninsured damages, and there was damage and loss of public infrastructure and we had lots and lots of debris so this County's municipalities collectively received nearly one million dollars for that storm (debris clearance and debris management are now covered under a different set of rules, regulations and policies)

What we did have from the December ice storm are high costs for salting/sanding with the accompanying use of manpower and equipment. Everyone does realize the hardship that the economic impact caused to local governments but, unfortunately, the FEMA snow policy does not address budgets overruns as well as for sanding/salting an entire community (for the streets/roads you are responsible for).

Based on e-mails with MEMA, last week and again this morning, it is very unlikely that FEMA will change the policy for Maine even with the support of our Congressional Delegation. If the policy was changed to allow sand and salt, even though we do not meet the other criteria, the only assistance you would get would likely be for salting/sanding of emergency routes (i.e. you had to get a road open and de-iced in order for a fire truck or ambulance or police cruiser to get down a road because there was a fire or other emergency or you had to open a shelter at the school and had to salt/sand the parking lot...). Some of the southern states that had ice storms without snow, and had no substantial physical damages or loss of property, are in the same boat we are.

MEMA Director has indicated that he is working forward, with the Congressional Delegation and FEMA, in an attempt to bring attention to the current policy in order to make changes that would allow some Federal assistance in the case of an ice storm that is not accompanied by a record or near-record snowstorm and/or substantial damages/property loss. All we can do for now is hope that Mother Nature is over her temper tantrums and that we have no more snow and/or freezing rain and wish for a dry, breezy and slow warm-up during the day and cool temps at night to eliminate the risk of flooding in the next several weeks.

Have a great evening.

Joanne

Joanne G. Potvin, CEM/ME
Director
Androscoggin Unified Emergency Management Agency
2 College Street
Lewiston, ME 04240
Tel: 207-784-0147
Fax: 207-795-8938
E-mail: jpotvin@androscoggincountymaine.gov
Web: www.androscogginema.org



This message is intended for the use of the addressee only and may contain information that is privileged and confidential. If you are not the intended recipient of this message, be notified that any dissemination or use of this message is strictly prohibited. If you have received this message in error, please delete all copies of the message and its attachments and notify the sender immediately. County of Androscoggin, Maine.



FEMA

March 12, 2014

The Honorable Paul R. LePage
Governor of Maine
1 State House Station
Augusta, Maine 04333-0001

Dear Governor LePage:

This is in response to your February 21, 2014, request for a major disaster declaration for the State of Maine as a result of severe winter storms during the period of December 21, 2013 to January 1, 2014. You specifically requested Public Assistance for 16 counties and Hazard Mitigation statewide.

Based on our review of all of the information available, it has been determined that the damage from this event was not of such severity and magnitude as to be beyond the capabilities of the state and affected local governments. Accordingly, we have determined that supplemental federal assistance is not necessary. Therefore, I must inform you that your request for a major disaster declaration is denied.

This denial may be appealed within 30 days after the date of this letter. Any appeal pursuant to 44 CFR § 206.46, along with additional information justifying the appeal, should be submitted to the President through Paul F. Ford, Acting Regional Administrator, FEMA Region I, located at 99 High Street, Boston, MA 02110.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Craig Fugate".

W. Craig Fugate
Administrator

LEWISTON CITY COUNCIL
MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Little Joe's Bar & Grill, 740 Sabattus Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Little Joe's Bar & Grill, 740 Sabattus Street.

The Police Department has reviewed and approved the application.

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

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To grant a Special Amusement Permit for Live Entertainment to Little Joe's Bar & Grill, 740 Sabattus Street.

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

Date of Application: 3/31/14 Expiration Date: 4/30/14 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: Little Ties Bar + Grill Business Phone: 783-8361

Location Address: 740 Sabbath St Lewiston, Me 04240

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

Mailing Address: 160 Lewiston Rd New Gloucester, Me 04260

Contact Person: Kenneth Daigle Jr Home Phone: 344-8030

Owner of Business: Kenneth Daigle Jr, Melissa Lightm Date of Birth: 3/8/77 11/4/70

Address of Owner: 15 Bartholomew St Lubon, Me 04250

Manager of Establishment: Kenneth Daigle Jr Date of Birth: 3/8/77

Owner of Premises (landlord): Kenneth Daigle

Address of Premises Owner: 84 New Gloucester Rd Durham, Me 04222

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): _____

Genes Wine Store 65 Wilbur St 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: Little Tiger Bar + Grill

Corporation Mailing Address: 160 Lewiston Rd New Gloucester, Me 04260

Contact Person: Kenneth Daigh Jr. Phone: 344-5030

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? 300 feet

Please describe the type of proposed entertainment:

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

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

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

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

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

Signature: Melissa Leighton Title: Manager Date: 3-27-14

Printed Name: Melissa Leighton

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

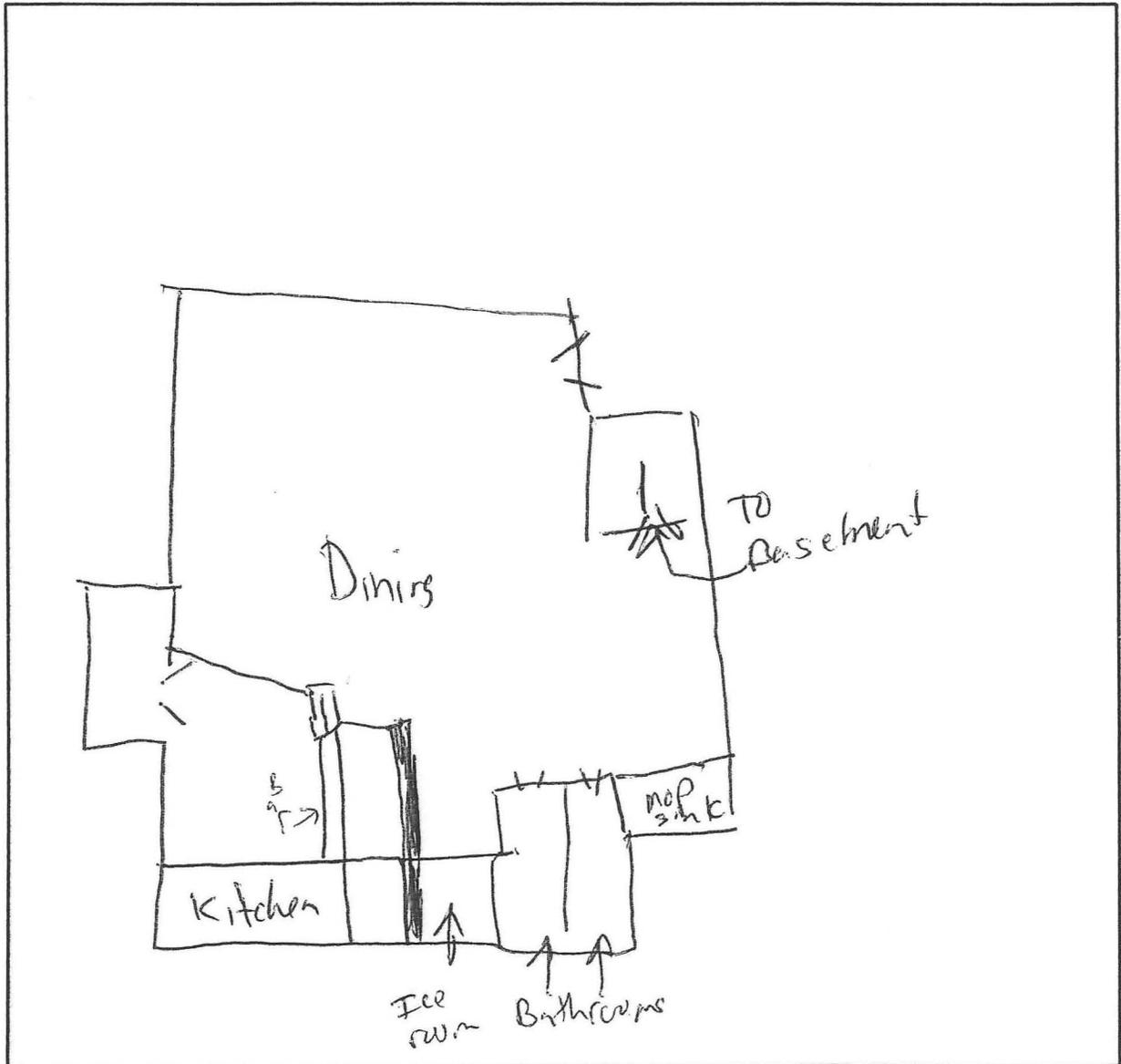
Sent to Police & Fire: _____

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.



CITY OF LEWISTON, MAINE
Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

1. Exact corporate name: Little Tiger Bar & Grill
2. Date of incorporation: May 2007
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
Kenneth Daigle Jr	15 Bartholomew St Lewiston, Me 04240	3/8/77	50%	President
Melissa Leighton	160 Lewiston Rd Lewiston, Me 04240	11/4/70	10%	Vice president

6. What is the amount of authorized stock? 1000 Outstanding stock? _____
7. Is any principal officer of the corporation a law enforcement official?
No

Dated at _____ on _____
City or Town Date

SIGNATURE 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 – **Little Joe's**

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

Little Joe's
740 Sabattus 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 APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Budget Public Hearing for the Fiscal Year 2015 Budget.

INFORMATION:

The City Council schedules and conducts two public hearings regarding the budget to receive citizen input and comment. The first budget public hearing will be held during this meeting and the final budget public hearing is scheduled for May 6 to be held before the final vote regarding budget adoption.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This public hearing is part of the budget process to receive citizen input.

EA Blkmm

REQUESTED ACTION:

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

To conduct the first budget public hearing to receive citizen input and communication regarding the proposed Fiscal Year 2015 Municipal Budget.

**CITY OF LEWISTON
BUDGET PUBLIC HEARING NOTICE**

Notice is hereby given in accordance with Article VI, Section 6.07(a) of the City Charter of a Public Hearing on the City Budget for Fiscal Year 2015. All citizens are invited to attend and provide the City Council with written and/or oral comments and ask questions concerning the City=s proposed budget, excluding the School Department.

**HEARING DATE: Tuesday, April 15, 2014
TIME: 7:00 P.M.
PLACE: City Council Chambers, City Building
PROPOSED BUDGET - FISCAL YEAR 2015**

REVENUE SOURCE	
General Property Taxes	\$32,890,612
Anticipated Revenues Municipal	11,322,327
TOTAL	\$44,212,939
EXPENDITURES	
Municipal	\$41,920,693
County Tax	2,292,246
TOTAL	\$44,212,939
WATER DIVISION	
Projected Revenues	\$5,408,874
Projected Expenditures	5,360,434
SEWER DIVISION	
Projected Revenue	\$5,075,700
Projected Expenditures	5,440,537
STORM WATER DIVISION	
Projected Revenues	\$2,501,000
Projected Expenditures	\$2,694,026

The City of Lewiston is an EOE. For more information, please visit our website at www.lewistonmaine.gov and click on the Non-Discrimination Policy.

