

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
JUNE 21, 2016**

**6:00 p.m. Workshop**

- A. Discussion concerning potential ordinance amendment pertaining to Neighborhood Conservation “B” (NCB) Zoning District Density.
- B. Review of Pavement Management Study.

**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 5.

**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. Resolve Accepting a USTA (United States Tennis Association) New England Equipment Grant for the purpose of supporting the Lewiston Recreation Youth Tennis program for Ages 4-18.
- \* 2. Amendments to the Traffic Schedule regarding a winter parking ban for a portion of the odd numbered side of Baird Avenue.
- \* 3. Resolve Accepting and Appropriating the FY2016 Homeland Security Grant award of \$163,131.53
- \* 4. Order Authorizing the City Administrator to execute a Joint Development Agreement with Central Maine Real Estate Investments, Inc. for the redevelopment of 147 Sabattus Street.

**REGULAR BUSINESS:**

- 5. Public Hearing for approval of an outdoor concert at the Amphitheater at Simard Payne Park.
- 6. Public Hearing for approval of an Outdoor Entertainment Permit for the Liberty Festival.
- 7. Public Hearing for approval of an outdoor concerts in conjunction with the Great Falls Brewfest at Simard Payne Park.
- 8. Public Hearing for approval of outdoor concerts sponsored by Sun Media Group at Simard Payne Park.
- 9. Public Hearing for approval of an Outdoor Entertainment Permit for the Lewiston Farmer’s Market concerts.

10. Public Hearing for approval of outdoor concerts sponsored by L/A Arts at Dufresne Plaza and Kennedy Park.
11. Order Approving First Amendments to the Purchase and Sale Agreement between the City of Lewiston and Szanton Monks Properties, LLC for 159-177 Lisbon Street.
12. Order Approving an Agreement for Development Assistance and Tax Increment Financing with The Hartley Block, LP.
13. Public Hearing and Order approving the establishing of The Hartley Block Tax Increment Financing District and Program.
14. Order Approving a long term Parking Lease with The Hartley Block, LP.
15. Order Authorizing the City Administrator to execute an addendum to the Lease Agreement for the Materials Recycling Facility between the City of Lewiston and Casella Recycling, LLC - Permitted Uses and Hours of Operation.
16. Condemnation Hearing for the building located at 247 Lincoln Street.
17. Condemnation Hearing for the building located at 94 Howe Street.
18. Resolve amending the Adopted Fiscal Year 2017 Budget - LA 911.
19. Order Authorizing the City Administrator to take the necessary steps to dispose of 11 Walker Avenue.
20. Resolve taking possession of Tax Acquired Properties at 7 Acorn Lane, 112 Shawmut Street, 11 and 12 Jack Court, 1047 Sabattus Street, 152 Randall Road, 91 Crowley Road, 8 and 12 Doyon Avenue and 144 Glenview Avenue.
21. Order Authorizing the City Administrator to Execute Two Collective Bargaining Agreements with the Lewiston Police Supervisory Command Unit.
22. Resolve terminating the Auburn-Lewiston to Portland Commuter Bus Study.
23. Resolve extending the term for Lewiston At-Large appointment Belinda Gerry to the Lewiston-Auburn Transit Committee.
24. Update from the Lewiston School Committee Representative.
25. Reports and Updates.
26. Any other City Business Councilors or others may have relating to Lewiston City Government.
27. Executive Session to discuss labor union negotiations regarding the city's six employee unions.

LEWISTON CITY COUNCIL  
WORKSHOP AGENDA  
TUESDAY, JUNE 21, 2016  
LEWISTON CITY HALL  
6:00 PM

1. Potential Ordinance Amendment Pertaining to Neighborhood Conservation "B" (NCB) Zoning District Density.

Mayor Macdonald has asked staff to prepare an amendment to the Zoning and Land Use Code for the Council's consideration for the reduction of the minimum net lot area per dwelling unit for properties located in the Neighborhood Conservation "B" district. The impetus for this change is a request from a property owner who recently purchased a five unit apartment building located at 22 Wakefield Street. As a result of a complaint, Code inspected this property and determined that long before the current ownership, it was illegally converted from a four unit to a five unit. Under our current Code, determining the minimum lot area required per dwelling unit is based on a rather complicated formula. In order to lawfully create a fifth unit, the density requirement would need to be adjusted to not more than 1,500 square feet of net lot area per dwelling unit. A draft of the proposed ordinance amendment is attached.

2. Review of Pavement Management Survey

We have recently completed a pavement management study to determine the overall condition of the City's streets and would like to review the results with the Council. Attached please find the study's executive summary. A copy of the complete report can be found on our website at <http://www.ci.lewiston.me.us/DocumentCenter/View/6297>.

# MEMORANDUM

TO: Mayor Robert E. Macdonald  
 Members of the City Council  
 FR: Gildace J. Arsenault, Director of Planning and Code Enforcement  
 RE: Neighborhood Conservation "B" District – Net Lot Area per Dwelling Unit  
 DT: June 16, 2016

## Background

On January 8, 2016, staff investigated a tenant complaint regarding a possible second means of egress violation associated with the third floor apartment located at 22 Wakefield Street. On said date, staff met owners Kevin and Erika Frisbie to discuss the third floor egress and to inspect the entire building. During the inspection, it was discovered that, in addition to a third floor egress deficiency, there was also inadequate egress associated with the second floor rear apartment. The owners recognized that there was a third floor egress problem when they purchased the property on December 10, 2015 and they were planning to address this issue; however, they were not aware that there was inadequate egress with the second floor rear apartment. They were of the opinion that the exterior wall mounted ladder satisfied the required second means of egress for that apartment.

The owners purchased 22 Wakefield Street as a five-unit apartment building. It was listed as a five-unit and is taxed by the City as a five-unit; however, as a result of staff's investigation, it was determined that its lawful use is a four-unit building. At some point in time, a fifth unit was created contrary to the Zoning and Land Use Code and without the required building permits. As a result of the egress issues and the illegal fifth unit, on February 11, 2016 I issued a notice of violation to correct the egress issues and to eliminate one dwelling unit. The egress issues have been abated; however, the owners have not eliminated a unit.

The owners would like to obtain a permit to lawfully establish a fifth apartment; however, the Zoning and Land Use Code will not permit a fifth unit. This 7,500 square foot property is located in the Neighborhood Conservation "B" (NCB) District and the minimum net lot area per dwelling unit for this property is 3,511 square feet; therefore, in order to create a fifth unit, the property would need to have a minimum of 17,555 square feet of lot area. I should note that the use of the property as a four-unit multifamily is lawfully nonconforming with respect to the minimum net lot area per dwelling unit and parking requirements.

On January 26, 2016, the owners met with Mayor Macdonald and me to discuss possible solutions to their problem. We discussed the possibility of the Frisbie's acquiring the adjacent lot located at 28 Wakefield. This vacant 7,500 square foot lot contained a multifamily building that the City condemned in May 2014 and demolished in October

2014. The City has tax liens on this property, the first of which is scheduled to mature on December 18, 2016. Their purchase of this property would address the parking need for a fifth unit; however, the additional land area is insufficient to satisfy the NCB net lot area per dwelling unit requirement. Mayor Macdonald told Mr. and Mrs. Frisbie that he would be willing to ask the Council to initiate an amendment to the Zoning and Land Use Code to consider the reduction of the minimum net lot area per dwelling unit requirement in order to provide the opportunity to legitimize a fifth apartment at 22 Wakefield.

### **Neighborhood Conservation “B” District Provisions**

The space and bulk regulations for the NCB district do not provide a set number for the minimum net lot area per dwelling unit. The following calculation must be undertaken for each and every property in the NCB district to determine net lot area per dwelling unit:

*The required minimum lot area per dwelling unit for any residential use in the NCB district shall be 120 percent of the average lot area per dwelling unit of impacted properties as of the date of adoption of this Code. The maximum number of dwelling units that can be placed on a parcel in the district shall be figured by the following procedures: The total lot area of all developed impacted properties shall be calculated. In determining the total area of the impacted properties, the tax records of the City of Lewiston shall be used unless the applicant or the owner of an impacted property presents definitive evidence to the contrary. The total number of legally existing dwelling units as of the date of adoption of this Code shall be calculated. The total lot area shall be multiplied by 120 percent and then divided by the total number of dwelling units existing on the impacted properties. This figure divided into the lot area of the subject parcel yields the total dwelling units which can be placed on the lot. If less than 50 percent of the impacted properties are in residential use, the minimum lot area per dwelling unit shall be the greater of: (1) One thousand five hundred square feet per dwelling unit; or (2) The minimum area derived by the procedure outlined above.*

Note the definition of an impacted property *means a lot which has frontage on the same street(s) as the lot in question and lies, in whole or in part, within five hundred (500) feet of any property line of the subject lot.*

This calculation is somewhat time consuming and does not represent current density. In order to undertake the calculation, staff must determine the number of units that existed in 1987, calculate the 1987 average lot area per dwelling unit and inflate the area by 120%. This calculation reduces the number of new units allowed by 20%.

### **Possible Solutions**

If the Frisbie’s could acquire 28 Wakefield, the combined land area of 22 and 28 Wakefield would be 15,000 square feet. This would result in a new net lot area of 3,000 square feet per dwelling unit. Minor changes to the methodology to calculate density could result in the minimum net lot area per dwelling unit for 22 Wakefield to go from 3,511 square feet to 2,926 square feet. An amendment resulting in using the current density versus 1987 density

and by not inflating density would permit a fifth unit, assuming that the Frisbie's could acquire 28 Wakefield Street.

A second alternative would be to amend the ordinance whereby the minimum lot area per dwelling unit would be set at 1,500 square feet. This would permit a fifth dwelling unit given that 22 Wakefield contains 7,500 square feet of lot area but parking for a fifth unit would be an issue. A change of this nature could result in higher residential densities in some locations.

The June 2016 map that has been provided shows that the average lot size in the NCB district is 5,000 square feet and that 52% of the developed lots in residential use in the NCB district are comprised of lots with one and two-family dwellings. Forty-eight (48) percent of all other lots in residential use in the NCB district contain more than three dwelling units.

Notwithstanding the minimum net lot area per dwelling unit requirements, density is also limited by other provisions of the Zoning and Land Use Code such as the following space and bulk standards: minimum front setback, minimum front yard, side and rear setback, side and rear yards and maximum lot coverage. The biggest factor that limits the redevelopment and development of lots in the NCB district rests with parking requirements as parking consumes a tremendous amount of land area. Depending upon the number of bedrooms, five to seven parking spaces would be required to construct a new three-unit apartment building. The land area occupied for such parking could consume approximately 2,500 square feet to 3,400 square feet of lot area. A building foot print for a three-unit three story building would likely consume another 1,200 square feet of lot area. Regardless of density provisions, it is not likely that more than a three-unit building could be constructed on a 5,000 square foot lot in the NCB.

Staff will be in attendance at the June 21<sup>st</sup> Council workshop to provide an overview and to help you work through this somewhat complicated land use matter.

**AN ORDINANCE PERTAINING TO NEIGHBORHOOD  
CONSERVATION "B" (NCB) ZONING DISTRICT DENSITY**

**THE CITY OF LEWISTON HEREBY ORDAINS:**

Appendix A of the code of ordinances of the City of Lewiston, Maine is hereby amended as follows:

**APPENDIX A  
ZONING AND LAND USE CODE  
ARTICLE XI. DISTRICT REGULATIONS**

**Sec. 7. Neighborhood conservation "B" district (NCB).**

(a) *Statement of purpose.* The purpose of the neighborhood conservation "B" district is to promote the stability and improvement of older multifamily residential neighborhoods by requiring the development of new buildings or the replacement, reuse or conversion of existing buildings to conform to the type and density of housing existing within the immediate neighborhood. The standards of the district allow multifamily housing while encouraging the upgrading of this housing stock.

**Sec, 23. Space and Bulk Requirements**

*Space and Bulk Table* - Lots in each District shall meet or exceed the following minimum space and bulk standards as noted in the Space and Bulk Standards Table.

(SEE TABLE)

Space and Bulk Table: NCB Density Amendment 05.31.16

<b>Dimensional Requirements (13)</b>	<b>Neighborhood Conservation B (NCB)</b>
Single family detached	
Single family attached	
Two-family dwellings	
Mixed single family residential development (14)	
Mixed residential development (14)	
Multifamily dwellings	
Mixed use structures	
All permitted residential uses	120% of average (26) 1,500 sf

*Space and Bulk Table Notes*

~~(26) The required minimum lot area per dwelling unit for any residential use in the neighborhood conservation "B" district shall be 120 percent of the average lot area per dwelling unit of impacted properties as of the date of adoption of this Code. The maximum number of dwelling units that can be placed on a parcel in the district shall be figured by the following procedures: The total lot area of all developed impacted properties shall be calculated. In determining the total area of the impacted properties, the tax records of the City of Lewiston shall be used unless the applicant or the owner of an impacted property presents definitive evidence to the contrary. The total number of legally existing dwelling units as of the date of adoption of this Code shall be calculated. The total lot area shall be multiplied by 120 percent and then divided by the total number of dwelling units existing on the impacted properties. This figure divided into the lot area of the subject parcel yields the total dwelling units which can be placed on the lot. If less than 50 percent of the impacted properties are in residential use, the minimum lot area per dwelling unit shall be the greater of: (1) One thousand five hundred square feet per dwelling unit; or (2) The minimum area derived by the procedure outlined above. (reserved)~~

**REASONS FOR PROPOSED AMENDMENT**

**CONFORMANCE WITH COMPREHENSIVE PLAN**

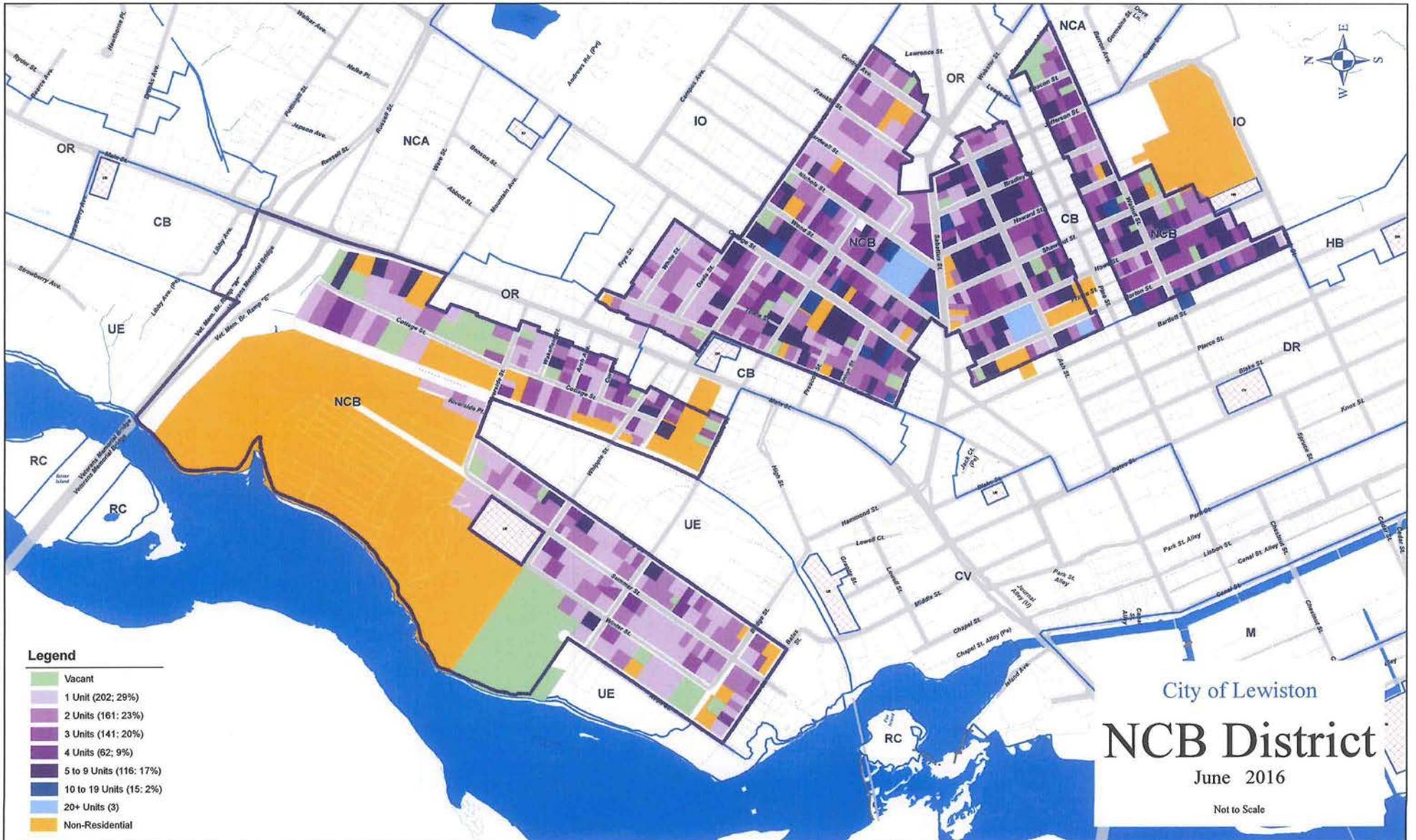
The City Council hereby determines that the changes to the Zoning and Land Use Code are in conformance with the 1997 Comprehensive Plan for the following reasons:

1. Review development review, permitting, and licensing policies and practices to see where they can be streamlined in order to better service the development community (1997 Plan, Economy, Policy 1, Strategy B and C).
2. Encourage orderly growth and development in appropriate areas of the City, while protecting the City's rural character, making efficient use of public services and preventing development sprawl (1997 Plan, Land Use, Goals, #1).
3. Continue to allow a wide range of housing types in Zoning (Long Range Planning, Policy 5, Strategy A).

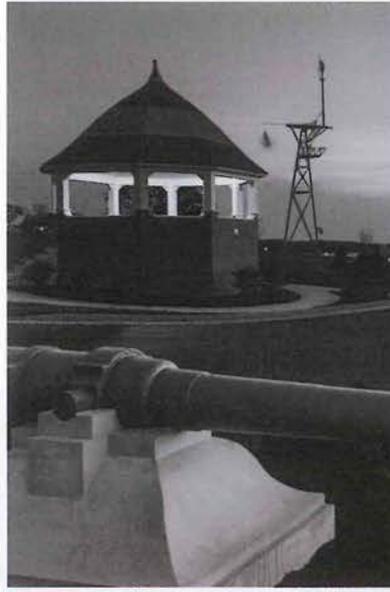
The City Council hereby determines that the changes to the Zoning and Land Use Code are in conformance with the Draft 2016 Comprehensive Plan for the following reasons:

1. Strengthen neighborhoods & expand housing choice: provide a greater range of housing choices to meet the needs of young adults, families, retirees, seniors, immigrants, refugees, and people of different income levels. Housing types should include small-houses, multi-family buildings, live-work units, accessory dwelling units, and single-family homes. A more intentional and diversified housing strategy is critical to the City's quality of life and the economic growth (p. 116).

2. G-5 Infill Growth Sector: Infill Growth Sectors are areas that are mostly or fully built-out in the City's historic development pattern but that still have vacant or underutilized land. Additional growth and development in these areas is desirable due to the presence of existing infrastructure. The plan envisions that most residential and non-residential development over the next ten years will occur in this growth sector. All of these should be rezoned as character-based districts to more easily enable context-appropriate investment in the City center (p. 125).
3. Simplify the rules making it easier to develop or redevelop buildings in a way that respects the character of the neighborhood. Encourage reinvestment in older higher density residential neighborhoods by allowing full utilization of existing buildings and flexible parking requirements (p. 128).
4. Continue to provide and enhance incentive programs for new infill mixed-income housing downtown, requiring a mix of quality subsidized, affordable, and market-rate units (p.173).

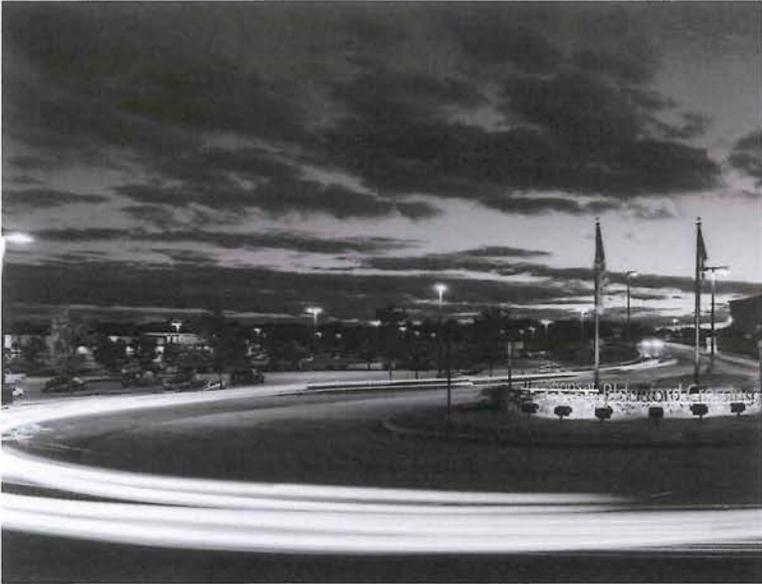


Relationships.  
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Results.



**Pavement  
Management  
Survey  
Lewiston, Maine**

PREPARED FOR:  
City of Lewiston, Maine  
103 Adams Avenue  
Lewiston, ME 04240



February 2016



SUBMITTED BY:  
Gorrill Palmer  
P.O. Box 1237  
15 Shaker Road  
Gray, ME 04039  
207.657.6910

City of Lewiston  
Pavement Management Study  
Lewiston, Maine

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## Appendices

- Appendix A – Existing Pavement Condition Inventory
- Appendix B – M&R Budget Analysis (Graphs)
- Appendix C – Existing Pavement Condition Map
- Appendix D – Cost by Work Type

## Executive Summary

The City of Lewiston retained Gorrill Palmer to complete a pavement condition inventory and report to guide future maintenance and rehabilitation of pavement. The local roads were evaluated in June and July and the collector and arterial roads were evaluated in November of 2015 to obtain Pavement Condition Index (PCI) values. The 2015 existing PCI for the City is 72.04. Overall, the City appears to be doing a good job in maintaining their paved infrastructure. The percent of paved roadway sections in “fair” or better condition is about 77%.

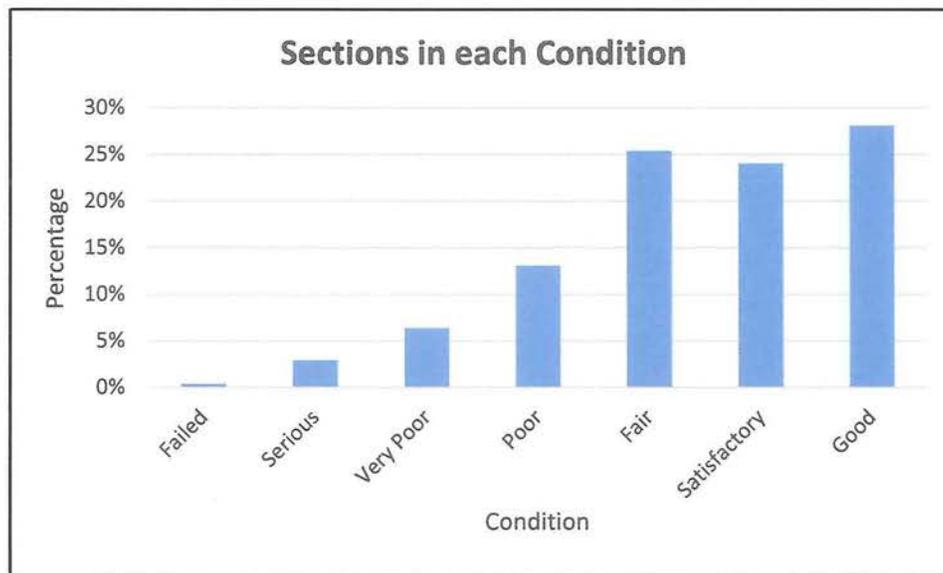


Figure 1 - Sections in each Condition

MicroPaver software, which can model pavement deterioration and maintenance over time, was used to predict pavement conditions over the next 10 years (2016 – 2025) based on different levels of annual funding. The City currently budgets approximately \$2,000,000 annually for roadway paving, which, when continued over the next 10 years, results in a slight decrease in the overall average PCI value. The MicroPaver software projects that annual expenditures of about \$2,815,000 would maintain the current average PCI of 72.04 through 2025.

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 21, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Resolve Accepting a USTA (United States Tennis Association) New England Equipment Grant for the purpose of supporting the Lewiston Recreation Youth Tennis program for Ages 4-18.

**INFORMATION:**

USTA New England has awarded a grant to the Recreation Division to supply 36 red foam balls, 36 orange felt balls, 2 18' pop up nets for 36' court, and 2 sets of throw down court lines in support of the Recreation Division's summer youth Tennis Program. This resolve will accept this grant and express the City's appreciation to the USTA.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve accepting a USTA (United States Tennis Association) New England Equipment Grant for the purpose of supporting the Lewiston Recreation Youth Tennis program for Ages 4-18.



June 10, 2016

**COUNCIL RESOLVE**

Resolve, Accepting a USTA (United States Tennis Association) New England Equipment Grant for the purpose of supporting the Lewiston Recreation Youth Tennis program for Ages 4-18.

Whereas, USTA New England has awarded a grant to the Recreation Division to supply 36 red foam balls, 36 orange felt balls, 2 18' pop up nets for 36' court, and 2 sets of throw down court lines; and

Whereas, this Grant will support the instructional format for the summer youth Tennis program within the Lewiston Recreation Division Tennis Program; and

Whereas, USTA New England is dedicated to community outreach and supporting youth tennis programs and is thankful to the Recreation Division for its commitment to growing youth Tennis in Lewiston, Maine!

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

the City Administrator is authorized to accept a grant from USTA New England for tennis balls, tennis nets, and tennis lines with a value of \$316.50 for equipment for instruction for the youth Tennis Program.

**Be it Further Resolved that**

the City Council expresses its thanks and appreciation to USTA New England for its contribution.

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 21, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Amendment to the Traffic Schedule regarding a winter parking ban for a portion of the odd numbered side of Baird Avenue.

**INFORMATION:**

The Public Works Department is requesting this change due to issues with snow removal on this street. The road becomes quite narrow with vehicles on both sides of the street and makes it difficult to plow. The Public Works Committee has reviewed the request and has endorsed it.

The Police Department is recommending that parking be prohibited on a portion of the odd numbered side of Baird Avenue during the winter months.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*GAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To adopt the proposed amendments to the Traffic Schedule for Baird Avenue to prohibit parking on a portion of the odd numbered side of the street, as outlined on the attached memorandum.



## POLICE DEPARTMENT

Sgt. Robert Ullrich  
Administrative Sergeant



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**DATE:** June 7, 2016  
**TO:** Traffic Schedule Review  
**FROM:** Sgt. Robert Ullrich

**Subject:** Traffic Schedule Amendment request (Baird Avenue)

The following traffic Schedule Amendment is at the request of Lewiston Public Works. Over the past several years public works has been receiving request to remove snow from Baird Avenue in the area of Holy Cross Church. During the winter months Baird Avenue can become very narrow which makes it difficult for residents to pass through the area. Lewiston Public Works plow operators often have a difficult time plowing Baird Avenue with vehicles parked on both sides of the street.

This issue was discussed amongst members of the public works committee and was identified as a problem that should be addressed through a change in the traffic schedule.

I have gone to Baird Avenue and assessed the area of concern. I found that the above issue can be resolved through posting the odd side (Easterly side) of Baird Avenue beginning at the intersection of Lisbon St and extending northerly 288 feet utilizing the Traffic Schedule Section 17 Parking – Prohibited – Odd Numbered – Winter. The remaining section of Baird Avenue to Biron Avenue already has a no parking anytime restriction (Traffic Schedule Section 9 Parking Prohibited all Times – Fire Lanes).

**Traffic Schedule Change:**

**Add:**

**Traffic Section 17:** Parking Prohibited – Odd Numbered – Winter (Code Section 70-155)

**Baird Avenue:** Beginning at the South Easterly Corner of Baird Avenue and Lisbon Street (Odd numbered side) and extending northerly on Baird Avenue a distance of 288'.

If this amendment is approved, this would require Public Works Department to erect sign(s) and/or marking(s) designating the above change.

