

**CITY OF LEWISTON
PLANNING BOARD MEETING**
Monday, April 11, 2016 – 5:30 P.M.
City Council Chambers – First Floor
Lewiston City Building
27 Pine Street, Lewiston, ME

AGENDA

- I. ROLL CALL**
- II. ADJUSTMENTS TO THE AGENDA**
- III. CORRESPONDENCE**
- IV. PUBLIC HEARINGS:** None
- V. OTHER BUSINESS:**
 - a) Disposition of 159-177 Lisbon Street
 - b) Any other business Planning Board Members may have relating to the duties of the Lewiston Planning Board.
- VI. READING OF THE MINUTES:** Motion to adopt the March 28, 2016 draft minutes
- VII. ADJOURNMENT**



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: Planning Board
FROM: Gil Arsenault, Director of Planning and Code Enforcement
DATE: April 8, 2016
RE: April 11, 2016 Planning Board Agenda Item V(b)

Recommendation to the City Council regarding the disposition of 159, 163, 167, 171 and 177 Lisbon Street.

Pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code, the board shall review and make a recommendation to the city council with regard to the acquisition and disposition of all public ways, lands, buildings and other municipal facilities. Economic and Community Development Director Lincoln Jeffers memoranda to the Board dated April 8, 2016 provides the details associated with proposed disposition of 159, 163, 167, 171 and 177 Lisbon Street.

ACTIONS NECESSARY:

Make a motion 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 disposition of 159, 163, 167, 171 and 177 Lisbon Street including, if any, specific conditions and/or concerns raised by the Planning Board.

Economic and Community Development

Lincoln Jeffers

Director



To: Lewiston Planning Board
From: Lincoln Jeffers
RE: Recommendation on City sale of 159 -177 Lisbon Street
Date: April 5, 2016

As required by Article VII Sec. 4(h) of the Lewiston Code of Ordinances, the Planning Board is being asked to make a recommendation to the City Council regarding a Purchase and Sale Offer submitted by the Szanton Monks Properties LLC to acquire 159 -177 Lisbon Street from the city (map attached). The parcel is 12,500 s.f. in size and is assessed at \$129,360. The price offered for the land is \$152,140. Closing is set for on or before September 30, 2017. A draft of the Purchase and Sale Agreement is attached. The buyer is also in negotiations with the owner to purchase 149 and 155 Lisbon Street.

This land has been vacant since an arson fire in 2004. The City acquired this real estate on January 30, 2015. The City received this parcel in exchange for 60 Canal Street, which is a parking lot located behind 133 Lisbon Street (McGillicuddy Building). No money was exchanged between the parties in that land swap.