Kathleen M. Montejo, MMC
City Clerk
-END-

PUBLISH ON THURSDAY, APRIL 3, 2014 Display ad - 2 columns wide by 5.25 inches high.
Proof requested (777-4621 fax)

TO: LSJ Advertising Dept. 784-3062 fax Attn: Venise
FROM: Lewiston City Clerk=s Office 784-2959 fax
Please bill the City Clerk=s Dept account. Thank you.

LEWISTON CITY COUNCIL

MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

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.

EVAB/KMM

REQUESTED ACTION:

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

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:

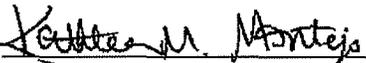
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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:

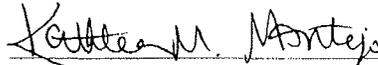
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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

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

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

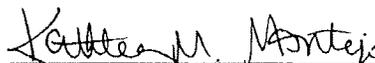
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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~~

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:

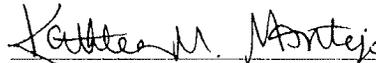
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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

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.*

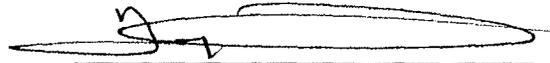
On MAR 04 2014, ~~2014~~ (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving, Corporation Service Company, Agent for Ocwen Loan Servicing, LLC, by delivering a copy of same at the following address:

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

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

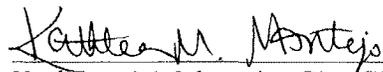
March 18, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

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~~

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.

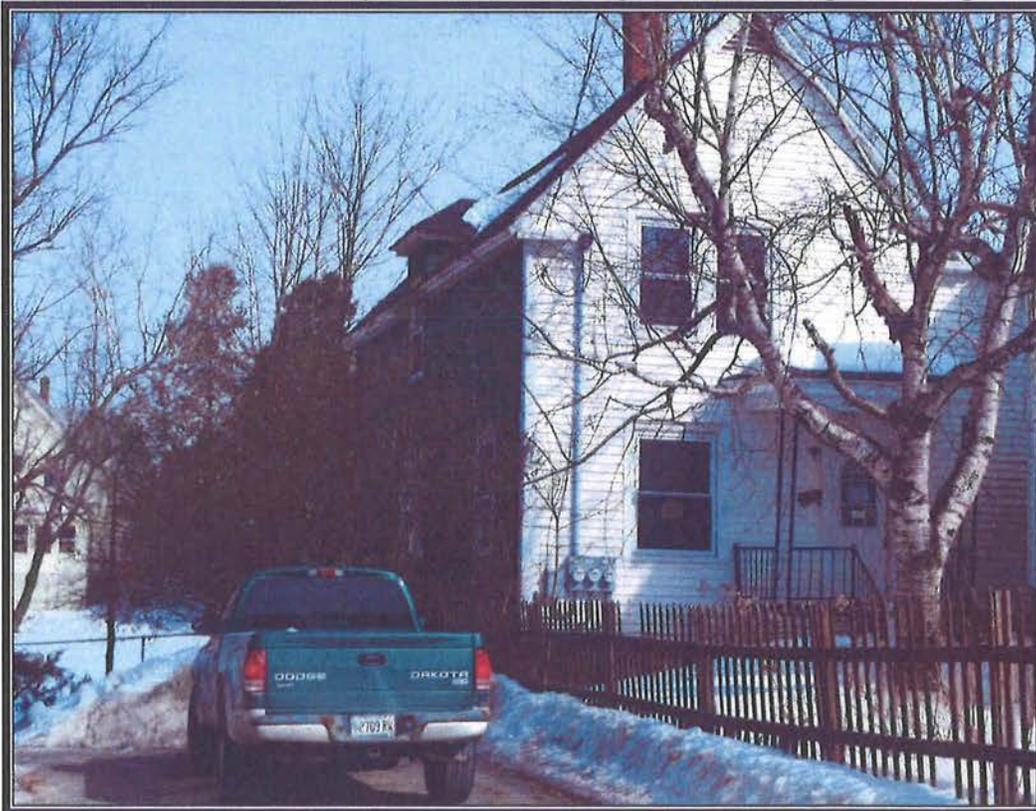


Photo # 3 Mortar deterioration of the brick joints, weakening the foundation, allowing the entry of water making it unstable..



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

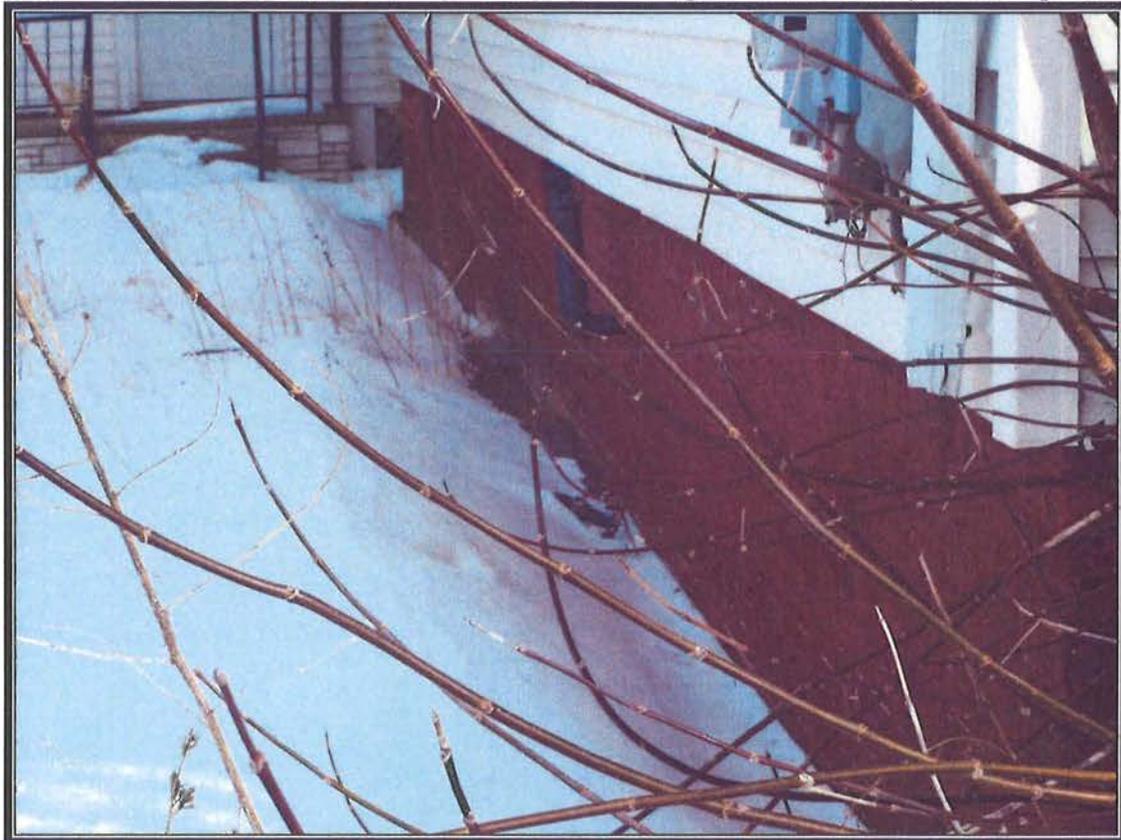


Photo # 5 Severely deteriorated foundation showing separated masonry units , bowing inward and in jeopardy of catastrophic collapse.

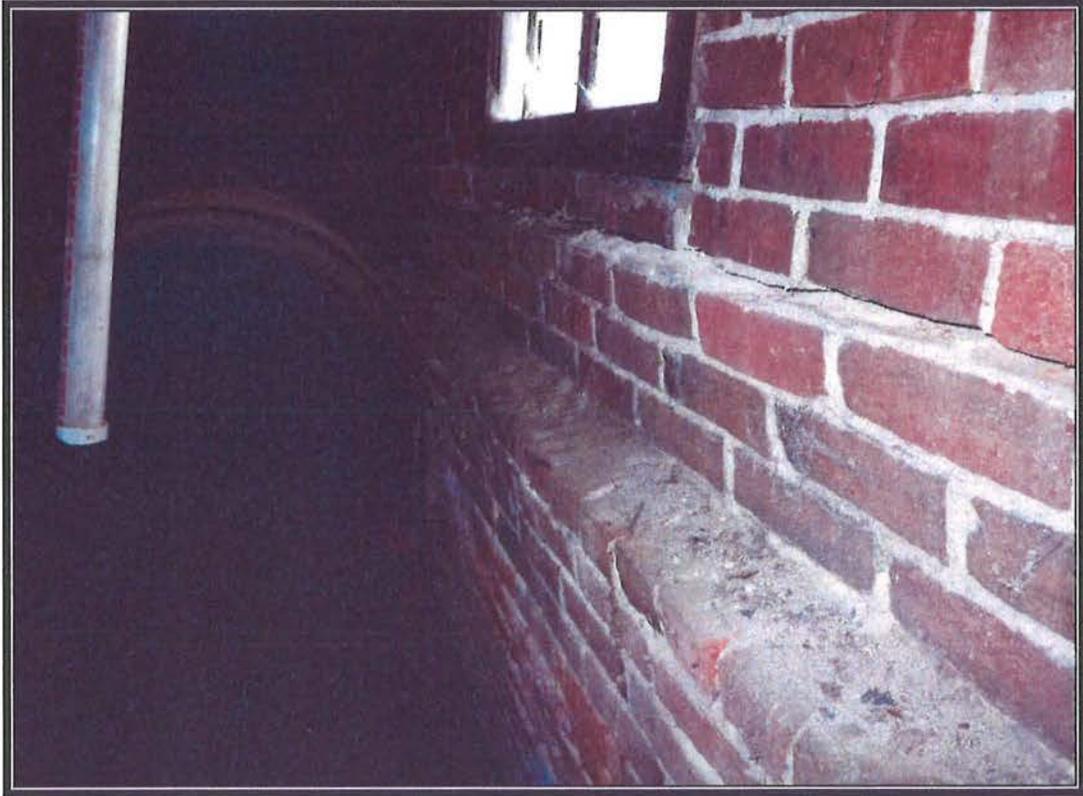


Photo # 6 The separation of masonry units showing the extraordinary extent of the wall deformation.



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.