Respectfully Submitted,

Sgt. Robert P. Ullrich



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171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007  
[www.lewistonpd.org](http://www.lewistonpd.org)



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability



# POLICE DEPARTMENT

Sgt. Robert Ullrich  
Administrative Sergeant



## Baird Avenue Winter no parking

Parking Prohibited – Odd  
Numbered – Winter



Parking Prohibited – Odd  
Numbered – Winter



[www.lewistonpd.org](http://www.lewistonpd.org)



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

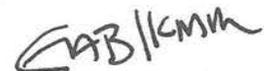
Resolve Accepting and appropriating the FY2016 Homeland Security Grant award of \$163,131.53.

**INFORMATION:**

The City is annually eligible for a Homeland Security Grant Award that must be used in accordance with the requirements of the program. This year, the City will receive \$162,131.53 in funding. Fire Chief Paul LeClair has identified uses for these funds that match program requirements. A list of the proposed uses is attached. This Resolve will accept and appropriate this grant.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve accepting and appropriating the FY2016 Homeland Security Grant award of \$163,131.53.



# City of Lewiston Maine

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June 21, 2016

**RESOLVE,** Accepting and Appropriating the FY2016 Homeland Security Grant Award of \$163,131.53.

Whereas, the City has been notified that it will be awarded \$162,131.53 in Homeland Security Grant Funding; and

Whereas, the Fire Chief has prepared a proposed list of equipment and training to be supported by these funds and which meet the requirements of this program; and

Whereas, the proposed expenditures have been presented to the City Council and the City Administrator; and

Whereas, we anticipate the Maine Emergency Management Agency will approve the proposed uses of these funds;

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

The FY2016 Homeland Security Grant Award is hereby accepted and appropriated in accordance with the equipment and training outlined on the attached June 13, 2016 memorandum from Fire Chief Paul LeClair to City Administrator Edward Barrett.

# Lewiston Fire Department



Paul M. LeClair  
Fire Chief

Bruce H. McKay  
Assistant Chief



June 13, 2016

To: Administrator Barrett

From: Chief LeClair

## Re: 2016 Homeland Security Grant Award

The City of Lewiston has been awarded 2016 Homeland Security Grant Program funding through the Maine Emergency Management Agency. Lewiston is one of six Metro Cities in the State of Maine to receive Homeland Security Grant funding to improve preparedness and response capabilities for Homeland security related events. Grant funds were awarded from the following programs.

- \$120,921.30 from the State Homeland Security Program (SHSP)
- \$42,210.23 from the Law Enforcement Terrorism Prevention Program (LETPP)
- **Total Grant award: \$163,131.53**

The following equipment and training projects meet the Homeland Security Grant criteria:

- **Fire Department Self Contained Breathing Apparatus** **\$35,000.00**  
*The grant funding will provide for air tanks, calibration of air pack testing equipment and accessories for the air pack masks.*
- **Fire Department Hazardous Materials Operations Training** **\$5,400.00**  
*Hazardous Materials Operations Training is an annual requirement for Firefighters. The training is provided by a certified trainer recognized by the Maine Emergency Management Agency.*
- **Cobra Team Equipment & Training** **\$36,000.00**  
*Lewiston and Auburn provide matching funding to support training and equipment needs of the Cobra Team.*
- **Fire Department Laptops for Emergency Vehicles** **\$15,000.00**  
*The grant funding will provide for the replacement of the Mobile Data Terminals in Fire Department vehicles. The current inventory of MDTs are aged and require upgrade.*

- **Surveillance Network Maintenance and Upgrades** **\$25,000.00**  
*The grant funding will provide for the upgrade, maintenance and replacement of various surveillance network components; service, access controls, servers and cameras.*
  
- **Lewiston Auburn Water Treatment Facility Security** **\$22,000.00**  
*The grant funding will provide for the upgrade, maintenance and replacement of various surveillance network components.*
  
- **Lewiston Public Safety Radio Equipment** **\$24,630.00**  
*Public Safety Portable and Mobile Radios for emergency vehicles.*

I am requesting approval to submit grant applications to the Maine Emergency Management Agency for the projects listed. Once MEMA accepts the applications we will receive an MOU for Council approval.

**Background:** Since 2004 the City of Lewiston has been awarded Homeland Security Grant Funding for equipment, training and practical skill exercises. Grant applications are submitted to the Maine Emergency Management Agency for review and approval. Applications are drafted based on the strict guidelines published by the US Department of Homeland Security.

Prior projects that have been funded by Homeland Security Grants include:

- Lewiston Public Safety Agency radios, repeaters and towers
- IMC Records Management Software and computer hardware
- Surveillance and Access equipment for City and School facilities
- Lewiston High School Generator (Shelter)
- Haz-Mat Team equipment and training
- Public Safety exercises
- Lewiston City Hall Generator and UPS Backup
- Air Packs for Fire and Cobra Team
- 911 Communications Center Equipment and Software
- Public Works Training Center

[http://www.maine.gov/mema/homeland/home\\_grants\\_current.shtml](http://www.maine.gov/mema/homeland/home_grants_current.shtml)

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Order authorizing the City Administrator to execute a Joint Development Agreement with Central Maine Real Estate Investments, Inc. for the redevelopment of 147 Sabattus Street.

**INFORMATION:**

The City took possession of 147 Sabattus Street, a property consisting of two buildings and ten residential units, in February 2013 due to matured tax liens. Since then, there have been a number of efforts to return this property to private ownership and have it redeveloped. To date, none of this efforts have come to fruition. Recently, the City was approached by Central Maine Real Estate Investments, which offered \$500 to purchase the property subject to the City providing certain assistance in its redevelopment.

The developer is estimating a total project cost of \$376,000 and has requested a property tax break over the first three years at 100% year one, 50% year two, and 25% year three. Assessing estimates that the property would be assessed at \$230,000 after renovation with annual property taxes of \$6,334.20. Absent this redevelopment, the City will likely be required to demolish the buildings on this property at an estimated cost of between \$47,100- 55,900.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/Kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute a Joint Development Agreement with Central Maine Real Estate Investments, Inc. for the redevelopment of 147 Sabattus Street.



**EXECUTIVE DEPARTMENT**

**Edward A. Barrett, City Administrator  
Phil Nadeau, Deputy City Administrator**

June 9, 2016

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: 147 Sabattus Street

The City took possession of 147 Sabattus street in February 2013 due to matured tax liens. The property includes two buildings with a total of ten residential units.

Shortly thereafter, we were approached by a group seeking to acquire and renovate the property. Given this interest, the City took proposals for its sale, and this group provided the only bid. In order to finance the improvements, the group needed to have a clear title satisfactory to their lending institution. To address this, the City worked to clear the title. Unfortunately, that process was exceptionally time-consuming, lasting over 1 year until the spring of 2015.

Once the title was cleared, the interested party did a full re-evaluation of the project given the additional deterioration that had occurred, and withdrew its interest.

In the fall of 2015, we issued a second RFP for redevelopment based on several inquiries about the property. While two parties expressed potential interest, no proposals were received. Since then, several other parties have expressed interest, but no specific proposals were received until recently.

In April, Central Maine Real Estate Investments, Inc. submitted a formal proposal to acquire the property (copy attached). Under that proposal, the company would renovate the complex retaining the existing ten units, with 7 one bedroom and 3 two bedroom apartments. Two of the first floor apartments would be ADA accessible. They are estimating a total project cost of \$376,000 and have offered to pay \$500 for the property. They have also, however, requested a property tax break over the first three years at 100% year one, 50% year two, and 25% year three – in effect a TIF.

Assessing estimates that the property would be assessed at \$230,000 after renovation. Using that number and the tax rate that will be in effect next year, annual taxes would be: \$6,334.20.

The tax implications of this proposal are as follows:

Year	Tax	Rebate to Developer	Net to City
FY 17	\$0	\$0	\$0
FY 18	6,334.20	3,167.10	3,167.10
FY 19	6,334.20	1,583.55	4,750.65

Note that since the City owned the property as of 4-1-16, it will not be taxed for FY 17. The first tax bill would be due as of 9-17.

In checking with Code, we have had no experience with this developer to date.

#### Recommendation

At this point, we have nothing to lose by trying one last time to see this property redeveloped. Given this, I would recommend that staff be authorized to enter into a joint development agreement substantially reflecting the terms and conditions proposed by Central Maine Real Estate Investments. A draft of such an agreement is attached.

While the developer has proposed a TIF, the time and paperwork involved in one can be avoided through the development agreement. The basic approach is that, upon payment of taxes due, the City would rebate the appropriate percentage to the developer. Note that under state law, we cannot provide an up-front tax credit; however, there is nothing that prohibits us from simply rebating a percentage of taxes paid as part of the overall development agreement.

Demolition costs for this property are estimated to be between \$47,100- 55,900.

If you have any questions, please let me know.



COUNCIL ORDER

**Order,** Authorizing the City Administrator to Execute a Joint Development Agreement with Central Maine Real Estate Investments, Inc. for the Redevelopment of 147 Sabattus Street.

Whereas, the City took possession of 147 Sabattus Street, a property consisting of two buildings and ten residential units, in February 2013 due to matured tax liens; and

Whereas, after taking proposals for its sale, a single bid was received from a group that was unable to immediately take possession since the City could not provide a clear title to the property by virtue of the tax foreclosure process; and

Whereas, the City subsequently took steps to clear the title through court action which, unfortunately, was a lengthy process during which the property continued to deteriorate; and

Whereas, other potential developers expressed interest in this property, and the City once again took proposals for its sale, this time receiving no formal bids; and

Whereas, recently we were approached by Central Maine Real Estate Investments which offered \$500 to purchase the property subject to the City providing certain assistance in its redevelopment; and

Whereas, the developer has proposed renovating the complex and retaining the existing ten units, with 7 one bedroom and 3 two bedroom apartments; and

Whereas, the developer is estimating a total project cost of \$376,000 and has requested a property tax break over the first three years at 100% year one, 50% year two, and 25% year three; and

Whereas, Assessing estimates that the property would be assessed at \$230,000 after renovation with annual property taxes of \$6,334.20; and

Whereas, absent this redevelopment, the City will likely be required to demolish the buildings on this property at an estimated cost of between \$47,100- 55,900;

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

The City Administrator is hereby authorized to execute Joint Development Agreement with Central Maine Real Estate Investments, Inc. for the Redevelopment of 147 Sabattus Street in a form substantially as attached hereto.

## JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of this \_\_\_\_ day of June, 2016 by and between THE CITY OF LEWISTON, a body politic and corporate situated in Androscoggin County, Maine (hereinafter referred to as the “City,” which expression shall include its successors and assigns), and Central Maine Real Estate Investments, Inc., (hereinafter referred to as the “Developer,” which expression shall include its successor and assigns) (the “Developer”).

### BACKGROUND

- A. City owns real property located at 147 Sabattus Street within the City and more fully described in the attached Exhibit A (the “Property”).
- B. The Developer’s intended rehabilitation and reuse of the Property will involve the investment of substantial financial resources in the Property by the Developer.
- C. The City Council, as the legislative body of the City, has determined that the Developer’s intended rehabilitation and commercial use of the Property will substantially benefit the City and will:
  - i) restore the Property to good repair;
  - ii) return an empty building to active use;
  - iii) generate increased tax revenue for the City; and
  - iv) contribute to the economic revitalization of the City.
- D. The Developer has requested the City’s assistance in minimizing its costs of redeveloping the Property, in the form of stable property taxes assessed on the Property during the Developer’s period of redevelopment and initial use of the Property.
- E. The City has agreed to provide this assistance, subject to the terms and conditions of this Agreement.

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

## AGREEMENT

### 1. DEVELOPER'S OBLIGATIONS

As conditions of the City's undertakings and assistance described in this Agreement, the Developer covenants to perform the obligations set forth in this section (the "Developer's Obligations").

- 1.1. Developer's Obligation to Purchase the Property. Developer to purchase property at 147 Sabattus Street for \$500.00 from the City, payable at signing. City will provide Developer with Warranty Deed.
- 1.2. Developer's Obligation to Complete the Project. Not later than July 31, 2017, the Developer will complete the renovations and rehabilitation to the Property described in the attached Exhibit B Scope of Work, which is incorporated into this Agreement by reference "the Project."
- 1.3. Developer's Minimum Investment. Developer's total investment in the Project shall not be less than \$350,000.00, including professional services such as architects, engineers, and consultants, as well as compensation to Developer's manager(s) and employee(s). Developer's investment may include expenses incurred by the Project that predate this Agreement. In addition to the minimum investment required by this subsection, Developer shall expend any additional resources necessary to complete the Project by July 31, 2017.
- 1.4. Developer to Comply with City Land Use Code and Ordinances. Nothing in this Agreement shall be deemed a waiver of the City's Land Use Code and Ordinances (the "City Code"). The Developer shall at all times abide by these requirements, and shall construct the Project in accordance with the City Code, and shall maintain the Property in accordance with the criteria in the.

### 2. CITY'S OBLIGATIONS

In light of the expected contributions of the Project to the City's economic revitalization, the City will undertake the following responsibilities (collectively, the "City's Obligations"), subject to the Developer's ongoing satisfaction of the Developer's Obligations:

#### 2.1. Reimbursement of Taxes.

- 2.1.1. Provided that the Developer continues to satisfy the requirements of the Agreement, and otherwise is not in Default under this Agreement, the City agrees that for the 2017 tax year, no property taxes will be assessed against the property and for the 2018, and 2019 Tax Years, the City will reimburse the Developer for any property taxes paid on the Property according to the formula described in this Section. The term "Tax Year" means the municipal tax year which begins on July 1<sup>st</sup> after the preceding April 1

assessment date in that same calendar year and which ends on the following June 30. For example, the Tax Year beginning July 1, 2016 and ending June 30, 2017 shall be herein referred to as the 2017 Tax Year.

2.1.2. For each Tax Year, the Developer shall continue to pay taxes to the City based upon the Actual Valuation and Applicable Mill rate.

2.1.3. Within 30 days after the Developer pays its property taxes in each Tax Year, the City shall pay the Reimbursement to the Developer on the following schedule: In Tax Year 2017, no property taxes are due; in Tax Year 2018, 50% of the property taxes paid will be reimbursed to the Developer; and in Tax Year 2019, 25% of the property taxes paid will be reimbursed to the Developer.

2.2. Termination of Reimbursement. Beginning with the 2020 Tax Year, the Reimbursement will cease.

### 3. PROJECT CONDITIONS

In addition to the Developer's Obligations and the City's Obligations, if any of the following conditions are not satisfied, this Agreement shall terminate and the parties shall have no further obligations hereunder (each a "Project Condition"):

#### 3.1. Default and Remedies.

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

3.1.1.1. Abandonment of Project. Developer shall abandon the Project or otherwise fail to complete the Project as described in Exhibit B.

3.1.1.2. Failure to Pay Taxes. Developer shall fail to make full payment of all municipal taxes assessed upon real or personal property of Developer included in the Project when due.

3.1.1.3. Other Failures to Perform. Any other failure by a party, other than a payment failure, to observe and perform in all material respects any covenant, condition, agreement, or provision contained herein on the part of the party to be observed or performed, including the Developer's Obligations and the City's Obligations.

3.1.1.4. Events of Insolvency. An Event of Insolvency shall occur if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of any insolvency, readjustment of debt, marshaling of assets and liabilities, or similar proceedings, or for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to

the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the party.

- 3.1.2. Remedies on Default. Whenever any Event of Default (a) other than a payment failure shall have occurred and be continuing for a period of thirty (30) days after a party's receipt or refusal of written notice of such Event of Default by the party or, (b) in the case of a payment failure, continues beyond any applicable grace period, if any, the other party may, in its discretion, (1) obtain all available remedies for such Default, including but not limited to requiring performance or observance of any obligations, agreements, or covenants of the defaulting party under this Agreement and any documents, instruments, and agreements contemplated hereby; (2) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured; and/or (3) declare an Event of Default to exist and terminate this Agreement and its obligations under this Agreement. Developer agrees to pay the City's expenses, including reasonable attorneys' and paralegal fees, incurred in connection with enforcing this Agreement or as a result of an Event of Default by Developer.
- 3.1.3. Remedies Cumulative. No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies. Each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity, or by statute. Delay or omission to (a) exercise any right or power accruing upon any Event of Default, (b) insist upon the strict performance of any covenant or agreement herein set forth, or (c) exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the other party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.
- 3.1.4. Indemnification. Developer agrees that it will at all times indemnify and hold harmless the City and each officer or employee of the City against any and all losses, costs, damages, expenses and liabilities of whatever nature including, but not limited to, reasonable attorney's and paralegal fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, directly or indirectly resulting from, arising out of, or related to any Claims against them in connection with this Agreement. The term "Claims" shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatever nature against the City relating in any manner to the actions or omissions of Developer in connection with the development of the Project and Developer's performance under this Agreement

including, but not limited to, claims, lawsuits, causes of action, and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City or any other person and all property owned or claimed by the City, Developer, any affiliate of Developer, or any other person). To the extent the City's negligent acts or omissions give rise to the Claims, the Developer shall not be required to indemnify the City.

Developer's obligations under this Section apply regardless of when the Claims arise. This includes Claims that may arise after this Agreement is terminated. Developer's obligations under this Section shall be ongoing, regardless of whether Developer assigns or transfers any of its rights or interests in the Property, and regardless of whether the City assigns or transfers its rights under this Agreement. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement. The foregoing indemnification shall not apply to any action brought by Developer to enforce this Agreement or to realize the benefit of this Agreement.

#### 4. MISCELLANEOUS

- 4.1. Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.2. Integration. Except as otherwise expressly provided herein, this Agreement contains the entire agreement between the parties hereto, and no modification, amendments, change or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing, signed by all parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against who such waiver is asserted. The parties agree that they will not assert in any action arising under this Agreement that an amendment or waiver of this Agreement has occurred unless made in writing.
- 4.3. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given, made, or sent hereunder shall be in writing, signed by the party giving or making the same, and shall be by hand delivery or sent by certified mail to the other at its respective address stated above. Any party hereto shall have the right to change the place to which any such notice, offer, demand, or writing shall be sent to it by similar notice sent in like manner to the other party. The date of receipt or rejection of any offer, demand, notice, or instrument shall be deemed to be the date of such offer, demand, notice, or instrument and shall be effective from such date.
- 4.4. Choice of Law; Jurisdiction. It is the intention of the parties to this Agreement that this Agreement, the performance under this Agreement, and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of Maine and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Maine shall be applicable and shall govern to the exclusion of law of any

other forum. The parties agree to the jurisdiction of the courts of the State of Maine or of the United States of America located in the State of Maine and agree that any action relating to this Agreement shall be brought in either such court.

- 4.5. Effective Date and Term. This Agreement shall remain in full force from the date of execution of this Agreement and shall expire upon the performance by the City and Developer of their respective obligations under this Agreement unless sooner terminated as provided in this Agreement.
- 4.6. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 4.7. Assignability. Developer shall not have the right to transfer or assign all or any portion of its rights in, to, and under this Agreement at any time unless the City, by its City Administrator, consents to the same, which consent shall not be unreasonably withheld.
- 4.8. Parties in Interest. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the City and Developer any right, remedy, or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.
- 4.9. No Personal Liability of Officials of the City. No covenant, stipulation, obligation, or agreement of the City contained herein shall be deemed to be a covenant, stipulation, or obligation of any present or future elected or appointed official, officer, agent, servant, or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.
- 4.10. Section Headings. The title to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 4.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

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

[SIGNATURE PAGES FOLLOW]

CITY OF LEWISTON

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Edward A. Barrett  
Its: City Administrator

STATE OF MAINE  
ANDROSCOGGIN, SS.

June\_\_\_\_, 2016

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

\_\_\_\_\_  
Notary Public/Attorney-at-Law

CENTRAL MAINE REAL ESTATE INVESTMENTS,  
INC.

\_\_\_\_\_  
WITNESS

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

STATE OF MAINE  
ANDROSCOGGIN, SS.

June\_\_\_\_, 2016

Personally appeared before me the above-named of Central Maine Real Estate Investments, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Central Maine Real Estate Investments, Inc.

\_\_\_\_\_  
Notary Public/Attorney-at-Law

EXHIBIT A  
PROPERTY DESCRIPTION

EXHIBIT B  
PROJECT DESCRIPTION/SCOPE OF WORK

Renovation of 147 Sabattus Street:

The renovation of the structures will include a variety of projects that include, but are not limited to, an updating of bathrooms, reflooring where appropriate, updating of kitchen, painting where appropriate, plumbing repairs and updates, heating repairs and updates, and general repairs and maintenance.

**EXTERIOR:**

**General:**

1. Fix any soffit and fascia board as needed;
2. Install new dusk to dawn exterior lighting at all doorways;
3. Remove and replace both porches. ADA ramp and stairs to Carriage House;
4. Repair wood fencing;
5. Install new front doors;
6. Remove chimneys, cap roof, make water tight and be prepared for roofers; and
7. Install security cameras for construction phase, remove upon CO.

Item	Location	SKU	Color
Kitchen cabinets	All units	TBD	TBD
Bathroom vanities	All units	TBD	TBD
Tub – Shower	All units		White
VCT Tile	All floors		White
Pre-hung interior doors	All interior doors		Semi Gloss
Roof Shingles			Black

**Foundation:**

1. Repair front of the carriage house; and
2. New basement floor in front house.

**Roof:**

1. Rip off existing roof and replace with 30 year arch shingles (asphalt color); and
2. Inspect and make sure all vents stacks and roof vents are sealed correctly.

**Landscape:**

1. Remove shrubs in front;
2. Remove marked trees and trim all others to property line;
3. Clean front and back yards and remove debris;
4. Install drip edge stone w/weed fabric; and
5. Re-seed all grass areas.

## **INTERIOR:**

### **Demo:**

1. All 10 kitchen count tops, backsplash and cabinets;
2. Remove carpet and vinyl flooring in the house;
3. Demo all bathrooms;
4. Remove all toilets;
5. Remove all trash in both house (basement incl. old boilers);
6. Removal all doors; and
7. Enlarge all door rough open in units 1 & 2 for 3-0 doors in Carriage House.

### **General:**

1. Install fire rated door at entrance to all units;
2. Install new interior doors, all units;
3. Prep all floors for VCT tile;
4. Install all interior door hardware. Note ADA hardware for the 2 units;
5. Patch walls/ceilings;
6. Prep and paint all rooms per color scheme; and
7. Install new VCT floors in the living room, kitchen, dining room, entry way....

### **Windows:**

1. Replace 37 windows, contractor to supply sample;
2. Replace all damaged/missing screens on all other windows; and
3. Clean all windows and make sure they operate properly.

### **Kitchens:**

1. Upgrade electrical per code, counter top areas, stove, refrigerator;
2. Repair walls, prep for paint;
3. Install new kitchen cabinets, all units;
4. Install new counter tops;
5. Install new top mount stainless steel sink;
6. Install new faucet;
7. Install 5" recessed can light over sinks on separate switch;
8. Paint as per color scheme; and
9. Clean kitchen cabinets thoroughly, remove any cabinet liners.

### **Baths:**

1. Electric per code;
2. Install new vanity, sink top;
3. New faucet;
4. New toilet;
5. New tub-shower;
6. New shower valve;
7. Prep for paint;
8. Tile floor; and
9. Install new lighting.

**Bedrooms:**

- 1. Electric per code;
- 2. Prep for paint; and
- 3. Paint per color scheme.

**Plumbing:**

- 1. Locate water main in Carriage house;
- 2. Check sewer mains;
- 3. Remove all existing plumbing, all kitchens and bathrooms, replace per code;
- 4. Install new gas hot water heaters per code; and
- 5. New angle stops on all water lines in kitchens and baths.

**Electrical:**

- 1. Check panels & repair/replace as needed;
- 2. Install smoke and carbon monoxide detectors per code throughout;
- 3. Upgrade all wiring as needed per code;
- 4. Provide breaker in each panel for heat pumps; and
- 5. Install all light fixtures throughout both houses.

**HVAC:**

- 1. Install new heat pump system in all units.

**Paint:**

- 1. Paint entire interior and exterior house per color scheme.

Color	Location	Color Code	Finish
TBD	Exterior	TBD	Flat
Extra White (Sherwin Williams)	Exterior trim	7006	Flat
Black	Fire escape	Not provided	
Extra White (Sherwin Williams)	All ceilings	7006	Flat
Navajo White (Sherwin Williams)	Bathrooms	SW 6126	Semi Gloss
Navajo White (Sherwin Williams)	Living/Dining/Halls/ Kitchen/Bathrooms	SW 6126	Eggshell
Extra White (Sherwin Williams)	All trim & doors	SW 7006	Semi Gloss

# Central Maine Real Estate Investments. Inc. John Bennett

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298 Merrill Hill Rd Greene, Maine 04236 | 207-577-5426 | jjbj@roadrunner.com

**April 2, 2016**

Norman Beauparlant, Director of Budget/Purchasing  
City of Lewiston  
City Hall, 27 Pine Street  
Lewiston ME 04240

**Dear Mr. Norman Beauparlant and City Council**

I John Bennett President of Central Maine Real Estate Investment, Inc. is submitting this proposal for the purchase of the following property.

**Property:** 147 Sabattus Street

**Approximate Acreage:** 0.19 acres

**Map/Lot:** 195-219

**Zoning:** NCB

Our intention to this property is to bring it back to its previous use as outlined in the attached scope of work plan for this property. The one major changes to the property is to make it ADA assessable for the two, one bedroom units on the first floor of the carriage house. Other than this change the property will remain as a residential complex of 10 units. 7 one bedroom and 3 two bedroom apartments.

It is the company's mission to provide low to middle income families with newly renovated, affordable housing in the local area. Central Maine Real Estate Investments, Inc. primarily deal with the wholesale market segment and take the opportunity to invest deeply discounted real estate. The company maintains high integrity on all promised timelines and quality assurances.

**Sincerely,**

**John Bennett**

After many weeks of careful planning for this property and talking with all of our contractors to complete this project to the caliber of what is envisioned. We are estimating this project is going to cost \$376,000 dollars.

Purchase Price: \$500.00 Five Hundred Dollars 00/100

Property tax credit for the fiscal year 2017. July 1, 2016 thru June 30, 2017 100%

Fiscal year 2018. July 1, 2017 thru June 30, 2018 50%

Fiscal year 2019. July 1, 2018 thru June 30, 2019 25%

Full assessed Value for the fiscal year 2020.

Completion of this project is 10 to 12 months. Complete and rent out the Carriage house then complete the front building. All exterior work to be completed prior to any occupants.

This property will be a non-smoking campus with a minimum of 50 % of rents will be at housing assistance rates.

If the City of Lewiston accepts this proposal for CMRI to purchase this property in writing. Central Maine Real Estate Investments, Inc. will in 10 business day provide evidence of financial capacity to complete this project.

Example of our non ADA bathrooms



Examples of our the non ADA kitchens



# Scope of Work

147 Sabattus Street Lewiston Me

## EXTERIOR:

### General:

1. Fix any soffit and fascia board as needed
2. Install new dusk to dawn exterior lighting at all doorways
3. Remove and replace both porches. ADA ramp and stairs to Carriage House
4. Repair wood fencing
5. Install new front doors
6. Remove chimneys, cap roof, make water tight and be prepared for roofers
7. Install security cameras for construction phase, remove upon CO

Item	Location	SKU	Color
Kitchen Cabinets	All Units	TBD	TBD
Bath room vanities	All units	TBD	TBD
Tub - Shower	All units		White
VCT Tile	All floor		White
Pre-hung interior doors	All interior doors		Semi Gloss
Roof Shingles			Black

### Foundation

1. Repair front of the carriage house
2. New basement floor in front house

### Roof:

1. Rip off existing roof and replace with 30 year arch shingles (Asphalt color)
2. Inspect and make sure all vents stacks and roof vents are sealed correctly

**Landscape:**

1. Remove shrubs in front
2. Remove marked trees and trim all others to property line
3. Clean front and back yards and remove debris
4. Install drip edge stone w/weed fabric
5. Re-seed all grass areas

**INTERIOR:****DEMO:**

1. All 10 Kitchen counter tops, backsplash and cabinets
2. Remove carpet and vinyl flooring in the house
3. Demo All bathrooms
4. Remove all toilets
5. Remove all trash in both house (basement incl. old boilers)
6. Remove all doors
7. Enlarge all door rough open in units 1 & 2 for 3-0 doors in Carriage house

**GENERAL:**

1. Install fire rated door at entrance to all units
2. Install new interior doors, all units.
3. Prep all floors for VCT tile
4. Install all interior door hardware. Note ADA hardware for the 2 units
5. Patch walls/ceilings
6. Prep and paint all rooms per color scheme
7. Install new VCT floors in the living room, kitchen, dining room, entry way...

