

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
AUGUST 12, 2014**

6:00 p.m. Executive Sessions

- ES 1. Executive Session pursuant to MRSA Title 1, section 405 (6) (c) to discuss an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City. (30 minutes)
- ES 2. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City. (15 minutes)

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

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 7.

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. Authorization to accept transfer of forfeiture funds.
- * 2. Order authorizing execution of two Municipal Quitclaim Deeds for Real Estate - 246 Park Street and 128 Blake Street.

REGULAR BUSINESS:

- 3. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Carriage House Plus, 1119 Lisbon Street.
- 4. Order authorizing the City Administrator to execute a Gym Lease Agreement between the City of Lewiston and the Auburn-Lewiston Young Men's Christian Association.
- 5. Condemnation Hearing for the building located at 115 Shawmut Street.
- 6. Order authorizing the City Administrator to take the necessary steps to accept ownership of 114 and 118 Bartlett Street.
- 7. Order authorizing the City Administrator to enter into Agreements with the United States Government regarding H.O.M.E. Funds.
- 8. Receipt of City Clerk's Report regarding valid signatures for the citizen initiative petition regarding the proposed ordinance for Use of Marijuana by Persons 21 Years of Age or Older.
- 9. Reports and Updates.
- 10. Any other City Business Councilors or others may have relating to Lewiston City Government.
- 11. Executive Session to discuss Acquisition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

12. Executive Session pursuant to MRSA Title 1, section 405 (6) (c) to discuss an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City

LEWISTON CITY COUNCIL

MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES -1

SUBJECT:

Executive Session pursuant to MRSA Title 1, section 405 (6) (c) to discuss an Economic Development issue 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:

State statutes define the purposes for entering into an executive session.

EAB/12/14mm

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 an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. ES-2

SUBJECT:

Executive Session to discuss Real Estate Negotiations 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.

EATB/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 Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Authorization to accept transfer of forfeiture funds.

INFORMATION:

The Lewiston Police Department is requesting that the City Council authorize the acceptance of funds, in the amounts outlined below, as reimbursement for costs associated with assisting in a criminal investigation. The funds are available to the Lewiston Police Department due to its substantial contribution to the investigation of this or a related criminal case.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EARBkmm

REQUESTED ACTION:

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

That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$1,489, or any portion thereof, in the case of the State of Maine vs. Nicholas Weekes, CR-14-1626 Court Records, being funds forfeited pursuant to the court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.

STATE OF MAINE
Androscoggin, ss

DISTRICT COURT
LOCATION: Lewiston
Criminal Action
Docket No. CR-14-1626

State of Maine	}	
	}	Municipality of Lewiston
v.	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Nicholas Weekes	}	
Defendant;	}	
	}	
And	}	
	}	
\$1,489.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Lewiston, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem, or any portion thereof, on the grounds that the Lewiston Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Lewiston, Maine does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Lewiston municipal legislative body on or about

Dated: _____

Municipal Officer
Lewiston, Maine
(Impress municipal legislative body seal here)

LEWISTON CITY COUNCIL
MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Order Authorizing execution of two Municipal Quitclaim Deeds for Real Estate - 246 Park Street and 128 Blake Street.

INFORMATION:

The Council is asked to approve municipal quitclaim deeds for two properties within the city. 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.



REQUESTED ACTION:

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

To approve the Orders authorizing execution of municipal quitclaim deeds for real estate payments.



**City of Lewiston Maine
City Council Order
August 12, 2014**

Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 246 Park Street.

WHEREAS, the owner LJM LLC failed to pay its tax bill on a timely basis for 246 Park Street (Tax Map 196, Lot 299, Parcel 00-007402); and

WHEREAS, a tax lien lien was filed on June 13, 2012 (Book 8417 Page 221) and matured on December 13, 2013 in the amount of \$1,872.13; and

WHEREAS, payment was received in full on February 19, 2014;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON that a quitclaim is hereby authorized to be issued for 246 Park Street to release the City's interest in the property to the new owner Annubis Properties LLC.



**City of Lewiston Maine
City Council Order
August 12, 2014**

Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 128 Blake Street.

WHEREAS, the owner LJM LLC failed to pay its tax bill on a timely basis for 128 Blake Street (Tax Map 195, Lot 540, Parcel 00-002227); and

WHEREAS, a tax lien lien was filed on June 13, 2012 (Book 8417 Page 217) and matured on December 13, 2013 in the amount of \$1,964.40; and

WHEREAS, payment was received in full on February 19, 2014;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON that a quitclaim is hereby authorized to be issued for 128 Blake Street to release the City's interest in the property to the new owner Anubis Properties LLC.



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: August 7, 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 August 12th meeting, there will be two quitclaim deeds dealing with matured tax liens requiring your action for the following properties. The property taxes in the amount of \$3,836.53 have been paid.

Former Owner: LJM LLC
Deed Released to: Anubis Properties LLC
Address: 246 Park Street
Tax Map: 196 Lot 299 Parcel: 00-007402
Type of Lien: Tax Lien Filed: 6/13/12 (B8417 P221)
Matured: 12/13/13 Paid: 2/19/14

Former Owner: LJM LLC
Deed Released to: Anubis Properties LLC
Address: 128 Blake Street
Tax Map: 195 Lot 540 Parcel: 00-002227
Type of Lien: Tax Lien Filed: 6/13/12 (B8417 P217)
Matured: 12/13/13 Paid: 2/19/14

At this time, I am requesting you approve the quitclaim order for the above accounts so the property can be released from the City to the owner.

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 AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for the Carriage House Plus, 1119 Lisbon Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Carriage House Plus, 1119 Lisbon Street.

The Police Department has reviewed and approved the application.

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

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To grant a Special Amusement Permit for Live Entertainment to the Carriage House Plus, 1119 Lisbon Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 7/15/14

Expiration Date: 8-31-2015

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

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

****PLEASE PRINT****

Business Name: Hi Style Caterers DBA Carriage House Plus Business Phone: 344-6336

Location Address: 1119 Lisbon ST Lewiston Me 04240

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

Mailing Address: SAME

Email address: hstylecaterers@live.com

Contact Person: Donald R Rioux Phone: 344-6336

Owner of Business: SAME Date of Birth: 8/30/53

Address of Owner: 76 BISHOP RD Poland Spring Me 04274

Manager of Establishment: SAME Date of Birth: 8/30/53

Owner of Premises (landlord): SAME

Address of Premises Owner: SAME

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): SAME

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: Hi Style Caterers

Corporation Mailing Address: 1119 Lisbon St., Lewiston

Contact Person: Don Rioux Phone: 576-8849

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? 100 yds

Please describe the type of proposed entertainment:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> dancing | <input checked="" type="checkbox"/> stand up comedian | <input type="checkbox"/> piano player |
| <input checked="" type="checkbox"/> music by DJ | <input checked="" type="checkbox"/> karaoke | <input type="checkbox"/> other, please list _____ |
| <input checked="" type="checkbox"/> live band/singers | <input checked="" type="checkbox"/> magician | <input type="checkbox"/> 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: _____ Title: President Date: 7-15-14

Printed Name: Donald R. Rioux

Hearing Date: _____



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Sgt. Robert P. Ullrich, Support Services

DT: June 11, 2014

RE: Liquor License/Special Amusement Permit – **Carriage House**

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

Carriage House
1119 Lisbon St.



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 AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Order authorizing the City Administrator to execute a Gym Lease Agreement between the City of Lewiston and the Auburn-Lewiston Young Men's Christian Association.

INFORMATION:

This item is to approve the proposed Lease Agreement between the YMCA and the City regarding the gymnastics program. The attached Lease Agreement provides the details of the arrangement.

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 Order authorizing the City Administrator to execute a Gym Lease Agreement between The City of Lewiston and the Auburn-Lewiston Young Men's Christian Association.



**City of Lewiston Maine
City Council Order
August 12, 2014**



Order, Authorizing the City Administrator to Execute a GYM LEASE AGREEMENT between THE CITY OF LEWISTON and the AUBURN-LEWISTON YOUNG MEN'S CHRISTIAN ASSOCIATION.

WHEREAS, the City has provided a gymnastics program to residents and non-residents for many years; and

WHEREAS, the gymnastics program has provided an affordable, high quality recreation opportunity to a variety of age groups; and

WHEREAS, recent staffing reductions have required that the City consider alternatives to continue the administrative and equipment setup support for the program; and

WHEREAS, the AUBURN-LEWISTON YOUNG MEN'S CHRISTIAN ASSOCIATION has developed a reputation of offering and supporting high quality recreational opportunities for are residents and is extremely well positioned to assume the gymnastics program schedules, administration, programming and staffing which will help to ensure the program's quality and affordability for all existing and new participants;

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

The City Administrator is hereby authorized to execute the GYM LEASE AGREEMENT between THE CITY OF LEWISTON and the AUBURN-LEWISTON YOUNG MEN'S CHRISTIAN ASSOCIATION in a form substantially as is attached hereto.