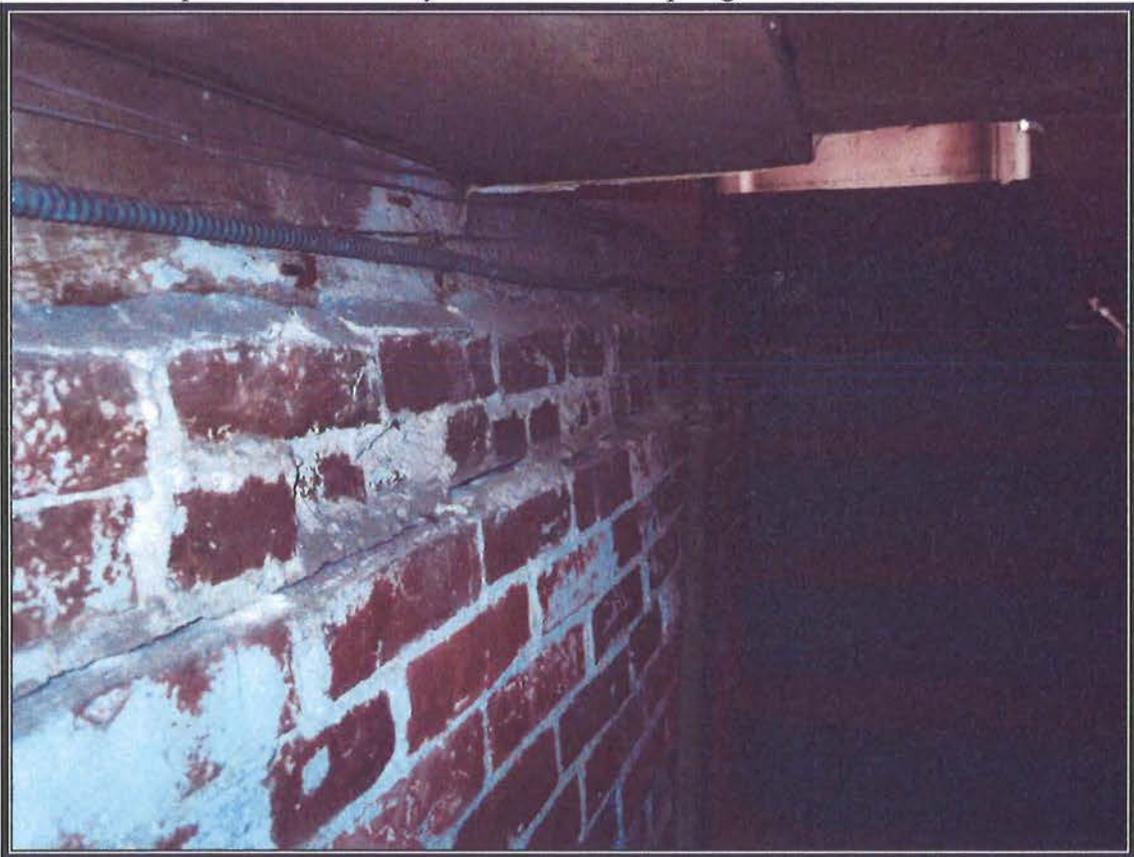


Photo # 11 Damage due to copper theft leaving open chases for the accelerated spread of fire throughout the building.



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 APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Condemnation Hearing for the building located at 44 Nichols Street.

INFORMATION:

The City has begun the process for condemnation of the property at 44 Nichols 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. In addition, on April 10, this building sustained heavy fire damage in a predawn fire.

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.

EAB/kmm

REQUESTED ACTION:

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

1) To conduct a hearing to determine if the building located at 44 Nichols 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 44 Nichols 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.

44 NICHOLS STREET

OWNERSHIP DOCUMENTS

QUITCLAIM DEED WITH COVENANT

Know All Men By These Presents That MARGOT HIRD of Woodland Hills, California, for consideration paid, grants to MARGOT HIRD, AS TRUSTEE OF THE MARGOT HIRD 2006 TRUST, DATED NOVEMBER 15, 2006, with quitclaim covenants, a certain lot or parcel of land, with the improvements thereon, situated in Lewiston, County of Androscoggin and State of Maine, more particularly bounded and described in Exhibit A which is attached hereto and made a part hereof by reference.

NO TITLE SEARCH WAS PERFORMED IN CONNECTION WITH THIS DEED.
DESCRIPTION PROVIDED BY THE PARTIES.

In Witness Whereof, I have set my hand this 11 day of JUNE, 2007.

NO MAINE R.E.
TRANSFER TAX PAID

[Signature]
Witness

[Signature]
Margot Hird

State of California
County of San Diego ss

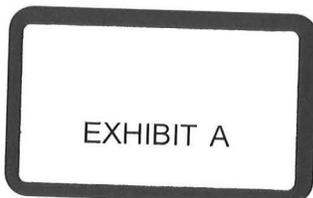
Then personally appeared the above named Margot Hird and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]
Notary Public/Attorney at Law
Printed name: VL Worthy
Seal (if any):

SEAL

File Number: 07050030

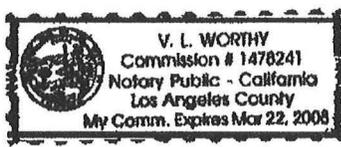


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On June 11, 2007, before me, V.L. Worthy
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared MARGOT HIRD
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

V.L. Worthy
Signature of Notary Public

Please Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Quit Claim/Consent
Document Date: June 11, 2007 Number of Pages: 3
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer
Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: Self



Exhibit A

All that certain lot or parcel of land situated in Lewiston,
County of Androscoggin and State of Maine being more
particularly described as follows:

Beginning at a point where the southwesterly line of Holland
Street and the northwesterly line of Nichols Street intersect;
thence northwesterly on Holland Street sixty two (62) feet to a
rod in the ground; thence southwesterly on line of land hereby
conveyed fifty (50) feet; thence southeasterly and parallel
with Holland Street to Nichols Street; thence northeasterly on
Nichols Street to the point of beginning.

ANDROSCOGGIN COUNTY
Tina N. Chanois
REGISTER OF DEEDS

**NOTICE OF HEARING
CERTIFICATES OF SERVICE**

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

Margot Hird, individually and as Trustee for
the Margot Hird 2006 Trust
51 Inner Drive, Apartment E13
St. Paul, MN 55116-3800

Bank of America, NA
1000 W. Temple Street
Los Angeles, California 90012

44 NICHOLS STREET, LEWISTON, MAINE

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

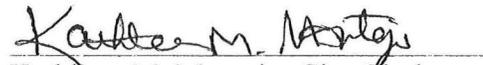
April 15, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 44 Nichols Street, Lewiston, Maine, identified as Lot 199 on Tax Map 194, and further described in a Quitclaim Deed recorded in the Androscoggin County Registry of Deeds at Book 7174, Page 205, 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: March 19, 2014


Kathleen M. Montejo, City Clerk

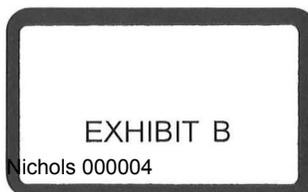
STATE OF MAINE
ANDROSCOGGIN, ss

March 19, 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



ALLISON R. PEASE
Notary Public, Maine
My Commission Expires August 31 2015

Fill out and return this copy

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

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

On 3/20, 2014 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving Margot Hird, individually and as Trustee of the Margot Hird 2006 Trust, by delivering a copy of same at the following address:

Margot Hird, individually and as Trustee
for the Margot Hird 2006 Trust
51 Inner Drive, Apartment E13
St. Paul, MN 55116-3800

Costs of Service:

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

Stewart C. Hays

Signature

Pro Legal

Agency



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

Margot Hird, individually and as Trustee for
the Margot Hird 2006 Trust
51 Inner Drive, Apartment E13
St. Paul, MN 55116-3800

Bank of America, NA
1000 W. Temple Street
Los Angeles, California 90012

44 NICHOLS STREET, LEWISTON, MAINE

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

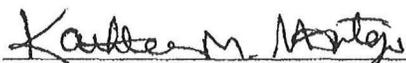
April 15, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 44 Nichols Street, Lewiston, Maine, identified as Lot 199 on Tax Map 194, and further described in a Quitclaim Deed recorded in the Androscoggin County Registry of Deeds at Book 7174, Page 205, 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: March 19, 2014



Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

March 19, 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

ALLISON R. PEASE
Notary Public, Maine
My Commission Expires August 31 2015

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

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

On Monday, March 24, 2014 at 3:46 P.M., I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving Bank of America by delivering a copy of same to the person authorized to accept service at the following address:

Bank of America, N.A.
Attn: Legal Department
1100 North King Street
Wilmington, Delaware 19801

Accepted by: Molly Gonzalez, legal department representative

Costs of Service:

Service:	\$ <u>50.00</u>
Travel:	\$ <u>n/a</u>
Postage:	\$ <u>n/a</u>
Other:	\$ <u>50.00 *</u>
 TOTAL:	 \$ <u>100.00</u>

** attempted service of process/non-service
return on 03/24/14 at 2:33 P.M. at 800
Samoset Drive, Newark, DE 19713 (service
refused at that location)*



Jeffrey L. Butler - process server

Legal Beagles, Inc.
P.O. Box 886
New Castle, Delaware 19720-0886
(302) 478-2693 - telephone

EXHIBIT D

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

Margot Hird, individually and as Trustee for
the Margot Hird 2006 Trust
51 Inner Drive, Apartment E13
St. Paul, MN 55116-3800

Bank of America, NA
1000 W. Temple Street
Los Angeles, California 90012

44 NICHOLS STREET, LEWISTON, MAINE

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

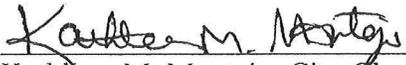
April 15, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

This hearing is to determine whether the residential structure at 44 Nichols Street, Lewiston, Maine, identified as Lot 199 on Tax Map 194, and further described in a Quitclaim Deed recorded in the Androscoggin County Registry of Deeds at Book 7174, Page 205, 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: March 19, 2014



Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

March 19, 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

ALLISON R. PEASE
Notary Public, Maine
My Commission Expires August 31 2015

CITY
CORRESPONDENCE

**CITY OF LEWISTON
CODE ENFORCEMENT
CITY BUILDING
27 PINE STREET
LEWISTON, MAINE 04240
(207) 513-3125 EXT. 3226**

**NOTICE OF CONDEMNATION/PLACARDING
VIA FIRST CLASS & CERTIFIED MAIL
RETURN RECEIPT REQUESTED
POSTED AT SITE**

June 20, 2012

HSBC Bank USA
C/O Wells Fargo Bank NA
405 S.W. 5th Street
Des Moines, Iowa 50309

RE: 44 Nichols Street, Lewiston, Maine

Dear Sir/Madam,

It has come to the attention of this office that the building at 44 Nichols Street is vacant and has suffered severe deterioration making it unfit for occupancy due to violation(s) of the following provisions of Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, Article VI, Sections 18-200 & 18-201, as per The Code of Ordinances of the City of Lewiston hereafter referred to as the (Code). The building is without necessary facilities such as heat, hot potable water, electricity and has been abandoned. Due to obsolescence of the mechanical systems, dilapidation and deterioration of the structural elements, substantial rehabilitation is required for re-occupancy or the building must be must be demolished.