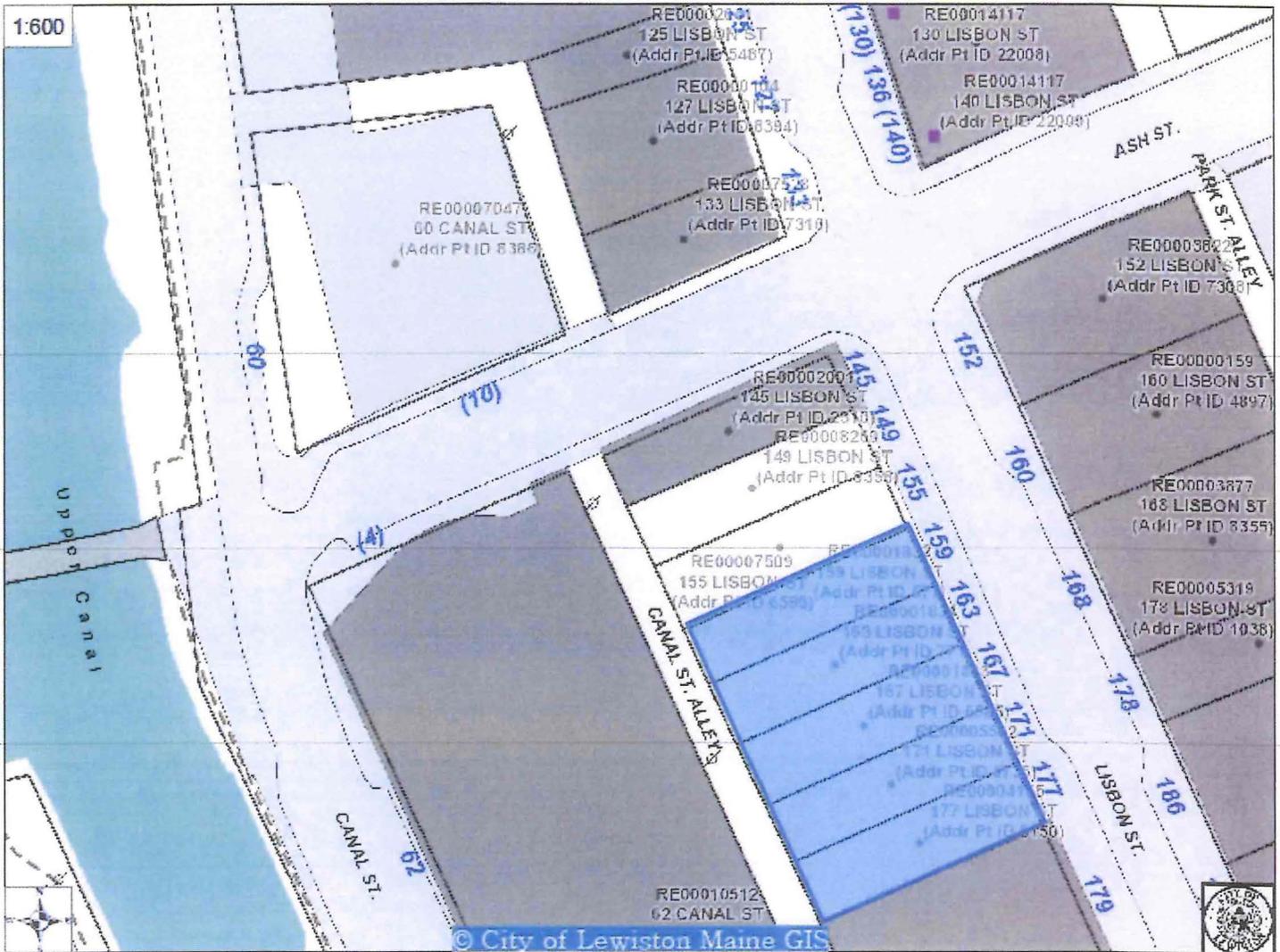
Szanton intends to construct a mixed-income, mixed use building on the site. The sale is contingent upon Szanton being successful in their application for Low Income Housing Tax Credits for which they will be applying later this year. The project is still in early in the conceptual phase, but plans call for retail space along the majority of the Lisbon Street frontage, with 3-stories of apartments above. The project will likely have a total of 71 one-bedroom apartments with a mix of market rate and workforce housing. The basement level space will be used for dedicated tenant storage, fitness room, coin-op laundry room, and property management offices. Parking for the facility will be in the Centreville Garage. Nathan Szanton will be in attendance at the April 11th Planning Board meeting and will give a presentation on other projects he has developed, and his current thinking for this project.

If the City Council votes in favor of selling the land this project will be before the Planning Board for development review this summer.

City staff is in support of this project. It will bring people, energy and tax base to a section of Lisbon Street that has been a blighting influence since the fire. Residential development is an essential component of downtown revitalization.

Development of retail space will add activity and help Lisbon Street have the critical mass needed to thrive as a shopping/dining/services destination.

1:600



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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement entered into by the below-named parties as of the date on which the last to sign of Seller and Buyer have executed this Agreement as shown below next to their respective signatures (the “Effective Date”).

1. PARTIES. CITY OF LEWISTON, MAINE, a body corporate and politic under the laws of the State of Maine with a mailing address as set forth below (“Seller” or the “City”), agrees to sell, and SZANTON MONKS PROPERTIES, LLC, a Maine limited liability company with a mailing address also set forth below (“Buyer”), agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 of this Agreement.

2. DESCRIPTION. The real estate to be sold by Seller to Buyer pursuant to this Agreement consists of certain lots or parcels of land, together with any buildings and improvements thereon, and all rights and easements appurtenant thereto, including but not limited to the easements set forth below and subject to the retained easements and conditions set forth below, located at 159 Lisbon Street (known as Map 207, Lot 110) (the “Premises”).

(a) An easement for pedestrian and disabled person motorized vehicle access from the boundary of the Premises conveyed across Canal Street alley to the parking garage known as Centreville Garage.

(b) Any easements over Seller’s remaining property that may be necessary for the utilities that may be required for Buyer’s planned development of the property, including rights to maintain, repair and replace such utilities.

The final location of all of the above-described easements shall be subject to the approval of the Seller and Buyer prior to Closing.