GYM LEASE AGREEMENT

GYM LEASE AGREEMENT, dated August 13, 2014 between **Auburn-Lewiston Young Men's Christian Association**, a Maine nonprofit organization with a place of business at 62 Turner Street, Auburn, Maine 04210 ("Tenant"), and the **City of Lewiston**, a Maine municipality with a place of business at 27 Pine Street, Lewiston, Maine 04240 ("Landlord" or "City").

WHEREAS, the City owns the Armory, which is located at 65 Central Avenue, Lewiston, Maine (the "Building"), where it has operated a gymnastics program (the "Prior Program") and other programs for many years.

WHEREAS, the City had planned to operate the 2015 Program, as defined below, and the 2016 Program, as defined below, in the Building, as more fully described in **Appendix A**

WHEREAS, the Tenant agrees to provide the Program, as defined below, and the City agrees to lease the Leased Areas and Leased Equipment based on the terms and conditions described below.

Accordingly, the parties agree as follows:

1. **Definitions:** As used in this Lease, terms defined in the preamble of this Lease have their assigned meanings, and the following terms have the meanings set forth below:

"City Administrator" means the individual holding the office of Administrator of the City, and is not limited to the specific individual who may hold such office as of the date of this Lease.

"Leased Equipment" means all gymnastics equipment within the Building that is listed in **Appendix C** and will be used in the Program through the period ending July 31, 2016.

"Lease" means this Agreement and all Appendices attached hereto, as may be amended from time to time.

"Leased Area" means those portions of the Building, other than administration office areas, traditionally used by Landlord to support the Program.

"Program" means all gymnastics programming specified in this Lease which includes the "2015 Program, which" covers the period from September 1, 2014 through July 31, 2015; and the "2016 Program," which covers the period from September 1, 2015 through July 31, 2016.

"Rent" means ONE U.S. DOLLAR (US \$ 1.00).

“**Snow Day**” means a winter weather Program cancellation for a full day in which winter-weather related parking bans occur, as ordered by the City.

“**State Tournament**” means the state tournament event, currently scheduled to occur during April, 2015.

2. Lease: Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Area, together with the Leased Equipment and the nonexclusive rights to access the Leased Areas and to park at or near the Building in a manner that does not obstruct reasonable access to other portions of the Property.

3. Term: The term of this Lease begins on **September 1, 2014**, and ends on **July 31, 2016** both dates inclusive, unless terminated earlier (“**Initial Term**”) or renewed for a year as set forth below. The Initial Term (and each subsequent renewal period) shall be automatically extended for one (1) year, unless Tenant provides 60 days written notice to the City Administrator that the lease will not be renewed. In such an event the Tenant shall provide the subsequent year’s or years’ program (“**Renewal Year Program(s)**”; the 2015 & 2016 Program and the Renewal Year Program collectively referred to as the “**Programs**”) substantially in accordance with the 2016 Program, except as otherwise agreed to by the Landlord and Tenant.

4. Rent: In return for the rights to use the Building and the Leased Equipment, Tenant shall pay the Rent and provide the Programs for the term of the Lease.

5. The Program: During the Initial Term Tenant shall provide the 2015 Program as described in **Appendix A** and during the scheduled days and times described in **Appendix A**, with those changes as agreed to between the parties. Tenant shall agree to provide the substantially the same programming for the 2016 Program as for the 2015 Program, except as otherwise agreed to by the parties. Landlord shall provide a set number of Snow Days to address related Program cancellations, as may be agreed to by the parties. Tenant shall pay for all City staff costs associated with Saturday Gym Meets in accordance with the terms outlined in **Appendix A**.

6. Program Pricing: Tenant’s charges for gymnastic classes and other activities that are part of the 2015 and 2016 Program shall be in accordance with the pricing schedule as set forth in **Appendix A**.

7. General Responsibilities Regarding the Programs: Tenant covenants to provide all programming, scheduling, administrative support, staffing, oversight, registration, clean-up of the Leased Areas and the Leased Equipment, and set-up and breakdown of all Leased Equipment in connection with the Programs.

A. Set-up and breakdown of all Leased Equipment shall be done in accordance with a daily pre/post-program schedule as set forth in **Appendix B**.

B. Tenant shall be required to have all participants and staff exit the Building no later than fifteen (15) minutes after the end of the activities or classes that are part of the Program. Any staff overtime incurred by City

for Building closing due to failure of Program participants or staff leaving building shall be paid by Tenant.

8. Repairs and Maintenance of Leased Equipment and Leased Areas: Tenant shall be solely responsible for maintenance and repair of the Leased Equipment and Leased Area. Tenant shall also be solely responsible for replacement of the Leased Equipment. All gymnastics equipment purchased by the Tenant shall become the property of the Tenant. A list of all City owned equipment Leased by Tenant is included in **Appendix C**.

9. Insurance: Tenant shall maintain liability, workers' compensation and personal property insurance in amounts reasonably satisfactory to Landlord, and shall name Landlord as an additional insured on Tenant's liability insurance policy. Tenant shall provide proof of the additional insured endorsement reasonably satisfactory to Landlord.

10. Utilities: Landlord shall pay all charges for lighting, electricity, heating, and other utilities used to support the Programs. Except as specifically provided in this Lease, Landlord shall not provide utilities or equipment other than those now within the Building. Installation and maintenance of any other utilities by Tenant is subject to Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

11. Building Staffing and Maintenance: The City shall be responsible for the opening and closing of the Building and shall staff the Building and shall also be responsible for staffing during the State Tournament, as described in Section 12, but the City shall not be responsible for the obligations of Tenant as set forth in this Lease.

12. State Tournament: Landlord shall provide staffing reasonably necessary for the opening, closing, and monitoring of the Building during all events outlined in **Appendix A**. Any other event held of the Leased Premises not covered by this Lease, and all standard rental fees, shall be paid and scheduled by Tenant subject to the approval of the City.

13. Tenant's Work; Alterations: Tenant shall not make any alteration, addition, or improvement to the Building at any time during the term without Landlord's prior written consent. If a lien attaches to the Building or property where the Building is located (the "Property") by reason of the conduct of Tenant, Tenant shall pay and remove the same within **15** days after Tenant becomes aware of the lien. Any alteration, addition, or improvement made by Tenant after such consent shall have been given, and any fixtures installed, shall at Landlord's option, become the property of Landlord; provided, however, that Landlord shall have the right to require Tenant to remove such fixtures at Tenant's cost at the end of the term.

14. Voluntary Termination: This Lease may be terminated and the transactions contemplated hereby abandoned

- a. by mutual written consent of Landlord and Tenant; or

- b. by Landlord or Tenant at any time, with 60 days written notice to the other party.

Termination of this Lease pursuant to Section 14(b) is effective 60 days after the other party receives notice of termination.

15. Casualty: If a substantial portion of the Building is damaged by fire or other casualty, Landlord may elect to terminate this Lease. Landlord shall notify Tenant of its decision to terminate this Lease or restore the Building within 30 days after the fire or casualty, notwithstanding the 60-day notice requirement for general voluntary termination under Section 14. Landlord's obligation to restore the Building shall be limited to the amount of available insurance proceeds.

16. Landlord's Rules; Compliance With Laws: Tenant agrees that:

- a. Tenant shall not permit the use of the Leased Areas, the Property or the Leased Equipment for any purpose other than permitted by this Lease, or any use which is improper, offensive, a nuisance, contrary to law or ordinance, or would invalidate or increase the premiums for any insurance on the Building or require any alterations or additions to the Building.
- b. Tenant shall observe and comply with all applicable laws and regulations, and shall make best efforts to comply with all reasonable rules and security regulations established by Landlord for the Building, the Leased Areas or the Leased Equipment.

17. Subordination and Quiet Enjoyment: This Lease shall be subject and subordinate to any and all mortgages and other loan security documents which are now or at any future time a lien or liens on the Property. Tenant shall, when requested, promptly execute and deliver written instruments, in forms reasonably acceptable to Landlord, as shall be necessary to show the subordination of this Lease to any mortgages or other loan security documents as required by Landlord's lender. In addition, upon request of Landlord, Tenant shall sign estoppel certificates in forms reasonably acceptable to Tenant.

18. Landlord's Access: Landlord and its employees, agents and representatives shall have access to the Leased Areas.

19. Default: If:

- a. Tenant fails to observe or perform any other obligation under this Lease, which is not corrected within 30 days after notice, or, if the default cannot reasonably be corrected within 30 days, Tenant fails to commence to cure the default during the 30 days and diligently pursue the cure until completion;
- b. The leasehold created by this Lease shall be taken by process of law; or

- c. Any assignment shall be made of Tenant's property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed, or a petition is filed by or against Tenant under any bankruptcy, insolvency or other debtor relief law,

then Landlord shall be entitled to all remedies available to Landlord at law and equity including without limitation, the remedy of forcible entry and detainer, and Landlord may, immediately or at any future time, and without further demand or notice, mail a notice of termination stating the termination date to Tenant, or, if permitted by law, enter into and upon the Leased Premises or any part in the name of the whole and repossess the same, and expel Tenant and those claiming through or under it and remove its effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for the preceding breach of covenant;. Landlord's remedies shall be cumulative. Time is of the essence of this Lease.