I hereby condemn and placard the building and property at 44 Nichols Street as being unfit for occupancy pursuant to and in accordance with Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, IPMC-108.1 et seq, IPMC-109.1 et seq, IPMC-110.1 et seq, , IPMC-302.1 et seq, IPMC-304.1 et seq, IPMC-305.1 et seq, IPMC-306.1 et seq, IPMC-402.2 et seq, IPMC-504.1 et seq, IPMC-505.1 et seq,, IPMC-506.1 et seq, IPMC-602.1 et seq, IPMC-603.1 et seq, IPMC-604.1 et seq, IPMC-605.1 et seq, IPMC-703.1 et seq and PMC-704.1 et seq of the Code of Ordinances of the City of Lewiston. You are hereby ordered to immediately ensure this building is secured from unauthorized entry. You are to make substantial repairs, with all appropriate permits issued by this office, or to demolish this building, leaving the property in manner to the satisfaction of this office by no later than **August 5,2012**.

The City of Lewiston may order the demolition of this building pursuant to the provisions of the Maine Revised Statutes, Title 17, Chapter 91, Subchapter 4, Dangerous Buildings, Section § 2851, if the building is not maintained secured or is a threat to public safety and a nuisance.

The above-mentioned property will be placarded and may not be re-occupied until proper abatement of all violations and rehabilitation has been completed. An inspection shall be conducted to confirm compliance. At such time the condemnation order and placarding shall be discontinued pursuant to the above referenced Code Section IPMC-108.4.1 stating "the code official shall remove the condemnation and placarding whenever the defect or defects upon which the Condemnation and Placarding were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code."

Your prompt attention to this matter is advised to avoid legal action. It is our sincere desire to work with you in devising an implementation schedule for the correction of these conditions. Please contact this office immediately if circumstances do not permit the timely compliance with this order and abatement of the violations or if you have any questions regarding this matter.

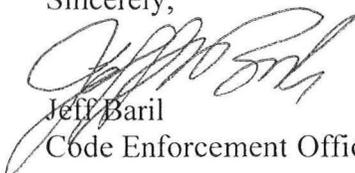
In the event that you do not comply with this order, this office may issue a citation pursuant to Chapter 50, Article II, and Section 50-36 thru 50-51 of the aforementioned Code. Said citation shall require you to pay a penalty of one hundred and ten dollars (\$110.00) for the first citation and you will be reordered to abate the outstanding violations in the previous Notices and Orders. In the event that you do not comply with the first citation, additional citations may be issued. The second citation imposes a civil penalty of two hundred and twenty five dollars (\$225.00), the third is four hundred and twenty five dollars (\$425.00), the fourth and subsequent citations are eight hundred and fifty dollars (\$850.00), and penalties are cumulative. In the future, if any of the above violations are repeated, you are not entitled to receive any further notification, and this office may serve you with a citation.

In lieu of or in addition to the issuance of citations, this office may initiate a land use complaint pursuant to Rule 80-K of the Maine Rules of Civil Procedure and 30-A M.R.S.A. § 4452 et seq. and § 3758-A et seq. as amended. A judgment from such a lawsuit in the City's favor will result in a court order that any violations be abated, the imposition of a fine of up to two thousand, five hundred dollars (\$2,500.00) per violation, per day, the payment of court costs and the City's legal fees.

You may appeal this order and request a hearing before the Lewiston Board of Appeals by filing a written petition at the office of the Director of Planning and Code Enforcement within ten (10) days of receipt of this notice. This petition shall be submitted on a form provided by this office along with the one hundred and five dollar (\$105.00) appeal fee. Should you fail to appeal you will be barred from any opportunity to contest or challenge the terms of this Notice and Order in any further legal proceedings.

If you sell, transfer or lease this property, you must notify the grantee, mortgagee, transferee, or lessee of any outstanding code violations pursuant to Section IPMC-107.6 of the Property Maintenance Code. You must also furnish this office with a signed notarized statement from the grantee, mortgagee, transferee or lessee acknowledging receipt of any orders or notices and fully accepting responsibility for the abatement of said violations.

Sincerely,



Jeff Baril
Code Enforcement Officer

c: Gildace J. Arsenault, Director of Planning & Code Enforcement

PHOTOGRAPHS









LEWISTON CITY COUNCIL

MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Condemnation Hearing for the building located at 23 Howe Street.

INFORMATION:

The City has begun the process for condemnation of the property at 23 Howe Street under the dangerous building classification. On April 10, this building sustained heavy fire damage in a predawn fire.

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.

EAB/kmm

REQUESTED ACTION:

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

1) To conduct a hearing to determine if the building located at 23 Howe 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 23 Howe 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.

**AGENDA ITEM 8
CONDEMNATION HEARING FOR 23 HOWE ST.
BACKGROUND MATERIAL**

Please note:

The City Attorney's Office is preparing the agenda background material for the Condemnation Hearing for the property at 23 Howe Street. This material will be available at the City Council meeting on Tuesday night, April 15.

We apologize for any inconvenience this delay might create.

Thank you.

LEWISTON CITY COUNCIL
MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Order authorizing the City Administrator to execute a Joint Development Agreement between the City of Lewiston and St. Laurent Housing Associates.

INFORMATION:

This item is to approve the Joint Development Agreement between St. Laurent Housing Associates and the City regarding the development of housing units for downtown residents to help replace the apartment buildings lost in the May 2013 downtown fires.

Please see the attached memorandum from Lincoln Jeffers, Director Economic and Community Development, outlining the details of the project.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATB/kmm

REQUESTED ACTION:

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

To approve the Order authorizing the City Administrator to execute a Joint Development Agreement between the City of Lewiston and St. Laurent Housing Associates.



**City of Lewiston Maine
City Council Order
April 15, 2014**



Order, Authorizing the City Administrator to Execute a JOINT DEVELOPMENT AGREEMENT between THE CITY OF LEWISTON and ST. LAURENT HOUSING ASSOCIATES.

WHEREAS, a series of three major fires in downtown Lewiston in April/May 2013 resulted in the loss of over 77 housing units and the displacement of over 200 people; and

WHEREAS, this area contains the oldest housing stock in the community, with the majority of it built prior to 1940 and many having now lived past their useful life; and

WHEREAS, the City has aggressively stepped up code enforcement and demolition of blighted properties in this area; and

WHEREAS, ST. LAURENT HOUSING ASSOCIATES (ST. LAURENT) owns Pierce Place, a 29 unit affordable housing project that was consumed in the April/May 2013 fires; and

WHEREAS, all 29 units in Pierce Place had commitments for project based Housing Assistance Payments (HAP) which function similarly to the U.S. Department of Housing and Urban Development's Section 8 housing program; and

WHEREAS, ST. LAURENT has approached the city seeking support to assist in the redevelopment of Pierce Place; and

WHEREAS, ST. LAURENT wishes to build a \$5 million 29 unit apartment complex which will have project based HAP assistance and in which the majority of the units will be 2 bedroom or larger; and

WHEREAS, MaineHousing has expressed a willingness to provide a set-aside of Low Income Housing Tax Credits dedicated to Pierce Place so long as the City desires to see the project and provides municipal support to it; and

WHEREAS, if financing and development contingencies are met by ST. LAURENT, the City has agreed to acquire and convey 155 Bartlett Street, and 116 and 122 Pierce Street at no cost to ST. LAURENT. If ST. LAURENT acquires 141 Bartlett Street, the City will provide \$200,000 in HOME funds. If 141 Bartlett Street is not acquired, the City agrees to convey 139 Bartlett Street to ST. LAURENT at no cost; and

WHEREAS, if rebuilt, Pierce Place will replace quality workforce housing lost in the fires, expand the tax base, insure the preservation of HAP assistance for 29 apartments, and help stabilize the neighborhood and set it on the path to recovery;

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

The City Administrator is hereby authorized to execute the JOINT DEVELOPMENT AGREEMENT between THE CITY OF LEWISTON and ST. LAURENT HOUSING ASSOCIATES in a form substantially as is attached hereto.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: **Pierce Place Affordable Housing Project**
Date: April 10, 2014

On April 8th the City Council reviewed and discussed a proposal by St. Laurent Housing Associates to replace 29 units of project based rental assistance housing units that were lost to arson in last May's fires. The project is called Pierce Place. My April 4th memo to the council providing background on the project and proposal is attached.

Since the workshop I have worked with St. Laurent to finalize and simplify the details of the structure of their development proposal. Attached is a Joint Development Agreement that articulates the proposal and if approved, the contractual obligations of the City and of St. Laurent (Developer). Also attached is a proforma that shows the fiscal impact of the project. The City Council is being asked to approve the Joint Development Agreement and authorize the City Administrator to execute it on behalf of the City.

Following is a summary of the proposal.

City Obligation/Contingencies

1. City to acquire and convey 116 Pierce, 122 Pierce and 155 Pierce St. to St. Laurent. The city came to terms with the former owners of these properties last year where they would convey their rights to the real estate in exchange for the city forgiving demolition costs, and past due property tax and public utility bills on the property. The City spent \$84,500 in demolition of these properties, and forgave \$11,320 in unpaid taxes and utility bills. Last September the City Council authorized the City Administrator to accept Options to acquire these properties under those terms. Title issues are still being worked through on one of the properties.
2. If the Developer acquires 141 Bartlett Street the City agrees to provide Developer with \$200,000 in HOME funds as a grant to be used for eligible project costs. The Developer will be responsible for acquiring the property, relocating tenants and demolishing it.
3. If the Developer does not acquire 141 Bartlett Street the City agrees to convey 139 Bartlett Street to the Developer at no cost. Foregone tax

revenue and demolition costs for 139 Bartlett Street totaled approximately \$27,900.

The City does not have to take any of the actions noted above until the Developer meets their obligations and contingencies outlined below.

Developer Obligations/Contingencies

1. Developer agrees to invest a minimum of \$5 million to build 29 housing units, the majority of which are 2, 3, and 4 bedroom units.
2. The project will be built utilizing and is contingent upon receiving approval from MaineHousing for the allocation of Low Income Housing Tax Credits (LIHTC), and the purchase of the credits by a tax credit syndicator.
3. The project is dependent and contingent upon the U.S. Department of Housing and Urban Development approving the extension and application of project based housing rental assistance to the 29 units to be built. This is an extension of a project based rental assistance agreement first established in 1984.
4. Developer agrees to pay taxes on the property at a minimum assessed valuation of \$1,400,000 beginning no later than April 1, 2017. (Construction is expected to begin no later than August 31, 2015 and to be complete by August 31, 2016.)

The City is not obligated to convey real estate or provide HOME funding until the project has Development Review approval and sufficient financing has been secured to build the project. The City's conveyance of support will occur upon having the necessary approvals and closing on the financing.

Increase in Tax Revenue

As the attached proforma shows, with a minimum assessed value of \$1,400,000 a rebuilt Pierce Place will pay approximately \$37,000 in taxes at today's mil rate of .02644; an increase of approximately \$29,500 over the taxes currently generated by the property.

Current landlord assistance programs

At the April 8th workshop a variety of assistance programs designed to assist current landlords were outlined. One of the ideas put forth that seemed to garner support was to take 50% of the incremental increase in taxes received by the City that are generated by new affordable housing projects and use them to help capitalize loan and grant programs for residential landlords. If Pierce Place is approved, based on the proforma, \$14,750 would annually be available to capitalize landlord programs.