**WINDOWS:**

1. Replace 37 windows contractor to supply sample
2. Replace all damaged/missing screens on all other windows
3. Clean all windows and make sure they operate properly

**KITCHENS:**

1. Upgrade electrical per code, counter top areas, stove, refrigerator
2. Repairs walls, prep for paint
3. Install new Kitchen cabinets, all units
4. Install new counter tops
5. Install new top mount Stainless steel sink
6. Install new faucet
7. Install 5" recessed can light over sinks on separate switch
8. Paint as per color scheme.
9. Clean kitchen cabinets thoroughly, remove any cabinet liners

**BATHS:**

1. Electric per code
2. Install new vanity, Sink top
3. New Faucet
4. New toilet
5. New tub-shower
6. New shower valve
7. Prep for paint
8. Tile floor
9. Install new lighting

**BEDROOMS:**

1. Electric per code
2. Prep for paint
3. Paint per color scheme

**PLUMBING:**

1. Locate water main in Carriage house
2. Check sewer mains
3. Remove all existing plumbing, all kitchens and bathrooms replace per code
4. Install new gas hot water heaters per code
5. New angle stops on all water lines in kitchens and baths

**ELECTRICAL:**

1. Check panels & repair/replace as needed
2. Install smoke and carbon monoxide detectors per code thru out
3. Upgrade all wiring as needed per code
4. Provide breaker in each panel for heat pumps.
5. Install all light fixtures throughout both houses

**HVAC**

1. Install new heat pump system in all units

## PAINT

1. Paint entire interior and exterior house per color scheme

Color	Location	Color Code	Finish
TBD	Exterior	TBD	Flat
Extra White Sherwin Williams	Exterior Trim	7006	Flat
Black	Fire escape	Not Provided	
Extra White (Sherwin Williams)	All ceilings	7006	Flat
Navajo White (Sherwin Williams)	Bathrooms	SW 6126	Semi Gloss
Navajo White (Sherwin Williams)	Living/ Dining/ Halls, Kitchen, Bedrooms	SW 6126	Eggshell
Extra White (Sherwin Williams)	All Trim & Doors	SW 7006	Semi Gloss

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Public Hearing for approval of an outdoor concert at the Amphitheater at Simard Payne Park.

**INFORMATION:**

The City is hosting a Grand Opening at the Ampitheater in Simard Payne Park and has submitted an application requesting permission to hold an outdoor concert on City property. They plan to hold outdoor musical entertainment at Simard Payne Park on Friday, June 24.

Per the City Code, an outdoor concert cannot be held on city property without approval by a majority of the Council after a public hearing. Staff recommendations are being sought from the Recreation Division, Police Department, Fire Department, Code Enforcement/Health Officer and the Land Use Code Officer for compliance.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*E. ARS/KMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To conduct a public hearing on an application from the City of Lewiston for the outdoor music concert to be held at Simard Payne Park on Friday, June 24, and to authorize a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to the City of Lewiston for the outdoor concert, contingent upon positive recommendations from the Recreation Division, Police Department, Fire Department, Code/Land Use Officer and Code/Health Officer regarding compliance with all regulations, and compliance with all City ordinances.

CITY OF LEWISTON - EVENT APPLICATION

GENERAL EVENT INFORMATION (Section 1)

EVENT and/or PARK USE ONLY INFORMATION

6-24-16

Event Name: Amphitheater Ribbon Cutting

Requested Date: 6/14/16

Rain Date (if applicable):

Type of Event (Walk/Run, Festival, Concert, Etc.): Ribbon cutting

Event Start Time: 4:30 pm Event End Time: 5:30 pm Estimated Attendance: 25

Set-up Start Time: 4:00pm Clean-up End Time: 6:00pm

- Open to the Public
Invitation Only
Age Restriction

PARK USE ONLY - Provide Overview

Event Location: Simard Payne Park amphitheater
(If you will utilize a park, please check ALL that apply below)

FEES APPLY

- Simard-Payne Park \$ x days
Dufresne Plaza \$ x days

NO FEE ASSESSED

- Kennedy Park
Veterans Park
Marcotte Park
Potvin Park
Mark Paradis Park
Raymond Park
Sunnyside Park

Location Other Than Parks:

Street(s)

Sidewalk(s)

Other

PARK FEES & APPLICABLE DISCOUNTS

SIMARD-PAYNE PARK (check one)

- Full Price: \$135 day
Lewiston-based NP (80% discount): \$27 day
Out-of-Town, NP Fundraisers (50% discount): \$67.50 day
Out-of-Town, NP Event (34% discount): \$89.10 day

Municipal DUFRESNE PLAZA (check one)

- Full Price: \$265 day
Lewiston-based NP (80 discount): \$53 day
Out-of-Town, NP Fundraisers (50% discount): \$132.50 day
Out-of-Town, NP Event (34% discount): \$174.90 day

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Public Hearing for approval of an Outdoor Entertainment Permit for the Liberty Festival.

**INFORMATION:**

The Liberty Festival is finalizing plans for their annual Independence Day celebration in the Twin Cities. Typically, the Festival features live music concerts outside in the city parks and this year's plans will be similar. The Council is asked to approve the standard Outdoor Entertainment Permit for the Festival. From July 1 - 5, there will be musical concerts and other activities in Veteran's Memorial Park.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmn*

**REQUESTED ACTION:**

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

To conduct a public hearing on an application from the Independence Day Committee for outdoor musical concerts to be held at Veteran's Memorial Park and surrounding areas on July 1, 2, 3, 4 and 5, as part of the Liberty Day Festival, and to authorize a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to the Independence Day Committee for the outdoor music concerts, contingent upon positive recommendations from the Recreation Division, Police Department, Fire Department, Code/Land Use Officer and Code/Health Officer regarding compliance with all regulations, and compliance with all City ordinances.

CITY OF LEWISTON - EVENT APPLICATION

GENERAL EVENT INFORMATION (Section 1)

EVENT and/or PARK USE ONLY INFORMATION

Event Name: Liberty Festival Requested Date: 7/1 - 7/5/2016

Rain Date (if applicable): included

Type of Event (Walk/Run, Festival, Concert, Etc.): Festival, Dance, Parade, Fireworks & Veterans

Event Start Time: 5 pm Event End Time: 11:30 pm Estimated Attendance: 5000

Set-up Start Time: 12pm Clean-up End Time: 1:00 am

- Open to the Public
Invitation Only
Age Restriction

PARK USE ONLY - Provide Overview

Event Location: Veterans Park
(If you will utilize a park, please check ALL that apply below)

FEES APPLY

- Simard-Payne Park \$ x days
Dufresne Plaza \$ x days

NO FEE ASSESSED

- Kennedy Park
Veterans Park
Marcotte Park
Potvin Park
Mark Paradis Park
Raymond Park
Sunnyside Park

Location Other Than Parks:

Street(s) Main, Lincoln, Canal, Oxford, Cross, Mill, Cedar, C

Sidewalk(s) on above streets

Other as required for public safety

PARK FEES & APPLICABLE DISCOUNTS

SIMARD-PAYNE PARK (check one)

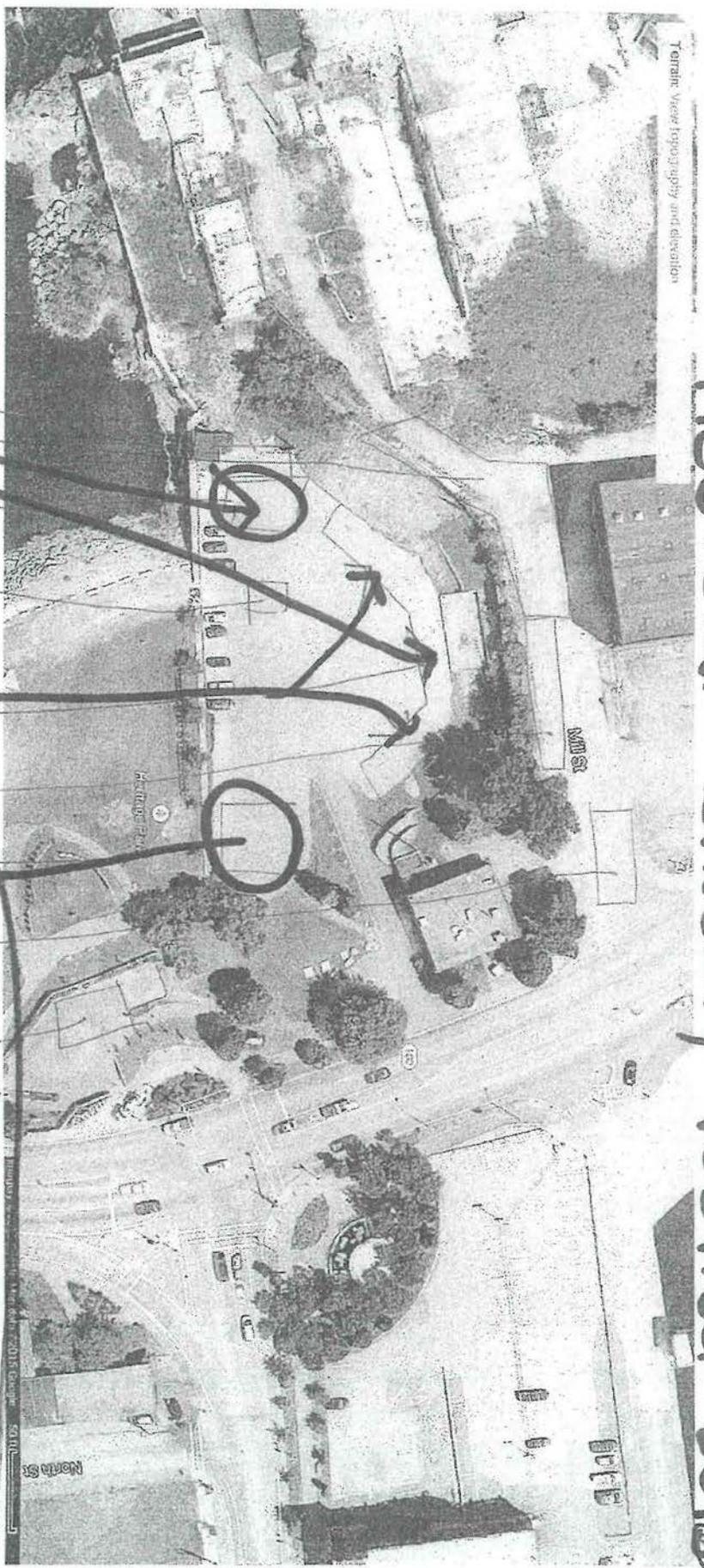
- Full Price: \$135 day
Lewiston-based NP (80% discount): \$27 day
Out-of-Town, NP Fundraisers (50% discount): \$67.50 day
Out-of-Town, NP Event (34% discount): \$89.10 day

DUFRESNE PLAZA (check one)

- Full Price: \$265 day
Lewiston-based NP (80 discount): \$53 day
Out-of-Town, NP Fundraisers (50% discount): \$132.50 day
Out-of-Town, NP Event (34% discount): \$174.90 day

# Revised Liberty Festival 2018

Terrain View Topography and elevation



Equipment  
parking -  
Cubicle for - moving van  
Food truck  
Soccer field  
Kibitz  
Festival  
2018

beer  
garden

Parking

Stage

Tent

Vendors

ground performance area

first aid

port-a-potties

Information Area

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Public Hearing for approval of outdoor concerts in conjunction with the Great Falls Brewfest at Simard Payne Park.

**INFORMATION:**

Baxter Brewing Company has submitted an application requesting permission to hold outdoor concerts on City property. They plan to hold outdoor music entertainment at Simard Payne Park on Saturday, June 25 during the Great Falls Brewfest. Estimated attendance is 1,500 - 2,000 people and the event coordinators have been working with the State Liquor Enforcement Department regarding rules and regulations.

Per the City Code, an outdoor concert cannot be held on city property without approval by a majority of the Council after a public hearing. Staff recommendations are being sought from the Recreation Division, Police Department, Fire Department, Code Enforcement/Health Officer and the Land Use Code Officer for compliance.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EVAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To conduct a public hearing on an application from Baxter Brewing Company for the outdoor music concerts to be held at Simard Payne Park on Saturday, June 25, and to authorize a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to Baxter Brewing Company for the outdoor concerts, contingent upon positive recommendations from the Recreation Division, Police Department, Fire Department, Code/Land Use Officer and Code/Health Officer regarding compliance with all regulations, and compliance with all City ordinances.

CITY OF LEWISTON - EVENT APPLICATION

GENERAL EVENT INFORMATION (Section 1)

EVENT and/or PARK USE ONLY INFORMATION

Event Name: 3rd Annual Great Falls Brewfest Requested Date: June 25, 2016

Rain Date (if applicable):

Type of Event (Walk/Run, Festival, Concert, Etc.): Brew (beer) Fest

Event Start Time: 12p Event End Time: 5p Estimated Attendance: 1500-2000

Set-up Start Time: 6/24 Clean-up End Time: 6/26

- Open to the Public
Invitation Only
Age Restriction

PARK USE ONLY - Provide Overview

Very similar set up to last 2 summers,
see attached layout

Event Location: Simard-Payne Memorial Park
(If you will utilize a park, please check ALL that apply below)

FEES APPLY

- Simard-Payne Park \$135 x 3 days
Dufresne Plaza \$ x days

NO FEE ASSESSED

- Kennedy Park
Veterans Park
Marcotte Park
Potvin Park
Mark Paradis Park
Raymond Park
Sunnyside Park

Location Other Than Parks:

Street(s) n/a
Sidewalk(s)
Other

PARK FEES & APPLICABLE DISCOUNTS

SIMARD-PAYNE PARK (check one)

- Full Price: \$135 day
Lewiston-based NP (80% discount): \$27 day
Out-of-Town, NP Fundraisers (50% discount): \$67.50 day
Out-of-Town, NP Event (34% discount): \$89.10 day

DUFRESNE PLAZA (check one)

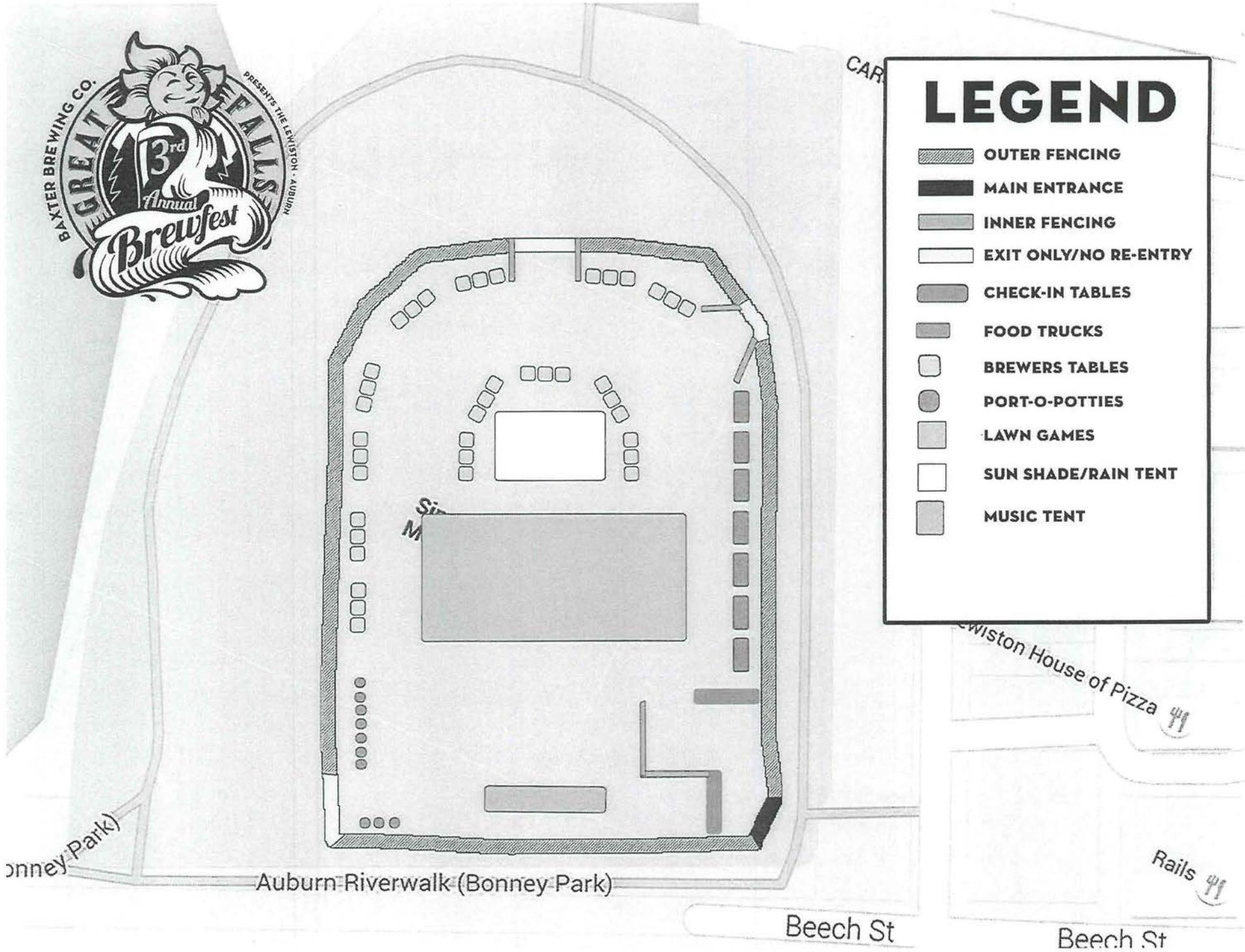
- Full Price: \$265 day
Lewiston-based NP (80 discount): \$53 day
Out-of-Town, NP Fundraisers (50% discount): \$132.50 day
Out-of-Town, NP Event (34% discount): \$174.90 day



CAR

# LEGEND

-  OUTER FENCING
-  MAIN ENTRANCE
-  INNER FENCING
-  EXIT ONLY/NO RE-ENTRY
-  CHECK-IN TABLES
-  FOOD TRUCKS
-  BREWERS TABLES
-  PORT-O-POTTIES
-  LAWN GAMES
-  SUN SHADE/RAIN TENT
-  MUSIC TENT



Bonney Park

Auburn Riverwalk (Bonney Park)

Beech St

Beech St

Lewiston House of Pizza

RAILS

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Public Hearing for approval of outdoor concerts sponsored by Sun Media Group at Simard-Payne Park.

**INFORMATION:**

Sun Media Group has submitted an application requesting permission to hold outdoor concerts on City property. They plan to hold evening outdoor concerts at Simard-Payne Park on the second Thursday during the months of July, August and September.

Per the City Code, an outdoor concert cannot be held on city property without approval by a majority of the Council after a public hearing. Staff recommendations are being sought from the Recreation Division, Police Department, Fire Department, Code Enforcement/Health Officer and the Land Use Code Officer for compliance.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAR/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To conduct a public hearing on an application from Sun Media Group for the outdoor evening concerts to be held at Simard Payne Park on July 14, August 11 and September 8, and to authorize a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to Sun Media Group for the outdoor concerts, contingent upon positive recommendations from the Recreation Division, Police Department, Fire Department, Code/Land Use Officer and Code/Health Officer regarding compliance with all regulations, and compliance with all City ordinances.

CITY OF LEWISTON - EVENT APPLICATION

GENERAL EVENT INFORMATION (Section 1)

EVENT and/or PARK USE ONLY INFORMATION

Event Name: Arts in the Park Requested Date: 7/14/16 and 8/11, 9/8

Rain Date (if applicable): 7/15/16

Type of Event (Walk/Run, Festival, Concert, Etc.): Arts Event

Event Start Time: 4pm Event End Time: 8pm Estimated Attendance: 200

Set-up Start Time: noon Clean-up End Time: 9pm

- Open to the Public
Invitation Only
Age Restriction

PARK USE ONLY - Provide Overview

Event Location: Simard-Payne Park

(If you will utilize a park, please check ALL that apply below)

FEES APPLY

- Simard-Payne Park \$135 x 1 days (3)
Dufresne Plaza \$ x days

NO FEE ASSESSED

- Kennedy Park
Veterans Park
Marcotte Park
Potvin Park
Mark Paradis Park
Raymond Park
Sunnyside Park

Location Other Than Parks:

Street(s)

Sidewalk(s)

Other

PARK FEES & APPLICABLE DISCOUNTS

SIMARD-PAYNE PARK (check one)

- Full Price: \$135 day
Lewiston-based NP (80% discount): \$27 day
Out-of-Town, NP Fundraisers (50% discount): \$67.50 day
Out-of-Town, NP Event (34% discount): \$89.10 day

DUFRESNE PLAZA (check one)

- Full Price: \$265 day
Lewiston-based NP (80 discount): \$53 day
Out-of-Town, NP Fundraisers (50% discount): \$132.50 day
Out-of-Town, NP Event (34% discount): \$174.90 day



Google earth



# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Public Hearing for approval of an Outdoor Entertainment Permit for the Lewiston Farmers Market concerts.

**INFORMATION:**

The Lewiston Farmers Market is planning to sponsor and host musical performances at their market location to attract more patrons to the market, as well as for the enjoyment of the vendors. The Market is held on Sundays from 10am - 1pm from May - October and is located at the municipal parking lot on the corner of Lincoln Street and Main Street, adjacent to Bates Mill 5. The Market is also held in Kennedy Park. The musical performances will vary from guitar players to a jazz ensemble and will occur occasionally throughout the summer and fall.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To conduct a public hearing on an application for an outdoor entertainment event for the Lewiston Farmers Market concerts, and to grant a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to the Lewiston Farmers Market Association for outdoor music concerts for the Market, contingent upon positive recommendations from the Police Department, Fire Department, Code/Health Officer and Land Use Inspector regarding compliance with all regulations and compliance with all City ordinances.

CITY OF LEWISTON - EVENT APPLICATION

GENERAL EVENT INFORMATION (Section 1)

EVENT and/or PARK USE ONLY INFORMATION

Event Name: Lewiston Farmers' Market Requested Date: Sundays, May 22nd

Rain Date (if applicable):

Type of Event (Walk/Run, Festival, Concert, Etc.): Farmers' Market

Event Start Time: 10:00 ar Event End Time: 1:00 pm Estimated Attendance: 200 - 600

Set-up Start Time: 8:00 am Clean-up End Time: 3:00 pm

- Open to the Public
Invitation Only
Age Restriction

PARK USE ONLY - Provide Overview

Event Location: the corner of Main Street and Lincoln Stree

(If you will utilize a park, please check ALL that apply below)

FEES APPLY

- Simard-Payne Park \$ x days
Dufresne Plaza \$ x days

NO FEE ASSESSED

- Kennedy Park
Veterans Park
Marcotte Park
Potvin Park
Mark Paradis Park
Raymond Park
Sunnyside Park

Location Other Than Parks:

Street(s)

Sidewalk(s)

Other Please see Event Application Addendum Exhibit

PARK FEES & APPLICABLE DISCOUNTS

SIMARD-PAYNE PARK (check one)

- Full Price: \$135 day
Lewiston-based NP (80% discount): \$27 day
Out-of-Town, NP Fundraisers (50% discount): \$67.50 day
Out-of-Town, NP Event (34% discount): \$89.10 day

DUFRESNE PLAZA (check one)

- Full Price: \$265 day
Lewiston-based NP (80 discount): \$53 day
Out-of-Town, NP Fundraisers (50% discount): \$132.50 day
Out-of-Town, NP Event (34% discount): \$174.90 day

# LEWISTON CITY COUNCIL

MEETING OF JUNE 21, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

**SUBJECT:**

Public Hearing for approval of outdoor concerts sponsored by L/A Arts at Dufresne Plaza and Kennedy Park.

**INFORMATION:**

L/A Arts has submitted an application requesting permission to hold outdoor concerts on City property. They plan to hold evening outdoor concerts at Dufresne (Courthouse) Plaza on the last Friday of each month between May-September to be held in conjunction with the Lewiston Art Walk. Permission has also been requested to hold concerts in Kennedy Park. L/A Arts has been hosting outdoor concerts within the City for several years and these have been well attended.

Per the City Code, an outdoor concert cannot be held on city property without approval by a majority of the Council after a public hearing. Staff recommendations are being sought from the Recreation Division, Police Department, Fire Department, Code Enforcement/Health Officer and the Land Use Code Officer for compliance.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To conduct a public hearing on an application from L/A Arts for the evening outdoor concerts to be held at Dufresne Plaza and Kennedy Park on May 27, June 24, July 29, August 26 and September 30, and to authorize a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to L/A Arts for the outdoor concerts, contingent upon positive recommendations from the Recreation Division, Police Department, Fire Department, Code/Land Use Officer and Code/Health Officer regarding compliance with all regulations, and compliance with all City ordinances.

CITY OF LEWISTON - EVENT APPLICATION

GENERAL EVENT INFORMATION (Section 1)

EVENT and/or PARK USE ONLY INFORMATION

May 27  
June 24  
July 29  
Aug 26  
Sept 30

Event Name: Artwalk Lewiston/~~Artwalk (Ice Fest)~~ Requested Date: May/Sept '16 (Feb'17)

Rain Date (if applicable): \_\_\_\_\_

Type of Event (Walk/Run, Festival, Concert, Etc.): Artwalk and Concert/Performance

Event Start Time: 5:00 PM Event End Time: 8:30 PM Estimated Attendance: 250-1,000

Set-up Start Time: 9:00 AM Clean-up End Time: 10 PM

- Open to the Public
- Invitation Only
- Age Restriction

PARK USE ONLY – Provide Overview

\_\_\_\_\_  
\_\_\_\_\_

Event Location: Lisbon St & Dufresne Plaza

(If you will utilize a park, please check ALL that apply below)

FEES APPLY

- Simard-Payne Park \$ \_\_\_\_\_ x \_\_\_\_\_ days
- Dufresne Plaza \$ \_\_\_\_\_ x \_\_\_\_\_ days

NO FEE ASSESSED

- Kennedy Park
- Veterans Park
- Marcotte Park
- Potvin Park
- Mark Paradis Park
- Raymond Park
- Sunnyside Park

Location Other Than Parks:

Street(s) ~~Lisbon St~~

Sidewalk(s) ~~Lisbon St~~

Other ~~Ice Fest Fountain Park~~

PARK FEES & APPLICABLE DISCOUNTS

SIMARD-PAYNE PARK (check one)

- Full Price: \$135 day
- Lewiston-based NP (80% discount): \$27 day
- Out-of-Town, NP Fundraisers (50% discount): \$67.50 day
- Out-of-Town, NP Event (34% discount): \$89.10 day

DUFRESNE PLAZA (check one)

- Full Price: \$265 day
- Lewiston-based NP (80 discount): \$53 day
- Out-of-Town, NP Fundraisers (50% discount): \$132.50 day
- Out-of-Town, NP Event (34% discount): \$174.90 day

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 11**

**SUBJECT:**

Order Approving First Amendment to the Purchase and Sale Agreement between the City of Lewiston and Szanton Monks Properties, LLC for 159-177 Lisbon Street.

**INFORMATION:**

Szanton Monks Properties, LLC is a Maine development company that is interested in developing the land located at 159-177 Lisbon Street. The company plans to develop a project at this site that will create new housing that is both affordable and market rate and will also include new retail or restaurant space on the first floor. The plans call for the construction of a new building which will include 63 apartment units.

This agenda item is for approval of an amendment to the Purchase and Sale Agreement.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order approving First Amendment to the Purchase and Sale Agreement between the City of Lewiston and Szanton Monks Properties, LLC for 159-177 Lisbon Street.



COUNCIL ORDER

**Order,** Approving First Amendment to Purchase and Sale Agreement between the City of Lewiston and Szanton Monks Properties, LLC for 159 – 177 Lisbon Street.