20. Landlord Default: Landlord shall in no event be in default in the performance of any of its obligations unless and until Landlord shall have failed to perform such obligations within **30** days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying how Landlord has failed to perform any such obligation.

21. Indemnification: Tenant will defend and indemnify Landlord and its representatives, employees, agents, and contractors, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business related to or associated with the Programs, or from the occupancy or use by Tenant of the Building or any part of the Property, or occasioned wholly or in part by an act or omission of Tenant, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees while on or about the Building or Property or in connection with the Lease Equipment, with the exception of those injuries, losses, claims, damage, and liability arising solely from the acts of the Landlord. For purposes of the foregoing indemnification, Tenant waives any immunity to which it may be entitled under workers' compensation laws, and expressly assumes liability for claims by its employees. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

22. Surrender: At the end of the term, Tenant shall peaceably yield up the Building and the Leased Equipment in good order, repair and the same condition as at the beginning of the term of the Lease, damage by fire, casualty and reasonable wear and tear only excepted.

23. Costs: In any action to enforce the terms of this Lease, the Landlord shall be entitled to recover its costs, including reasonable attorneys' fees, if it is the prevailing party.

24. Limitation of Liability: Tenant shall look solely to Landlord's interest in the Building for recovery of any judgment from Landlord. Under no circumstances shall either party ever be liable for indirect or consequential damages.

25. Jury Trial Waiver; Arbitration: The parties, for themselves and their successors and assigns, knowingly, willingly, and voluntarily waive any and all rights to a trial by jury in any action or proceeding related to this Lease. Any dispute between the parties shall be finally determined through binding arbitration in Lewiston, Maine before a single arbitrator selected jointly by the parties. The arbitration shall be conducted in accordance with the JAMS Streamlined Arbitration Rules.

26. Notice: Any notice under this Lease shall be hand delivered or sent by overnight mail or delivery service which provides proof of receipt, addressed to the receiving party at its address first set forth above. Notice shall be effective upon receipt or rejection.

27. Assignment: Tenant shall not by operation of law or otherwise, assign, mortgage or encumber this Lease without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Any purported assignment of the rights under this Lease made without the prior written consent of the Landlord is void.

28. Entire Agreement; Amendment: This Lease constitutes the final and exclusive expression and understanding of the parties hereto and supersedes any prior agreement or understanding between the parties. No provision of this Lease may be waived, modified or altered except in writing between Landlord and Tenant.

29. Headings: The headings of this Lease are for convenience only, and shall not be considered a part of this Lease.

30. Governing Law: This Lease is governed by Maine law.

To evidence the parties' agreement to this Lease, they have executed and delivered it on the date first set forth in the preamble.

TENANT:

LANDLORD:

AUBURN-LEWISTON YMCA

CITY OF LEWISTON

_____, CEO

_____, City Administrator

Appendix A

The 2015 and 2016 Gymnastic Program Description, including
scheduled dates and pricing*

COST	WHO	AGE
\$45.00 Resident \$65.00 Non-Resident	Tiny Tots	3 ½ to 5 years old
\$45.00 Resident \$65.00 Non-Resident	Beginner I	6 to 8 years old
\$45.00 Resident \$65.00 Non-Resident	Beginner II	9 years old & up
\$65.00 Resident \$85.00 Non-Resident	SEASONAL RATE Pre TEAM	Per Coach
\$90.00 Resident \$110.00 Non-Resident	SEASONAL RATE TEAM	Per Coach

- * **Schedule pricing does not include pricing for YMCA league play.**
- * **Schedule pricing does not include uniforms, wraps and other accessory items.**

GYMNASTICS SCHEDULE

September 2014 – June 2015 (see “ADDITIONAL DATES” below for 2015-2016 season)

DAY	DATE	SESSION ONE	TIME
		Registration Prior to first class	
Tuesday	Sept 9	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Sept 11	Team Practice	3:30 PM – 6:30 PM
Tuesday	Sept 16	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Sept 18	Team Practice	3:30 PM – 6:30 PM
Tuesday	Sept 23	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Sept 25	Team Practice	3:30 PM – 6:30 PM
Tuesday	Sept 30	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Oct 2	Team Practice	3:30 PM – 6:30 PM
Mon/Tues	Oct 4/5	EID Prayer May interfere with set-up	7:30 AM – 10:30 AM
Tuesday	Oct 7	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Oct 9	Team Practice	3:30 PM – 6:30 PM
Tuesday	Oct 14	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Oct 16	Team Practice	3:30 PM – 6:30 PM
Tuesday	Oct 21	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Oct 23	Team and Pre-Team Practice	3:30 PM – 6:30 PM
Tuesday	Oct 28	Team and Pre-Team Practice	3:30 PM – 8:15 PM
Thursday	Oct 30	Team and Pre-Team Practice	3:30 PM – 6:30 PM

WEEK OF	OCT 27	REGISTRATION SESSION TWO	Oct 27 – Nov 7
Tuesday	Nov 4	Election Day (No Gymnastics)	8:00 AM – 8:00 PM
Thursday	Nov 6	Team and Pre-Team Season Begins	3:30 PM – 6:30 PM
Tuesday	Nov 11	Veteran's Day Celebration (No Gym.)	Armory Closed
Thursday	Nov 13	Team Practice	3:30 PM – 6:30 PM
Tuesday	Nov 18	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Nov 20	Team Practice	3:30PM – 6:30 PM
Tuesday	Nov 25	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Nov 27	Thanksgiving (No Gymnastics)	Armory Closed
Tuesday	Dec 2	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Dec 4	Team Practice	3:30PM – 6:30 PM
Tuesday	Dec 9	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Dec 11	Team Practice	3:30 PM – 6:30 PM
Tuesday	Dec 16	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Dec 18	Team Practice	3:30 PM – 6:30 PM
Tuesday	Dec 23	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Dec 25	Christmas Day (No Gymnastics)	Armory Closed
WEEK OF	DEC 29	REGISTRATION SESSION THREE	AND MAKE-UP
Tuesday	Dec 30	Discretionary Day Make-up	3:30 PM – 8:15 PM
Thursday	Jan 1	New Year's Day	Armory Closed
Tuesday	Jan 6	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Jan 8	Team Practice	3:30 PM – 6:30 PM
Tuesday	Jan 13	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Jan 15	Team Practice	3:30PM – 6:30 PM
Tuesday	Jan 20	Classes/Team/Pre-Team	3:30 PM – 8:15 PM

Thursday	Jan 22	Team Practice	3:30 PM – 6:30 PM
Tuesday	Jan 27	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Jan 29	Team Practice	3:30 PM – 6:30 PM
Tuesday	Feb 3	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Feb 5	Team Practice	3:30 PM – 6:30 PM
Tuesday	Feb 10	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Feb 12	Team Practice	3:30PM – 6:30 PM
WEEK OF	FEB 16	REGISTRATION SESSION FOUR	AND MAKE-UP
Tuesday	Feb 24	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Feb 26	Team Practice	3:30 PM – 6:30 PM
Tuesday	Mar 3	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Mar 5	Team Practice	3:30 PM – 6:30 PM
Tuesday	Mar 10	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Mar 12	Team Practice	3:30 PM – 6:30 PM
Tuesday	Mar 17	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Mar 19	Team Practice	3:30 PM – 6:30 PM
Tuesday	Mar 24	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Mar 26	Set-up for Maine CU No Gymnasiums	
Tuesday	Mar 31	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Apr 2	Team Practice	3:30 PM – 6:30 PM
Tuesday	Apr 7	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Apr 9	Team Practice	3:30 PM – 6:30 PM
WEEK OF	APR 14	REGISTRATION SESSION FOUR	AND MAKE-UP
WEEK OF	APR 20	SCHOOL VACATION WEEK	OPEN GYM??
Tuesday	Apr 21	Classes/Team/Pre-Team	3:30 PM – 8:15 PM