City staff has drafted a loan program to be combined with an EfficiencyMaine rebate program that can be used by landlords to improve the energy efficiency of their buildings. Staff expects to have that program before the council for consideration and action at the May 6th city council meeting.

Allocating 50% of the new tax revenues generated from Pierce Place would not be appropriate in a Joint Development Agreement between the City and

Developer. However, staff recommends that 50% of the new tax revenue generated by Pierce Place be used to capitalize landlord residential programs. The best mechanism for achieving this policy goal is still being determined.

Maine Housing Set-Aside

As noted in my April 4th memo, MaineHousing is prepared to recommend that a LIHTC allocation be set-aside for Pierce Place in the 2015 LIHTC Qualified Allocation Plan (QAP). MaineHousing is engaged in drafting the QAP for release for public comment in May. They have indicated they will only go forward with seeking support for the set-aside if the City of Lewiston desires and is supportive of the Pierce Place redevelopment with municipal participation as proposed in the Joint Development Agreement.

Recommendation

The area where Pierce Place is proposed has been hard hit by fires, abandoned buildings, demolition and blight. Real estate values have been on a long decline. No new housing investment of any scale has been made since 1984. Reconstruction of Pierce Place will help stabilize the neighborhood and be the first step on a path to recovery, making it more attractive for future investment. Pierce Place will provide safe, decent and affordable workforce housing for residents earning up to 60% of the household area median income; which ranges from \$33,700 for a family of four, up to \$44,500 for a family of eight.

Redevelopment of Pierce Place will retain project based federal support for 29 downtown housing units. Project based rental assistance provides a reliable income stream to the owner, along with the obligation to maintain and manage the properties well in order to preserve the support.

Pierce Place will increase tax revenues \$29,500, no TIF revenues will flow back to the developer or owner, and the project can be used to help capitalize loan and grant programs to improve the quality of the housing stock in existing buildings.

This is an opportunity to improve the quality of Lewiston's rental housing stock, replace quality affordable housing that was lost to arson, maintain federal support for workforce housing within the city which otherwise will eventually be lost, and to take a significant step toward turning one of Lewiston's most challenged neighborhoods around. Depending upon the final real estate involved, no, or minimal new city investment will be required.

Approval of the project is recommended.

Action Requested

To approve the Joint Development Agreement between the City of Lewiston and St. Laurent Housing Associates in a form substantially similar to the attached, and to authorize the City Administrator to execute the document on behalf of the City.

Pierce Place

Address	Value in 2014			Value in 2016			
	<i>Land</i>	<i>Bldg.</i>	<i>Total</i>	<i>Land</i>	<i>Bldg.</i>	<i>Total</i>	
141 Bartlett	\$ 17,040	\$ 150,780	\$ 167,820	\$ 17,040			
145 Bartlett	\$ 16,330	\$ -	\$ 16,330	\$ 16,330	\$ -	\$ 16,330	
149 Bartlett	\$ 17,040	\$ -	\$ 17,040	\$ 17,040	\$ -	\$ 17,040	
155 Bartlett	\$ 17,040		\$ 17,040	\$ 17,040	\$ 1,284,150	\$ 1,301,190	
110 Pierce	\$ 17,040	\$ -	\$ 17,040	\$ 17,040	\$ -	\$ 17,040	
114 Pierce	\$ 17,040	\$ -	\$ 17,040	\$ 17,040	\$ -	\$ 17,040	
116 Pierce	\$ 17,040	\$ -	\$ 17,040	\$ 17,040	\$ -	\$ 17,040	
122 Pierce	\$ 14,320	\$ -	\$ 14,320	\$ 14,320	\$ -	\$ 14,320	
TOTAL	\$ 132,890		\$ 283,670	\$ 132,890		\$ 1,400,000	
Taxes \$			7,500	Taxes \$			37,016

Difference \$ 29,516

4/10/2014

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Pierce Place Reconstruction Proposal.
Date: April 4, 2014

Phyllis St. Laurent is the owner of a 62 unit scattered site Substantial Rehabilitation Housing Assistance Program project that she redeveloped in 1984. During last spring's fires, St. Laurent had 29 of those units destroyed by arson. The housing project was known as Pierce Place. The units were located in 3 buildings at 149 Bartlett Street, and 110 and 114 Pierce Street. Parking for the project was located on 145 Bartlett.

Since the fire, St. Laurent has explored several options to rebuild the units. Most recently she has been working with Jim Hatch, a Maine based consultant and housing developer, to assist her in structuring the financing and development program to rebuild. They have approached the city requesting assistance. This memo will provide background on the units that were lost, the program under which they were developed and maintained, a summary of past redevelopment efforts, and the support being requested.

Background

The federal program under which St. Laurent developed the 62 units of workforce housing provided Project Based Rental Assistance. Project Based Rental Assistance functions like Section 8 Vouchers – tenants pay 30% of their household income toward the Fair Market Rent on the property and the federal government pays that portion not covered by the tenant. The federal government annually sets the Fair Market Rents for each community in which they provide housing rental assistance. The distinction between the two programs is that Section 8 vouchers travel with tenants, the project based assistance stays with the real estate. Both programs are funded and administered by the U.S. Department of Housing and Urban Development. To be eligible for the vouchers, property owners must maintain a housing quality standard established and monitored by HUD. Maintaining the standard requires ongoing investment in the properties.

Project Based Rental Assistance and Section 8 Vouchers are two of the federal government's primary programs to assist communities and low to moderate income residents to have affordable housing. Over the last 30 years HUD has

moved from primarily providing project based assistance to tenant based Section 8. Today, project based assistance is a relatively uncommon and valuable form of assistance. It provides property owners with a predictable income stream that results in well maintained housing.

In the aftermath of last year's fires, HUD agreed to allow St. Laurent to retain the project based rental assistance for Pierce Place so long as it was rebuilt within a reasonable time frame. During the period between the fires and the units being rebuilt, HUD agreed to temporarily convert the project based assistance into tenant based Section 8 certificates for those tenants who lost their homes to the fire. Eighteen of the families that were burned out accepted the Section 8 Vouchers with the understanding that it was a temporary measure. If Pierce Place is rebuilt, the rental assistance will come back to Pierce Place as project based assistance. If they want to continue to receive this housing assistance, the tenants would need to return to Pierce Place. If Pierce Place is not rebuilt, the assistance that was converted to Section 8 Vouchers will remain as vouchers only so long as the tenants are income eligible and want them. When they are no longer eligible or want the vouchers, the rental assistance will stop and the vouchers will disappear from our community. HUD has also maintained their commitment to fund project based rental assistance for the 11 units whose tenants did not convert to Section 8 vouchers; but if progress and commitment for replacing the housing is not made within the next year, those 11 vouchers will be gone from the area.

Efforts to Rebuild

Over the last 30 years, the zoning around Pierce Place has changed. Pierce Place consisted of three buildings on four lots totaling 20,000 square feet in size. Current zoning requires a minimum of 1,250 s.f. of lot per housing unit, which adds up to a need for 36,250 s.f. of land to build 29 units. With lots in that area measuring 50' x 100', a minimum of eight lots is required to meet the zoning standard.

Last summer, the Volunteers of America developed a proposal to rebuild Pierce Place. They sought city support for the project including:

1. Donation by the city of four parcels of land upon which the City was owed back taxes and special tax liens for demolition.
2. A 15 year 50% TIF
3. Waiver of development review and building permit fees
4. Reduced parking ratio to 1 space per unit.

In exchange, VOA was to purchase the 33 undamaged units in the scattered site project and invest \$6 million building a 30 unit affordable housing project (1 unit would be for an on-site manager). All 62 units would have Project Based Rental Assistance. VOA was to apply for Low Income Housing Tax Credits (LIHTC) to help fund the project. The City Council approved a joint development agreement with VOA with the support outlined above; ultimately, VOA and St. Laurent were not able to come to terms and the project did not move forward.

At the public hearing when the Joint Development Agreement for the VOA project was approved, there was significant opposition voiced by local landlords. That opposition sparked a series of meetings between landlord representatives, Councilor Cayer, Councilor Libby, and a variety of city staff looking to develop programs and policies that will help support local landlords. The results of those efforts are outlined in Ed Barrett's attached memo.

Current Proposal

Over the last several months, St. Laurent and Hatch have been working with HUD, MaineHousing, the Lewiston Housing Authority, and city staff to develop a proposal to rebuild Pierce Place at an approximate cost of \$5 million. The physical project has not yet been designed so an exact count of the number of one, two, three, and four bedroom units is not available, but it is expected that the majority of the units will be 3 bedrooms or larger.

HUD would like to see the 29 units rebuilt. So long as there is progress in moving the project through development review, securing the financing, and construction, they will retain this commitment to project based assistance for the project. However, if this project does not go forward, HUD's requirement that the project get rebuilt within a reasonable time frame will not be met and the project based assistance for the 29 units will be lost.

MaineHousing staff has expressed a desire and willingness to take an unprecedented action in the award of LIHTC. These credits are usually awarded through a competitive process in which developers submit applications for projects that are scored against a set of criteria and desired elements for affordable housing established by MaineHousing in an annually updated Qualified Allocation Plan (QAP). As part of this year's QAP, MaineHousing is proposing a set aside of LIHTC for reconstruction of Pierce Place. The project will not have to compete against other proposed projects for credits. The QAP has not yet been finalized and approved by their Board, but if Lewiston is supportive of the redevelopment of Pierce Place under the terms outlined in this memo, MaineHousing is recommending the set aside be included in the QAP in recognition of the magnitude of the fires and their impact on the community. They recognize the value of the project based rental assistance and want to assist in keeping that support in Lewiston.

The Lewiston Housing Authority (LHA) has expressed a willingness to participate in the redevelopment of Pierce Place if its participation is needed or desired, either as the developer or owner. Discussions are ongoing between St. Laurent and LHA, but no decision has yet been made on what, if any, role LHA will play.

Regardless of who the owner/developer will be, the level of support needed from the City will not change. The architect of the development proposal is Hatch, serving as a consultant. The city has experience with Hatch – he played a similar role with the Developer's Collaborative on the development of the Birch Hill and Healey Terrace senior housing projects.

City Assistance Requested

If MaineHousing approves the LIHTC set aside, Pierce Place will not have to compete for the credits. However, the project must work to abide by many of the goals of the QAP, especially keeping the cost of creating new housing within MaineHousing's target limits.

The plan is to rebuild Pierce Place at a total cost of approximately \$5 million, utilizing LIHTC among other funding sources. Because the project does not need the points associated with a TIF in the QAP scoring process, and because all of the units will have Project Based Rental Assistance, TIF support is not needed.