Whereas, the City Council approved the sale of 159 – 177 Lisbon Street to Szanton Monks Properties, LLC at their April 19, 2016 meeting for the amount of \$152,140; and

Whereas, at the time the Purchase and Sale Agreement was approved the Purchaser was securing site control of the property with the intent of developing a mixed use building that included 71 mixed rate apartments on the five city owned lots and two abutting parcels; and

Whereas, the original purchase price was based on the city receiving 5/7<sup>ths</sup> of a \$3,000 per housing unit land purchase price; and

Whereas, a significant portion of the funding for development of the project will be derived from the sale of Low Income Housing Tax Credits (LIHTC) which are awarded annually by MaineHousing on a competitive basis; and

Whereas, post approval and execution of the Purchase and Sale Agreement MaineHousing made significant changes to the scoring process by which LIHTC are awarded which has resulted in a reduction of the number of apartments to be built from 71 to 63 units; and

Whereas, to remain competitive in their LIHTC application Szanton Monks, LLC has requested that the purchase price for 159 -177 Lisbon Street be reduced to \$135,000; and

Whereas, the reduced price is still based on the city's proportional share of \$3,000 per unit, and is also more than the Current Assessed Value of \$129,360; and

Whereas, development of this project will redevelop a blighted portion of Lisbon Street that has been vacant since an arson fire in 2006 required demolition of the structures on the site; and

Whereas, development of this project will create 41 workforce and 22 market rate apartments comprised of a mix of one, two and three bedroom units as well as new retail/restaurant space in the heart of the downtown, bringing new

[Type text]

people, energy, and vitality to the downtown, which will spur and support other development in the area;

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

The terms of the attached First Amendment to Purchase and Sale Agreement with Szanton Monks Properties, LLC are hereby approved and the City Administrator is hereby authorized to execute it on behalf of the City.

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement ("First Amendment") is made between the CITY OF LEWISTON, MAINE, a body corporate and politic under the laws of the State of Maine ("Seller" or the "City"), and SZANTON MONKS PROPERTIES, LLC, a Maine limited liability company ("Buyer").

The City and the Buyer are parties to a Purchase and Sale Agreement, executed by the Buyer on April 29, 2016, and executed by the City on May 2, 2016 (the "Agreement").

For good and valuable consideration, the City and the Buyer have agreed to modify the Agreement as follows:

4. PURCHASE PRICE. The purchase price for the Premises is One Hundred Thirty-Five Thousand Dollars (\$135,000.00), 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 Brann & Isaacson, 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 180<sup>th</sup> 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.

All other terms and conditions of the Agreement are hereby restated as if they were set forth herein. This First Amendment shall be effective as of June \_\_, 2016.

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

WITNESS:

CITY OF LEWISTON, MAINE

\_\_\_\_\_

By:

\_\_\_\_\_  
Ed Barrett

Its: City Administrator

# Economic and Community Development

Lincoln Jeffers

Director

Lewiston



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE: Hartley Block Development Project**  
**Date:** June 16, 2016

As has been discussed in previous council meetings and workshops, The Szanton Company continues to move forward with their plans to develop a mixed use building at 149 -177 Lisbon Street. They need municipal support to make the project financially viable.

The building will be five stories tall, have 4,100 s.f. of retail/commercial space at street level on the Lisbon Street side of the building, and have 63 mixed income apartments consisting of one, two and three bedroom apartments. More details about the project are included in my memo the Council for the May 31<sup>st</sup> workshop for this project, which is attached.

Based on the guidance provided by the Council at the workshop the legal documents for this project have been finalized and are being brought before the City Council on June 21 for a Public Hearing and actions. The full documents are included in the Council Packet. A brief description of each document follows.

## **Amendment to Purchase and Sale Agreement**

In April the Planning Board unanimously recommended, and the City Council approved the sale of five city owned lots, 159 – 177 Lisbon Street, to Szanton Monks Properties, LLC for development of a 71 unit mixed use, workforce housing project. As is further described in my May 31 memo, the purchase price was \$152,140; which was based on \$3,000 per unit. The purchase price for land on a per unit basis is still \$3,000. However, with fewer units, the price to be paid for the City land needs to be reduced to \$135,000. At that price the project will remain competitive for securing the Low Income Housing Tax Credits (LIHTC). The proposed purchase price is more than the current Assessed Value of the land of \$129,360. Approval of an amendment to the Purchase and Sale Agreement, reducing the price to \$135,000, is the first action needing approval to move this project forward.

## **Agreement for Development Assistance and Tax Increment Financing**

Attached is an Agreement for Development Assistance and Tax Increment Financing that is a contractual obligation between the City and The Hartley Block, LP, which is a subsidiary of the Szanton Company. The agreement specifies the

obligations of each party to the agreement and defines the terms of the TIF Agreement.

Under the terms of the Agreement the City will:

- 1. Establish the Hartley Block, LP Affordable Housing TIF District.*
- 2. Return 50% of the new taxes generated by the project within the District to the developer for a period of 20 years. Those tax revenues will be used to help offset operational expenses of the project.*
- 3. Provide \$325,000 of Federal HOME funds as a grant which will be used to help pay for construction of the project. [HOME funds can only be used to support low income homeowners or the creation of affordable rental housing.]*

Under the terms of the Agreement The Hartley Block, LP will:

- 1. Develop approximately 41 units of independent, decent and affordable apartments; and approximately 22 market rate apartments. The apartments will be comprised of a mix of one, two and three bedroom units.*
- 2. Develop approximately 4,100 s.f. of retail/commercial space at street level on the Lisbon Street side of the project.*
- 3. Invest no less than a total of \$11 million into the project.*
- 4. If the project secures LIHTC construction is expected to begin in spring 2017, and to be completed by June 30, 2018.*
- 5. If LIHTC are secured and construction begins the Developer agrees to pay taxes on an Optimal Assessed Value of \$3.2 million starting on April 1, 2018.*
- 6. If the project does not secure LIHTC in the 2016 round of funding, the agreement and dates within are automatically extended for 12 months unless the developer provides notice terminating the agreement by January 23, 2017. The reason for this clause is to give the developer, if they so choose, the opportunity to apply for 2017 LIHTC funding.*
- 7. The Developer agrees to pay the city's legal fees in connection with the negotiation, execution and carrying out of the Agreement and the Development Program.*

### **Creation of Hartley Block Development District and TIF Program**

With approval of the Agreement outlined above the City needs to hold a public hearing on establishment of the Hartley Block Tax Increment Financing District and TIF Program. Two maps are attached as Exhibit A of the Agreement, one showing the real estate that will be included in the District ( 149 -177 Lisbon Street), which is an 18,884 s.f. parcel in the heart of downtown. The other map shows the location of the District within the city. The real estate is currently vacant, the result of an arson fire in 2016. All of the real estate within the district is suitable for residential or mixed use and is suitable for redevelopment.

The public hearing will provide an opportunity for citizens to comment on whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the

residents; as well an opportunity for any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced. If such evidence is produced the City Council shall determine whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety. Notice of the public hearing was advertised on June 9, 2016, meeting the statutory requirement of at least 10 days notice.

The Original Assessed Value (OAV) of the TIF District is \$41,310. That value is based on the two lots that are currently privately owned within the district. The difference between the OAV, and the Optimal Assessed Value of \$3.2 million is \$3,158,690. That is the amount upon which the TIF calculations are made. Fifty percent of the taxes paid on \$3,158,690 will be returned to the developer as specified in the TIF Agreement and Program. The city will retain the other 50% of the new taxes paid for General Fund use. The city will continue to receive the taxes paid on the OAV (at today's mil rate of .02753 those taxes are \$1,137 annually). Attached is a proforma that shows the new tax revenue to be generated in the TIF District that will be returned to the developer to help pay operational expenses (\$43,479 annually); and the amount of new tax revenue generated in the TIF District that will go to Lewiston's General Fund (\$43,479 annually).

Under Maine TIF statutes the amount of assessed valuation associated with taxes paid back into the project do not count against the host community's Total Assessed Valuation. The amount of County Taxes paid by a community is based on the community's Total Valuation. Similarly, the amount of State Revenue Sharing and State Aid for Education a community receives is based on its Total Valuation. The reasoning is that the larger a community's Total Valuation the better its capacity to pay its own way. Not including the Assessed Valuation associated with the taxes paid that go back into a TIF District results in a lower County Tax bill than would have been paid if the new value had been included in the community's Total Valuation; and results in the community continuing to receive Revenue Sharing and State Aid for Education that would have otherwise been lost. This is known as the Sheltering Effect of tax increment financing. A proforma is attached that shows the increase in the amount of County Taxes paid, and the amount of state revenue assistance that would otherwise be lost but for creation of The Hartley Block TIF District and Program. Combined, they total an estimated \$15,799 annually.

It is worth noting that both of these proforma were developed using the current mil rate, holding the Assessed Valuation steady, and that the formulas for State Revenue Sharing and Aid for Education will remain static. In reality, they will likely change, and accordingly, the proforma are to serve as reasonable estimates of what may come to be if this project goes forward, based on today's conditions. As time progresses the accuracy of the proforma will diminish.

MaineHousing is the agency that reviews and approves municipally approved Affordable Housing TIF Districts and Programs. They have a formal application that addresses all statutory requirements. Misty Parker has drafted the required

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application, including all elements that are available prior to the public meeting. The application establishing the TIF District and Program are attached for your review. The Council needs to approve establishment of the Hartley Block Tax Increment Financing District and Program, and authorize city staff to submit the application on behalf of the City.

### **Parking Lease Agreement**

MaineHousing requires at least one parking space per apartment for projects they provide funding for. The developer wants to lease up to 63 parking spaces in the Centreville Garage as parking for the project. A lease agreement to that effect is attached. Hartley Block, LP will pay for the parking spaces and provide them to their tenants as part of the apartment rent. The agreement is for 30 years or until December 31, 2048, whichever comes sooner. The parking lease will take effect when a Certificate of Occupancy is issued for the Hartley Block. All spaces leased by the Developer will be at whatever the current residential rate is for parking in municipally owned parking, which is currently \$42 per month and will be in the Centreville Garage. If Hartley Block tenants wish to lease additional parking spaces they may do so independently at the same rate. Under the Parking Lease Agreement the city will provide up to 28 additional spaces either in the Centreville or Oak Street garages. If all 63 parking spaces are leased at \$42 per month this project will generate \$31,752 annually in parking revenue.

### **Conclusion**

The Hartley Block development is proposed on a site where historic buildings were tragically lost to an arson fire in 2006. Despite private and public sector efforts to attract development to the real estate it has remained vacant since. Last year the City acquired five of the seven lots in exchange for a city owned parking lot located at 60 Canal Street (behind the McGillicuddy building). With City control of the majority of the site, developer interest was again courted, resulting in The Hartley Block proposal before you.

The City has a positive history with the Szanton Company as the developer of The Lofts at Bates Mill. They deliver on their promises and pay attention to the details. Their tenant screening process is exhaustive and results in quality tenants. They have discussed the project with the Planning Board, have presented it to the Council in public session twice, and have presented it to the public at an event at Davinci's. At each they solicited public comments and concerns. Many of the view expressed in those meetings are reflected in the current proposal. Szanton is a responsive and responsible developer.

Approval of the requested actions are necessary for this project to move forward. The Hartley Block will bring new, quality housing to the heart of downtown, attracting a diverse mix of tenants. It is housing that is currently of very limited supply but with high demand in the downtown. Szanton has agreed to develop 4,100 s.f. of retail/commercial space on Lisbon Street, which will add to the critical mass necessary for the rebirth of Lisbon Street as a destination retail and entertainment district. People living in the building will be among those who shop, dine and recreate in the businesses downtown today and to come.

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The Hartley Block TIF District currently generates \$1,137 annually in taxes. Once this building is complete it will generate an estimated combined total of \$76,369 annually in General Fund taxes and parking revenue. Staff recommends approval of the requested actions.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE: Hartley Block Development - WORKSHOP**  
**Date:** May 31, 2016

The Szanton Company wants to develop a mixed use, mixed-income apartment building on seven downtown lots located at 149 – 177 Lisbon Street. The building will be 4 stories tall on the Lisbon Street side of the building, with approximately 4,100 square feet of retail/commercial space at street level with apartments on the upper floors. The building will be 5 stories on the Canal Street Alley side of the building, with apartments on all floors. Total project costs are estimated at \$11.8 million, with \$8.4 million for construction. The project will be called the Hartley Block, after renowned painter, poet and Lewiston native, Marsden Hartley, who once had an art studio in a building on the site that was lost to an arson fire in 2006. The project is contingent upon Szanton being successful in its application for Low Income Housing Tax Credits, which they will apply for later this year.

As the project was originally conceived and presented to the city council, in addition to the retail space, Szanton planned to build 71 one-bedroom apartments, 56 of which would be workforce housing with the other 15 units as market rate housing. The Council approved the sale of the five city owned lots located at 159 -177 Lisbon Street to Szanton Monks Properties LLC for \$152,140. Szanton also secured the rights to purchase 149 and 155 Lisbon Street from Tom Platz. The purchase price for both the City and Platz owned land was based on \$3,000 per unit.

Approximately 60% of the funding for this project will come from federal Low Income Housing Tax Credits (LIHTC). In Maine, LIHTC are awarded annually on a competitive basis. The supply of LIHTC is limited and the competition to receive them is fierce – in a typical year 15 to 20 projects apply for credits but only 4 or 5 projects are funded. Each year MaineHousing issues a Qualified Allocation Plan (QAP) that specifies how they will score applications for LIHTC. To get funding, it is critical that a developer secure as many points as possible under the QAP guidelines.

In most years, any changes to the QAP are relatively minor. However, the 2017 QAP did not follow that trend. Since the Council approved the sale of the land in April, MaineHousing released the 2017 QAP. The changes were substantial,

unexpected, and were issued more than a month later in the year than they usually are.

To score well under the 2017 QAP necessitates a change in the unit configuration. In response, the unit count has been reduced from 71 to 63. The number of market rate units has increased from 15 to 22. There will now be 33 one-bedroom units (20 workforce, 13 market); 20 two-bedroom units (13 workforce/7 market); and 10 three-bedroom units (8 workforce, 2 market). Rents will range between \$492 and \$775 for the one-bedroom units, from \$588 to \$950 for the two-bedroom units, and from \$668 to \$1,065 for the three-bedroom units. The workforce apartments will be targeted to households making between approximately \$20,000 for a one person household up to \$48,600 for a four person household.

The land cost per unit remains \$3,000, but the developer regrets that with fewer units the purchase price for the city owned land needs to be reduced from \$152,140 to \$135,000. However, the reduced purchase price is still above the current assessed value of the land of \$129,360. Among the actions the City Council will be asked to take at the June 21 meeting is amending the Purchase and Sale Agreement to the lower price.

The developer is seeking TIF support for this project. Previously discussed with the Council was a reimbursement of 50% of the new taxes generated from the project for a period of 15 years. The TIF funds would be used to help support operating expenses of the project. This request was based upon the 2016 and prior QAP's; which awarded a flat 3 points for any TIF meeting this percentage and term or any greater percentage and/or term. The 2016 QAP amended the scoring process so that a 50 -75% TIF for 15 years is awarded 3 points, a 50-75% TIF for at least 20 years is awarded 4 points, and 50-75% TIF for 30 years is awarded 5 points. A TIF greater than 75% for 15 years is awarded 4 points, for 20 years is awarded 5 points, and for 30 years is awarded 6 points. The developer would like to discuss with the City Council its willingness to consider a 50%, 20 year TIF so as to gain another point in the scoring, improving the likelihood of being awarded LIHTC.

Chief Assessor Bill Healey estimates the Assessed Value of the Hartley Block when completed will be \$3.2 million. Attached is a simple proforma showing the revenues that would flow to the city and developer if the project is built. In the proforma, the mil rate and Assessed Valuation are held constant. In reality, it is likely one, the other, or both will increase over time.

Szanton has also requested \$325,000 in HOME funding or other federal support for the project. HOME is a federal funding source that can only be used to support affordable housing. Lewiston is a recipient of HOME funds as part of a consortium with Auburn. The TIF and HOME support for this project is needed, not only to be competitive in securing the LIHTC, but financially for the development and operation of the project. Market rents currently do not support the cost of new construction in Lewiston.

Parking for the facility will be in the Centreville Garage, with Szanton including 1 parking space per apartment in the garage as part of the rent. Szanton wishes to enter into a long term lease for those parking spaces, paying the market rate.

The City has had a positive experience with the Szanton Company. They were the developer and are the owner of The Lofts at Bates Mill, which is a 48-unit mixed income housing project. Fifteen of the apartments are market rate, the others are workforce housing. The project leased up ahead of schedule and, other than occasional short term vacancies between tenants, has been full ever since. The project currently has a waiting list. The Szanton Company has a sister property management company, Saco Falls Management, that only manages Szanton owned properties. In addition to The Lofts at Bates Mill, these include three apartment complexes in Portland, one in Biddeford, and one in Exeter, New Hampshire. They have a second mill redevelopment project under construction in Biddeford as well as a historic redevelopment of the former Huse School in Bath. All Szanton Company projects include mixed income housing.

The City Council is currently scheduled to take action on a Joint Development Agreement (JDA) that specifies the terms of the TIF and HOME support for this project on June 21<sup>st</sup>. A copy of the draft JDA is attached, as is a draft of the Parking Agreement. The Council will also be asked to approve an amendment to the already approved Purchase and Sale Agreement, reducing the price from \$152,140 to \$135,000.

Nathan Szanton will be in attendance and eager to discuss the project at the June 7<sup>th</sup> city council workshop.

City staff supports this project. It will bring people, energy, and tax base to a section of Lisbon Street that has been a blighting influence since a fire destroyed the previous structures in 2006. Residential development is an essential component of downtown revitalization. Development of retail space will add activity and help Lisbon Street achieve the critical mass needed to thrive as a shopping/entertainment district.

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

Order approving an Agreement for Development Assistance and Tax Increment Financing with The Hartley Block, LP.

**INFORMATION:**

This item is to approve the Joint Development Agreement between The Hartley Block, LP and the City regarding the redevelopment of the property located at 159-177 Lisbon Street. The rehabilitation and reuse of the property will involve the investment of substantial financial resources by the developer and will substantially benefit the City by improving a lot that has been vacant since a fire in 2006 and contribute to the economic revitalization of the downtown.

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order approving an Agreement for Development Assistance and Tax Increment Financing with The Hartley Block, LP.



COUNCIL ORDER

**Order,** Approving an *Agreement for Development Assistance and Tax Increment Financing* with The Hartley Block, LP.

Whereas, The Szanton Company, doing business as The Hartley Block, LP, has been working with city staff, in consultation with the Planning Board, City Council and public, to develop a desirable redevelopment proposal for 149 -177 Lisbon Street; and

Whereas, The Szanton Company and/or affiliated entities have come to terms with the city on the acquisition of 159 – 177 Lisbon Street, and with the owner of the abutting properties located at 149 -155 Lisbon Street, resulting in a vacant 18,884 square foot redevelopment site in the heart of downtown; and

Whereas, The Hartley Block, LP is endeavoring to build a 63 unit mixed income, mixed use building on the site that will consist of 41 units of workforce housing and 22 units of market rate housing comprised of a mix of one, two and three bedroom units; as well as the development of 4,100 s.f. of retail/commercial space at street level on the Lisbon Street side of the project to be known as The Hartley Block; and

Whereas, development costs for the project are estimated to be a minimum of \$11 million; and to be financially viable The Hartley Block, LP is seeking a mixture of public and private financing; including but not limited to securing an allocation of federal Low Income Housing Tax Credits from MaineHousing; and

Whereas, The Hartley Block, LP has requested that the city create the Hartley Block Tax Increment Financing District and Development Program that will return 50% of the new taxes generated by development within the district for a period of 20 years which will be used to help offset operational expenses; provide \$325,000 of Federal HOME funds in the form of a grant which will be used to assist in construction of the project; and

Whereas, in exchange for the City support to The Hartley Block, and if other needed financing is secured, the developer has agreed to begin construction of The Hartley Block in Spring 2017 with a target completion date of June 30, 2018; to invest a minimum of \$11 million into the project; and to have an Assessed Value of at least \$3.2 million on the project once completed; and

[Type text]

Whereas, the details of the agreement outlined above are further articulated and detailed in the attached *Agreement for Development Assistance and Tax Increment Financing*;

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

The *Agreement for Development Assistance and Tax Increment Financing* with The Hartley Block, LP is hereby approved in a form substantially similar to the attached and the City Administrator is hereby authorized to execute it on behalf of the City.

## Agreement for Development Assistance and Tax Increment Financing

THIS AGREEMENT made as of this \_\_\_\_ day of June, 2016 by and between **THE CITY OF LEWISTON**, a body politic and corporate situated in Androscoggin County, Maine (hereinafter sometimes referred to as “City,” which expression shall include its successors and assigns), and **THE HARTLEY BLOCK, LP**, a Maine limited partnership, with a place of business in Portland, Maine (hereinafter sometimes referred to as “THB,” which expression shall include its successors and assigns).

### I. WHEREAS,

A. THB is a member of an affiliated group in the business of providing affordable housing to a diversity of income groups in Maine, including residents of the City of Lewiston;

B. Szanton Monks Properties, LLC (an affiliate of THB) and the City have come to terms on the sale of five (5) City owned lots located at 159 – 177 Lisbon Street, Lewiston, Maine; and Szanton Monks Properties, LLC has come to terms on the purchase of 149 and 155 Lisbon Street, Lewiston, Maine from a private party; and Szanton Monks Properties, LLC will assign its rights in such agreements to THB;

C. The City and THB have identified a need for construction of a new mixed-use, mixed income building at 149 – 177 Lisbon Street in Lewiston, Maine, which is currently a vacant and blighted lot approximately 18,884 square feet in size. The building to be constructed on the site will be known as The Hartley Block. It will consist of approximately forty-one (41) apartments of independent, decent and affordable one, two, and three bedroom housing units and related community space for income qualified individuals and families (the “Assisted Housing”); and approximately twenty-two (22) market rate apartments which will be comprised of a mix of one, two and three bedroom units. Approximately 4,100 square feet of retail/commercial space will be constructed on the Lisbon Street side of the building at street level. This mixed-use building will be referred to in this document as the “Project.” The workforce and market rate housing being developed within the project will collectively be referred to as the “Housing”;

D. Construction of the Housing will improve the well-being of City residents and better the health, safety and welfare of City residents;

E. THB has requested the City’s assistance in connection with the development of the Housing consisting of the City’s providing HOME or other Federal funds received by the City through the Federal Department of Housing and Urban Development. The City’s total funds

from these sources shall be Three Hundred and Twenty-Five Thousand Dollars (\$325,000) toward the projected Eleven Million Dollar (\$11,000,000) cost of developing the Housing. Finally, THB has requested that the City establish a Municipal Affordable Housing Development District and provide assistance with operating costs utilizing Tax Increment Financing, as permitted by 30-A M.R.S.A. § 5245;

F. At least 25% of the area within the proposed Municipal Affordable Housing District is suitable for residential use and is in need of redevelopment;

G. The provision of such assistance by the City has been determined to be consistent with the Development Plan, pursuant to authority granted by 30-A M.R.S.A. § 5245 *et. seq.*, including without limitation, providing affordable and livable housing and a suitable living environment, and improving the health and safety of City residents through affordable housing opportunities as outlined in the City's community development program.

II. In consideration of the foregoing, the City and THB agree as follows:

A. Definitions. The terms defined in this Section II (A) shall, for all purposes of this Agreement, have the meanings herein specified.

1. Agreement - shall mean this Agreement for Development Assistance and Tax Increment Financing between the City and THB.

2. Assisted Housing - shall have the meaning stated in Section I (C).

3. Captured Assessed Value - shall mean the percentage of the Increased Assessed Value, as certified by the Tax Assessor, which is utilized from year to year to finance the Project Costs. This percentage shall be 50% annually.

4. Captured Tax Increment - means the Tax Increment Revenues paid on the Captured Assessed Value which shall be paid into the Development Program Fund for distribution as described herein.

5. City - shall mean the City of Lewiston, Maine, with a mailing address of 27 Pine Street, Lewiston, Maine 04240 Attention: Director of Finance. Copies of notices required under this Agreement shall be sent to Martin I. Eisenstein, Esq., Brann & Isaacson, 184 Main Street, P.O. Box 3070, Lewiston, Maine 04243-3070.

6. City Council - shall mean the legislative body of the City.

7. Claims - shall have the meaning stated in Section II (G).

8. Current Assessed Value - shall have the meaning set forth in 30-A M.R.S.A. Section 5222(4), and for the purposes of this Agreement shall mean the assessed value of all real property in the District each year beginning as of April 1, 2018 and continuing up to April 1, 2038

9. Development Costs - shall mean capital expenditures made in order to complete the Housing, including using the City's commitment of its HOME funds.

10. Development District or District - shall mean the Municipal Affordable Housing Development District to be established by resolution of the City Council and pursuant to 30-A M.R.S.A. Section 5245, *et seq.*, as set forth in Exhibit A consisting of approximately 18,884 square feet of vacant land located at 149 – 177 Lisbon Street, Lewiston, Maine.

11. Development Program - shall mean the Development Program adopted by the City Council for the District pursuant to 30-A M.R.S.A. § 5248

12. Development Program Fund - shall mean the fund established by the City for the District pursuant to 30-A M.R.S.A. § 5250-A (3) which shall be pledged to and charged with the payment of the Project Costs outlined in the Development Program provided by THB to the City and approved by the City.

13. Event of Default - shall have the meaning stated in Section II (F).

14. Housing – shall mean the approximately 63 units of housing described in Section I (B) be constructed on the Property.

15. Increased Assessed Value - shall mean the amount by which the Current Assessed Value exceeds the Original Assessed Value of the Development District for each of the 20 Tax Years beginning in Tax Year 2019 and concluding at the end of Tax Year 2039

16. THB - shall mean The Hartley Block, LP, a Maine Limited Partnership, with a mailing address of c/o The Szanton Company, 482 Congress Street, Suite 203, Portland, Maine 04101. Copies of notices required under this Agreement shall also be sent to John S. Kaminski, Drummond Woodsum & MacMahon, 84 Marginal Way, Suite 600, Portland, ME 04101.

17. Optimal Assessed Value - shall mean (a) prior to April 1, 2018 an amount equal to the actual Current Assessed Value and (b) from and after the beginning of April 1, 2018, an assessed Value in the amount of Three Million and Two Hundred Thousand (\$3,200,000), which amount shall be reduced to reflect any reduction in value from any fire, earthquake, or other casualty or act of God until any damage resulting therefrom is restored and the term of payment obligations of the parties under this Agreement shall be extended by the same period of time the value of the property is reduced until the damage is restored.

18. Original Assessed Value – shall mean the assessed value of all real property in the District as of April 1, 2016.

19. Project Costs - shall mean any costs that are eligible for reimbursement pursuant to 30-A M.R.S.A. § 5245 et seq. or in regulations promulgated thereunder and set forth in the Development Program submitted by THB and approved by the City, specifically including operating expenses.

20. Property – shall mean the Project developed at 149-177 Lisbon Street, Lewiston, Maine, as more fully described in Exhibit A, attached hereto.

21. Tax Incremental Revenues - shall mean those real property tax revenues attributable to Increased Assessed Value in each Tax Year, during the twenty (20) year period beginning in Tax Year 2019 and continuing through the end of Tax Year 2039.

22. Tax Year - shall mean the municipal tax year which begins on July 1<sup>st</sup> after the preceding April 1<sup>st</sup> assessment date in that same calendar year, and which ends on the following June 30<sup>th</sup>. By way of illustration, Tax Year 2018 shall begin on July 1, 2017.

B. City's Obligations.

1. Establishment of Development District. The City shall use commercially reasonable efforts to establish and cause the Maine State Housing Authority to approve the Development District as an Affordable Housing Tax Increment Financing District pursuant to 30-A M.R.S.A. § 5245 et seq., for the purpose of facilitating the provision of the financial assistance contemplated hereunder. The Development District and the Development Program shall have a duration at least

through the end of Tax Year 2040 if necessary to accommodate the possible extension of this Agreement in Section II (H) (13).

2. Disbursement of HOME Grant funds. The City shall provide Federal HOME funds received by the City through the Federal Department of Housing and Urban Development towards HOME funds eligible Development Costs or other Federal funds such as Community Development Block Grant funds in the amount of Three Hundred and Twenty Five Thousand Dollars (\$325,000). These funds shall be provided by City to a corporate affiliate of THB as a grant, and be subject to a sub recipient agreement between the City and the corporate affiliate of THB which requires that these funds be transferred to THB and used to build the Project.

3. Disbursement of TIF funds to THB. The City will disburse the Captured Tax Increment for application toward or reimbursement of Project Costs to THB twice annually in forty (40) disbursements beginning in Tax Year 2019 and continuing through Tax Year 2039, as described in Section II(D)(3), which obligation to disburse is subject to: (1) completion of construction of the Housing by THB; and (2) designation of the Development District and approval of the Development Program and this Agreement by the director of the Maine State Housing Authority.