Thursday	Apr 23	Team Practice	3:30 PM – 6:30 PM
Tuesday	Apr 28	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	Apr 30	Team Practice	3:30 PM – 6:30 PM
Tuesday	May 5	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	May 7	Team Practice	3:30 PM – 6:30 PM
Tuesday	May 12	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	May 14	Team Practice	3:30 PM – 6:30 PM
Tuesday	May 19	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	May 21	Team Practice	3:30 PM – 6:30 PM
Tuesday	May 26	Classes/Team/Pre-Team	3:30 PM – 8:15 PM
Thursday	May 28	Team Practice	3:30 PM – 6:30 PM
Tuesday	June 2	Team and Pre-Team Practice	3:30 PM – 6:00 PM
Thursday	June 4	Team and Pre-Team Practice	3:30 PM – 6:30 PM
Tuesday	June 9	Team and Pre-Team Practice	3:30 PM – 6:00 PM
Thursday	June 11	Team and Pre-Team Practice	3:30 PM – 6:30 PM
WEEK OF	JUNE 15	SUMMER MINI CAMP REGISTRATION	JUNE 15- JUNE 29
Tuesday	June 30	Classes/Team/Pre-Team	3:30 PM – 7:30 PM
Thursday	July 2	Classes/Team/Pre-Team	3:30 PM – 7:30 PM
Tuesday	July 7	Classes/Team/Pre-Team	3:30 PM – 7:30 PM
Thursday	July 9	Classes/Team/Pre-Team	3:30 PM – 7:30 PM
Tuesday	July 14	Classes/Team/Pre-Team	3:30 PM – 7:30 PM
Thursday	July 16	Classes/Team/Pre-Team	3:30 PM – 7:30 PM
Tuesday	July 21	Classes/Team/Pre-Team	3:30 PM – 7:30 PM
Thursday	July 23	Classes/Team/Pre-Team	3:30 PM – 7:30 PM

ADDITIONAL DATES:

- A. Tenant will work with Landlord to select up to three snow days. Selection of snow days shall be done before November 1st of each year.**
- B. Tenant will have option to choose the week of April 13 – 19, 2015 or April 20 – 26, 2015 for the gymnastics state tournament.**
- C. All Tuesday-Thursday dates for the 2015-2016 gymnastics year will be established in consultation between the Landlord and Tenant and shall substantially reflect the schedule for the 2014-2015 gymnastics year.**
- D. Landlord will provide no less than two (2) days to Tenant for Saturday Gym Meets for the 2014-2015 and 2015-2016 season. All dates will be subject to City programming for Building. All City staff costs to monitor Building will be paid by Tenant.**

Appendix B

Daily Pre/Post Program Schedule of set-up and break down

ALL TUESDAY PROGRAMMING:

- Set-up shall begin no earlier than Tuesday, 8:00AM
- Break down shall be completed no later than Wednesday, 12:00PM (noon)/

ALL THURSDAY PROGRAMMING:

- Set-up shall begin no earlier than Thursday, 8:00AM
- Break down shall be completed no later than Friday, 12:00PM (noon)

EXCEPTIONS:

- State Tournament week – Break down of all equipment shall be completed no later than 12:00PM (noon) of the Monday following the last day of the State Tournament
- Saturday Gym Meets – Breakdown shall be completed no later than 12:00PM (noon) on the Monday following a Saturday Gym Meet

Appendix C

City Owned Equipment as of 9.1.14

LIST WILL BE INSERTED HERE

LEWISTON CITY COUNCIL

MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Condemnation Hearing for the building located at 115 Shawmut Street.

INFORMATION:

The City has begun the process for condemnation of the property at 115 Shawmut 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 will be included in a separate binder. The City Attorney's Office is still preparing the binder and staff anticipates it will be available for distribution on Monday.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

SAB/Kmm

REQUESTED ACTION:

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

1) To conduct a hearing to determine if the building located at 115 Shawmut 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 115 Shawmut 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.

MEMORANDUM

To: Mayor McDonald; Lewiston City Council
From: Gil Arsenault, Director, Lewiston Planning Department
Date: August 12, 2014
RE: Dangerous Buildings Hearing for 115 Shawmut Street

Dear Mayor and City Council,

At the Council meeting on August 12, 2014, the Planning Department will be presenting evidence as to why the building at 115 Shawmut Street is a dangerous building within the meaning of 17 M.R.S. § 2851. We will be requesting that the Council find that the building at this property is a dangerous building and order that it be demolished.

To assist your decision I have included the following materials:

- Documents establishing the identity of the current owners;
- The Notice of Hearing and proof of service on the owners and any party in interest;
- Previous correspondence, notices, or citations to the owner;
- Photographs depicting the dilapidation at the property; and
- Correspondence from owner of 117 Shawmut Street.

At the meeting, the Planning Department will present this evidence as well as testimony showing why the building on this property is dangerous and should be demolished.

LEWISTON CITY COUNCIL MEETING
AUGUST 12, 2014
DANGEROUS BUILDINGS HEARING
115 SHAWMUT STREET
CITY OF LEWISTON PLANNING DEPARTMENT EXHIBITS

THOMAS MAYNARD
City of Lewiston
Code Enforcement Officer

RESPONSIBILITIES

Responsible for implementing and enforcing City of Lewiston land use, zoning, and building codes.

MAINE STATE CERTIFICATIONS

Internal Plumbing
Subsurface Wastewater Disposal
Zoning Officer
Shoreland Zoning
Land Use Planning
Building Standards (Residential Building, Commercial Building, Residential Energy, Commercial Energy, Residential Indoor Ventilation, Commercial Indoor Ventilation, Residential Radon)
Legal Issues

EXPERIENCE

Home Building

NV Ryan Homes, Maryland (1985-1988)
Production supervisor

Thunderlion, Maryland (1994-1997)
Production superintendent

Governmental

Montgomery County, Maryland (1988-1994)
1 & 2 family building and electrical inspector

Scarborough, Maine (1997-2001)
Code enforcement officer, building inspector, electrical inspector, plumbing inspector

Washington County, Maryland (2001-2004)
1 & 2 family building and electrical inspector

Lewiston, Maine (2004-present)
Code enforcement officer, constable, housing inspector, building inspector, internal and external plumbing inspector, shoreland zoning officer, land use compliance officer

OWNERSHIP DOCUMENTS

WARRANTY DEED
Joint Tenancy
Maine Statutory Short Form

Know all Persons by these Presents,

That I, Kingsley Sendze, of Lewiston, State of Maine, for consideration paid,
grant to:

Jed Pavlick and Robert B. Campbell

of Hollis Center, County of York, and State of Maine, whose mailing address is:
103 Saco Road, Hollis Center, Maine 04042, with warranty covenants, as tenants in
common, the land in Lewiston, County of Androscoggin, and State of Maine, described as
follows:

A certain lot or parcel of land, together with any buildings and improvements
thereon, situated in the City of Lewiston, County of Androscoggin, and State
of Maine being more particularly described in Exhibit A attached hereto and
made a part hereof.

Witness my hand and seal this 28th day of September, 2005.

Signed, Sealed and Delivered
in the presence of

Kingsley Sendze

State of Maine, County of Cumberland ss.

September 28, 2005

Then personally appeared before me the above named Kingsley Sendze and
acknowledged the foregoing instrument to be his free act and deed.

Attorney at Law/Notary Public

Printed Name: Dorothy S. Douglas

Dorothy S. Douglas
Attorney At

MAINE REAL ESTATE
TRANSFER TAX PAID

EXHIBIT A

EXHIBIT A
115 Shawmut Street, Lewiston, Maine

A certain lot or parcel of land with the buildings thereon situated in the City of Lewiston, County of Androscoggin and State of Maine, bounded and described as follows:
Commencing at a point in the westerly line of Shawmut Street Extension one hundred fifty (150) feet southerly from the southerly line of Walnut Street; thence running westerly at a right angle to said westerly line of Shawmut Street Extension one hundred (100) feet to the northeasterly corner of land conveyed by the Franklin Company to F.X. Blodden by deed number 1338, dated November 7, 1911; thence southerly by the southerly line of said Blodden's land fifty (50) feet; thence easterly at a right angle one hundred (100) feet to the westerly line of Shawmut Street Extension; thence northerly by the westerly line of Shawmut Street Extension fifty (50) feet to the point of commencement.

Being the same premises conveyed to the Grantor by warranty deed from Glenn A. Cugno dated June 8, 2004 and recorded in the Androscoggin County Registry of Deeds in Book 5948, Page 25.

Poor Copy At Time Of Recording
Will Not Reproduce Clearly

Douglas Title Company
P.O. Box 1062
Yarmouth, ME 04096

ANDROSCOGGIN COUNTY
Tina A. Chaudron
REGISTER OF DEEDS

**NOTICE OF HEARING
CERTIFICATES OF SERVICE**

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

Estate of Jed Pavlick
c/o Celine Pelletier-Pavlick
118 Saco Road
Hollis, Maine 04042

JPMorgan Chase Bank, N.A., as receiver of
Washington Mutual Bank f/k/a Washington
Mutual Bank, FA
c/o CT Corporation System
1536 Main Street
Readfield, Maine 04355

Robert Campbell
109 Saco Road
Hollis, Maine 04042

115 SHAWMUT STREET, LEWISTON, MAINE

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

August 12, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

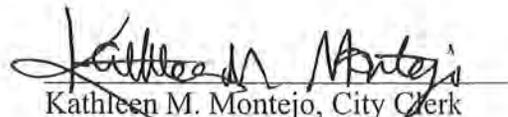
This hearing is to determine whether the residential structure at 115 Shawmut Street, Lewiston, Maine, identified as Lot 284 on Tax Map 195, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6514, Page 286, is a dangerous building or nuisance within 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.