The following City assistance has been requested:

1. **Acquisition and transfer of 116 and 122 Pierce Street and 155 Bartlett Street.** The City acquired this real estate by forgiveness of past due real estate taxes and special assessment taxes for demolition of structures on the properties. The buildings on 116 and 122 Pierce Street had been abandoned, were derelict, and had been condemned by the City prior to the VOA proposal. The property at 155 Bartlett was damaged in the same fire that burned Pierce Place. The city negotiated with the owner of 155 Bartlett and an agreement was reached that transferred the property to the city in exchange for forgiveness of past due real estate taxes and demolition costs. The city's total cost in release of real estate taxes and utility liens on these properties is \$11,320. The city spent a total of \$84,494 on demolition of these properties. As part of other agreements, the city receives an annual credit from ReEnergy for the disposal of up to 3,000 tons of clean demolition debris. A portion of the credit was used for disposal of 271 tons of demolition debris from 155 Bartlett, which would have cost \$22,477 but for the credit.

It should be noted that because of the condition of the Pierce Street properties and the status of the owners, the city had a very low expectation of collecting on past due taxes, fees, and demolition costs. Forgiveness of those fees simply accelerated the process by which the city gained site control.

2. **Acquisition of 141 Bartlett Street and relocation of tenants.** The city will use HOME funds for these actions. They are estimated to cost up to \$200,000. The developer will pay demolition costs.

HOME is a federal program administered by HUD. The funds can only be used to support or create affordable housing. In recent years, Lewiston has used these funds to support the creation of affordable housing, including investments made in The Lofts at Bates Mill, Healey Terrace, Birch Hill, and Bates Street Senior Housing.

Given that the project is not requesting a TIF, it will pay full property taxes. As was discussed in the recent workshop on downtown housing and landlord assistance programs, we would recommend that 50% of the taxes from the project be designated for use in such programs.

Discussion and Recommendation

The block in which this project is proposed has been hard hit by fires, demolitions, abandoned buildings, and blight. Real estate values have been on a long decline. No new investment in housing of any scale has been made since Pierce Place was first developed in 1984. Reconstruction of Pierce Place will serve as bulwark against that decline. It would be the first step toward stabilizing the neighborhood and setting it on the path to recovery, making it more attractive for future investment. It will provide safe, decent and affordable workforce housing.

Redevelopment of Pierce Place will retain project based federal support for the entire project. This provides a reliable income stream coupled with a requirement that the property be well managed and maintained. Both St. Laurent and LHA are long time Lewiston property owners with a proven track record of caring for their properties and tenants.

With the project not yet designed, a precise estimate of future Assessed Value has not yet been made. However, estimates of the minimum future assessed value based on the project's financial proformas indicate the Assessed Value would increase from today's \$283,670 to \$1,206,500. At today's mil rate of .02644, the annual taxes generated from the real estate would increase from \$7,500 to \$31,900. The structure of LIHTC require that the real estate financed be taxable, regardless of whether it is owned/managed by a for profit or nonprofit entity. The attached spreadsheet provides more detail.

Unlike the VOA project, no TIF is being requested. All of those increased taxes will stay in Lewiston and, as mentioned above, we would recommend that half of the increment be devoted to downtown housing assistance programs. The project will pay development review and building permit fees.

The City's level of direct participation in helping finance this project is limited to the foregone taxes and demolition costs associated with 116 and 122 Pierce Street and 155 Bartlett Street, amounts which the City has already effectively foregone. The rest of the support is funded with federal tax dollars specifically earmarked for developing and supporting the creation and maintenance of affordable housing.

This is an opportunity to improve the quality of Lewiston's housing stock, replace quality affordable housing that was lost to arson, maintain federal support for workforce housing within the city which otherwise will eventually be lost, and to take a significant step toward turning one of Lewiston's most challenged neighborhoods around. No additional new city investment will be required.

Approval of the project is recommended.

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of this ____ day of April, 2014 by and between **THE CITY OF LEWISTON**, a body politic and corporate situated in Androscoggin County, Maine (hereinafter sometimes referred to as "City," which expression shall include its successors and assigns), and **ST. LAURENT HOUSING ASSOCIATES LIMITED PARTNERSHIP**, a Maine limited partnership, (hereinafter referred to as "Developer," which expression shall include its successor and assigns) (the "Developer").

RECITALS

WHEREAS, Developer is in the business of providing affordable housing to low-income residents of Maine, including residents within the City of Lewiston;

WHEREAS the City and Developer have identified a need for replacement housing for the 29 units of project-based low income housing destroyed by fire casualty in May 2013 and located at 110 and 114 Pierce Street, and 149 Bartlett Street, Lewiston Maine, which casualties deprived dozens of City residents of access to affordable housing (the "Casualty Properties");

WHEREAS, the City has acquired, or is in the process of acquiring, title to real property located in close proximity to the location of the Casualty Properties;

WHEREAS, replacement of the Casualty Properties will provide City residents with access to affordable housing, and will otherwise better the health, safety, and welfare of City residents; and

WHEREAS, the Developer has sought the City's assistance in developing a suitable replacement for the Casualty Properties, which assistance the City has agreed to furnish subject to the terms and conditions set forth in this Agreement (the "Project");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Developer agree as follows.

AGREEMENT

CITY'S OBLIGATIONS

1. City to Acquire Replacement Properties. The City will use commercially reasonable efforts to acquire insurable title to real estate located at the following addresses, each within the city of Lewiston, and more fully described in the attached Exhibits A-C (the "Replacement Properties"):

- a. 116 Pierce Street,
- b. 122 Pierce Street, and

c. 155 Bartlett Street.

2. Contribution of HOME Funds. If the Developer acquires title to the real estate located at 141 Bartlett Street within the City of Lewiston and more fully described in the attached Exhibit D ("141 Bartlett Street") at or before the Closing, and subject to the conditions described in Section 4, the City agrees to contribute to Developer \$200,000 in federal HOME Investment Partnerships Program ("HOME") funds received by the City from the U.S. Department of Housing and Urban Development ("HUD"), to be used by the Developer for eligible Project costs as required by HUD (the "Contribution").

3. 139 Bartlett Street. If the Developer fails to acquire title to 141 Bartlett Street before the Closing, but otherwise satisfies the Project Contingencies as described in Section 6, the City will convey title to the real property located at 139 Bartlett Street within the City and more fully described in the attached Exhibit E ("139 Bartlett Street"), to the Developer at the Closing.

4. City to Convey Replacement Properties and Make Contribution to Developer upon Satisfaction of Project Contingencies. Upon the Developer's satisfaction of all Project Contingencies set forth in Section 6, the City, at a closing to be held no later than August 31, 2015, at the offices of Brann & Isaacson, 184 Main Street in Lewiston, or at such other location as the City and the Developer may subsequently determine (the "Closing"), the following shall occur:

- a. The Developer shall provide evidence to the City's reasonable satisfaction that the Developer has satisfied the Project Contingencies set forth below.
- b. The City will transfer insurable title to the Replacement Properties to the Developer by municipal quitclaim deed.
- c. If the Developer has obtained title to 141 Bartlett Street at or before the Closing, the City will fund the Contribution as required by Section 2. If the Developer has not obtained title to 141 Bartlett Street at or before the time the Closing occurs, the City shall have no obligation to fund the Contribution.
- d. If the Developer has not obtained title to 141 Bartlett Street, but has otherwise satisfied the Project Contingencies, the City will transfer insurable title to 139 Bartlett Street to the Developer by municipal quitclaim deed.
- e. The Developer will grant the City a mortgage on the Replacement Properties, as well as either 141 Bartlett Street or 139 Bartlett Street, in

order to secure the Developer's obligation to construct the Project (the "Mortgage").

- f. The Developer will close on any additional financing required for construction of the Project, such as a construction loan from third party lender(s) ("Developer's Lenders").
- g. In the event Developer's construction loans are to be secured by a mortgage on the Replacement Properties and either 141 Bartlett Street or 139 Bartlett Street, the City and Developer's Lenders shall enter into an intercreditor agreement by which the City shall agree to subordinate its Mortgage to that of Developer's Lenders.

DEVELOPER'S OBLIGATIONS

5. Obligation to Develop the Project. The Developer shall have the following obligations:

- a. Project Approval. Developer shall develop the Project for low income housing, and shall bear all responsibility for obtaining (i) Low Income Housing Tax Credits from the Maine State Housing Authority ("MSHA") for the Project; and (ii) approval by HUD of the continuation of project-based vouchers for 29 units for the Project.
- b. Developer's Obligation to Construct. Developer covenants to design and construct the Project to be occupied by residents with incomes at or below sixty (60) percent of area median income, adjusted for household size. Construction of the Project shall commence within 16 months of the date of this Agreement, and Developer shall use commercially reasonable efforts to cause the same to be completed on or before August 31, 2016.
 - i. Number of Housing Units. The Project shall consist of a minimum of 29 separate apartments that are set aside for Section 8 housing, primarily consisting of 2, 3, and 4 bedroom apartments.
 - ii. Developer's Minimum Investment. Developer's total investment in the Project, including the City's assistance, shall not be less than \$5 million, but in any event sufficient to complete construction of the Project.

PROJECT CONDITIONS

6. Project Contingencies. If any of the following conditions are not satisfied, this Agreement shall terminate and the parties shall have no further obligations hereunder (each a “Project Contingencies”):

- a. On or before December 31, 2014, Developer shall obtain a Notice to Proceed from Maine State Housing Authority that outlines the Low Income Housing Tax Credits (“LIHTC”) and other financing to be provided to Developer by Maine State housing Authority for the Project in an amount which, when combined with the other sources of financing, is sufficient to finance the Project.
- b. On or before June 15, 2015, Developer shall receive the necessary land development code approvals for the Project.
- c. On or before July 1, 2015, Developer shall obtain a Letter of Intent from a tax credit syndicator or other financing commitments in an amount which, when combined with the Developer’s other financing sources, is sufficient to finance the Project.
- d. On or before July 1, 2015, Developer shall receive approval from HUD to continue the 29 project-based Section 8 rental assistance vouchers currently allocated to Developer through a Housing Assistance Payment (“HAP”) contract.
- e. On or before December 31, 2014, the City shall acquire insurable title to all of the Replacement Properties.

In the event the Project Contingencies are not satisfied in the time set forth herein, then this Agreement shall terminate and neither party shall have any obligation hereunder.

7. Project Administration.

- a. Taxable Status of the Properties: Tax Base Conservation Payment. The parties agree that, other than public ways, water pipes or conduits, industrial inventories, or stock in trade, there is no real property located within the boundaries of the Replacement Properties, 139 Bartlett Street, or 141 Bartlett Street, as the case may be (collectively, the “Properties”), which is entitled to exemption from municipal taxation by reason of the status or other qualification of its owner or the use to which it is put. In the event that any part of such real property now or hereafter located, constructed, or delivered into the Properties should be determined to be entitled to such exemption from municipal taxation, the owner of such real property shall annually be liable to City in an amount equal to the amount of tax which, but for the exemption, would be due to the City with respect to such real property (hereinafter the “Tax Base Conservation Payment”).