C. THB's Obligations.

1. THB's Obligation to Construct. THB agrees to construct the Project on the Property, and agrees that the Assisted Housing will be leased or otherwise occupied by households with incomes at or below sixty percent (60%) of area median income, adjusted for household size, THB's total investment in the Property, including the City's assistance, shall be approximately Eleven Million Dollars (\$11,000,000), but in any event sufficient to complete construction of the Project. Construction of the Housing shall commence within eighteen (18) months of the date first set forth above, and THB shall use commercially reasonable efforts to cause the same to be completed on or before June 30, 2018. In the event that the Housing and/or any other portion of the Property is damaged or destroyed by any fire, earthquake, or other casualty or act of God prior to the end of Tax Year 2039, THB shall use such commercially reasonable efforts as are necessary to restore the Housing and/or other portion of the Property to the same condition that existed prior to the damage or destruction.

2. Reimbursement of City's Fees and Expenses. THB shall pay or reimburse the City for all reasonable fees, expenses and other charges of the City and its consultants, including the City's attorneys, in connection with the negotiation, execution and carrying out of this Agreement and the negotiation, approval and carrying out of the Development Program, the administration of the Development District, and the enforcement of any obligations of the Developer regardless of whether an Event of Default shall have occurred.

3. State Reporting Requirements. To the extent required by statute and regulations, THB shall comply with all reporting requirements relating to this tax increment financing project.

4. THB Obligation to Achieve and Maintain Optimal Assessed Value. On or before March 31, 2018, THB agrees that the Optimal Assessed Value shall be achieved, and that as of April 1<sup>st</sup> of each succeeding year thereafter, during the term of this Agreement, Current Assessed Value shall be maintained at no less than the Optimal Assessed Value. The provisions of this paragraph shall apply notwithstanding that Section II.C.1 does not require completion of the Housing until June 30, 2018.

5. THB Contingencies. If any of the following conditions are not satisfied, THB shall have the sole and exclusive right to terminate this Agreement by delivering written notice of such termination to the City, and in the event of such termination the parties shall have no further obligations hereunder:

a. On or before December 31, 2016, THB is awarded low income housing tax credits by the Maine State Housing Authority in an amount when combined with the other sources of financing is sufficient in the sole discretion of THB to finance construction of the Housing

b. On or before July 1, 2017, THB obtains other financing commitments in an amount when combined with the other sources of financing is sufficient in the sole discretion of THB to finance construction of the Housing.

c. City obtains approval of the District from Maine State Housing Authority as contemplated by Section II.B.1 by October 15, 2016.

THB shall have twenty-one (21) days from the dates specified in the foregoing subsections to deliver such termination notices to the City.

6. Purchase of the Property. THB has agreed to purchase those land parcels that

comprise the Property pursuant to a Purchase and Sale Agreement, dated as of May 2, 2016, as the same may be amended from time to time. If THB is unable to close on any of such acquisitions for reasons beyond its reasonable control by December 31, 2017, either party may terminate this Agreement.

D. Administrative Provisions.

1. Taxable Status of District Property: Tax Base Conservation Payment. The parties agree that, other than public ways, water pipes or conduits, industrial inventories or stock in trade, there is no real property located within the boundaries of the Development District which is entitled to exemption from municipal taxation by reason of the status or other qualification of its owner, or the use to which it is put, and that in the event that any part of such real property now or hereafter located, constructed or delivered into the Development District should be determined to be entitled to such exemption from municipal taxation, the owner of such real property shall annually be liable to City in an amount equal to the amount of tax which, but for the exemption, would be due to the City with respect to such real property (hereinafter the "Tax Base Conservation Payment"). Payment of the Tax Base Conservation Payment shall be made on or before September 30th of each year in which it is due. THB shall promptly pay the Tax Base Conservation Payment. This Agreement shall be recorded in the Androscoggin County Registry of Deeds and shall be binding upon the parties and upon all Lessees and/or successors-in-title to THB with respect to property located within the District, for so long as this Agreement shall remain in effect. The Agreement to make Tax Base Conservation Payments with respect to property which is subject to tax exemptions (i) shall be a covenant running with the land, made in consideration of the assistance by the City of Lewiston's Development Costs; (ii) is a voluntary contractual arrangement; and (iii) is not and shall not be construed to create a service charge.

2. Deposits into Development Program Fund. The term of the Development District and this Agreement, subject to the provisions of Section II (H) (6), shall be 20 years. During the term of the Development District, the City shall annually deposit into the Development Program Fund, or other fund established pursuant to 30-A MRSA § 5250-A(3)(A), that portion of each property tax payment by THB or its

successors or assigns during the term of this Agreement constituting Tax Increment Revenues from within the Development District. The City shall make such deposit promptly upon receipt of Tax Increment Revenues. The first payment into the Development Program Fund shall be made from revenues arising out of the Tax Year 2019 September municipal tax bill and shall continue until the last such deposit shall be made from revenues arising out of the Tax Year 2039 March municipal tax bill.

3. THB Payment. THB shall pay to the City when due the taxes on the Optimal Assessed Value or Current Assessed Value, whichever is higher. The City shall withhold from any payment to be made by the City pursuant to this Agreement any amount due from THB that is due and unpaid.

4. Payments from the Development Program Fund for Project Costs. Beginning with the 2019 tax year and continuing through the end of Tax Year 2039 within fifteen (15) days after the last payment by THB of taxes for the Tax Year, and provided that THB has made full payment of taxes on the Optimal Assessed Value or Current Assessed Value, whichever is higher, the City shall pay THB the Captured Tax Increment for that Tax Year, as identified in Section II (A) (4). THB agrees that all payments made to it will be used and applied to Project Costs. The remaining proceeds of the Development Program Fund shall be remitted to the City's General Fund, consistent with 30-A M.R.S.A. §§ 5250-A (3) (D).

E. THB Guaranty of Optimal Assessed Value to the City.

1. Undertaking to Guaranty and Determination of Amounts Guaranteed. In order to induce the City to enter into this Agreement, THB covenants, notwithstanding Section II.C.1, that by March 31, 2018, the Optimal Assessed Value shall be achieved. To give effect to that covenant, THB agrees that in the event that as of March 31, 2018 or as of April 1<sup>st</sup> of each subsequent year while this Agreement remains in effect, the Current Assessed Value is less than the Optimal Assessed Value, THB promises to pay to the City a sum equal to the difference between the actual tax revenues (being those computed upon the basis of the then Current Assessed Value of the Housing and land) and the tax revenues which would have been realized had the Optimal Assessed Value been achieved, as adjusted as necessary for the portion thereof that would have been paid to pursuant to the provisions of this Agreement.

2. Due Date of Payment, Etc., of Guaranteed Payments. Such payments shall be made on the due date(s) of tax payments to the City following the April 1 assessment date to which the guaranteed payments correspond) and shall, in the event that they are not timely paid, be subject to the same rate of interest as that assessed upon late taxes. These Guaranty obligations shall remain in effect during the term of this Agreement.

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

F. Default and Remedies.

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

a. Failure to Pay. Failure of either party to timely make payments to the other party due and payable under this Agreement within fifteen (15) days after the receipt of written notice of such payment failure.

b. Abandonment of Project. THB shall abandon the Project.

c. Failure to Pay Taxes. THB shall fail to make any payment of municipal taxes assessed upon real or personal property of THB's within the District within Forty-Five (45) days after the due date of such taxes and within Fifteen (15) days after the City shall have provided THB with written notice of such failure.;

d. Other Failures to Perform. Any other failure by a party, other than a payment failure, to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the party to be observed or performed;

e. Events of Insolvency. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the party.

2. Remedies on Default. Whenever any Event of Default referred to in Section II (F) (1) other than a payment failure under Section II (F) (1) (a) shall have occurred and be continuing for a period of thirty (30) days after a party's receipt from the other party of written notice of such Event of Default by the party or, in the case of a payment failure, be continuing beyond any applicable grace period pursuant to Section II(F)(1)(a), if any, the other party may, in its discretion, (a) specifically enforce the performance or observance of any obligations, agreements or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured; and/or (c) declare an Event of Default to exist, terminate this Agreement and its obligations under this Agreement. A defaulting party agrees to pay the other party's expenses, including reasonable attorneys' fees, incurred in connection with enforcing this Agreement or as a result of an Event of Default by the defaulting party.

3. Remedies Cumulative. No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of

Default, to insist upon the strict performance of any covenant or agreement herein set forth or to exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.

G. Indemnification.

THB agrees that it will at all times indemnify and hold harmless the City and each officer or employee of the City against any and all losses, costs, damages, expenses and liabilities of whatever nature, including, but not limited to, reasonable attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments, directly or indirectly resulting from, arising out of, or related to one or more Claims (hereinafter defined), but excluding any Claims to the extent arising from the City's negligent acts or omissions. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature against the City relating in any manner to the actions or omissions of THB in connection with the development of the Housing and THB's performance under this Agreement, including but not limited to claims, lawsuits, causes of action and other legal actions and proceedings, involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City or any other person and all property owned or claimed by the City, THB, any affiliate of THB or any other person). The obligations of THB under this Section shall apply to Claims that arise out of, or are related to any event, occurrence, condition or relationship prior to termination of this Agreement, whether or not such Claims are asserted prior to termination of this Agreement or thereafter. The obligations of THB under this Section shall not be affected by an assignment or other transfer by the City or THB of its right, title or interest under this Agreement, and will continue to inure to the benefit of the City and its officers and employees both prior to and after any such assignment or transfer.

Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

H. Miscellaneous.

1. Representations and Warranties. Each party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the State of Maine (b) it has the necessary power and authority to enter into and perform its obligations under this Agreement; (c) it has duly authorized the persons(s) signing this Agreement to execute this Agreement on its behalf; (d) upon execution, this Agreement will be a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (e) the execution and delivery of this Agreement and its performance by such party will not violate, result in a breach of or conflict with any law, rule, regulation, order or decree applicable to such party, its organizational documents or the terms of any other agreement binding on such party, except that to the extent that any obligations of the City hereunder require approvals by municipal zoning officials or bodies, including without limitation, the Planning Board and Zoning Board of Appeals, or require approvals of State agencies, or judgments of state courts, such as in the case of eminent domain proceedings, such obligations are contingent upon obtaining the necessary approvals.

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

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

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

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

6. Effective Date and Term. This Agreement shall remain in full force from the date of execution of this Agreement and shall expire upon the payment of all amounts due to THB and the performance by the City and THB of their respective obligations under this Agreement (not including amounts owing under the mortgage loan referenced in Section II (B) (2)) unless sooner terminated as provided in this Agreement. The obligations of the City to deposit Tax Increment Revenues into the Development Program Fund and to make payments from the Development Program Fund to THB shall terminate after the conclusion of Tax Year 2039 unless this Agreement shall be terminated earlier. For Tax Years 2040 and thereafter, all property within the Development District shall be taxable by the City to the extent provided by law.

7. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be

construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8. Assignability. THB shall not have the right to transfer or assign all or any portion of its rights in, to and under this Agreement, or the Development Program, at any time, unless the City, by its City Administrator consents to the same, which consent shall not be unreasonably withheld. THB and the City expect that THB will assign this Agreement to its construction lender, to Maine State Housing Authority and possibly other lenders as collateral security for THB's loans. Any such assignment shall be subject to mutually acceptable documentation of the lender's recognition of the City's rights under this Agreement.

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

10. No Personal Liability of Officials of the City: Relationship of Parties. No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation, or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof. The parties understand and agree that no party is an agent, employee, contractor, vendor, representative or partner of any other party, that (except as expressly set forth in writing) no party shall owe a fiduciary duty to any other party, that no party shall hold itself out as such to third parties and that no party is capable of binding any other party to any obligation or liability without the prior written consent of the other party. Neither the execution and delivery of this Agreement, nor consummation of the transactions contemplated hereby, shall create or constitute a partnership, joint venture or any other form of business organization or arrangement between or among the parties.

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

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

13. One Year Extension Provisions. In the event that both (i) THB does not receive an allocation of low-income housing tax credits (“LIHTCs”) from Maine State Housing Authority as a result of the application that THB will submit in late 2016 and (ii) THB does not terminate this Agreement prior to January 23, 2017 pursuant to section II (C)(5)(a), then this Agreement shall automatically be extended for an additional year in order to enable THB to make a second application for LIHTCs in the next competitive allocation round expected to occur in late 2017. In the event that this Agreement is so automatically extended, then all dates and Tax Years referenced in this Agreement shall be extended by one year, except for the following which shall remain as originally stated: (i) the date of this Agreement, (ii) the date for computing the Original Assessed Value in Section II (A) (18), (iii) the reference in Section II (B)(1) to Tax Year 2040 as the measuring date for the minimum duration of the Development Program and Development District.

**(Remainder of page intentionally left blank)**

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

CITY OF LEWISTON

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Edward A. Barrett  
Its: City Administrator

THE HARTLEY BLOCK, LP

\_\_\_\_\_  
WITNESS

By: 155 Lisbon Street, LLC  
Its General Partner

\_\_\_\_\_  
By: Nathan Szanton  
Its Managing Member

STATE OF MAINE  
ANDROSCOGGIN, SS.

\_\_\_\_\_  
June \_\_\_\_\_, 2016

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

\_\_\_\_\_  
Notary Public/Attorney-at-Law

STATE OF MAINE  
CUMBERLAND, SS

\_\_\_\_\_  
June \_\_\_\_\_, 2016

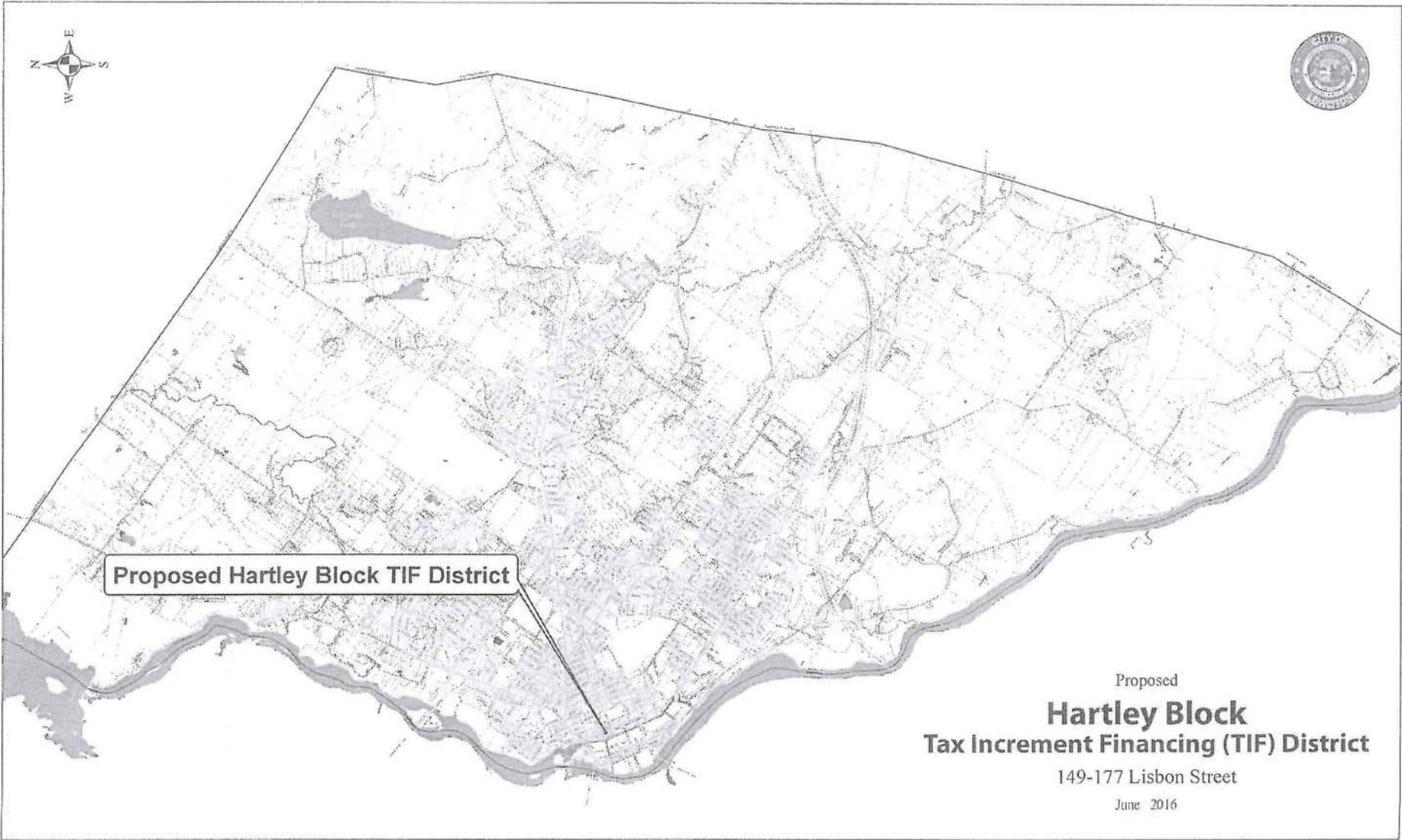
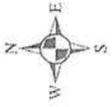
Personally appeared before me the above-named Nathan Szanton, Managing Member of 155 Lisbon Street, LLC, the General Partner of The Hartley Block, LP, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said limited liability company

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Exhibit A

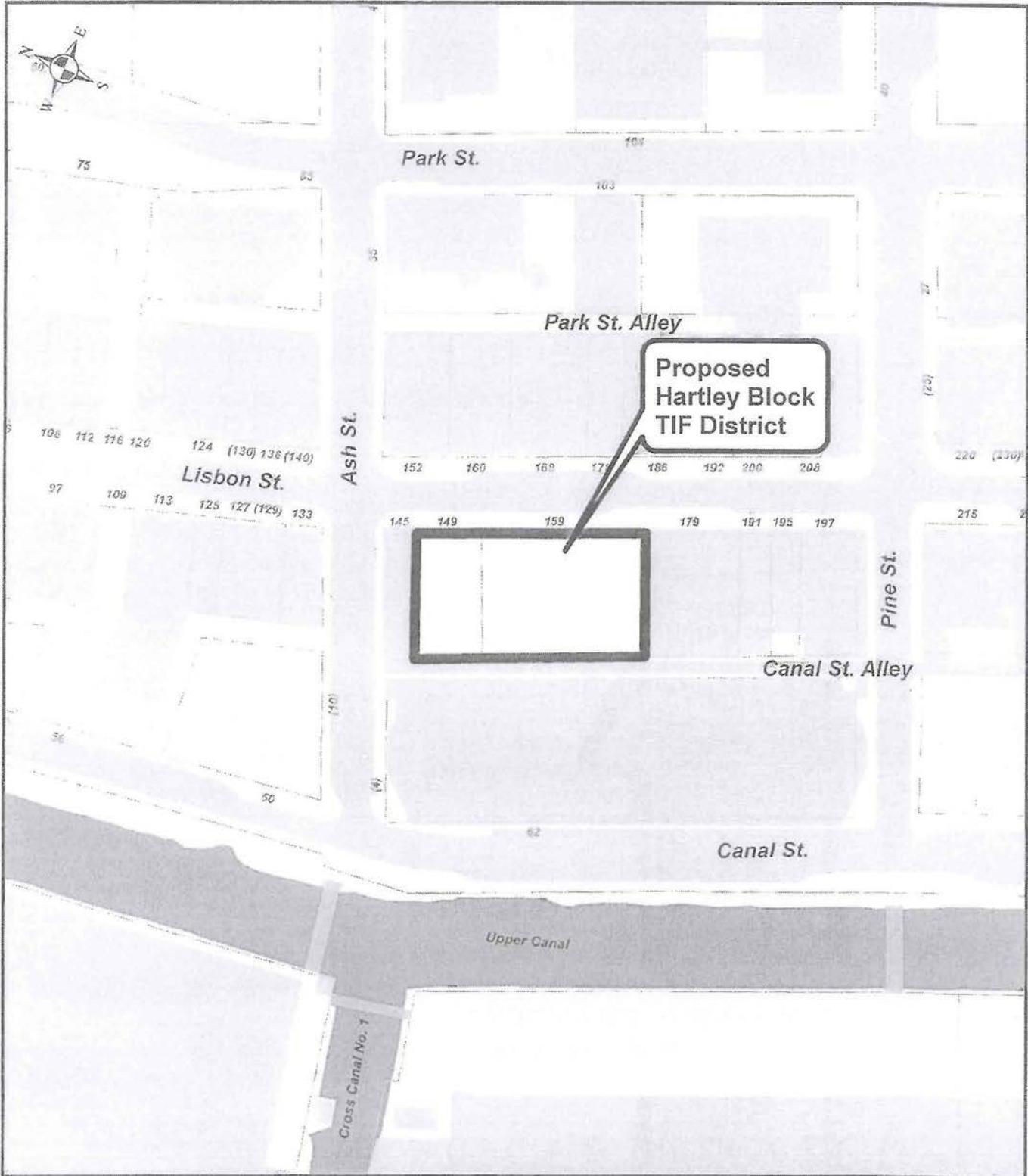
Property Description

(See Attached)



**Proposed Hartley Block TIF District**

Proposed  
**Hartley Block**  
**Tax Increment Financing (TIF) District**  
149-177 Lisbon Street  
June 2016



Proposed  
**Hartley Block**  
**Tax Increment Financing (TIF) District**  
149-177 Lisbon Street

June 2016

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 13**

**SUBJECT:**

Public Hearing and Order approving the establishment of The Hartley Block Tax Increment Financing District and Program.

**INFORMATION:**

This agenda item is to approve a Tax Increment Financing District regarding the development of The Hartley Block at 159-177 Lisbon Street. A multi-story building is planned which will offer new housing units in the downtown.

Prior to taking action, the City Council must hold a public hearing on the proposed TIF district and program.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EVAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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1) To open and hold a Public Hearing on the proposed Hartley Block Tax Increment Financing District and Program.

2) To approve the Order approving the establishment of The Hartley Block Tax Increment Financing District and Program.



COUNCIL ORDER

**Order,** Approving the establishment of the Hartley Block Tax Increment Financing District and Program

Whereas, the City Council has had several prior Orders schedule for action at their June 21<sup>st</sup> meeting in support of development of a 63 unit mixed-income, mixed use building to be built at 149 – 177 Lisbon Street to be known as The Hartley Block; and

Whereas, in order receive the required statutory approval and to give legislative force to of one of those prior scheduled Orders, the approval of the *Agreement of Development Assistance and Tax Increment Financing*, a public hearing must be held to solicit public comment regarding the establishment of the Hartley Block TIF District and Development Program at which citizens are given the opportunity to comment on whether the district and development program will contribute to the expansion of affordable housing in the community, result in the betterment of the health, welfare or safety of residents, and to provide an opportunity for any claim by a party that the district or program will be detrimental to that party's property interests and for which substantial evidence of that detriment is produced. If such claim is made the City Council shall determine whether any claimed adverse impact is outweighed by the provision of affordable housing or other benefits of the development program; and

Whereas, the required 10 day public notice for the June 21 City Council Public hearing was published in the Sun Journal on June 9, 2016; and

Whereas, maps of the proposed district are attached and were presented at the public meeting; and

Whereas, the TIF Program will return 50% of the new taxes generated within the district for a term of 20 years to the developer, with the other 50% of new taxes generated being paid into Lewiston's General Fund. Proforma attached and presented estimate that the developer and City will each receive \$43,479 annually, and \$869,587 over the TIF term from the Development Program; and

Whereas, creation of the Hartley Block TIF District and Program are estimated to result in the City receiving \$15,799 annually in Tax sheltering benefits by reducing

[Type text]

the amount of County Taxes that the City would have paid, and preserving the level of State Aid for Education and Revenue Sharing the City would have lost if The Hartley Block is developed without an approved TIF District or Program in place; and

Whereas, a draft of the Maine State Housing Authority Affordable Housing and Tax Increment Financing Application is attached and was included in the Council Agenda Packet which was available to the public four days before the Public Hearing. The application more thoroughly details the TIF District and Program and included all of the required attachments but for those that can only be created after the Public Hearing.

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

*The Hartley Block Development District and Program* is hereby approved in a form substantially similar to the attached, City staff is directed to finish the application reflecting comments received at the Public Hearing, and the City Administrator is hereby authorized to submit the complete application and supporting documentation to the Maine Housing Authority for approval.

# MAINE STATE HOUSING AUTHORITY

## APPLICATION

### Affordable Housing Tax Increment Financing

The Municipal Affordable Housing Development Districts statute, 30-A M.R.S.A. §§5245 – 5250-G, referred to as the "TIF Statute" in this Application, applies to affordable housing tax increment financing in Maine. The TIF Statute provides that before a municipality's designation of an affordable housing development district and its adoption of the associated affordable housing development program for the district become effective, MaineHousing must review the proposed district and development program to ensure compliance with the TIF Statute.

*All applications to MaineHousing for review of an affordable housing development district and its associated development program must be on this form and include all eight Attachments noted below.*

Sections 1 and 2 below are in fillable PDF format and may be completed on-line. After you have completed Sections 1 and 2, please print the Application and sign where indicated in Section 1.

This Application, with Attachments 1 through 8, may be submitted to MaineHousing in one of two ways:

By e-mail to Anne Paré sent to [apare@mainehousing.org](mailto:apare@mainehousing.org), *or*

By mail to: Anne Paré, MaineHousing, 353 Water Street, Augusta, Maine 04330

In this Application "district" means an affordable housing development district and "development program" means an affordable housing development program.

## SECTION 1 – APPLICANT INFORMATION

1-1 Name of applicant city or town: City of Lewiston

1-2 Municipal official submitting this Application:

Edward A. Barrett

Printed name

City Administrator

Title

27 Pine Street, Lewiston, ME 04240

Mailing address

(207) 513-3121 ext. 3200

Phone number

ebarrett@lewistonmaine.gov

E-mail address

*The municipal official named above certifies that he/she has the authority to submit this Application to MaineHousing and further certifies that to the best of his/her knowledge, the information contained in this Application and its Attachments is true.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**1-3 Municipal official with authority to submit annual reports to MaineHousing on the status of the district:**

Lincoln Jeffers

Printed name

Econ & Community Dev. Director

Title

27 Pine Street, Lewiston, ME 04240

Mailing address

(207) 513-3014

Phone number

ljeffers@lewistonmaine.gov

E-mail address

## SECTION 2 – NOTICE AND HEARING

Before designating a district or adopting a development program, the municipal legislative body must

- (a) hold at least one public hearing,
- (b) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality,
- (c) at the hearing, consider
  - (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents,
  - (ii) any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced, and whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

**2-1 Date of public notice:** June 9, 2016

***Attachment 1 – Newspaper Notice***

*Include as **Attachment 1** a copy of the newspaper page showing the public notice and the newspaper name and date.*

**2-2 Date of public hearing:** June 21, 2016

## Appendix A

### Checklist for Approval of District and Development Program

#### **District description:**

The Hartley Block TIF district is comprised of seven parcels as presented in the tax parcel map in attachment 5 as well as a municipal map showing the location of the district. These parcels are located at 149-177 Lisbon Street. Per City of Lewiston Assessor Records the parcel is 18,884 square feet in size.

#### **Description showing at least 25% of District area is suitable for residential use, blighted, or in need of rehabilitation/redevelopment:**

The project, known as the Hartley Block, is located within the City's Centreville zoning district. The Centreville district is to encourage a concentration of economic enterprises in the central business district that is convenient and attractive for a wide range of retail, service, financial, government, professional, entertainment and appropriate residential uses in a setting conducive to a high volume of pedestrian traffic. The standards of the district will initiate economic revitalization through increased occupancy of downtown properties, improved real estate values, increased consumer activity, and encourage the restoration and preservation of historic buildings and honor the rich Franco-American cultural heritage of the community. Multi-use buildings are permitted in this district, as well as retail, commercial, and residential uses.

The district is currently a vacant and blighted lot approximately 18,884 square feet in size. This area has remained vacant and blighted since 2006 when a fire devastated the former buildings present on the site. One hundred percent (100%) of the district is suitable for residential development although a portion of the site will be left undeveloped for use as a courtyard for residential tenants. The proposed project will result in forty-one (41) apartments of independent, decent and affordable one, two, and three bedroom housing units and related community space for income qualified individuals and families; and twenty-two (22) market rate apartments which will be comprised of one, two, and three bedroom units. Approximately 4,100 square feet of retail/commercial space will be constructed on the Lisbon Street side of the building at street level.

**District acreage divided by total municipal acreage is not more than 2%**

The total municipal acreage is 22,283 acres. The total district acreage is 0.4335 acres (18,884 square feet). District acreage as a percent of municipal acreage is 0.00002%.

**Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%**

The total acreage of all development districts is 726.72 acres. The total municipal acreage is 22,283 acres. Total development district acreage is 3.26% of the total municipal acreage.