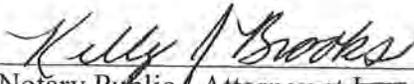
Dated:

July 7, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

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

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

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS

2

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

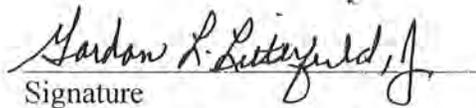
NOTICE OF HEARING
115 SHAWMUT STREET, LEWISTON, MAINE
Pursuant to 17 M.R.S. §§ 2851, et seq.

On 7-18-14, 2014 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to Celine Pelletier-Pavlick, Personal Representative and heir for the Estate of Jed Pavlick, at the following address:

Estate of Jed Pavlick
c/o Celine Pelletier-Pavlick
118 Saco Road
Hollis, ME 04042

Costs of Service:

Service:	\$ <u>16.00</u>	<u>10.00 Diligent</u>
Travel:	\$ <u>42.56</u>	<u>(2)</u>
Postage:	\$ <u>—</u>	
Other:	\$ <u>5.00</u>	
TOTAL:	\$ <u>73.56</u>	



Signature

Deputy Gordon Littlefield
York County Sheriff's Office
Civil Process Division
1 Layman Way
Alfred, Maine 04002

EXHIBIT C

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

Estate of Jed Pavlick
c/o Celine Pelletier-Pavlick
118 Saco Road
Hollis, Maine 04042

JPMorgan Chase Bank, N.A., as receiver of
Washington Mutual Bank f/k/a Washington
Mutual Bank, FA
c/o CT Corporation System
1536 Main Street
Readfield, Maine 04355

Robert Campbell
109 Saco Road
Hollis, Maine 04042

115 SHAWMUT STREET, LEWISTON, MAINE

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

August 12, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

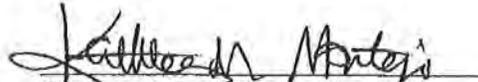
This hearing is to determine whether the residential structure at 115 Shawmut Street, Lewiston, Maine, identified as Lot 284 on Tax Map 195, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6514, Page 286, is a dangerous building or nuisance within 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.

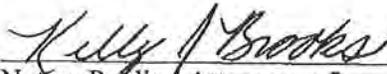
Dated:

July 7, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

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~~

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

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

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

On 7-14-14, 2014 (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to Robert Campbell, at the following address:

Robert Campbell
109 Saco Road
Hollis, ME 04042

Costs of Service:

Service:	\$	<u>16.00</u>	
Travel:	\$	<u>42.56</u>	(3)
Postage:	\$	<u>.49</u>	
Other:	\$	<u>5.00</u>	
 TOTAL:	\$	<u>64.05</u>	

Gordon L. Littlefield, Jr.
Signature

**Deputy Gordon Littlefield
York County Sheriff's Office
Civil Process Division
1 Layman Way
Alfred, Maine 04002**



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

Estate of Jed Pavlick
c/o Celine Pelletier-Pavlick
118 Saco Road
Hollis, Maine 04042

JPMorgan Chase Bank, N.A., as receiver of
Washington Mutual Bank f/k/a Washington
Mutual Bank, FA
c/o CT Corporation System
1536 Main Street
Readfield, Maine 04355

Robert Campbell
109 Saco Road
Hollis, Maine 04042

115 SHAWMUT STREET, LEWISTON, MAINE

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

August 12, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

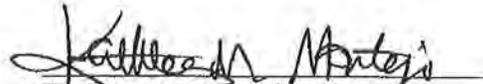
This hearing is to determine whether the residential structure at 115 Shawmut Street, Lewiston, Maine, identified as Lot 284 on Tax Map 195, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6514, Page 286, is a dangerous building or nuisance within 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.

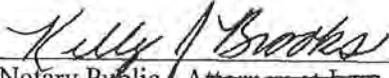
Dated:

July 7, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

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

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

CITY OF LEWISTON
CITY COUNCIL

RETURN OF SERVICE

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

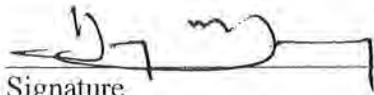
On JUL 10 2014, ~~2014~~ (date), I served the above-referenced NOTICE OF HEARING, a copy of which is attached hereto, by serving a copy of same to CT Corporation System, Registered Agent for JPMorgan Chase Bank, N.A., at the following address:

JPMorgan Chase Bank, N.A., as receiver of
Washington Mutual Bank f/k/a Washington
Mutual Bank, FA
c/o CT Corporation System
1536 Main Street
Readfield, ME 04355

Costs of Service:

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

TOTAL: \$ _____


Signature

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



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

Estate of Jed Pavlick
c/o Celine Pelletier-Pavlick
118 Saco Road
Hollis, Maine 04042

JPMorgan Chase Bank, N.A., as receiver of
Washington Mutual Bank f/k/a Washington
Mutual Bank, FA
c/o CT Corporation System
1536 Main Street
Readfield, Maine 04355

Robert Campbell
109 Saco Road
Hollis, Maine 04042

115 SHAWMUT STREET, LEWISTON, MAINE

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

August 12, 2014
7:00 pm
Lewiston City Hall, 27 Pine Street, Lewiston, Maine

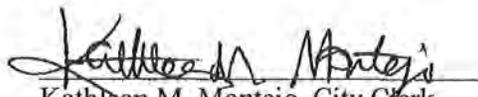
This hearing is to determine whether the residential structure at 115 Shawmut Street, Lewiston, Maine, identified as Lot 284 on Tax Map 195, and further described in a Warranty Deed recorded in the Androscoggin County Registry of Deeds at Book 6514, Page 286, is a dangerous building or nuisance within 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.

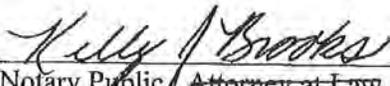
Dated:

July 7, 2014


Kathleen M. Montejo, City Clerk

STATE OF MAINE
ANDROSCOGGIN, ss

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~~

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

CITY
CORRESPONDENCE

**CITY OF LEWISTON
CODE ENFORCEMENT
CITY BUILDING
27 PINE STREET
LEWISTON, MAINE 04240
2011(207) 513-3125 EXT. 3245
NOTICE OF VIOLATION
VIA FIRST CLASS & CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

January 29, 2014

Phoenix Ass
109 Saco Rd, Hollis Center Maine 04042-3412

Att: Robert Campbell
Re: 115 Shawmut St, Lewiston, Maine.
Map 195-284, Book-6514, Page-286

Dear Mr. Campbell,

An inspection of 115 Shawmut St was conducted on January 29, 2014 and multiple violations of Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, as per The Code of Ordinances of the City of Lewiston hereafter referred to as the "Code". We observed the violations requiring correction include but are not limited to the following:

1. The rear porch and roof structure are severely deteriorated and in a progressive state of disrepair creating unsafe conditions in violation of Chapter 18, Article III, Sections 18-51 & 18-52, IPMC- 304.1.1 et seq., IPMC-304.2, IPMC-304.4, IPMC-304.10, and IPMC-306.1.1 et seq. of the Code. In accordance with the cited Code violations, you are hereby ordered to repair or demolish the rear porches, by no later than **June 1, 2014**.
2. There is garbage and debris in the front and rear hallways, on the front porches, rear porches and surrounding property. Creating unsafe conditions in violation of chapter 18 Article III, Sections 18-51 & 18-52, IPMC- 308.1, IMPC 308.2 and IMPC 308.3 of the Code. In accordance with the cited Code violations, you are hereby ordered to remove all garbage and debris from the property **Immediately**.
3. In speaking with the tenants. I was advised that you are in the process of shutting down the premise. Once the premise is vacated you are hereby ordered to maintain the security of the structure to ensure that all door and windows are secure and safe guarded from illegal entry. You are also ordered to keep the property free of garage and debris at all times. **Ongoing basis**.

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 fifty dollar (\$150.00) 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,

Corporal Jeffrey Baril
Code Enforcement Officer/Lewiston Police Officer

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

PHOTOGRAPHS

115 Shawmut Street

Photos taken April 11 & June 26, 2014. Photo # 1. Front of building.



Photo # 2 Deteriorated and unstable porch.



Photo # 3. Wall bowing outward at far third floor window due to structural deformity.



Photo # 4. An example of obsolete and deteriorated windows and deteriorated window trim.



Photo # 5. Deteriorated porches and debris contributing to fire loading and increased risk of fire.



Photo # 6. Deteriorated siding and porch with posts severely out of plumb making it unstable.



Photo # 7. Damaged tub/shower surround and exposed drywall.



Photo # 8. Missing flooring where a continuous water resistant surface is required by Code..