Payment of the Tax Base Conservation Payment shall be made on or before September 30th of each year in which it is due. Developer shall promptly pay the Tax Base Conservation Payment. This Agreement shall be recorded in the Androscoggin County Registry of Deeds and shall be binding upon the parties and upon all assignees and/or successors-in-title to Developer with respect to the Properties for so long as this Agreement shall remain in effect. The Agreement to make Tax Base Conservation Payments with respect to property which is subject to tax exemptions (i) shall be a covenant running with the land, made in consideration of the assistance by the City of Lewiston's Development Costs; (ii) is a voluntary contractual arrangement; and (iii) is not and shall not be construed to create a service charge.

- b. Guaranty of Minimum Assessed Value. Developer guaranties that on or before March 31, 2017, the Properties shall have an assessed value for real estate and personal property tax purposes of no less than \$1,400,000 (the "Minimum Assessed Value"), and that for each succeeding tax year and continuing for a minimum of 15 years, the Developer, its successors and assigns, shall maintain the Properties at or above the Minimum Assessed Value. This Guaranty shall be a covenant running with the land, and the provisions of this paragraph shall apply, regardless of whether the Project is complete as of March 31, 2017.
- c. Undertaking to Guaranty and Determination of Amounts Guaranteed. In order to induce the City to enter into this Agreement, Developer covenants that by April 1, 2017, the Minimum Assessed Value shall be achieved. To give effect to this covenant, Developer agrees that in the event that as of March 31, 2017, or as of April 1st of each subsequent year while this Agreement remains in effect, the actual assessed value is less than the Minimum Assessed Value, Developer promises to pay to the City a sum equal to the difference between the actual tax revenues (being those computed upon the basis of the then current assessed value of the Properties) and the tax revenues which would have been realized had the Minimum Assessed Value been achieved, as adjusted as necessary for the portion thereof that would have been paid pursuant to the provisions of this Agreement.
- d. Due Date of Guaranteed Tax Payments. Such payments shall be made on the due date(s) of tax payments to the City following the April 1 assessment date to which the guaranteed payments correspond and shall, in the event that they are not timely paid, be subject to the same rate of interest as that assessed upon late taxes. These Guaranty obligations shall remain in effect during the term of this Agreement.
- e. Waiver. In connection with any of the obligations described in this section, Developer hereby grants to the City full power, in City's

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

f. Default and Remedies.

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

1. Abandonment of Project. Developer shall abandon the Project.
2. Failure to Maintain Minimum Levels of Low Income Housing. Developer shall fail to maintain the Project in accordance with the requirements of Section 5, above.
3. Failure to Pay Taxes. Developer shall fail to make any payment of municipal taxes assessed upon real or personal property of Developer included in the Project within Forty-Five (45) days after the due date of such taxes;
4. Other Failures to Perform. Any other failure by a party, other than a payment failure, to observe and perform in all material respects any covenant, condition, agreement, or provision contained herein on the part of the party to be observed or performed;
5. Events of Insolvency. An Event of Insolvency shall occur if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of any insolvency, readjustment of debt, marshaling of assets and liabilities, or similar proceedings, or for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive

days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the party.

- (ii) Remedies on Default. Whenever any Event of Default (a) other than a payment failure shall have occurred and be continuing for a period of thirty (30) days after a party's receipt from the other party of written notice of such Event of Default by the party or, (b) in the case of a payment failure, continues beyond any applicable grace period, if any, the other party may, in its discretion, (1) obtain all available remedies for such Default, including but not limited to requiring performance or observance of any obligations, agreements, or covenants of the defaulting party under this Agreement and any documents, instruments, and agreements contemplated hereby; (2) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured; and/or (3) declare an Event of Default to exist and terminate this Agreement and its obligations under this Agreement. Developer agrees to pay the City's expenses, including reasonable attorneys' fees, incurred in connection with enforcing this Agreement or as a result of an Event of Default by Developer.

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

- g. Indemnification. Developer agrees that it will at all times indemnify and hold harmless the City and each officer or employee of the City against any and all losses, costs, damages, expenses and liabilities of whatever nature including, but not limited to, reasonable attorney's fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, directly or indirectly resulting from, arising out of, or related to one or more Claims (hereinafter defined), but excluding any Claims to the extent arising from the City's negligent acts or omissions. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatever nature against the City relating in any manner to the

actions or omissions of Developer in connection with the development of the Project and Developer's performance under this Agreement including, but not limited to, claims, lawsuits, causes of action, and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City or any other person and all property owned or claimed by the City, Developer, any affiliate of Developer, or any other person).

The obligations of Developer under this Section shall apply to Claims that arise out of or are related to any event, occurrence, condition, or relationship prior to termination of this Agreement, whether or not such Claims are asserted prior to termination of this Agreement or thereafter. The obligations of Developer under this Section shall not be affected by an assignment or other transfer by the City or Developer of its right, title, or interest under this Agreement and will continue to inure to the benefit of the City and its officers and employees both prior to and after any such assignment or transfer. The City or its officers or employees, as appropriate, shall reimburse Developer for payments made by Developer pursuant to this Section to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance with respect to Claims. The City and its officers and employees shall have the duty to claim any such insurance proceeds, and the City and its officers and employees, as appropriate, shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to Developer. In case any action shall be brought or, to the knowledge of the City or its officers or employees, is threatened against any of them in respect to which indemnity may be sought against Developer, the indemnified party shall promptly notify Developer in writing and Developer shall have the right to assume the investigation and defense thereof including the employment of counsel and the payment of all expenses. Developer shall inform the City as to all material developments in the course of such proceedings and shall take no action committing the City to a settlement or resolution without the City's consent. The indemnified party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof. The fees and expenses of such counsel shall be paid by such indemnified party unless Developer has not elected promptly after receipt of written notice from such indemnified party to provide such representation, in which event such fees and expenses of such counsel shall be paid by Developer, provided that Developer shall have been notified in writing of the employment of such counsel. Developer shall not be liable for any settlement of any such action without its consent, but, if any such action is settled with the consent of Developer or if there be final judgment for the plaintiff in any such action, Developer agrees to indemnify and hold harmless the City and its officers and employees from and against any losses, damages, and costs incurred by reason of such settlement or judgment. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement. The foregoing indemnification shall not apply to any action brought by Developer

to enforce this Agreement or to realize the benefit of this Agreement.

MISCELLANEOUS

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

9. Integration. Except as otherwise expressly provided herein, this Agreement contains the entire agreement between the parties hereto, and no modification, amendments, change or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing, signed by all parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against who such waiver is asserted. The parties agree that they will not assert in any action arising under this Agreement that an amendment or waiver of this Agreement has occurred unless made in writing.

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

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

12. Effective Date and Term. This Agreement shall remain in full force from the date of execution of this Agreement and shall expire upon the payment of all amounts due to Developer and the performance by the City and Developer of their respective obligations under this Agreement unless sooner terminated as provided in this Agreement.

13. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall

continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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

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

16. No Personal Liability of Officials of the City. No covenant, stipulation, obligation, or agreement of the City contained herein shall be deemed to be a covenant, stipulation, or obligation of any present or future elected or appointed official, officer, agent, servant, or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

17. Force Majeure. Should Developer be delayed in performing Developer's Obligations or satisfying the Project Contingencies due to causes beyond the Developer's reasonable control such as the act, neglect, delay or default of the City, or of any other contractor employed by City to perform the City's Obligations, acts of God, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, war, riot, or delays in transportation (each a "Force Majeure Event"), then the time fixed for the completion of the Project Contingencies and the Developer's Obligations and the City's Obligations shall be extended for a period equivalent to the time lost, as determined by the City Administrator, but no extensions shall be made unless requested in writing within 5 days after any delay due to such causes commences. In no event will the Contribution be adjusted by reason of such delays.

In the event the Project is destroyed in whole or in part as a result of a Force Majeure Event, the Developer's obligation to guaranty the Minimum Assessed Value will be temporarily suspended. The Developer shall notify the City within sixty days of the occurrence of the Force Majeure Event whether the Developer elects to rebuild the Project. In the event the Developer elects to rebuild the Project following the Force Majeure Event, the Developer shall use commercially reasonable efforts to rebuild the Project and the Developer's obligation to guaranty the Minimum Assessed Value shall begin in the tax year in which such rebuild is complete, and the period during which the Minimum Assessed Value Guaranty was suspended shall be added to the remaining portion of the 15-year Minimum Assessed Value Guaranty. If the Developer elects not to rebuild the Project following the Force Majeure Event, an Event of Default will be deemed to have occurred..

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

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

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

[SIGNATURE PAGES FOLLOW]

CITY OF LEWISTON

WITNESS

By: Edward A. Barrett
Its: City Administrator

STATE OF MAINE
ANDROSCOGGIN, SS.

April __, 2014

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

Notary Public/Attorney-at-Law

ST. LAURENT HOUSING ASSOCIATES
LIMITED PARTNERSHIP

WITNESS

By: Phyllis St. Laurent
Its: General Partner

STATE OF MAINE
ANDROSCOGGIN, SS.

April __, 2014

Personally appeared before me the above-named Phyllis St. Laurent, General Partner of St. Laurent Housing Associates Limited Partnership and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of St. Laurent Housing Associates Limited Partnership.

Notary Public/Attorney-at-Law

Exhibit A
Property Description
116 Pierce Street

(See Attached)

Exhibit B
Property Description

122 Pierce Street

(See Attached)

Exhibit C
Property Description
155 Bartlett Street

(See Attached)

Exhibit D
Property Description
141 Bartlett Street

(See Attached)

Exhibit E
Property Description
139 Bartlett Street

(See Attached)

LEWISTON CITY COUNCIL

MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Order directing city staff to move forward expeditiously to implement various landlord assistance programs.

INFORMATION:

Councilors Cayer, Libby, and various City staff have been meeting with representatives of local landlords for some time looking to develop programs that would assist our landlord community in operating and maintaining their properties. The results of this effort were reported to the City Council at a workshop on April 1st and appeared to be well received. The attached resolve would direct staff to proceed with implementing these programs and, where necessary, developing them in greater detail for Council consideration.

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 Order directing City staff to move forward expeditiously to implement various landlord assistance programs.



**City of Lewiston Maine
City Council Order
April 15, 2015**



Order, Directing City Staff to Move Forward Expeditiously to Implement Various Landlord Assistance Programs.

Whereas, Councilors Cayer and Libby along with various City staff have been meeting with landlords to develop policies/programs that might effectively address issues of substandard housing and struggling landlords, especially in downtown; and

Whereas, the results of this work were presented to the City Council during a workshop held on April 1st and appeared to be well received; and

Whereas, the programs include:

- Increasing the visibility of the City's existing 1-4 unit rehabilitation program which provides 0 to 3% interest rehabilitation loans of up to \$25,000 per unit to properties in the downtown area;
- A new Energy Conservation/Gas Conversion program that is intended to assisted multi-family owners in improving the energy efficiency of their buildings, lowering their costs and assisting in moving these properties toward sustainability;
- On-going demolition efforts designed to address the over-supply of units in the area and which have removed 211 units since 2010 with an additional 43 in process;
- A disorderly property effort by the Lewiston Police Department designed to work cooperatively with property owners to address problem tenants that negatively affect not only those who rent in the same building but those in surrounding buildings and who perpetuate the negative perceptions of areas of our downtown;
- A proposed landlord training program that the City could coordinate but with content provided by others with appropriate expertise and designed to provide less experienced landlords with the tools that they need to become successful, including such items as landlord/tenant relations, lease provisions, requirements of state law, financial planning, etc.; and
- A vacant, abandoned, and distressed rental property program that would provide grants, perhaps in the \$250 to \$500 per unit per year range for up to three years, to qualifying individuals and properties to bring such properties up to code; and
- Capitalizing Landlord Assistance Projects through designating 50% of any taxes received by the City from new subsidized projects toward these various assistance programs;

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

The City Administrator and his designated staff are hereby directed to move expeditiously to present to formally present various landlord assistance programs to the City Council for its consideration.