For source of title, reference may be made to Deeds recorded in the Androscoggin County Registry of Deeds in Book 9088, Page 89.

The parties acknowledge the Purchaser’s intended use of the Premises to develop high quality professionally managed rental housing and retail space financed in part through the low-income housing tax credit and other sources provided or administered by Maine State Housing Authority. Notwithstanding anything set forth herein or in Schedule A to the contrary, the parties acknowledge and agree that the Premises (including without limitation the easement areas) shall be conveyed utilizing a metes and bounds description based upon a survey of the Premises to be obtained by Buyer at Buyer’s expense, which metes and bounds description shall be subject to the consent of Seller, such consent not to be unreasonably withheld, delayed or conditioned. Buyer agrees to obtain such survey in sufficient time to obtain seller’s consent at or before the time required for the Buyer to submit the legal description in connection with Buyer’s expected application to the City of Lewiston for land use.

3. DEED. The Premises shall be conveyed by municipal quitclaim deed, which deed shall convey good and clear record and marketable title, free from all liens and encumbrances, with the exception of the easements, covenants and restrictions contained herein and those additional easements, covenants and restrictions of record which do not, in the sole opinion of Buyer, adversely affect Buyer's proposed development of the Premises and do not violate or cause a violation of, or are otherwise inconsistent with, (i) any applicable local, state and federal laws, ordinances, rules and regulations; or (ii) any local, state or federal governmental permit, approval, license or consent which is necessary or convenient under applicable local, state and federal laws, ordinances, rules and regulations in order to permit Buyer's proposed development and use of the Premises.

4. PURCHASE PRICE. The purchase price for the Premises is One Hundred Fifty-Two Thousand One Hundred Forty Dollars (\$152,140.00), subject to the provisions of Paragraph 6(b) hereunder, payable as follows:

(a) Within three business days of the execution of this Agreement Buyer shall pay to Seller Five Thousand Dollars (\$5,000.00) as an earnest money deposit (the "Deposit") to be held by the escrow agent _____, and disbursed in accordance with, the terms and conditions of this Agreement. The Deposit shall be increased by Buyer by payment directly to escrow agent of One Thousand Dollars (\$1,000.00) at the expiration of the 180th day after the Effective Date, and then by One Thousand Dollars (\$1,000.00) on or before the end of each full calendar month thereafter (such additional deposits to be non-refundable) until the earlier of (i) closing on Buyer's acquisition of the Premises or (ii) termination of this Agreement; and

(b) The balance of the purchase price less (i) the Deposit(s), as said Deposit(s) shall have been increased as provided in Paragraph 4(a) above is to be paid to Seller by the Buyer at the time of delivery of the deed by certified or cashier's check, or wire transfer, subject to the credits and prorations hereinafter set forth.

(c) The status of the deposit(s) is subject to the provisions of Paragraph 8 hereunder.

5. WITHHOLDING TAX. The Seller is a Maine municipal corporation and, pursuant to 36 M.R.S.A. §5250-A, is not subject to Maine withholding tax.

6. TIME FOR PERFORMANCE/DELIVERY OF DEED.

(a) Closing. Seller's deed and other transfer documents are to be delivered and the consideration paid (the "Closing"), on (i) September 30, 2017, or (ii) on such earlier date not less than seven (7) days following notice from Buyer to Seller thereof, at 11:00 a.m. at the offices of the Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Portland, Maine,

unless otherwise agreed in writing by the Buyer and Seller before the Closing, subject, however, to Buyer's right to extend the Closing pursuant to Paragraph 6(b) below.

(b) Option to Extend the Closing. Buyer shall have the right, upon written notice to Seller, to extend the last day for Closing to September 30, 2018, only in the event that Maine State Housing Authority does not provide a Notice to Proceed with respect to the Property in its competitive round for 2017 Low-Income Housing Tax Credits. Notwithstanding the notice provisions set forth below in this Agreement, the notice to extend the Closing hereunder may be given by facsimile or by transmitting a digital image of a physically signed document by electronic email. In the event that the last date for Closing is so extended through September 30, 2018, then the Closing shall occur on (i) September 30, 2018, or (ii) on such earlier date not less than seven (7) days following notice from Buyer to Seller thereof at the offices of Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Portland, Maine, unless otherwise agreed in writing by Buyer and Seller before the date of the Closing (as extended).

(c) Termination. Unless otherwise terminated earlier pursuant to the terms of this Agreement, this Agreement shall terminate on September 30, 2017. If the time for performance is extended pursuant to Paragraph 6(b) above, the Agreement shall terminate on September 30, 2018.