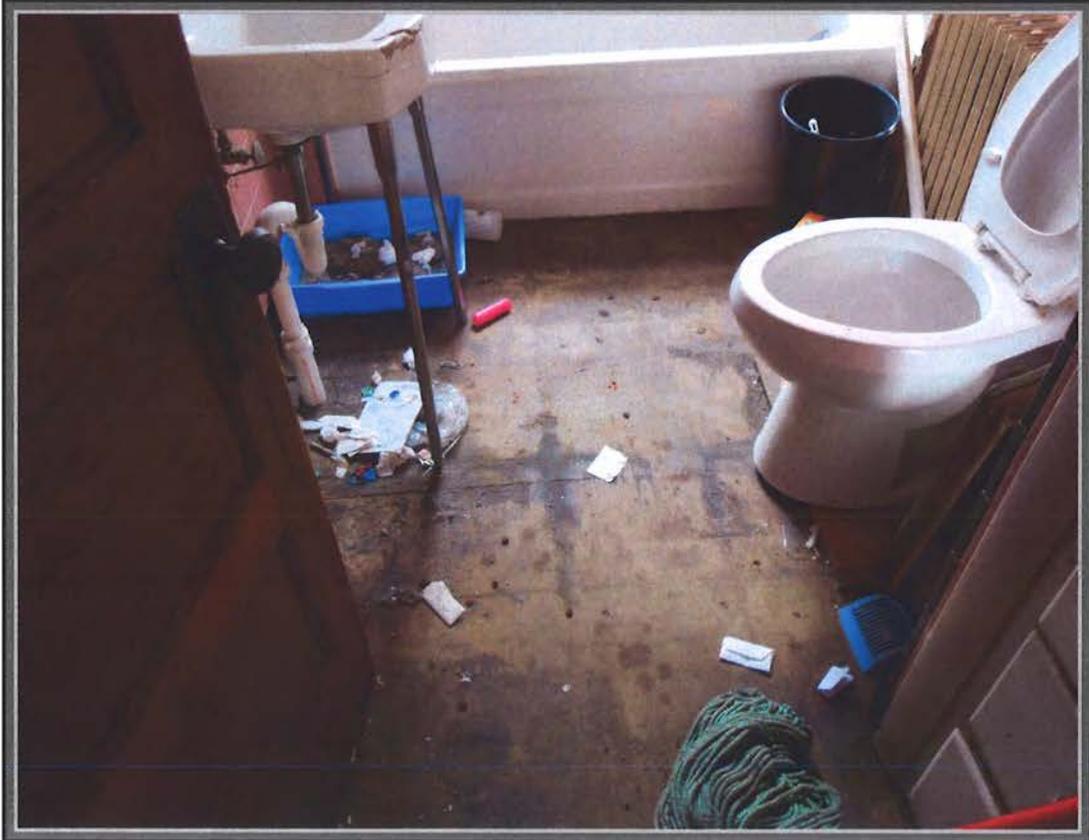


Photo # 9. An example of obsolete windows with broken counter balance making them energy inefficient and hazardous.



Photo # 10. Debris contributing to fire loading and stripped copper heating registers making the heating system inoperative.



Photo # 11. Debris contributing to fire loading.



Photo # 12. Damaged and deteriorated guardrails and lack of handrails in violation of Code.



Photo # 13, Damaged door to porch allowing for the entry of the elements and making the structure unsecure. Debris contributing to fire loading.

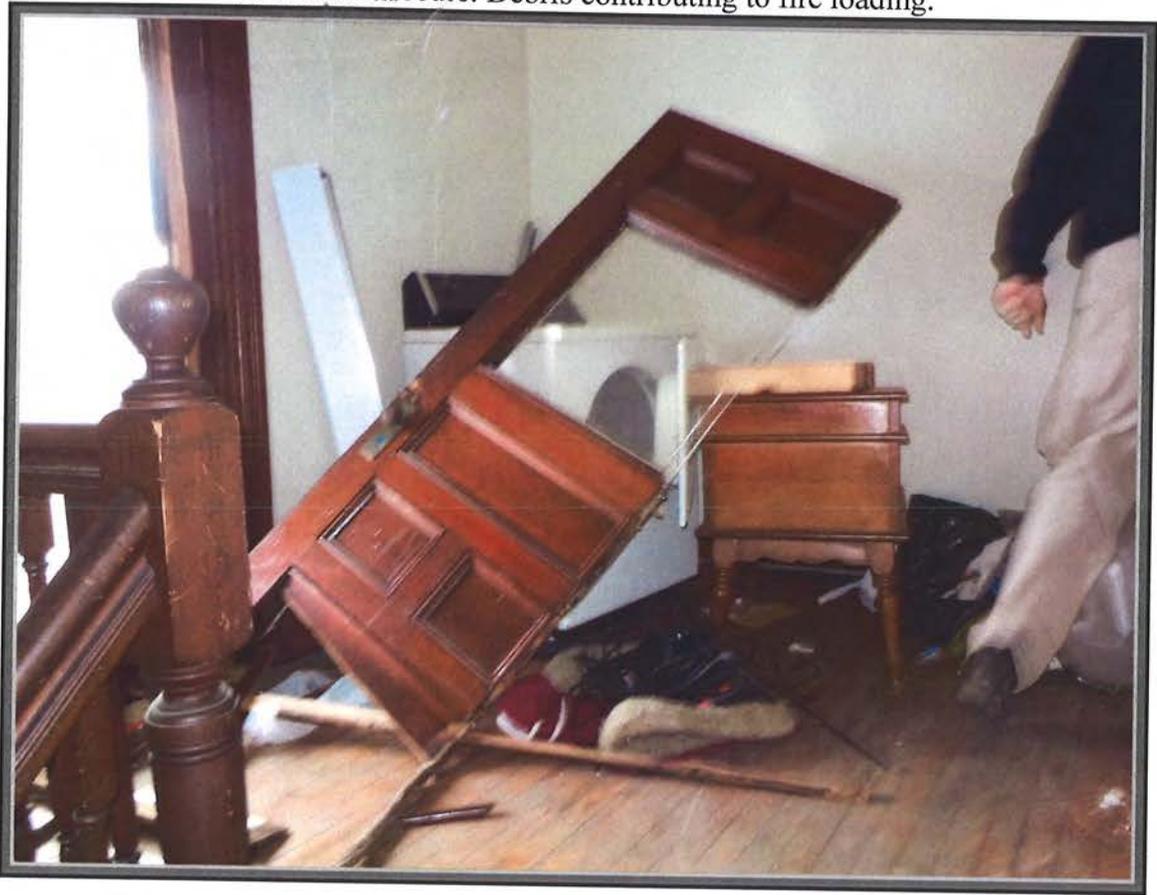


Photo # 14 Animal feces making for unsanitary conditions and stripped copper heating registers.



Photo # 15. Abandoned furnishing contributing to fire loading.



Photo # 16. Rotting food items contributing to unsanitary conditions.



Photo # 17. Debris contributing to fire loading.



Photo # 18. Damaged door due to vandalism, evidence of unauthorized entry making for a nuisance and increased threat of fire.