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

LEWISTON CITY COUNCIL

MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Budget Recommendations from the Finance Committee regarding the proposed Fiscal Year 2015 Budget.

INFORMATION:

By City Charter, the Finance Committee annually reviews the proposed municipal budget and sends a recommendation to the City Council regarding the proposed budget. The Finance Committee is still developing their recommendation and it will be shared with the City Council at Tuesday night's meeting.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

Per the City Charter, the Finance Committee shall issue their budget recommendations to the City Council.

EAB/kmm

REQUESTED ACTION:

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

To receive and review the recommendation from the Finance Committee regarding the proposed Fiscal Year 2015 Budget.

LEWISTON CITY COUNCIL

MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Request from the Safe Voices organization for a waiver of fees regarding their June 1 fundraising event.

INFORMATION:

The organizers of the Safe Voices walk-a-thon are requesting a waiver from the City Council for the applicable overtime fees for the Police Department and Public Works Department to assist at their June 1 walk-a-thon fundraising event. They are seeking a waiver of \$901 in expenses.

The breakdown of their request is as follows:

- \$668 - Public Works overtime
- \$69 - Public Works truck charges
- \$164 - Police Department overtime

Please see attached request from the event coordinators.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This is a policy decision of the City Council.

EAB/kmm

REQUESTED ACTION:

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

To review the request submitted by the Safe Voices organization for a waiver of fees for the use of the city staff overtime and the use of city equipment for the organization's June 1 fundraising event and to determine a course of action.



The Office of
Deputy City Administrator
Phil Nadeau
MEMORANDUM

TO: Mayor and City Council

FR: Phil Nadeau

CC:

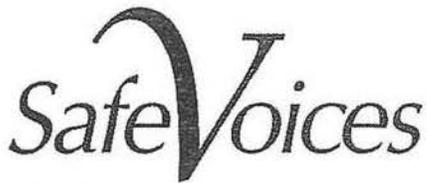
RE: Safe Voices In-Kind Request Amendment

DT: 4.15.14

The 2013-14 City Council approved the in-kind request for the Safe Voices June 1, 2014 walk that involved the area denoted on the map included in the last page of the Safe Voices letter.

Safe Voices has since amended the area of the walk which is denoted on the second page of the letter. Safe Voices is now requesting overtime in-kind support from Public Works and the Police Department (not requested or approved by the City Council for the FY14).

In order to support the expanded walk area, Safe Voice is requesting in-kind approval for Sunday double-OT (Public Works) in the amount of \$668; PW truck charges of \$69; and two hours of overtime for police in the amount of \$164 (2 officers @ 2 hours per officer).



Working to End Domestic Violence

Administration Office: P.O. Box 713
Auburn, Maine 04212-0713
Tel (207) 795-6744
Fax (207) 795-6814
Helpline 1-800-559-2927
www.safevoices.org

March 11, 2014

To: Honorable Mayor and City Council
From: Safe Voices
Re: Safe Voices Walk/Run to End Domestic Violence

Dear Mr. Mayor and Council Members:

Safe Voices is a domestic violence resource agency that operates in Androscoggin, Franklin, and Oxford Counties. Every year Safe Voices hosts the Walk/Run to End Domestic Violence. This is the agency's major fundraiser and the event also serves to bring awareness to the issue of domestic violence. 2014 is the first year Safe Voices is planning to host a 5k on top of its annual Walk. The Walk/Run will be held on Sunday, June 1, 2014. This is a highly publicized event, Safe Voices is expecting between 300-500 people to be in attendance.

As a small non-profit funds raised from this event are critical to support the services we offer our clients. Services include but are not limited to a 24-hour helpline, emergency shelter, support groups, individual and court advocacy, and transitional services. Therefore, Safe Voices is requesting in-kind services from the City of Lewiston. Below is an itemized list of in-kind services that are being requested.

1. Labor for road closures from Lewiston Public Works - \$668
2. Truck for road closures from Lewiston Public Works - \$69
3. Waive 2 hours of overtime from Lewiston Police Department

Safe Voices appreciates the City of Lewiston's attention to this matter. Should the Honorable Major or City Council Members have any questions or concerns please contact the event director, Kim Preble at 795-6744 x14 or by email at kpreble@safevoices.org.

Best Regards,

Jane Morrison
Executive Director
JM:kp



Walk to End Domestic Violence-Spring 2013

SafeVoices

Working to End Domestic Violence

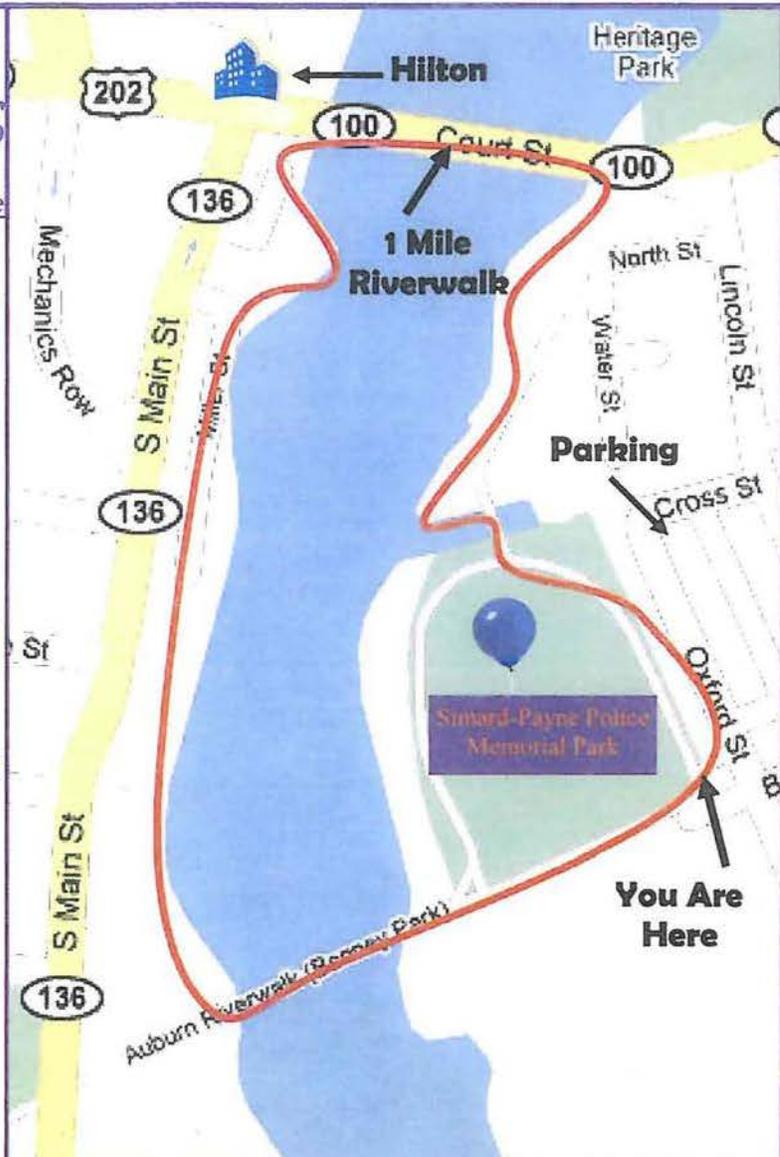
Map Key

 1 Mile Riverwalk

 Hilton Garden Inn

 Activities

Make sure to visit
our community
partners for fun
activities for the
entire family!



**Thank You for Joining Us and
Participating in the Walk to End
Domestic Violence 2012**

**If you or someone you know needs assistance
regarding domestic violence, feel free to call our 24-hour
Helpline at 1-800-559-2927**

LEWISTON CITY COUNCIL

MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

Request from the Emerge Film Festival organizers for a waiver of fees regarding the use of the Lewiston Public Library for the June 14 event.

INFORMATION: As you are aware, the Lewiston Auburn Film Festival was cancelled for this year. A new organization is in the process of forming as a non-profit to establish a new "Emerge" Film Festival. That group will have a local board of directors and will operate in a significantly different manner than the prior festival. Chip Morrison, a member of the new board, has requested that the City Council waive certain fees associated with the upcoming festival on Saturday, June 14th. The plan is to use Callahan Hall from 9 am to 4 pm on that date. The Council had previously waived the fees for the LA Film Festival.

Callahan Hall is available that day. The normal charge would be \$445 in fees as follows: \$210 for the hall rental; \$30 for the AV system; \$35 for chair setup; \$90 janitorial fee; \$80 staffing charge. The actual direct expense to the city to support this event will only be in the neighborhood of \$30 (for 2.5 hours of after-hours building monitor work) since Library Director Rick Speer intends to be the other staff person for the day. Regardless of the number of events that happen in Callahan Hall, we already budget and pay for the maintenance crew's support and the janitorial costs.

The cancellation of the LA Film Festival and the associated publicity surrounding it raised the specter that a future film festival, coming after a year without one, might not succeed. That a group has stepped forward to bring at least a scaled down version back so quickly shows both a commitment to such a festival and increases the likelihood of on-going success.

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 waive the fees for the rental of Callahan Hall for the Emerge Film Festival to be held on Saturday, June 14th.

Ed Barrett

From: Chip Morrison <cmorrison@Androscoggincounty.com>
Sent: Wednesday, April 02, 2014 2:43 PM
To: Rick Speer
Cc: Ed Barrett
Subject: Waive Fee for Emerge Film Festival

Hi Rick-

I am a member of the board of directors of the new EMERGE film festival (and we will be a non-profit organization) and am writing to ask that the Library waive the fee for our upcoming festival on June 14th. The board is working very hard to keep a high quality film festival in L/A -- and we are working on a low budget. It is my understanding that the fee for Callahan Hall is \$445 and we ask that the City Council please waive that fee. We are looking to use your great facility from 9 am to 4 pm on June 14th.

Thanks for your consideration.

Have a Great day!

Chip

Charles A. Morrison, President
Androscoggin County Chamber of Commerce
cmorrison@androscoggincounty.com
207-783-2249

LEWISTON CITY COUNCIL
MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 16

SUBJECT:

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

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

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

LEWISTON CITY COUNCIL
MEETING OF APRIL 15, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 17

SUBJECT:

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

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/14mm

REQUESTED ACTION:

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

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