7. BUYER'S INSPECTIONS. Prior to the date set for Closing hereunder, or as said date may have been extended by Buyer as provided herein, Buyer and Buyer's agents, at their own risk and expense, shall have the right to enter, inspect, survey and conduct such other activities on or around the Premises as are necessary in order to conduct any investigations or inspections or surveys or other research as Buyer may choose to conduct or have performed, including without limitation geotechnical borings. Buyer shall be obligated to reasonably restore the Premises in a workmanlike manner promptly following the completion of any inspection or testing.

8. DUE DILIGENCE. Buyer shall have one hundred eighty (180) days from the Effective Date to conduct its preliminary due diligence. During such one hundred eighty (180) day period, Buyer may terminate this Agreement for any reason by written notice to Seller. Upon any such termination, Buyer shall receive a refund of the entire Deposit previously paid. Upon the expiration of such one hundred eighty (180) day period, unless the one hundred eighty (180) day period has been extended by written agreement of Buyer and Seller, the Escrow Agent shall pay said Deposit to Seller and such portion of the Deposit shall become nonrefundable except as otherwise provided in this Agreement.

9. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as may be reasonably required to complete the transaction contemplated herein:

(a) Transfer Documents. The municipal quitclaim deed and a Maine Real Estate Transfer Tax Declaration of Value;

(b) Underground Oil Storage Tax Certification. A written notice certifying pursuant to 38 M.R.S.A. §563(6) an underground oil storage tank exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.

(c) Other Documents. Such other documents as are customarily delivered by Sellers to Buyers of real property in the State of Maine, together with a legal opinion of Seller's counsel satisfactory to Buyer regarding authority of the Seller to perform all transactions contemplated by this Agreement.

10. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants and occupants is to be delivered at the Closing, the Premises to be as is and in the same condition as they are now, reasonable wear and tear excepted.

11. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of the Closing the Premises do not conform with the terms and conditions hereof, then Seller shall use commercially reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to forty-five (45) days, or such longer period as shall be agreed to by Buyer.

12. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of such extended time Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, the Deposit, together with all interest earned thereon, shall be promptly returned to Buyer and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

13. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or such extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the purchase price without deduction, in which case, Seller shall convey such title or deliver the Premises in such condition, except that in the event of such conveyance in accordance with the provisions of this clause the Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller have previously restored the Premises to its former condition, and at Buyer's express election, pay over or assign to Buyer, on delivery of the deed, all amounts

recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration.

14. ACCEPTANCE OF DEED. The acceptance of the deed and other transfer documents by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms and conditions hereof, to be performed after the delivery of said documents or to otherwise survive the Closing hereunder.

15. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed and other transfer documents, use the purchase money or any portion thereof, to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed and other transfer documents.

16. RISK OF LOSS. Until delivery of possession of the Premises from Seller to Buyer, risk or loss or damage to Premises by fire or otherwise shall be on Seller.

17. ADJUSTMENTS. All utilities shall be transferred to the Buyer as of the date of closing and the Seller shall be responsible for any utility charges prior to the date of closing, if any. The Buyer shall reimburse the Seller for the cost of heating oil in the tank as of the date of closing, the amount to be added to the purchase price by the Buyer at the time of delivery of the Deed and other transfer documents. The Buyer will pay its share of the real estate transfer tax due on the sale; the Seller is exempt under Maine Law from real estate transfer taxes.

18. BROKERAGE. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them. Seller and Buyer agree to indemnify and hold the other harmless from any claim by any other broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be. This agreement to indemnify and hold harmless shall survive the Closing.

19. DEFAULT. Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the Deposit, or to pursue all available remedies, including specific performance and reasonable attorney's fees. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller shall retain the Deposit, together with all interest earned thereon, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved of all obligations hereunder.

20. SELLER'S WARRANTIES AND REPRESENTATIONS. Seller warrants and represents as of the date of execution by Seller of this Agreement and as of each date through and including the Closing that:

(a) That, to the best of Seller's knowledge, the information set forth in any property disclosures delivered by Seller to Buyer in connection with the delivery of this Agreement is accurate and complete;

(b) There is to the best of Seller's knowledge no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller; and

(c) Seller is a Maine body corporate and politic duly organized and existing under the laws of the State of Maine, with full capacity, power and authority to enter into this Agreement and to fully perform the transactions contemplated hereby.