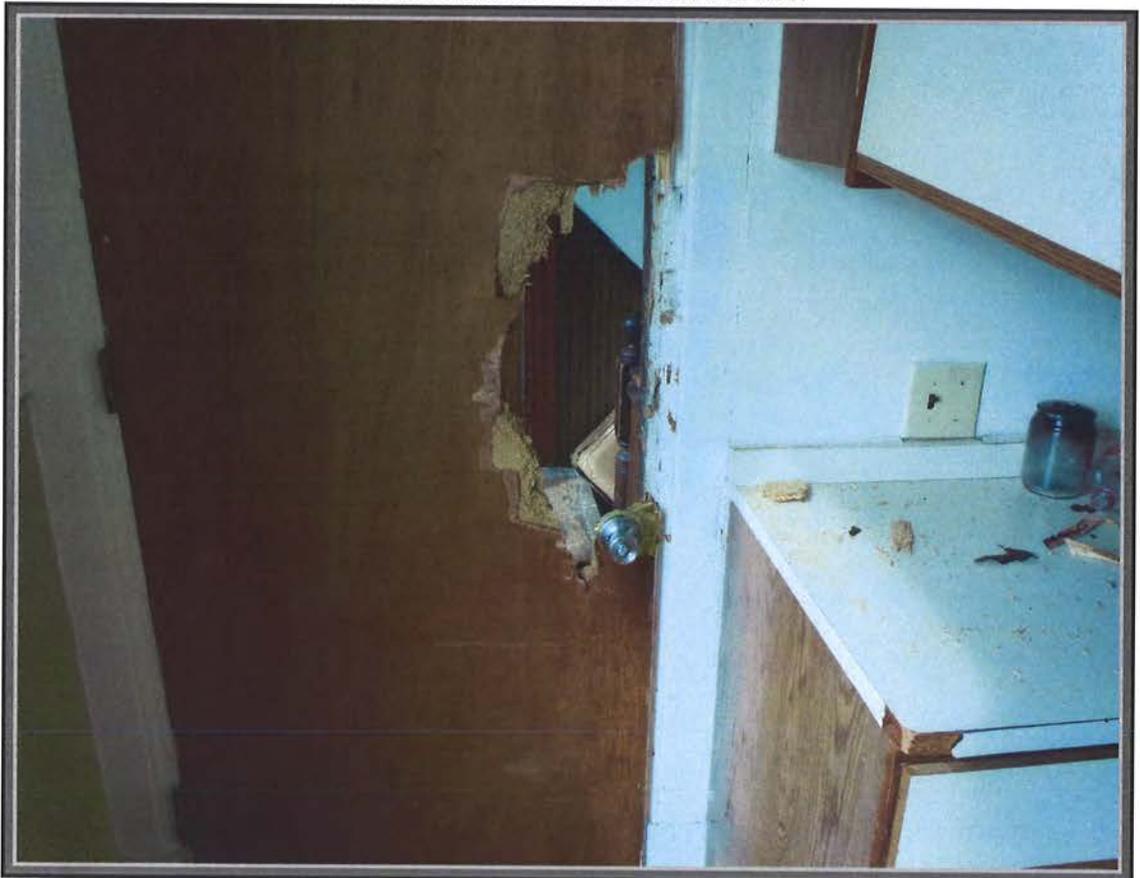


Photo # 19. Debris in the basement contributing to fire loading.



Photo # 20. Cut oil line due to copper theft allowing for oil to escape creating hazardous and unsanitary conditions.



Photo # 21. Cut water service line due to copper theft.



Photo # 22. Deformed foundation wall bowed inward making for unstable conditions.



Photo # 23. Deteriorated and inoperative boiler making for a lack of hot water for sanitary practices and inoperative heating system.



Photo # 24. Stripped copper pipes from hot water storage tank.



Photo # 25. Damaged and vandalized electrical panel lacking covers making for dangerous conditions if reenergized.



OTHER

Lewiston City Hall
27 Pine Street
Lewiston, Maine 04240

July 31, 2014

Re: Condemned Building: 113/115 Shawmut Street
Lewiston, Maine

Dear Corporal Baril,

I would like to thank you for keeping me informed regarding the 113/115 Shawmut Street apartment building's status and condition. As you know from our telephone conversations over the past nine to ten months, I am the owner and occupant of 117 Shawmut Street duplex home which is beside the 113/115 Shawmut Street building. I am advocating to have this building torn down due to the building's current state of disrepair. This building has been vandalized and is an arson risk. My tenant has expressed his concern regarding safety issues due to this building's dilapidated condition. I am fearful that the building will be set on fire by an arsonist. This places my home at risk of being burned down which could result in loss of my property and life. The longer 113/115 Shawmut Street remains standing the greater the risk of vandalism and arson. I am fearful that come winter, squatters will move into this abandoned building. Again, this raises concerns about fire. There are numerous scenarios that could play out which all result in placing my home, my life and the life and property of others surrounding 113/115 Shawmut Street at risk. Therefore, I ask that this property be demolished as soon as possible.

Thank you for your time and consideration of this matter.

Sincerely,



Patricia Harris

EXHIBIT H

LEWISTON CITY COUNCIL

MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Order authorizing the City Administrator to take the necessary steps to accept ownership of 114 and 118 Bartlett Street.

INFORMATION:

The buildings located at 114 and 118 Bartlett Street were destroyed by fire in the spring of 2014. The property is owned by a limited liability corporation without additional assets, and the owner as well as the holder of a mortgage on the property have indicated a willingness to transfer the property fee and clear to the City. Given that it is unlikely that the City will recover any costs related to demolition and clearance of the property, the property will likely come to the City when property tax liens are placed on it and subsequently mature. This process will take several years. Accepting the offer of this property will allow the City to adequately maintain it and assist in its eventual redevelopment or reuse.

The Planning Board has reviewed this offer and recommends that the City take possession of the property and market it for disposition.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/TKmm

REQUESTED ACTION:

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

To approve the Order authorizing the City Administrator to take the necessary steps to accept ownership of 114 and 118 Bartlett Street.



**City of Lewiston Maine
City Council Order
August 12, 2014**



Order, Authorizing the City Administrator to Take the Necessary Steps to Accept Ownership of 114 and 118 Bartlett Street.

Whereas, the buildings located at 114 and 118 Bartlett Street were destroyed by fire in the spring of 2014; and

Whereas, the property is owned by a limited liability corporation without additional assets; and

Whereas, the owner and the holder of a mortgage on the property have indicated a willingness to transfer the property free and clear to the City; and

Whereas, given that it is unlikely that the City will recover any of its costs related to demolition and clearance of the property, the property will likely come to the City when property tax liens are placed on it and subsequently mature; and

Whereas, City ownership will allow the City to adequately maintain the property and assist in its eventual redevelopment or reuse; and

Whereas, the Planning Board has recommended that the City take possession of the property and market it for disposition;

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

The City Administrator is hereby authorized to take the necessary steps to accept the property located at 114 and 118 Bartlett Street.

Be it Further Ordered, that a request for proposals be issued seeking the reuse and redevelopment of the property.

1:600





CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: City Council Members
FROM: David Hediger, City Planner
DATE: July 31, 2014
RE: Acquisition of 114-118 Bartlett Street.

Pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code the Planning Board voted unanimously on July 28, 2014 to acquire the properties at 114-118 Bartlett Street and recommended the properties be marketed with the Planning Board providing a recommendation on their disposition prior to any sale.

The properties at 114 and 118 Bartlett Street are both vacant lots of approximately 5,000 each with 50' frontage located in the Downtown Residential (DR) district. They are owned by LJM, LLC with the mortgage held by Casco Bay Finance Company, LLC. In May 2013, the City Council condemned both structures due to heavy damage by fire; they were subsequently demolished by the City. Each property is currently assessed at \$17,040.

At this time, the city is owed approximately \$28,527.75 for 114 Bartlett Street and \$30,383.75 for 118 Bartlett Street for the structures' demolition and attorney's fees. LJM is defunct - without assets. Representatives of LJM have offered to donate the land to the City and the mortgage holder has agreed to discharge the mortgage, eliminating any claim on the property.

The City will eventually acquire these properties by tax foreclosure. Accepting the donation at this time will simply speed the process and allow the City to loan and seed the property (at a cost of \$4,410) to improve its appearance.



City of Lewiston
Planning & Code Enforcement
Gil Arsenaault, Director



MEMORANDUM

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

From: David Hediger

Date: July 29, 2014

Subject: Planning Board Action

The Planning Board took the following action at their public meeting held on July 28, 2014 regarding acquisition of property at 114-118 Bartlett Street.

The following motion was made:

MOTION: by **Michael Marcotte** pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the acquisition of 114 and 118 Bartlett Street and recommend the properties are marketed with the intent the Planning Board will provide a recommendation on the disposition of prior to any sale. Second by **Walter Hill**.

VOTED: 7-0 (Passed).

c: Planning Board Members

LEWISTON CITY COUNCIL

MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Order authorizing the City Administrator to enter into Agreements with the United States Government regarding H.O.M.E. Funds.

INFORMATION:

Please see the attached sheet for the Information regarding this agenda item.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

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

To approve the Order, authorizing the City Administrator to enter into Agreements with the United States Government regarding H.O.M.E Funds.

Agenda Item 7
Information for Agenda Sheet

AGENDA ITEM INFORMATION BOX:

In June 2007, the City of Lewiston agreed to provide a HOME Investment Partnership Program (“HOME”) loan to Pine Properties, LLC in the amount of \$200,000 to rehabilitate residential rental properties located on Pine Street. Over a period of approximately 12 months, the City loaned Pine Properties approximately \$180,000 based on invoices for property rehabilitation provided by Travis Soule, the principal owner. The City subsequently became aware that some of the work for which Pine Properties was reimbursed was not performed. The City immediately notified officials of the United States Department of Housing and Urban Development (“HUD”) and local law enforcement of the issue. Federal officials then instituted an investigation that eventually resulted in charges of making false claims and theft of public money against Travis Soule, who subsequently pleaded guilty in June of 2011 and was sentenced to 14 months in federal prison. The City and its employees cooperated fully in this investigation.

In 2013, HUD officials notified the City of an administrative claim against it for reimbursement of the \$140,000 in federal funds misused by Mr. Soule and not otherwise recovered. Through negotiations with HUD, the City has agreed to a settlement where a request will be made to HUD to permit repaying this amount through annual reductions in the amount of HOME funds that the City will receive over the next three years. At about the same time, the United States Department of Justice (DOJ) also made claims against the City under common law theories and the federal False Claims Act, a statute which allows the federal government to seek both penalties and treble damages associated with improper claims for payment submitted to the federal government. Under that law, the DOJ could seek a maximum recovery in excess of \$600,000 including civil penalties plus treble damages. The City and the DOJ have negotiated a settlement where the City will pay \$40,000, such settlement recognizing that: the City immediately brought Pine Street’s fraudulent behavior to official attention and cooperated fully in the government’s proceedings against Mr. Soule; the resolution is reached without any finding of liability on the part of Lewiston or its officials; and acknowledging that City has denied any and all liability. This agreement will mitigate the risk to the City of higher penalties and damages and will permit the City to avoid the legal costs required to defend such claims should they proceed to federal court.