**Original Assessed value (OAV) of district:**

The original assessed value of the district is \$41,310. See attachment 6 for certification signed by municipal assessor confirming OAV amount and date.

**OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1<sup>st</sup> before MaineHousing approval is not more than 5%:**

The aggregate OAV of all existing and proposed affordable housing development districts is \$1,186,466. The aggregate taxable property value as of April 1, 2016 is estimated to be \$1,895,408,200. The aggregate OAV as is 0.000626% of total taxable value.

**Development Program start and end dates:**

The first tax year of the development program shall be Tax year 2018 beginning July 1, 2017. The last tax year of the development program shall be tax year 2038 beginning July 1, 2037. The municipal fiscal year is July 1-June 30.

**The development program meets an identified housing need in municipality**

Lewiston continues to see demand for higher quality rental housing in the downtown area. Downtown Lewiston has a significantly high rate of lead poisoned children due to predominance of older housing stock. Coupled with the generally high rate of low-income families within the downtown, the need for newer, safe, affordable housing is significant.

The comprehensive plan, Legacy Lewiston, reports that “despite a reputation as an inexpensive City, three out of five households (60.9% according to the 2012 American Community survey) cannot afford a median priced home or apartment. The comprehensive plan identifies the need for new, high quality, multifamily residences to meet the current and emerging residential needs in the City.

The Hartley Block will meet the goals of the comprehensive plan and needs for safe, affordable housing, presently in demand, by providing forty-one (41) apartments of independent, decent and affordable one, two, and three bedroom housing units as well as twenty-two (22) market rate apartments which will be comprised of one, two, and three bedroom units. The location of the Hartley Block in downtown Lewiston will be accessible to public transportation and within walking distance of downtown services and all essential shopping and services.

**District must be primarily residential development:**

The Hartley Block building will be approximately 62,000 square feet. The majority of the Hartley Block will consist of 63 residential units and related residential amenities that shall include a lobby, gym facility, tenant storage, and laundry facility. The residential units and related residential facilities will comprise 93% of the building, approximately 57,900 square feet. The Hartley Block will provide only 4,100 square feet of non-residential uses that will be utilized by retail/commercial uses.

**At least 33% of the housing units in the district must be affordable housing:**

The Hartley Block will contain forty-one (41) affordable units for income qualified residents and families earning no more than 60% of the area median income adjusted by household size.. The affordable units represent 65% of the sixty-three (63) residential units to be developed in the district.

**Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time:**

A significant portion of the financing for the Hartley Block will come from the sale of Federal Low Income Housing Tax Credits, which are distributed and administered by MaineHousing. As a requirement of receiving LIHTC the developer is required to execute and abide by a Declaration of Covenants and Restrictions, which includes a 30 year period of affordability which is monitored by MaineHousing.

**Operation of housing and facilities in the district:**

The developer and owner of the Hartley Block, The Hartley Block, LP, is part of the Szanton Company in Portland. All Szanton Company properties are managed by their own management company, Saco Falls Management. Operating funds will be provided by rental income generated from the development as well as tax increment revenue.

**Specific planned uses of tax increment revenues from the district:**

The tax increment revenues from the district will all be used inside the district to support building operations and debt service related to the project. Depending on approval of Low

Income Housing Tax Credits, the development is anticipated to begin construction in spring 2017 and begin operating on or before June 30, 2018. No tax increment revenues are anticipated to be used outside the district. Approximately, \$43,479 annually will be generated in tax increment revenues which will be used to offset the operating expenses listed below.

*Annual Operating Expenses for the Hartley Block*

Administrative & Insurance – \$72,255

Service Coordination – \$22,932

Utilities – \$87,900

Maintenance – \$110,217

Debt Service – \$44,048 (20 Yr Amortizing)

Debt Service – \$101,000 (30 Yr Interest Only)

**Municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund:**

N/A

**A financial plan showing for each year the development program will be in effect**

See proforma in Attachment 9 for complete financial plan. A copy of the Agreement for Development Assistance and Tax Increment Financing, detailing the development program and use of credit enhancement, can be found in Attachment 7&8.

Fifty (50) percent of the new taxes generate within the district will be returned to the developer for a period of 20 Years. The remainder of the new taxes generated will be deposited in Lewiston’s General Fund. The Original Assessed Value (OAV) of the District is \$41,310. The *Agreement for Development Assistance and Tax Increment Financing* establishes that by April 1, 2018 the Optimal Assessed Value of the District shall be no less than \$3,200,000. Accordingly, the Captured Assessed Value of the District based on the OAV and a 50% reimbursement of taxes paid to the developer is estimated at \$1,579,345.

Estimated tax shifts from the designation of captured assessed value:

\$2,215 Estimated Annual Revenue Sharing tax shift

\$13,109 Estimated Annual State Aid for Education tax shift

\$475 Estimated Annual county tax shift

### **Relocation plan for persons temporarily or permanently displaced by development activities**

The project site is currently vacant land. No relocation plan will be required.

### **Description of environmental controls to be applied**

The Project is committed to following all local and state laws and regulations. Locally, full planning board site plan approval will be sought Summer 2016. Additionally, the project will adhere to MaineHousing's Contractor Standards and Green Building Standards. A Phase I environmental study will be conducted and any necessary corrective action taken.

### **Development program consistent with comprehensive planning**

The current approved comprehensive plan was adopted in May 1997. The proposed project is consistent with this plan. The Lewiston City Council is currently reviewing an updated comprehensive plan, Legacy Lewiston, and is expected to adopt this plan Summer 2016. The proposed project is consistent with the Legacy Lewiston plan and is located in an identified growth area in compliance with 30-A M.R.S.A §4349-A.

### **District not in conflict with municipal charter**

The proposed district is not in conflict with municipal charter.

### **Municipal Debt Financing**

There will be no municipal debt financed for the proposed project.

## Hartley Block Proforma

63 Mixed Income Apartments with 4,100 s.f. of Retail

Year	Original Assessed Value	Total Assessed Value	Increased Assessed Value	Captured Assessed Value (50%)	Mil Rate	TIF Revenue to Developer (50%)	City General Fund Tax Revenue (50%)
1	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
2	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
3	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
4	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
5	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
6	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
7	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
8	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
9	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
10	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
11	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
12	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
13	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
14	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
15	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
16	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
17	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
18	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
19	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
20	\$41,310	\$ 3,200,000	\$ 3,158,690	\$ 1,579,345	0.02753	\$ 43,479	\$ 43,479.37
						<b>\$ 869,587</b>	<b>\$869,587</b>

Hartley Block Proforma

**Tax Shifts**

Year	Captured Assessed Value (50%)	County	Revenue Sharing	Education	Total
1	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
2	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
3	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
4	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
5	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
6	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
7	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
8	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
9	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
110	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
11	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
12	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
13	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
14	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
15	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
16	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
17	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
18	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
19	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
20	\$1,579,345	\$ 475	\$ 2,215	\$ 13,109	\$ 15,799
<b>Total</b>		<b>\$ 9,495</b>	<b>\$ 44,306</b>	<b>\$ 262,180</b>	<b>\$ 315,981</b>



## Department of Assessing

Bill Healey  
Chief Assessor



### *CERTIFICATE*

CITY OF LEWISTON, MAINE

CITY ASSESSOR

The undersigned Chief Assessor of the Assessment Department for the City of Lewiston, Maine, does hereby certify that the tax map showing the boundaries of the proposed **The Hartley Block Affordable Housing Development TIF District** as shown in Attachment 5 are an accurate depiction of the proposed District. The Original Assessed Value of the proposed TIF District as of March 31, 2016 was Fourty-one Thousand, Three Hundred and Ten dollars (\$41,310).

IN WITNESS THEREOF, this Certificate has been executed as of this 16<sup>th</sup> day of June, 2016.

CITY OF LEWISTON

Handwritten signature of Bill Healey in black ink.

\_\_\_\_\_  
Bill Healey, Chief Assessor

STATE OF MAINE

ANDROSCOGGIN, SS.

June 16, 2016

Personally appeared before me the above-named Bill Healey, Chief Assessor of the City of Lewiston and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Handwritten signature of Kelly J. Brooks in black ink.  
\_\_\_\_\_  
Notary Public/Attorney-at-Law

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

# Sun Journal

Connecting you with your community

6/14/2016

CITY OF LEWISTON  
ECONOMIC & COMMUNITY DEVELOPMENT  
27 PINE ST  
LEWISTON, ME 04240

TO WHOM IT MAY CONCERN:

We hereby certify that the following:

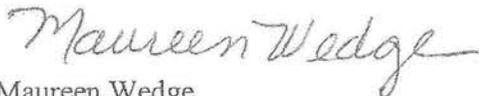
**LEGAL AD The Hartley Block**

was published in the DAILY Sun-Journal a newspaper having its principal place of business in the County of Androscoggin. With general circulation in the Counties of Androscoggin, Franklin and Oxford.

**Date(s) Published: 6/9/16**

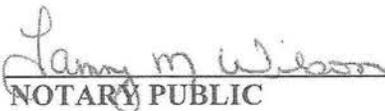
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Sun-Journal/SUNDAY  
Lewiston, Me

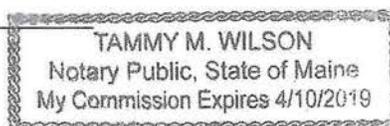


Maureen Wedge  
Vice President/Human Resources

Subscribed and sworn to before me this 14<sup>th</sup> Day of June, 2016 at Lewiston, in the County of Androscoggin, in the State of Maine.



NOTARY PUBLIC



104 PARK STREET • P. O. BOX 4400 • LEWISTON, MAINE • 04243-4400

## Local sports

### Local notices

#### Phoenix Karate Academy's kids' May belt test

AUBURN — Phoenix Karate Academy is very pleased to announce its most recent belt test, promoting several students to the next level of rank.

All students executed basics (punches, blocks, kicks) using correct Japanese terminology, Kata (set memorized movements), Self-Defense techniques, and sparring concepts. 50 sit-ups and 25 push-ups. Then had to lead the class through basics, (punches, blocks, kicks). Followed by a brief announcement of their required community service project and an essay detailing their discoveries during their journey from white belt to black.

Beckett and Gwendolyn

Finally, both students had to spar (light contact fighting) against students of equal or greater rank for four minutes without rest. Both students are models for Phoenix Dojo precepts: Humility, Self Control, Integrity, Courtesy, Discipline, Perseverance, Compassion.



SUBMITTED PHOTO

#### Phoenix Karate Academy's May adult belt test

AUBURN — Phoenix Karate Academy is very pleased to announce its most recent belt test, promoting several adult students to the next level of rank.

All students executed basics (punches, blocks, kicks) using correct Japanese terminology, Kata (set memorized movements), Self-Defense techniques and sparring concepts (light contact fighting).

Finally, both students had to spar (light contact fighting) against students of equal or greater rank for four minutes without rest. Both students are models for Phoenix Dojo precepts: Humility, Self Control, Integrity, Courtesy, Discipline, Perseverance, Compassion.

**NOTICE OF PUBLIC HEARING**  
Maine State Housing Authority  
(MaineHousing)  
Notice of Public Hearing on 11 C



Edward Little goalkeeper Mariah Vaillancourt makes a save against Mt. Ararat.

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ping in a goal. Piper Norcross led the Red Eddies with four ground balls.

**NOTICE OF PUBLIC FORECLOSURE SALE**  
A public foreclosure sale of the property located at 51 Sweden Road, Waterford, Maine, Maine will be held at 10 a.m. on Monday, July 11, 2016 at the offices of Isaacson & Raymond, 75 Park Street in Lewiston, ME. The property is located in South Waterford in between Bear Pond and Keoka Lake. For a more detailed description refer to the Mortgage recorded in the Oxford County Registry of Deeds in Book 4066, Page 71. All bidders in the real estate, with the exception of the mortgagee, shall pay a \$5,000 deposit in cash or by certified United States funds made payable to Isaacson & Raymond P.A., at the time of sale as a qualification to bid on the property. For further information, including the full terms of the sale, contact Jesse Archer, Esq., Isaacson & Raymond, P.A., 75 Park Street, P.O. Box 891, Lewiston, ME 04243 (Tel: 207-795-5000).

**PUBLIC NOTICE**  
**CITY OF LEWISTON**  
**ESTABLISHMENT OF AN AFFORDABLE HOUSING TAX INCREMENT FINANCING (TIF) DISTRICT AND PROGRAM**  
The Lewiston City Council will hold a public hearing to be held in the City Council Chambers, First Floor, City Building, on **Tuesday, June 21, 2016 at 7:00 PM**, or as soon thereafter as it may be heard, regarding the establishment of the following proposed Affordable Housing Tax Increment Financing (TIF) District and Program:  
**The Hartley Block**  
The proposed TIF District and Development Program is being established to help offset operating costs in a mixed income housing project proposed for construction on an 18,384 s.f. lot located at 149-177 Lisbon Street. Any interested person may appear and will be given the opportunity to be heard before final action is taken.  
The City of Lewiston is an EOE. For more information, please visit our website at [www.ci.lewiston.me.us](http://www.ci.lewiston.me.us) and click on the Non-Discrimination Policy.

## ONSITE AUCTION

**SATURDAY JUNE 11TH AT 10:00 AM PREVIEW STARTS AT 8:00 AM**

**PAUL ARSENAULT AUCTIONEERS HAS BEEN ASKED TO LIQUIDATE THE ENTIRE MACHINE SHOP, VEHICLES, TRACTOR, DOZER, ANTIQUES AND MORE WATCH AUCTION.ZIP.COM FOR PICTURES STARTING SOON. THE ESTATE OF STEVE IMMNON (LATE) OF WEST PARIS MAINE. VERY WELL KNOWN TO ALL AS A MACHINIST, CAR ENTHUSIAST, LOVER OF RACING, MOPAR LOVER, ALL AROUND MAINE TRADESMEN. PLEASE TRY TO ATTEND THIS AUCTION.**

**HELD ONSITE 85 BETHEL ROAD WEST PARIS MAINE 04289.**

**A SAMPLING OF WHAT WILL BE SOLD IN NO CERTAIN ORDER BELOW VEHICLES AND MACHINERY A RARE 1966 PLYMOUTH SATELLITE 2 DOOR WITH A 426 HEMI MOTOR. THIS CAR WAS THE PRIDE AND JOY OF STEVE. A DAILY DRIVE 1965 PLYMOUTH BELVEDERE 2 DOOR LOOKS AND RUNS GREAT. BOTH CARS ARE PICTURED AT GARAGE WHERE I HAD THEM SERVICED. 1983 DODGE W200 PLOW TRUCK WITH RACK BODY AND PLOW RUNNING GOOD. 1996 DODGE AVENGER A DAILY DRIVER. 2004 DODGE TRUCK WITH HEMI MOTOR RUNS GOOD. OLD RAT ROD CAR SOLD AS IS. REAL NICE OLDER DODGE VAN THIS VAN JUST NEEDS A BATTERY AND A TUNE UP. REAL NICE FORD TRACTOR WITH BUCKET 2 WHEEL DRIVE PURCHASED NEW BY FAMILY WITH 2200 HOURS DRIVE IT DAILY. VINTAGE OLIVER DOZER AGAIN PURCHASED NEW BY FAMILY LOW USAGE MODEL 0C-3. JOHN DEERE LOADER RUNS AND OPERATES. SEVERAL OLDER RACING SNOW MACHINES, GO CARTS. VINTAGE MINI BIKE FRAMES, JOHN DEERE VINTAGE MOWING BLADE, AND MORE WATCH ZIP FOR PICTURES.**

**MACHINERY AND TOOLS INCLUDE: STANDARD MODERN TOOL CO. 14" LATHE. BRIDGEPORT DRILL PRESS #J-54400, SUNNEN GRINDER #19781, CUTLER HAMMER MOTOR CONTROL GORTON PRESS, NORTON GRINDING MACHINE STOUX VALVE FACE GRINDING MACHINE, AJAX COMPRESSOR #4624 MODEL**

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 21, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 14**

**SUBJECT:**

Order approving a long term Parking Lease with The Hartley Block, LP

**INFORMATION:**

To support the future tenants of the new development at 159-177 Lisbon Street, the developer would like to secure a long term lease to provide parking for the residents of the building. The Hartley Block, LP, desires to lease up to 63 spaces in the Centreville Garage for a term of 30 years.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order approving a long term Parking Lease with The Hartley Block, LP.



COUNCIL ORDER

**Order,** Approving a long term Parking Lease with The Hartley Block, LP

Whereas, the City Council has entered into a public/private partnership with The Hartley Block, LP in which the City is providing Tax Increment Financing support and \$325,000 in HOME funds which will be used to support the construction and operational expenses of a new building at 149 – 177 Lisbon Street, to be called The Hartley Block, and within which 63 new apartments will be built; and

Whereas, a significant portion of the financing for the project will come from MaineHousing, banks, and tax credit syndicators; and

Whereas, to approve financing these entities require assurance that adequate parking for the project is will be available; and furthermore, the marketability of the housing requires adequate parking be provided; and

Whereas, The Hartley Block, LP wishes to provide that parking proximal to the building, and accordingly, desires to lease up to 63 spaces in the Centreville Garage for a term of 30 years which will begin when a Certificate of Occupancy is issued for The Hartley Block, paying the prevailing residential rate for each of the spaces, and including one paid parking space per apartment in their lease commitments to their tenants; and

Whereas, The Hartley Block, LP wants to preserve the availability of up to 28 additional spaces that their tenants may lease directly from the City in either the Centreville or Oak Street Parking Garages, and

Whereas, the lease of 63 parking spaces at the current residential rate of \$42 per month will result in \$31,752 annually in parking revenue to the City

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

the attached Parking Lease Agreement between The Hartley Block, LP and the City, which specifies the details of the agreement outlined above, is hereby approved in a form substantially similar to the attached, and the City Administrator is authorized to execute the document on behalf of the City.

## PARKING LEASE AGREEMENT

This PARKING LEASE AGREEMENT (this "Lease") is entered into as of this \_\_\_\_\_ day of June, 2016, by and between THE HARTLEY BLOCK, LP, a Maine limited partnership with a mailing address of c/o The Szanton Company, 482 Congress Street, Suite 203, Portland, Maine 04101 ("Tenant") and the CITY OF LEWISTON, a municipality organized and existing under and by virtue of the laws of the State of Maine with a mailing address of 27 Pine Street, Lewiston, Maine 04240 ("the City").

1. Premises. The City is the owner of the Centreville Parking Garage located at 62 Canal Street (the "Centreville Garage") which is located near the residential project to be called the Hartley Block which is, being developed by Tenant at 149 – 177 Lisbon Street, Lewiston, Maine (the "Project") The City hereby agrees to rent to Tenant and Tenant agrees to rent from the City the use of sixty-three (63) parking spaces (the "Parking Spaces") located in the Centreville Garage subject to the terms and conditions set forth herein. Included among the Parking Spaces on or prior to the Commencement Date shall be 13 handicapped accessible parking spaces, which shall include 3 van accessible handicapped parking spaces. The premises leased hereunder shall at all times be deemed to include the right to enter onto and to cross the land of the City adjoining the Centreville Garage for purposes of ingress and egress by Tenant and its invitees to the Parking Spaces. The Parking Spaces shall be for the use (as further described herein) of the Tenant's tenants and visitors at the Project. The parties acknowledge that the Parking Spaces do not constitute specific parking spaces in the Garages and are not located in a specified area of the Centreville Garage. The Parking Spaces provided by the City for use by Tenant shall be used in common with other tenants of the City and other users of the Centreville Garage, provided, however, that the City shall, subject to the provisions of Section 3 below, at all times have available the Parking Spaces leased hereunder for use by Tenant and Tenant's invitees. The City represents, warrants and covenants that it has lawful title and right to make this Lease for the term and on the conditions described herein. The Tenant shall designate no later than one month in advance by notice to the City how many spaces shall be leased in the Centreville Garage, not to exceed sixty-three (63) Parking Spaces collectively, and may vary that designation from time to time but no more frequently than monthly, and the City shall honor that designation. Upon provision of such designation and payment of any rent owed in connection with the designated Parking Spaces, the City shall provide Tenant with the means of utilizing such Parking Spaces as contemplated under Section 8 hereof.

2. Additional Spaces Available for Lease by Tenant or Residents of Tenant's Project. In addition, the City agrees to rent to Tenant or to the residents of the Project upon request, up to twenty-eight (28) additional parking spaces (Additional Spaces). Subject to the City's rights in Section 3, the City will endeavor to locate these Additional Spaces in the Centreville Garage

3. City's Right to Designate Alternative Parking Locations for the Additional

Spaces. Tenant acknowledges that the City has obligations to provide parking at various locations throughout the City in connection with the development of Bates Mill Number 5 and other properties within the Bates Mill Complex, so-called, within the City (the “Bates Mill Parking Obligations”). Tenant acknowledges that the City’s Bates Mill Parking Obligations existed prior to the execution of this Agreement, and Tenant acknowledges that the Bates Mill Parking Obligations may require the City to prioritize spaces in the Centreville Garage in favor of other developers and their tenants. The Developer agrees to cooperate with the City in the event the Centreville Garage is unable to accommodate the Additional Spaces described above. The City shall have the right to relocate such Additional Spaces to the City’s Parking Garage located on Oak Street (the “Oak Street Garage”), upon giving 45 days’ advance notice to the Tenant.

4. Term. The term of this lease shall commence on the date that certificates of occupancy are issued for any of the units in the Project (the “Commencement Date”), and will remain in force and effect until the earlier of (a) the date which is the thirtieth (30<sup>th</sup>) anniversary of the Commencement Date, and (b) December 31, 2048 (the “Term”), unless sooner terminated in accordance herewith.

5. Use. Beginning on the Commencement Date, Tenant shall use the Parking Spaces solely for the parking of vehicles and for no other purposes.

6. Rent. Tenant covenants and agrees to pay to the City rent each calendar month in advance on the first day of the month at a per Parking Space monthly rate equal to the prevailing monthly rental rate charged by the City to other residential parkers for such month. Tenant shall be liable for the rent for the Parking Spaces and the City shall bill Tenant directly for such rent. The parties acknowledge that the prevailing monthly rental rate is \$42.00 as at the date of this Lease. Rent for any additional parking spaces rented by Project residents under paragraph 2 shall be at the same rate, and shall be charged by the City to, and paid by, such residents. Failure of a Project resident to pay or otherwise perform any obligations to the City shall not be a default of Tenant under this Parking Lease Agreement.

7. Right of Entry/Maintenance Obligations. The City may enter the Garages at reasonable times to make repairs and improvements. While making repairs and improvements the City may temporarily suspend operation of entrances and walkways to the Garage, provided, however, that the City shall do such work in a manner that will cause the least inconvenience practicable to Tenant and shall ensure that the Garages remain generally accessible to the Project’s residents. The City may exercise such rights to make repairs and improvements without being deemed guilty of an eviction or disturbance of Tenant’s use or possession and without being liable in any manner to Tenant. The City shall be responsible for maintenance of the Garages, including without limitation maintaining the Parking Spaces in the same condition as at the beginning of the term, periodic re-striping (if applicable), snow removal, and clearing of debris, trash and other obstructions. In the event of any casualty event or other event that causes an

interruption in the availability of parking in either or both of the Garages, the City shall provide reasonably near alternate parking in such location as the City may determine in its reasonable discretion at no additional cost to Tenant provided, that notwithstanding any term of this Lease, the City shall not be required to construct or build any new parking facilities in order to comply with its obligations under this Lease.

8. Quiet enjoyment. So long as Tenant is not in default of the terms of this Lease, Tenant shall quietly enjoy the Parking Spaces without hindrance by or from the City or its agents. Notwithstanding Tenant's right to quiet enjoyment, the City may make improvements and repairs to the Property and portions thereof from time to time in accordance with the provisions above.

9. Allocation. Tenant may allocate the right to use Parking Spaces leased hereunder individually to residents of the Project on such terms and conditions as Tenant in its sole discretion finds advisable. Tenant may collaterally assign this Lease to lenders or investors financing construction costs or otherwise providing financing for the Project. The City shall execute such consents to such collateral assignments and such estoppel certificates or other instruments as such lenders or investors may reasonably require. The City and Tenant shall enter into an arrangement such as the provisions of monthly parking cards so as to permit Tenant or its designees to make use of the Parking Spaces designated for use by Tenant under Sections 1, 2 and 3.

10. Tenant's Default. If Tenant shall neglect or fail to make any payment of rent or charge within fifteen (15) business days after written notice of such default by the City, or if Tenant shall fail to cure a default in the performance of any of the other of the Tenant's covenants or commence to take all steps that are practical under the circumstances to begin the cure of such default and diligently prosecute such cure to completion within fifteen (15) days after date of written notice of such default by the City, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or if a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Tenant under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within ninety (90) days from the date upon which it is filed, then, and in any of said cases, the City may immediately or at any time thereafter deliver written notice to the Tenant that the City elects to terminate this Agreement, or the City lawfully may immediately or at any time thereafter and without demand or notice, enter upon the Property and repossess the Parking Spaces and expel Tenant and those claiming through or under Tenant without prejudice to any rights or remedies which might otherwise be used for arrears of rent or previous breach of covenant, and upon such notice or entry, all rights of Tenant under this Agreement shall terminate; and Tenant covenants that in case of such termination, Tenant will pay all rents and other charges due and owing through the said termination

date. In addition, Tenant agrees to pay to the City, as damages for any above described breach, all reasonable costs of the City's attorneys' fees incurred in connection with any default by Tenant. Notwithstanding anything to the contrary contained in the Loan Documents, the City hereby agrees that any cure of any default made or tendered by Tenant's "Investor Limited Partner" shall be deemed a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Tenant. Copies of all notices which are sent to Tenant hereunder shall also be sent to [To Be Added].

11. City's Default. The City shall in no event be in default in the performance of any of its obligations hereunder unless and until the City shall have failed to perform such obligations within 30 days or such additional time as is reasonably required to correct any such default after receipt of written notice by Tenant to the City properly specifying wherein the City has failed to perform any such obligation except that the City will have a maximum of 15 days upon written notice to cure a default that prohibits Tenant's residents from accessing the Garages or any alternate parking facility arranged by the City. Upon the failure of the City to take all steps that are practical under the circumstances to begin the cure of such default and diligently prosecute such cure to completion, which failure is not remedied within fifteen (15) business days after receipt of written notice of such default, in addition to any other remedies provided by law, the Tenant may bring a claim to specifically enforce any provision of this Agreement.

12. No Waivers. No failure to act by either party shall be deemed to be a waiver by said party of any of its rights hereunder, and no waiver or consent by either party shall be deemed a waiver of such provision or of a subsequent breach or consent to the same or any other provision. Any and all rights and remedies that either party may have at law or in equity upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by a party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

13. Severability. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

14. Entire Agreement. No oral statement or prior written matter shall have any force or effect. This Agreement shall not be modified except by a writing executed by all parties. If any provision of this Agreement or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Governing Law: Waiver of Jury Trial. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine. The City and Tenant have mutually agreed that they have waived trial by jury in any proceeding brought by either party against the other arising out of this Lease.

16. Headings. Headings and sub-headings are for convenience only, and shall not be considered a part of this Lease.

17. Memorandum. The City and Tenant agree to execute a memorandum of this Lease and to record the same in the Androscoggin County Registry of Deeds.

18. Facsimile Copies: The City and Tenant agree that facsimile copies of all documents required to be executed hereunder will be accepted in lieu of originals.

19. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery, by mailing the same by overnight mail, or by certified mail or registered mail, return receipt requested, postage prepaid, provided however, that Tenant's notices pertaining to the number of spaces leased and their location may be given by email to such email address as provided by the City or by facsimile to such facsimile number as provided by the City. Any such notice or communication shall be effective, in the case of overnight mail, one calendar day after said notice is deposited in the United States mail as aforesaid, and in the case of hand delivery, upon acceptance at the office of the City or Tenant, provided, however, that email and facsimile communications for the limited purposes described above shall be effective immediately upon dispatch. If intended for the City, the same shall be mailed to the City at:

City of Lewiston  
ATTN: City Administrator  
27 Pine Street  
Lewiston, ME 04240

With a copy to:

Brann & Isaacson  
184 Main Street, PO Box 3070  
Lewiston, Maine 04243-3070

or at such other address as the City may hereafter designate by notice to Tenant. If intended for Tenant, the same shall be mailed to Tenant at:

The Hartley Block, LP  
c/o The Szanton Company

482 Congress Street, Suite 203  
Portland, ME 04101

With a copy to:

John S. Kaminski, Esq.  
Drummond, Woodsum & MacMahon  
84 Marginal Way, Suite 600  
Portland, Maine 04101

With a copy to

[To Be Added].

or at such other address or addresses as Tenant may hereafter designate by notice to the City.