In the event that changes occur as to any warranties and representations set forth in this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Buyer when first available to Seller; and in the event of any material adverse change, Buyer may, at Buyer's election, terminate this Agreement in which case the Deposit, together with all interest earned thereon, shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement, subject to the retention provisions of Paragraph 8.

21. ASSIGNMENT. The rights and obligations of Buyer under this Agreement may be assigned, in whole or in part, by Buyer to an entity in which one of more of the principals of Buyer controls the entity or the entity's general partner, provided that such assignee agrees to assume all of Buyer's obligations hereunder not specifically retained by Buyer. The rights and obligations of Seller under this Agreement may not be assigned without the written consent of Buyer.

22. OTHER UNDERTAKINGS OF BUYER AND SELLER. At or prior to Closing Seller shall enter into a Parking Lease Agreement with Buyer (or Buyer's successors and assigns) under which Seller leases up to 71 parking spaces to Buyer (or Buyer's successors and assigns) in the Centerville Garage located at 62 Canal Street, Lewiston, Maine (the "Parking Lease Agreement"). The Parking Lease Agreement shall have terms that are substantially similar to those contained in the Parking Lease Agreement between Seller and The Lofts at Bates Mill LP dated January 18, 2012. .

23. CONDITION TO CLOSING. The Buyer's obligations to close the transaction contemplated under this Agreement are conditioned upon a prior or simultaneous closing of that transaction and a transaction which is the subject of a similar Purchase and Sale Agreement entered into between The Tim Corporation (as seller) and the Buyer (as buyer) concerning a parcel adjacent to the Premises.

24. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

(b) Any notice relating in any way to this Agreement (except the extension notice referred to in Paragraph 6(b)) shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, (ii) overnight delivery by a nationally recognized courier, or (iii) hand delivery obtaining a receipt therefor, addressed as follows:

To Seller: City of Lewiston
 27 Pine Street
 Lewiston, Maine 04240
 ATTENTION: Ed Barrett, City Administrator

With copy to: _____

To Buyer: Szanton Monks Properties, LLC
 c/o The Szanton Company
 482 Congress Street, Suite 203
 Portland, ME 04101
 ATTENTION: Nathan S. Szanton

With copy to: John S. Kaminski, Esq.
 Drummond Woodsum & MacMahon
 84 Marginal Way, Suite 600
 Portland, Maine 04101-2480

and such notice shall be deemed delivered when so posted in the case of notice by certified mail, the next business day in the case of notice by overnight courier and the business day when delivered in the case of notice by hand delivery. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements (including without limitation any prior Agreements or Memorandums of Agreement previously executed by the parties hereto) and understandings of the parties are superseded by and merged in this Agreement, which alone fully and completely expresses their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed Agreement containing either original or faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed or emailed signatures of the parties, shall be binding on them.

(g) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(h) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the dates hereinafter set forth.

WITNESS: SZANTON MONKS PROPERTIES, LLC

By: _____

Nathan Szanton

Its: Manager

Date of Buyer's execution of this Agreement: _____, 2016.

WITNESS: CITY OF LEWISTON, MAINE

By: _____
Ed Barrett
Its: City Administrator

Date of Seller's execution of this Agreement: _____, 2016.

Note: Effective Date is the later of the date of Buyer's execution or the date of Seller's execution hereof.

CITY OF LEWISTON
PLANNING BOARD MEETING
MINUTES for March 28, 2016

- I. **ROLL CALL:** The meeting was held in the City Council Chambers on the first floor of City Hall and was called to order at 5:30 p.m. Chairperson, Bruce Damon, chaired the meeting.

Members in Attendance: Bruce Damon, Normand Anctil, Sandra Marquis, Paul Madore, Pauline Gudas and Michael Marcotte

Members Absent: Walter Hill

Associate Member Present: Sonia Taylor

Associate Member Absent: Zachary Pettengill

Staff Present: Gil Arsenault, Director of Planning & Code and Cathy Lekberg, Administrative Assistant

Bruce appointed Sonia Taylor as full voting member for this meeting.

- II. **ADJUSTMENT TO THE AGENDA:** V. a) CMP Lewiston Loop Construction Update to present first.

- III. **CORRESPONDENCE:** None

- V. **OTHER BUSINESS:**

- a) CMP Lewiston Loop Construction Update

The following representatives from Burns & McDonnell were in attendance to update the Board on the Lewiston Loop Construction Project via a PowerPoint presentation: Leah Gymziak, Ed Kranich, Katryn Mitchell and Christopher Marshall.