**City of Lewiston Maine
City Council Order
August 12, 2014**



Order, Authorizing the City Administrator to Enter into Agreements with the United States Government Regarding HOME Funds

Whereas, in June 2007, the City of Lewiston agreed to provide a HOME Investment Partnership Program ("HOME") loan to Pine Properties, LLC in the amount of \$200,000 to rehabilitate residential rental properties located on Pine Street; and

Whereas, over a period of approximately 12 months, the City loaned Pine Properties, LLC approximately \$180,000 based on invoices for property rehabilitation provided by Travis Soule, the principal owner of Pine Properties, LLC; and

Whereas, the City subsequently became aware that some of the work for which Pine Properties was reimbursed from HOME funds was not actually performed; and

Whereas, upon verifying that the work had not been performed, the City immediately notified officials of the United States Department of Housing and Urban Development ("HUD") and local law enforcement of the issue; and

Whereas, federal officials then instituted an investigation that eventually resulted in charges of making false claims and theft of public money against Travis Soule, who subsequently pleaded guilty in June of 2011 and was sentenced to 14 months in federal prison; and

Whereas, the City and its employees cooperated fully in this investigation and its associated legal proceedings; and

Whereas, of the \$180,000 in question, \$40,000 was subsequently recovered from a bank that improperly paid on a forged check endorsement; and

Whereas, in 2013, HUD officials notified the City of an administrative claim against it for reimbursement of the remaining \$140,000 in federal funds misused by Mr. Soule; and

Whereas, through negotiations with HUD, the City has agreed to a settlement pursuant to which a request will be made to HUD to permit repaying this amount through annual reductions in the amount of HOME funds that the City will receive over the next three years; and

Whereas, in 2013, the United States Department of Justice (DOJ) also made claims against the City under common law theories and under the federal False Claims Act, a federal statute which allows the federal government to seek both penalties, and treble

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.

damages associated with improper claims for payment submitted to the federal government; and

Whereas, under that law, the DOJ could seek a maximum recovery of in excess of \$600,000 which includes civil penalties, plus treble damages; and

Whereas, the City and the DOJ have negotiated a settlement agreement under which the City will pay \$40,000, such settlement recognizing that the City immediately brought Pine Street's fraudulent behavior to official attention and cooperated fully with the government in its legal proceedings against Mr. Soule; that the resolution is reached without any finding of liability on the part of Lewiston or its officials; and acknowledging that City has denied any and all such liability; and

Whereas, this agreement will mitigate the risk to the City of higher penalties and damages and will permit the City to avoid the legal costs required to defend such claims should they proceed to federal court;

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

the City Administrator, on behalf of the City of Lewiston, is hereby authorized to execute such documents and enter into such agreements with the United States government as are necessary to settle claims advanced by the United States' Departments of Housing and Urban Development and Justice to allow for reimbursement of HUD in the amount of \$140,000 over a three year period through annual reductions in the City's HOME grant funding and to make payment to the DOJ in the amount of \$40,000 to settle any and all claims and matters arising from Pine Properties, LLC's fraudulent use of these funds.

BACKGROUND
PINE PROPERTIES, LLC
HUD AND DOJ CLAIMS REGARDING MISUSES OF HOME PROGRAM FUNDS

The Home Program

The HOME Investment Partnerships Program (HOME) is administered by the United States Department of Housing and Urban Development (HUD) and provides grants to States and localities to fund affordable housing activities including building, purchasing, and/or rehabilitating housing for rent or homeownership or providing direct rental assistance to low-income people. In most cases, HOME is distributed to states and municipalities on a formula basis similar to Community Development Block Grant (CDBG) funds.

Loan to Travis Soule – Pine Properties, LLC

In 2007, the City agreed to lend \$200,000 in HUD HOME program funds to Pine Properties, LLC, whose principal was Travis Soule, for rehabilitation of three low-income multifamily residential structures located at 176, 191, and 200 Pine Street. Between June 2007 and May 2008, Soule submitted invoices and was reimbursed for approximately \$180,000 for work allegedly performed on these properties.

The City subsequently became aware that much of this work was not done. As soon as this was discovered, the City alerted local law enforcement and HUD officials who, in concert with the U.S. Attorney's Office, investigated the situation and determined that Mr. Soule had misappropriated the majority of these funds. During the course of this investigation, which began in 2008 and extended through 2012, the actions of city employees who were responsible for monitoring the loan were exhaustively reviewed by the Department of Justice. No charges, civil or criminal, were brought against any City employee.

City Monitoring Procedures Then In Effect

At the time the misuse of funds occurred, the City's procedure was to issue two party checks requiring the signature of both the owner and the contractor to be cashed. This was intended to ensure that the work was done by requiring the contractor who performed the work to endorse the check along with the property owner. Physical inspections of the work were not uniformly performed to verify that the work was actually done.

What Travis Soule Did

Mr. Soule submitted invoices to the City for work that was not done or overstated the value of the work that was performed. In some instances, he forged endorsements for the second party contractor's signature required to deposit or cash checks.

When this came to the City's attention, immediate steps were taken to improve project monitoring, including physical inspection of all work prior to authorizing payments.

Outcome of Court Proceedings

Mr. Soule entered into an agreement with the government under which he pleaded guilty to submitting false claims to the government and theft of public money. He was sentenced to 14 months in federal prison.

Claims against the City

During the summer of 2013, HUD and the U.S. Attorney's Office notified the City of the potential that claims would be made against the City. HUD indicated it would seek reimbursement of the improperly disbursed HOME funds. The DOJ would seek up to treble damages, plus a civil penalty based on the actions of those City staff who signed off on the payments made to Pine Street Properties and on reimbursement requests to the HOME program. The basis of the DOJ complaint was that these individuals failed to meet HUD's requirements to ensure that both the work and inspections were completed prior to the disbursing HOME funds.

At various points during discussions with these federal agencies, HUD was looking for the City to reimburse the misused funds from the City's General Fund and the DOJ was seeking a six figure penalty and additional damages.

Settlement of Claims

The City and these agencies have agreed on settlements of these claims. The City will reimburse HUD \$140,000 through reductions in the amount of HOME funds the City will receive over the next three years. The city will pay DOJ the amount of \$40,000.

We believe these settlements are reasonable given that:

- We recognize that HUD has a reasonable expectation that the funds provided to the City would be used for their designated purpose.
- HUD will be made whole through a reduction in HOME grant funding to the City over the next three years rather than requiring Lewiston taxpayers to reimburse this amount through city tax revenues;
- While various city employees may have inadequately administered these funds, the City immediately informed appropriate law enforcement and federal officials of the theft of public money once the City became aware of it; at no time did the City do anything to hide or conceal what had happened, and the City fully cooperated with federal agencies throughout the investigation and court proceedings;
- After a full and complete investigation, no charges were brought against any city employee;
- The City itself is a victim of the criminal behavior in this case.

The DOJ has taken a number of these factors into account in agreeing to a settlement for a smaller amount of damages than originally sought. The settlement is entered with no admission of wrongdoing or liability on the part of Lewiston, which is expressly denied

Failure to reach a settlement in this case would open the City to a federal court action in which the damages and civil penalties, including potential treble damages and the city legal expenses in defending the action, could be significantly higher.

LEWISTON CITY COUNCIL

MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Receipt of City Clerk's Report regarding valid signatures for the citizen initiative petition regarding the proposed ordinance for Use of Marijuana by Persons 21 Years of Age or Older.

INFORMATION:

The City's Elections Ordinance requires the City Clerk to issue a report to the City Council verifying the number of voter signatures that have been approved for any citizen initiative petitions.

The filing deadline for the petition regarding the proposed city ordinance regarding the use of marijuana is 4:30pm, Friday, August 8. Under the City election ordinance, a minimum of 859 valid signatures are required. As of the time the agenda material was being prepared, the organizers had gathered a little over 830 signatures. The City Clerk's report will be presented on Tuesday evening at the Council meeting.

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 accept the City Clerk's report regarding verified petition signatures for the petition regarding the proposed ordinance for "Use of Marijuana by Persons 21 Years of Age or Older".

LEWISTON CITY COUNCIL

MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

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

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

Erin B/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 Acquisition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL

MEETING OF AUGUST 12, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Executive Session pursuant to MRSA Title 1, section 405 (6) (c) to discuss an Economic Development issue 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:

State statutes define the purposes for entering into an executive session.

EATB/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 an Economic Development issue of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.