IN WITNESS WHEREOF, the said parties have executed this Lease as of the day first written above.

**The Hartley Block, LP**

By: 155 Lisbon Street, LLC  
Its: General Partner

---

By: Nathan Szanton  
Its: Manager

**City of Lewiston**

---

By: Edward A. Barrett  
Its: City Administrator

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 15**

**SUBJECT:**

Order Authorizing the City Administrator to execute an addendum to the Lease Agreement for the Materials Recycling Facility between the City of Lewiston and Casella Recycling, LLC - Permitted Uses and Hours of Operation.

**INFORMATION:**

Casella Recycling, LLC is requesting a change to the existing lease for their Materials Recycling Facility located at the City's River Road facility. The request includes the following changes:

1. Allowing recyclables from New Hampshire, Vermont, a small portion of Northeast Massachusetts, and an area in Quebec within 150 miles of Lewiston. If allowed, Casella would add a second shift employing an estimated additional 30 employees.
2. Making minor adjustments to its operating hours to accommodate a second shift.
3. Allowing Casella to direct materials to our facility in instances where one of its other similar facilities suffers a catastrophic breakdown expected to last more than a week with permission from the City Engineer and City Administrator, such permission to be granted for 30 days and could be extended for up to 5 additional 30 day periods upon a showing by Casella that reasonable progress was being made to return the facility to production.

A further statistical breakdown of this proposal has been provided by Casella and is attached as is a potential lease amendment.

Approving these changes will allow Casella to slightly expand its operating hours and add a second shift offering additional employment opportunities to area residents. It should be noted that Casella has consistently indicated that their intention is to expand the tonnage and hours of operation at their Lewiston facility as the volume of recyclable material in Maine increases. This amendment would speed that process. I recommend your approval.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to execute an addendum to the Lease Agreement for the Materials Recycling Facility between the City of Lewiston and Casella Recycling, LLC - Permitted Uses and Hours of Operation.



**COUNCIL ORDER**

**Order,** Authorizing the City Administrator to Execute a Third Amendment to the Lease Agreement for Materials Recycling Facility Between the City of Lewiston and Casella Recycling, LLC – Permitted Uses and Hours of Operation.

Whereas, Casella Recycling, LLC is requesting a change to the existing lease for their Materials Recycling Facility located at the City's River Road facility; and

Whereas, the amendment would allow their facility to accept recyclables from New Hampshire, Vermont, a small portion of Northeast Massachusetts, and an area in Quebec within 150 miles of Lewiston; make minor adjustments to its operating hours; and allow Casella to direct materials to its Lewiston facility in instances where one of its similar facilities suffers a catastrophic breakdown; and

Whereas, approving these changes will allow Casella to slightly expand its operating hours and add a second shift offering additional employment opportunities to thirty area residents;

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

The City Administrator is hereby authorized to execute a third amendment to the lease agreement for materials recycling facility between the City of Lewiston and Casella Recycling, LLC addressing permitted uses and hours of operations.



## EXECUTIVE DEPARTMENT

**Edward A. Barrett, City Administrator**  
**Phil Nadeau, Deputy City Administrator**

June 9, 2016

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: Casella Materials Recovery Facility Lease – Out of State Recyclables

We have been approached by Casella Recycling, LLC with a request to consider amending the existing lease for their Materials Recycling Facility located at the City's River Road facility. The initial proposal was discussed at a recent workshop, where the City Council asked for certain information and clarifications. The initial request included the following:

1. Allow accepting recyclables from New Hampshire, Vermont, and Quebec. If allowed, Casella would add a second shift to their operation employing an estimated additional 30 employees with an estimated payroll (including benefits) of approximately one million dollars.
2. Due to this additional shift, Casella is also requesting some minor changes in its hours of operation, increasing the hours during which recyclables may be delivered to the facility from the current 7 am to 5 pm to 6 am to 6 pm weekdays and allowing processing within the building to continue until 11 pm (up from the current 10 pm).
3. Adding a provision that would allow Casella to direct other materials to our facility in instances where one of their other similar facilities suffers a catastrophic breakdown that prohibits it from operating for a period of time. Casella notes that should that happen in Lewiston, materials from here could be redirected elsewhere; however, if it happens elsewhere, they are not allowed to move materials through Lewiston.

Since then, there have been subsequent discussions with Casella and proposed language modification to the lease amendment. These include:

1. Specifying that recyclables from Quebec could only come from areas located within a 150 mile radius of Lewiston (see attached map)
2. Adding a small area in Northeastern Massachusetts (see map)
3. Clarifying the circumstances and time period under which Casella could direct recyclable materials from another of their facilities, should one suffer a catastrophic breakdown. As now proposed, the breakdown would have to be reasonably expected to last more than a week; permission would be initially be granted for 30 days and could be extended for up to 5 additional 30 day periods upon a showing by Casella that reasonable progress was being made to return the facility to production.

At the time the original lease was negotiated with Casella, members of the public expressed certain concerns, most of which were addressed in the lease agreement. One concern was accepting out of state materials. As a result, the lease limits the materials that could be

processed to those originating in Maine. An additional safeguard was included in the lease through the following language:

“For purposes of this section, in-state waste shall not include waste originating from out of state sources that is subsequently processed or handled at a facility located within the State of Maine, with the exception of cardboard, plastic, and other acceptable materials as defined in Section 4 (A) above recovered at the KTI Biofuels, Inc. facility located in Lewiston, Maine.”

This language specifically addresses the issue of transshipment of material, where it would first be moved into Maine, minimally handled or processed, then brought to Casella’s facility in Lewiston. This language will remain in effect.

Casella estimates that, if allowed to accept this material, the annual tonnage processed at their facility will grow by 30,000 tons. This will require 5 loads in-bound each weekday and 2.3 outbound.

Experience at the facility to date has shown that about 8% of the material delivered does not qualify for recycling. This would produce an additional 2,400 tons per year of residue delivered to MMWAC for incineration and around 350 additional tons of ash to be placed in our landfill. This represents about a 2% increase in ash deliveries to our landfill each year.

A further statistical breakdown of this proposal has been provided by Casella and is attached.

A draft of a potential lease amendment is also attached.

As noted above, the existing lease agreement was the subject of considerable public interest and debate as it was being negotiated. Since the facility has begun operation, we have received no complaints about it from the public and the majority of the concerns expressed by the public during discussions of the lease have not arisen.

To date, Casella has met all of the requirements of the City’s lease and the facility appears to be meeting expectations.

Approving these changes will allow Casella to slightly expand its operating hours and add a second shift offering additional employment opportunities to area residents. It should be noted that Casella has consistently indicated that their intention is to expand the tonnage and hours of operation at their Lewiston facility as the volume of recyclable material in Maine increases. This amendment would speed that process.

I recommend your approval.

**THIRD AMENDMENT TO THE LEASE AGREEMENT FOR MATERIALS  
RECYCLING FACILITY BETWEEN THE CITY OF LEWISTON AND  
CASELLA RECYCLING, LLC**

Original Agreement Dated February 25, 2013

**THE PARTIES AGREE THAT THE FOLLOWING PROVISIONS SHALL BE BINDING UPON THE PARTIES AND SHALL SUPERSEDE ANY PROVISIONS IN THE AGREEMENT WHICH CONFLICT WITH THIS ADDENDUM.**

1. *Article 4, Permitted Uses; Lessee's Work, Section B., In-State Material*, shall be amended to read as follows:

CASELLA shall accept only those Recyclable Materials originating within the States of Maine, New Hampshire, Vermont, a Northeast section of Massachusetts, and the portion of the Province of Quebec, Canada located within a radius of 150 miles from the City of Lewiston, Maine as detailed in Exhibit A. No other out-of-state Recyclable Materials of any type will be accepted for processing or storage at the leased Premises. For purposes of this section, Recyclable Materials shall not include Recyclable Materials originating from other out of state sources than those listed above that is subsequently processed or handled at a facility located within the geographic service area specified in this Section with the exception of cardboard, plastic, paper and other acceptable materials as defined in Section 4 (A) above recovered at the Re-Energy Lewiston, LLC facility located in Lewiston, Maine.

Notwithstanding the geographic limitations imposed above, Casella may request permission from the City Administrator and Director of Public Works to utilize the Lewiston Recyclable Materials Processing Facility to accept Recyclable Materials from any other Casella-owned recyclable materials processing facility, should such facility suffer from a catastrophic event that may reasonably be expected to close that facility for a period of more than one week and subject to Casella undertaking commercially reasonable efforts to return that facility to operation in a timely manner. Such permission shall be limited to a period of thirty (30) days and, upon a showing that Casella is making progress to restore the effected facility to service, may be extended for additional thirty (30) day periods, not to exceed a total of 180 days.

2. *Article 5, Covenants of Casella, Section C., Lawful Use, #7* shall be amended to read as follows:

Make deliveries to the Premises from 6 a.m. to 6 p.m. on Monday through Friday and from 8 a.m. to 12 p.m. on Saturday, with no Sunday operation, subject to longer daily and/or weekly operation with the CITY's consent. The processing of Recyclable Materials delivered to the Facility will be permitted from 6 a.m. to 11 p.m. to the extent that all processing occurs within an enclosed structure. Notwithstanding the foregoing sentences, CASELLA shall be permitted to perform maintenance and repairs on the plant and equipment at any time.

3. All other terms and conditions of the Agreement remain the same.

SIGNATURES. The parties have read and agree to this Third Amendment.

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Lewiston, Maine**

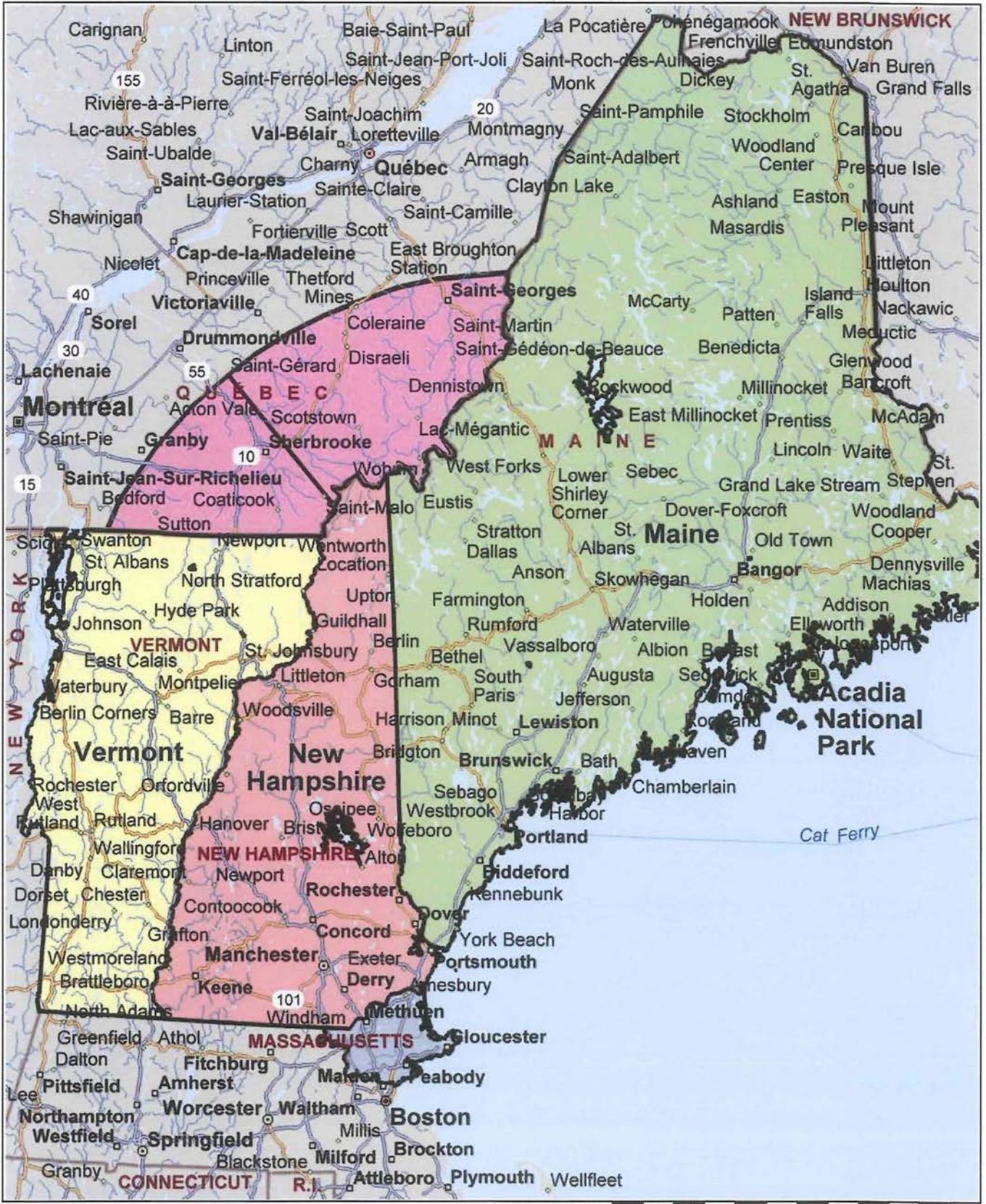
\_\_\_\_\_  
Witness By: \_\_\_\_\_

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Casella Recycling, LLC**

\_\_\_\_\_  
Witness By: \_\_\_\_\_

# Casella - Lewiston Zero-Sort Facility Proposed Service Area



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 Certain mapping and direction data © 2010 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2010 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2010 by Applied Geographic Systems. All rights reserved.

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 16**

**SUBJECT:**

Condemnation Hearing for the building located at 247 Lincoln Street.

**INFORMATION:**

The City has begun the process for condemnation of the property at 247 Lincoln Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

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

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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1) To conduct a hearing to determine if the building located at 247 Lincoln 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 247 Lincoln 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.

KNOW ALL MEN BY THESE PRESENTS,

THAT It, FRANKLIN COMPANY, a Maine corporation with its principal place of business located at 191 LISBON STREET, LEWISTON, County of ANDROSCOGGIN, and State of MAINE, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, paid by FRANKLIN PROPERTY TRUST, in accordance with a declaration of trust to be recorded in the Androscoggin County Registry of Deeds, having its office at 191 LISBON STREET, LEWISTON, County of ANDROSCOGGIN, and State of MAINE, the receipt whereof it does hereby acknowledge, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUIT-CLAIM unto the said FRANKLIN PROPERTY TRUST, its successors and assigns forever,

A certain lot or parcel of land situated in Lewiston, County of Androscoggin and State of Maine, with any buildings thereon, bounded and described as follows: COMMENCING on the westerly line of Lincoln Street at the southeasterly corner of land conveyed by this Grantor to Francois Lizotte by deed dated July 11, 1907, # 1208; thence southwesterly by said Lizotte land 100 feet, more or less, to the northerly corner of land conveyed by this Grantor to Clara Rivard on November 2, 1916, by deed # 1483; thence southeasterly by said Rivard land 40 feet, more or less, to the northerly corner of land conveyed by this Grantor to Francis Jutras by deed dated October 8, 1918, # 1513; thence southeasterly along said Jutras land 40 feet, more or less, to the northerly corner of land conveyed by this Grantor to Philomena Lessard by deed dated June 15, 1903, # 1164; thence southeasterly 50 feet more or less along said Lessard land; thence continuing southeasterly 75 feet, more or less, by line of land conveyed by this Grantor to Henry Croteau by deed dated October 29, 1956, # 1963; thence continuing southeasterly 83 feet, by line of land conveyed by this Grantor to Celestine Ledoux by deed dated June 10, 1903, # 1163; thence continuing southeasterly 65 feet, by line of land conveyed by this Grantor to The Roman Catholic Bishop of Portland, by deed dated April 1, 1903, # 1159; thence at an angle southwesterly 51 feet, more or less, by line of land conveyed by this Grantor to The Roman Catholic Bishop of Portland on February 14, 1898 by deed # 1093 to Oxford Street; thence southeasterly by the northeasterly line of Oxford Street 50 feet, more or less, to an angle therein; thence northeasterly by the northerly line of said Oxford Street 125 feet, more or less, to Lincoln Street; thence northwesterly by the easterly line of Lincoln Street 425 feet, more or less to the point of beginning.

MARSHALL RAYMOND,  
DELLIVEAU & DIONNE  
ATTORNEYS AT LAW  
22 PARK STREET  
LEWISTON, MAINE 04240  
22 MAIN STREET  
LEWISTON, MAINE 04240



TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said FRANKLIN PROPERTY TRUST, its successors and assigns forever.

AND it does COVENANT with the said Grantee, its successors and assigns, that it will WARRANT and FOREVER DEFEND the premises to it, the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF, It, the said FRANKLIN COMPANY, has caused these presents to be signed in its corporate name, and sealed with its corporate seal, by JOHN W. KING, its Treasurer, thereunto duly authorized, this 10<sup>TH</sup> day of September in the year of our Lord one thousand nine hundred and seventy-six (1976).

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

FRANKLIN COMPANY

Arthur Walker

BY: J. W. King  
JOHN W. KING, Its Treasurer



STATE OF MAINE, ANDROSCOGGIN, SS. September 10, 1976

Personally appeared the above named, JOHN W. KING, Treasurer of the said Franklin Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Arthur Walker  
~~Notary Public~~ Attorney at Law

STATE OF MAINE, ANDROSCOGGIN REGISTRY OF DEEDS  
Received SEP 10 1976 at 10 H., 10 M., P. M., and recorded from the original ~~instrument~~ Deeds

MARSHALL RAYMOND,  
BELIVEAU & DIONNE  
ATTORNEYS AT LAW  
78 PARK STREET  
LEWISTON, MAINE 04240  
55 MAIN STREET  
FARMINGTON, MAINE 04830

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

Jason Toomey  
3 Lincoln Circle, Apt. #2  
Lewiston, Maine 04240

Tara Crider  
247 Lincoln Street  
Lewiston, Maine 04240

Franklin Property Trust, LLC  
c/o Ronald Bissonnette, Esq.  
Isaacson & Raymond  
75 Park Street  
Lewiston, Maine 04240

State of Maine Revenue Services  
51 Commerce Drive  
Augusta, Maine 04330

**247 LINCOLN STREET, LEWISTON, MAINE**

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

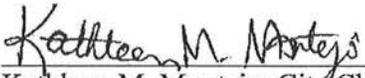
June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

This hearing is to determine whether the residential structure at 247 Lincoln Street, Lewiston, Maine, identified as Lot 126 on Tax Map 208 on the City of Lewiston Tax Maps, further depicted on the attached Exhibit A, and located on the parcel identified as Lot 126 of Map 208, 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: May 27, 2016

  
Kathleen M. Montejo, City Clerk

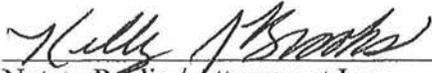
STATE OF MAINE

**EXHIBIT B**

ANDROSCOGGIN, ss

May 27, 2016

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

SEAL

247 Lincoln Street

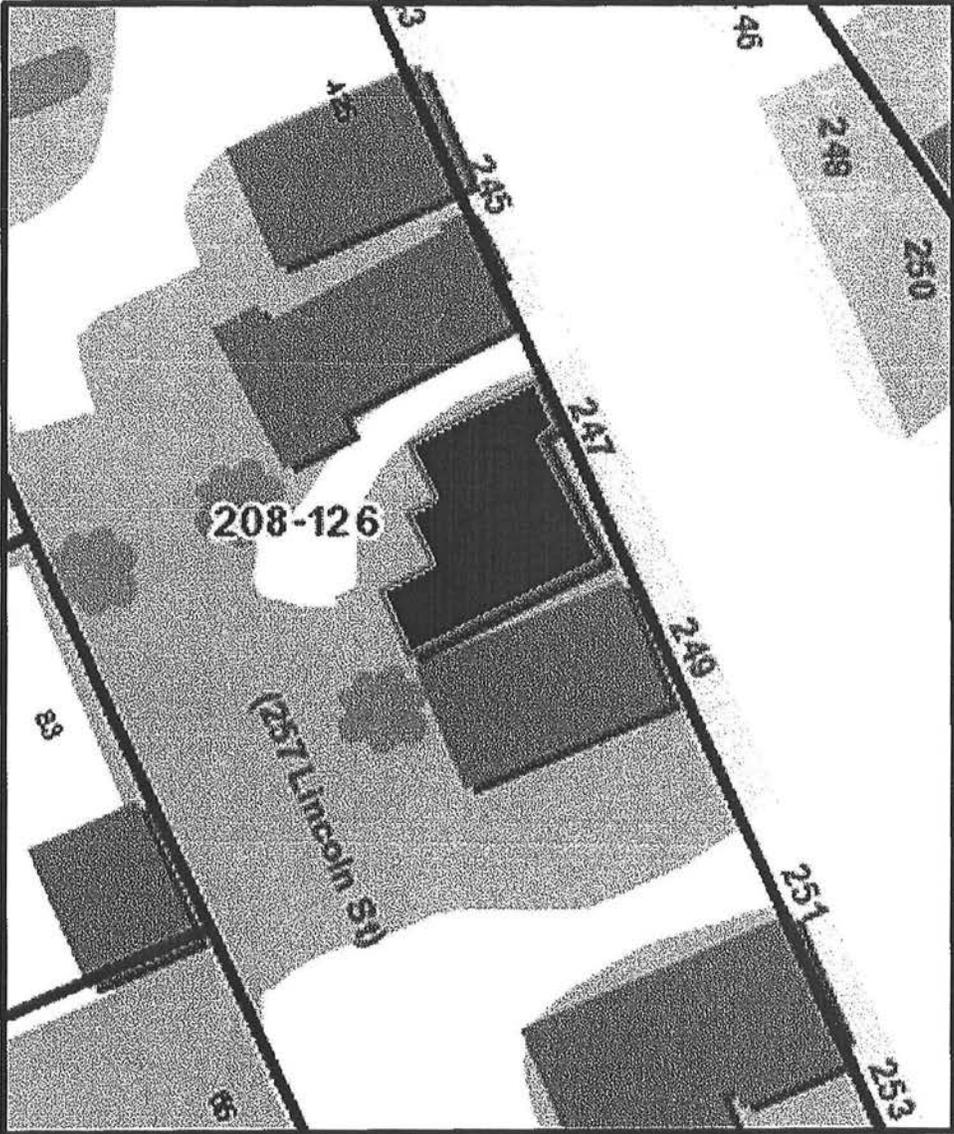


Exhibit A

Return

A

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On 6-1, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, Jason Toomey by delivering a copy of the same at the following address: 3 Lincoln Circle, Apt. #2, Lewiston, Maine 04240

- to the above named party in hand.
- to Marcel ST Cyr (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to \_\_\_\_\_ (name), who is authorized to receive service for the party.
- by (describe other manner of service):

\_\_\_\_\_  
\_\_\_\_\_

Costs of Service:

Service:	\$	<u>2100</u>
Travel:	\$	<u>400</u>
Postage:	\$	<u>200</u>
Other:	\$	<u>200</u>
TOTAL:	\$	<u>2900</u>

[Signature]  
Signature  
Archoscogen SO  
Agency

EXHIBIT C

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

Jason Toomey  
3 Lincoln Circle, Apt. #2  
Lewiston, Maine 04240

Tara Crider  
247 Lincoln Street  
Lewiston, Maine 04240

Franklin Property Trust, LLC  
c/o Ronald Bissonnette, Esq.  
Isaacson & Raymond  
75 Park Street  
Lewiston, Maine 04240

State of Maine Revenue Services  
51 Commerce Drive  
Augusta, Maine 04330

**247 LINCOLN STREET, LEWISTON, MAINE**

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

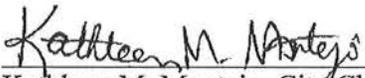
June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

This hearing is to determine whether the residential structure at 247 Lincoln Street, Lewiston, Maine, identified as Lot 126 on Tax Map 208 on the City of Lewiston Tax Maps, further depicted on the attached Exhibit A, and located on the parcel identified as Lot 126 of Map 208, 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: May 27, 2016

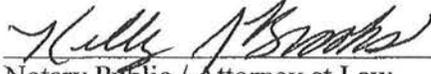
  
Kathleen M. Montejo, City Clerk

STATE OF MAINE

ANDROSCOGGIN, ss

May 27, 2016

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

SEAL

247 Lincoln Street



Exhibit A

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

Return  
B

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On 6-8, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, Tara Crider, by delivering a copy of the same at the following address: 247 Lincoln Street, Lewiston, Maine 04240

- to the above named party in hand.
- to \_\_\_\_\_ (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to \_\_\_\_\_ (name), who is authorized to receive service for the party.
- by (describe other manner of service):

\_\_\_\_\_  
\_\_\_\_\_

Costs of Service:

Service:	\$	<u>2100</u>
Travel:	\$	<u>400</u>
Postage:	\$	<u>200</u>
Other:	\$	<u>200</u>
TOTAL:	\$	<u>2900</u>

J. Phale  
Signature  
Androscoogan SO  
Agency

EXHIBIT D

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

Jason Toomey  
3 Lincoln Circle, Apt. #2  
Lewiston, Maine 04240

Tara Crider  
247 Lincoln Street  
Lewiston, Maine 04240

Franklin Property Trust, LLC  
c/o Ronald Bissonnette, Esq.  
Isaacson & Raymond  
75 Park Street  
Lewiston, Maine 04240

State of Maine Revenue Services  
51 Commerce Drive  
Augusta, Maine 04330

**247 LINCOLN STREET, LEWISTON, MAINE**

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

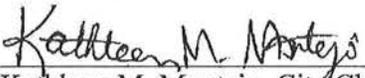
June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

This hearing is to determine whether the residential structure at 247 Lincoln Street, Lewiston, Maine, identified as Lot 126 on Tax Map 208 on the City of Lewiston Tax Maps, further depicted on the attached Exhibit A, and located on the parcel identified as Lot 126 of Map 208, 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: May 27, 2016

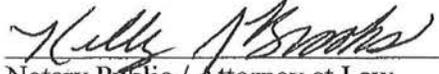
  
Kathleen M. Montejo, City Clerk

STATE OF MAINE

ANDROSCOGGIN, ss

May 27, 2016

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

SEAL

247 Lincoln Street

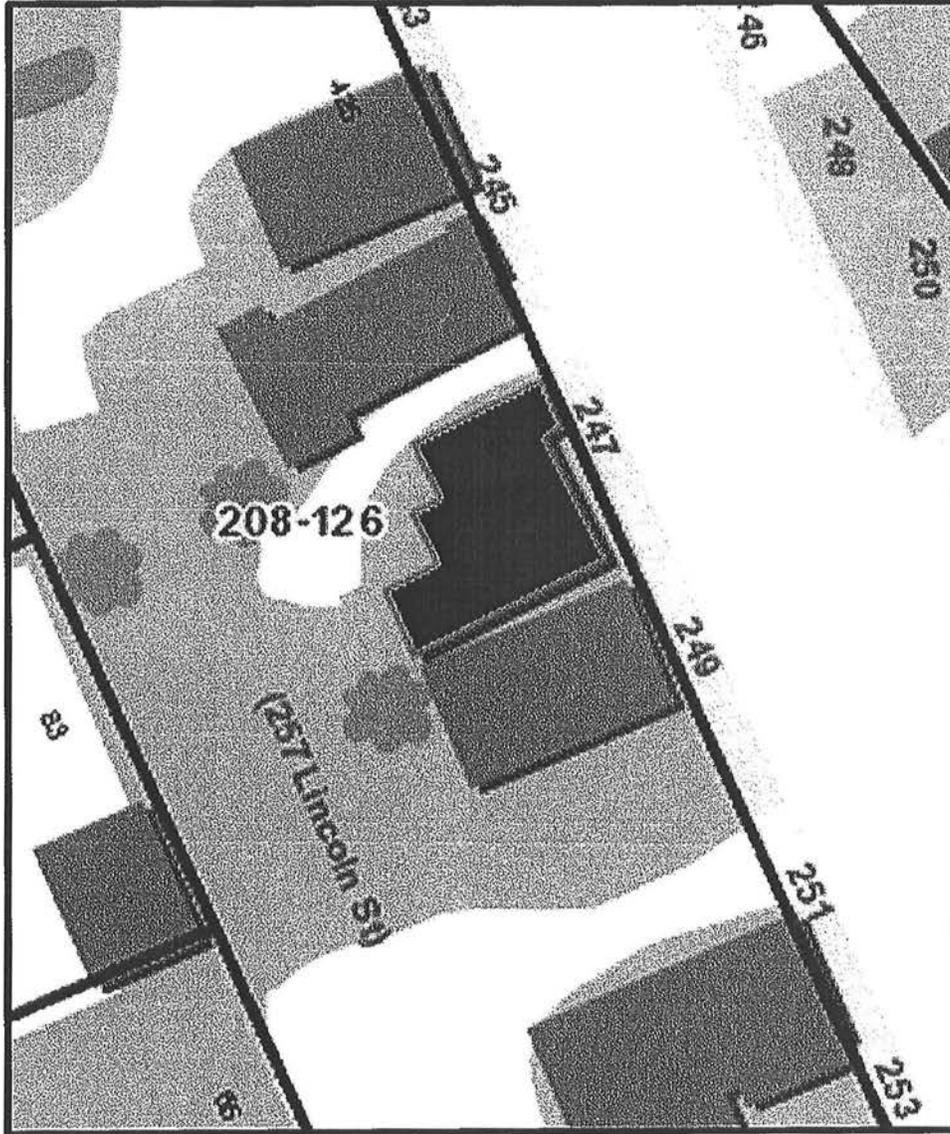


Exhibit A

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

Return  
C

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On 6-1, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, Franklin Property Trust, LLC, by delivering a copy of the same at the following address: c/o Ronald Bissonnette, Isaacson & Raymond, 75 Park Street, Lewiston, Maine 04240