The presentation included the following: Current Project Status, Upcoming Work, Project Plantings and General Discussion.

Bruce provided a brief regulatory overview for the new members of the Board as to this important project.

Members asked various questions throughout the presentation which were answered satisfactorily by the representatives. By way of example, what was the cost per square foot of the installation of underground cable. CMP representatives stated that the cost is approximately one million dollars per 1,000 linear feet (i.e. \$1,000 per linear foot). It was asked who inspects the underground work and CMP reps stated that electrical engineers from CMP. Night work was brought up and the reps stated that the City wants all underground work performed at night to minimize traffic conflicts.

Bruce asked if work would impact the MDOT Wiseman Bridge restoration project and the reps stated that they do not expect any conflicts.

Board members told the representatives they are very pleased with this project and how well it is going.

IV. PUBLIC HEARINGS:

A proposed amendment to Appendix A, Article XI “District Regulations” of the Zoning and Land Use Code to allow fitness and recreational sports centers as a permitted use in the Riverfront, Community Business, Highway Business, Centreville, Office Service, Urban Enterprise, and Mill districts.

Public Comment: None

Michael said that this amendment does not include movie theaters and Gil said that movie theaters are a specific use in the code.

The following motion was made:

MOTION: by **Pauline Gudas** pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council’s consideration to adopt a proposed amendment to Appendix A, Article XI “District Regulations” of the Zoning and Land Use Code to allow fitness and recreational sports centers as a permitted use in the Riverfront, Community Business, Highway Business, Centreville, Office Service, Urban Enterprise, and Mill districts. Second by **Sandra Marquis**.

VOTED: 7-0 (Passed)

V. OTHER BUSINESS:

- b) Recommendation for acquisition of land and public easements from Franklin Property Trust

Bruce asked about the various acquisitions of land owned by Franklin Property Trust and Gil said they would all be transferred to the City and the land would be owned fee simple and that the sewer easement located between Lincoln Street and the Androscoggin River would remain as an easement; however, it would be expanded from fifteen feet to twenty feet.

The following motion was made:

MOTION: by **Normand Anctil** 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 the following land from Franklin Property Trust:

1. Accepting fee ownership of two parcels as shown on the plat titled Lincoln Circle consisting of 5,751 SF and 2,399SF.

2. Accepting fee ownership of two parcels off Willow Circle as shown on the plat titled Willow Circle consisting of 12,646 SF and of 3,416 SF.
3. Accepting a 20' easement over FPT land for a future potential bike/pedestrian path near the river as shown on the plats titled Lincoln Place and Lincoln Terrace.
4. Accepting fee ownership of the land under existing public way easements that more accurately reflect what is on the ground for roads currently existing over FPT land. This includes:
 - Lincoln Terrace as shown on the plat titled Lincoln Drive and Lincoln Circle.
 - Lincoln Drive as shown on the plat titled Lincoln Drive and Lincoln Circle.
 - Lincoln Circle as shown on the plat titled Lincoln Circle.
 - Merton Boulevard as shown on the plat title Merton Boulevard.
 - Sand Hill Road and Strawberry Patch Road as shown on the plat titled Sand Hill.
 - Willow Circle as shown on the plat titled Willow Circle.

Second by **Sonia Taylor**.

VOTED: 7-0 (Passed)

- c) Discussion about parking around Bates College.

There was no discussion on this item.

- d) Any other business Planning Board Members may have relating to the duties of the Lewiston Planning Board. None

VI. READING OF MINUTES: Adoption of the February 22, 2016 and March 14, 2016 draft minutes.

The following motion was made:

MOTION: by **Sandra Marquis** to accept the February 22, 2016 draft minutes as presented. Second by **Pauline Gudas**.

VOTED: 6-0-1 (Passed)
Normand Anctil Abstained

The following motion was made:

MOTION: by **Paul Madore** to accept the March 14, 2016 draft minutes as presented. Second by **Sonia Taylor**.

VOTED: 7-0 (Passed)

VII. ADJOURNMENT: The following motion was made to adjourn.

MOTION: by **Sandra Marquis** that this meeting adjourns at 6:45 p.m. Second by **Pauline Gudas**.

VOTED: 7-0 (Passed)

The next regularly scheduled meeting is for Monday, April 11, 2016 at 5:30 p.m.

Respectfully Submitted:

Michael Marcotte, Secretary