- to the above named party in hand.
- to \_\_\_\_\_ (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to Ronald Bissonnette (name), who is authorized to receive service for the party.
- by (describe other manner of service):

\_\_\_\_\_  
\_\_\_\_\_

Costs of Service:

Service:	\$	<u>2100</u>
Travel:	\$	<u>400</u>
Postage:	\$	<u>200</u>
Other:	\$	<u>200</u>
 TOTAL:	\$	<u>2900</u>

J. [Signature]  
Signature  
Androscoogen SC  
Agency

**EXHIBIT E**

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

Jason Toomey  
3 Lincoln Circle, Apt. #2  
Lewiston, Maine 04240

Tara Crider  
247 Lincoln Street  
Lewiston, Maine 04240

Franklin Property Trust, LLC  
c/o Ronald Bissonnette, Esq.  
Isaacson & Raymond  
75 Park Street  
Lewiston, Maine 04240

State of Maine Revenue Services  
51 Commerce Drive  
Augusta, Maine 04330

**247 LINCOLN STREET, LEWISTON, MAINE**

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

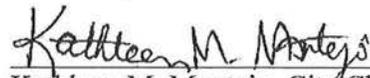
June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

This hearing is to determine whether the residential structure at 247 Lincoln Street, Lewiston, Maine, identified as Lot 126 on Tax Map 208 on the City of Lewiston Tax Maps, further depicted on the attached Exhibit A, and located on the parcel identified as Lot 126 of Map 208, 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: May 27, 2016

  
Kathleen M. Montejo, City Clerk

STATE OF MAINE

247 Lincoln Street

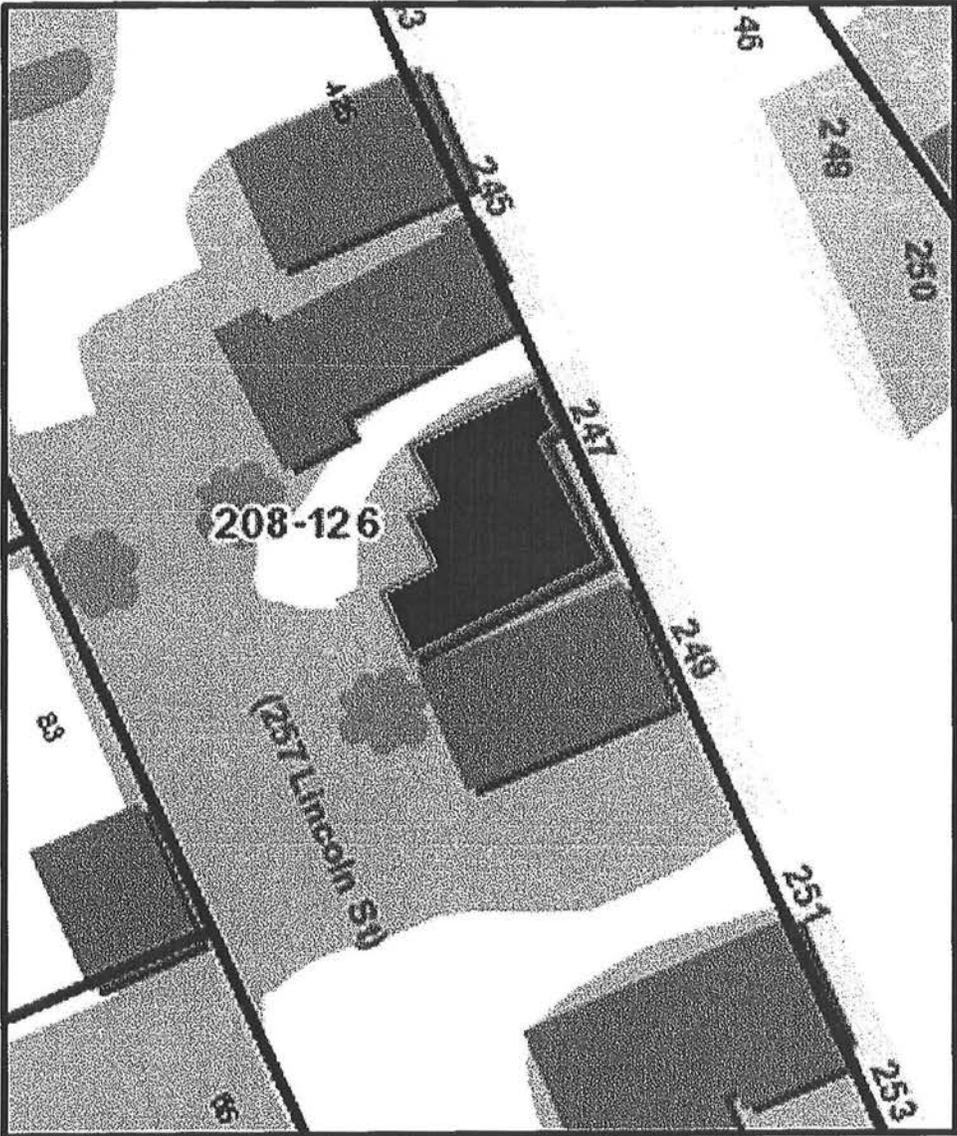


Exhibit A

ANDROSCOGGIN COUNTY  
TINA M CHOINARD  
REGISTER OF DEEDS

Return

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On MAY 31 2016, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, State of Maine Revenue Services, by delivering a copy of the same at the following address: 51 Commerce Street, Augusta, Maine 04330

- to the above named party in hand.
- to \_\_\_\_\_ (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to Jerome Gerard Executive Director (name), who is authorized to receive service for the party.
- by (describe other manner of service):  
\_\_\_\_\_  
\_\_\_\_\_

Costs of Service:

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

[Signature]  
 Signature  
 HARRY MCKENNEY  
 Chief Civil Deputy  
 KENNEBEC COUNTY  
 Sheriff's Office  
 Agency

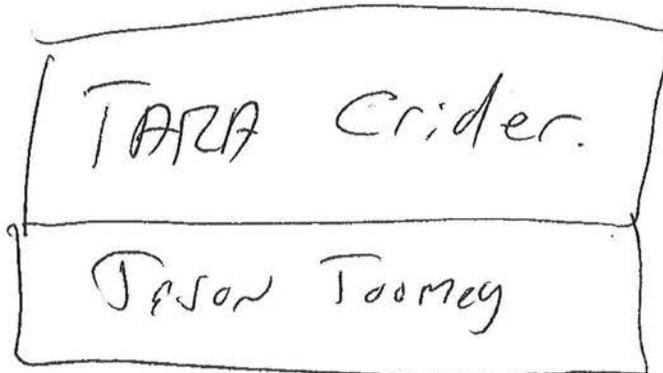
EXHIBIT F

**CITY OF LEWISTON  
CODE ENFORCEMENT  
CITY BUILDING  
27 PINE STREET  
LEWISTON, MAINE 04240  
(207) 513-3125 EXT. 3226  
NOTICE OF CONDEMNATION/PLACARDING  
VIA FIRST CLASS & CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
POSTED AT SITE**

April 28, 2016

Shawn Collins  
Kristine Collins  
247 Lincoln Street  
Lewiston, Maine 04240

RE: 247 Lincoln Street  
Map: 208 Parcel: 126  
RE00005778



Dear Owner(s):

On April 27, 2016, Jeff Baril, Code Enforcement Officer/Constable and I conducted an inspection of the building and property at 247 Lincoln Street and found it severely deteriorated, collapsing, dangerous and without required facilities, specifically potable water, making it unfit for occupancy due to violations of the provisions of Chapter 18, Article III, International 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).

I hereby condemn and placard the building and property at 143 Pine Street as being unfit for occupancy and dangerous pursuant to and in accordance with Chapter 18, Article III, International Property Maintenance Code, Sections 18-51 and 18-52, IPMC-108.1 et seq, IPMC-109.1 et seq, IPMC-110.1 et seq, IPMC-304.1 et seq, IPMC-305.1 et seq, IPMC-504.1 et seq, IPMC-505.1 et seq,, IPMC-506.1 et seq the Code of Ordinances of the City of Lewiston. You are hereby ordered to **immediately** ensure the building is maintained secured from unauthorized entry and to keep the property free of debris. You are to make substantial repairs, with all appropriate permits issued by this office, or to demolish this building, leaving the property in manner to the satisfaction of this office by no later than **May 31, 2016.**

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

*Rust Biding*

**EXHIBIT G**

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

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

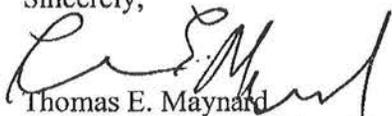
In the event that you do not comply with this order, this office may issue a citation pursuant to Chapter 50, Article II, and Section 50-36 thru 50-51 of the aforementioned Code. Said citation shall require you to pay a penalty of one hundred and ten dollars (\$110.00) for the first citation and you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

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

You may appeal this order and request a hearing before the Lewiston Board of Appeals by filing a written petition at the office of the Director of Planning and Code Enforcement within ten (10) days of receipt of this notice. This petition shall be submitted on a form provided by this office along with the one hundred and 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,



Thomas E. Maynard  
Code Enforcement Officer/Constable

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

# RECORD OF SERVICE

On the 13 day of May, 2016, a duly appointed municipal officer/  
law enforcement officer of the City of Lewiston, Maine, made service of a notice of violation dated  
April 28, 2016 upon Jason Toomey,  
regarding a Condemnation at/on  
the property located at 217 Lincoln St, by ~~delivering a copy of said~~  
notice to him/her in hand or a recognized agent. advising of the  
Notice.

Jan E. Maynard

Signature

CEO/ Constable

Title

Mr. Toomey has abandoned the property  
and advises it should be torn down.

Tele. # 330-8270

## 247 Lincoln Street

Photos taken June 8, 2015, April 27, 2016 and June 1, 2016.. Front view of the building showing severely deteriorated roofing, trim and siding and in close proximity to adjacent structures making for increased fire risk. Observe the open soffit above the 2<sup>nd</sup> porch where a roof structure was removed, left open to the elements.



EXHIBIT H

Photo # 2 shows a close up of the open soffit allowing for the entry of vermin and the elements.



Photo # 3 shows severely deteriorated bearing structural materials, exposed unrated materials, unsafe stairs that exceed the rise and run standards of the Code.



Photo # 4 is a close-up showing dangerously deteriorated stairs and associated materials. Observe the storage of combustibles below the deck.



Photo # 5 shows collapsing backfill soils due to the failure and collapse of the foundation making for hazardous conditions and potential collapse of the right of way side walk.



Photo # 6 shows the interior of the collapsing wood foundation. Observe the deformation at the bottom of the wall..

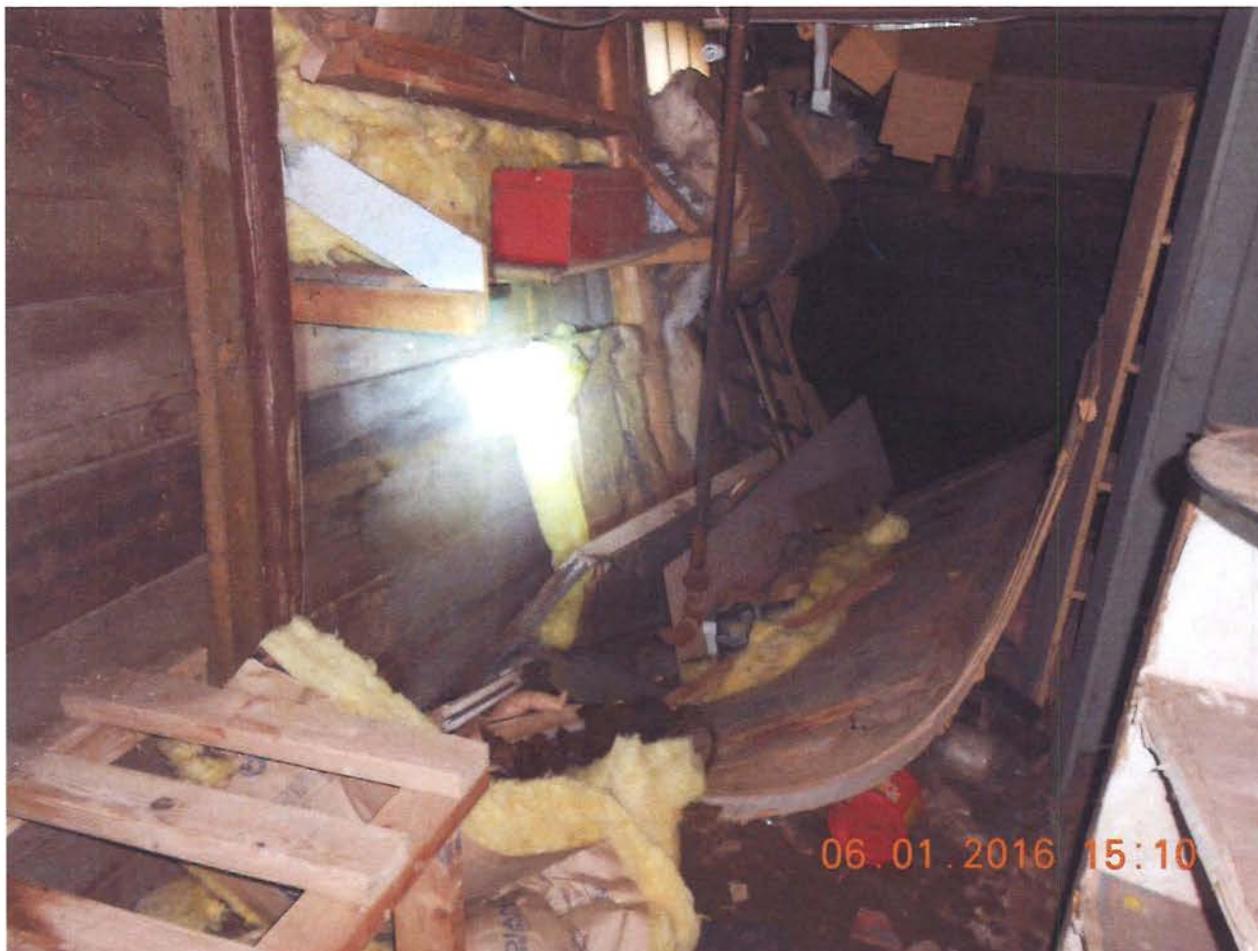


Photo # 7 shows the deformation of the wall due to structural failure, rot and instability.



Photo # 8 shows evidence of black water effluent/sewage creating hazardous and unsanitary conditions.



Photo # 9 shows recently illegally installed plumbing drainage system in violation of Code.



Photo # 10 shows open electrical service panels and an illegally installed service panel in violation of Code.



Photo # 11 shows an example of debris contributing to fire loading.

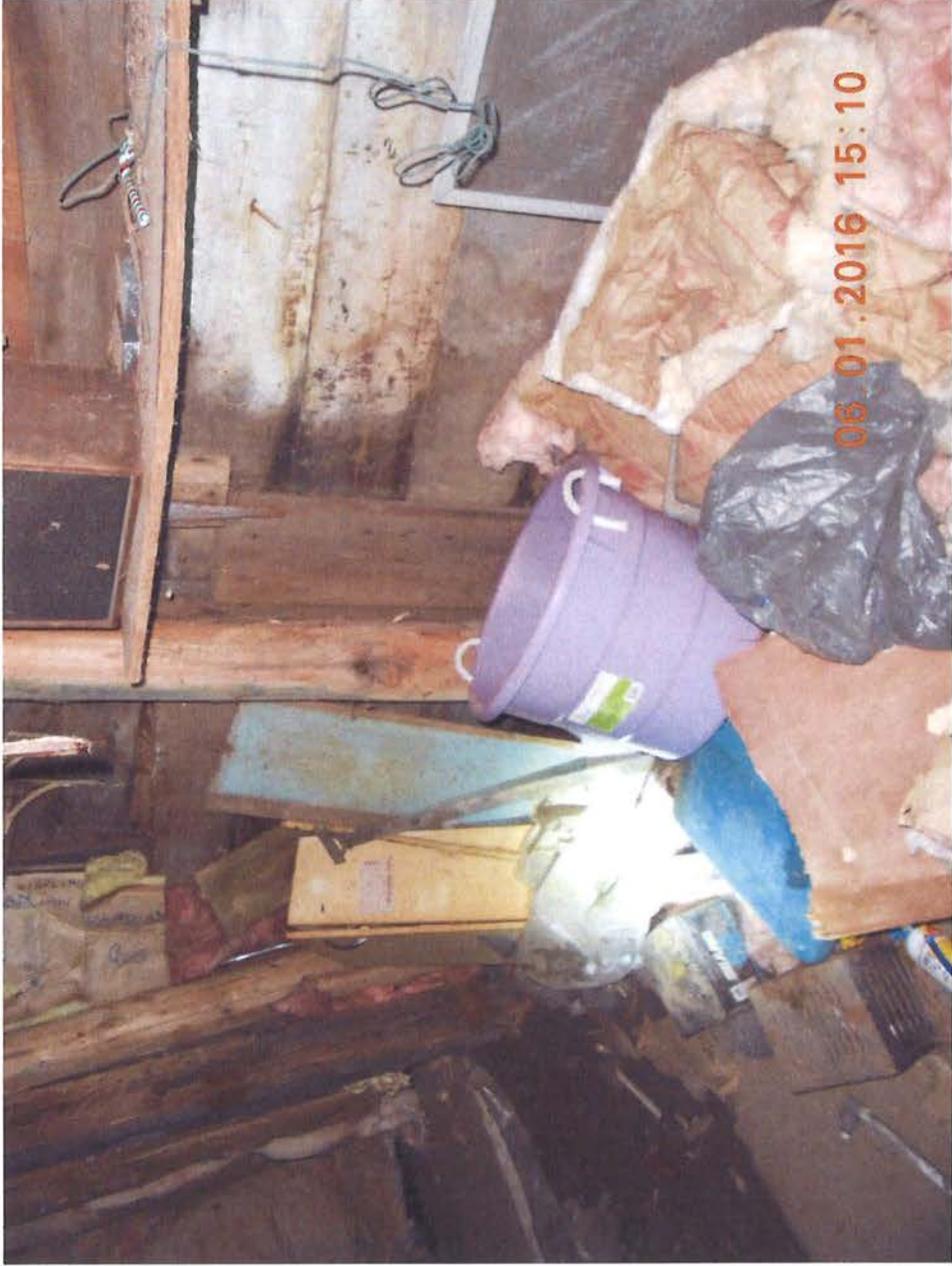


Photo # 12 shows a severely, malfunctioning boiler and hazardous boiler due to an unsafe, deteriorated chimney and illegally installed wiring .



Photo # 13 shows rotted and collapsing stairs making for hazardous conditions.

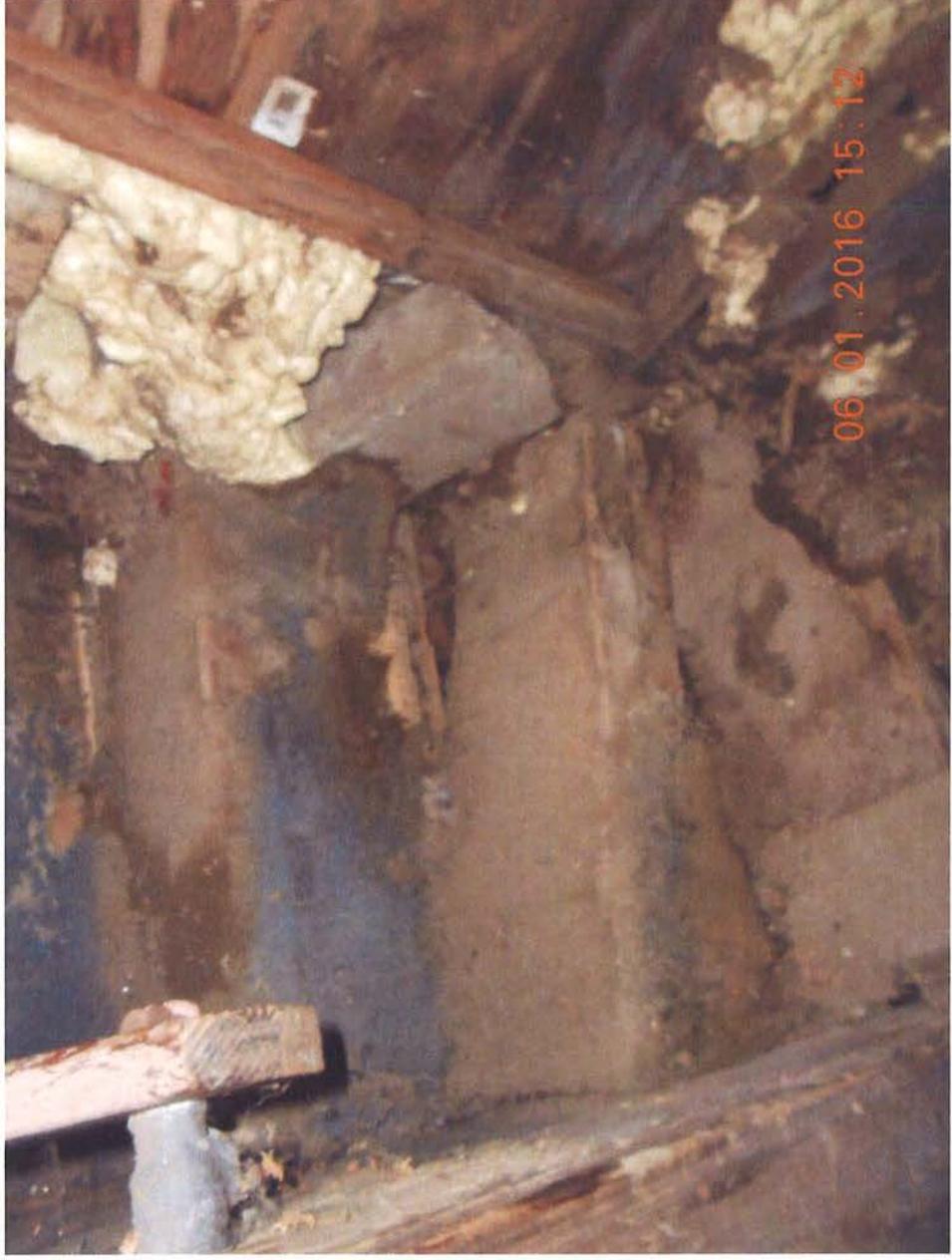


Photo # 14 shows incomplete renovations with illegally installed plumbing in violation of Code.



Photo # 15 shows incomplete and abandoned renovations.



Photo # 16 open wall allowing for the accelerated spread of fire and illegally installed wiring in violation of Code..



Photo # 17 shows open ceiling lathing allowing for the accelerated spread of fire and illegal wiring.



Photo # 18 shows an extension chord used to provide power to the 2<sup>nd</sup> floor apartment in violation of Code.

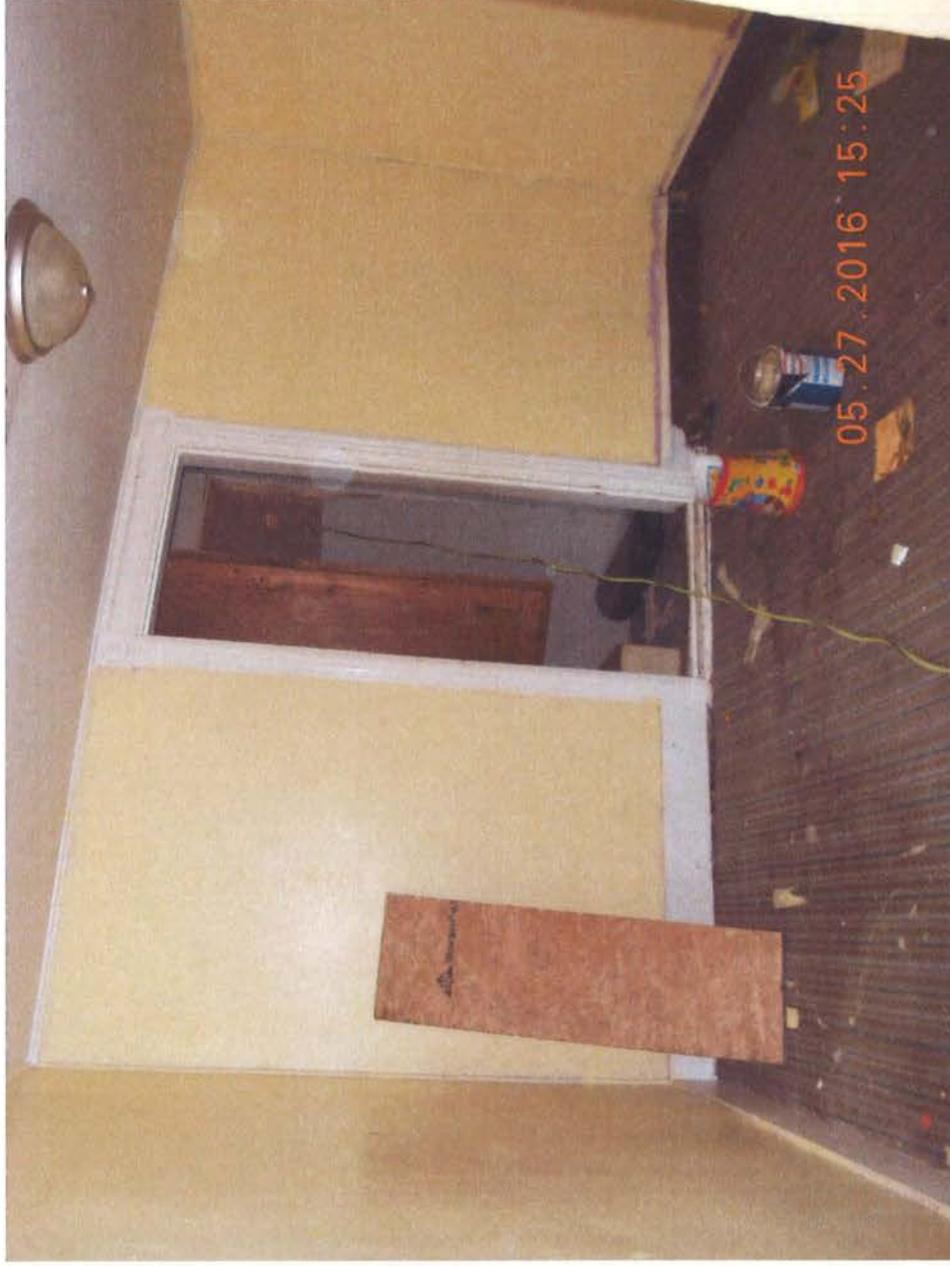


Photo # 19 shows the stair case to the 2<sup>nd</sup> floor without the required means of egress such a width, headroom and stair rise and run dimensions as required by Code.



Photo # 20 show incomplete and abandoned renovations leaving studs and wiring exposed in violation of Code.



Photo # 21 shows another example of an open circumvented fire rated ceiling assembly allowing for the accelerated spread of fire in violation of Code.



Photo # 22 shows a ineffectively corbelled deteriorated chimney showing the escaping of creosote indicating the chimney's dangers.



Photo # 22 shows an example of multiple ceiling leaks due to a deteriorated and failing roof system.

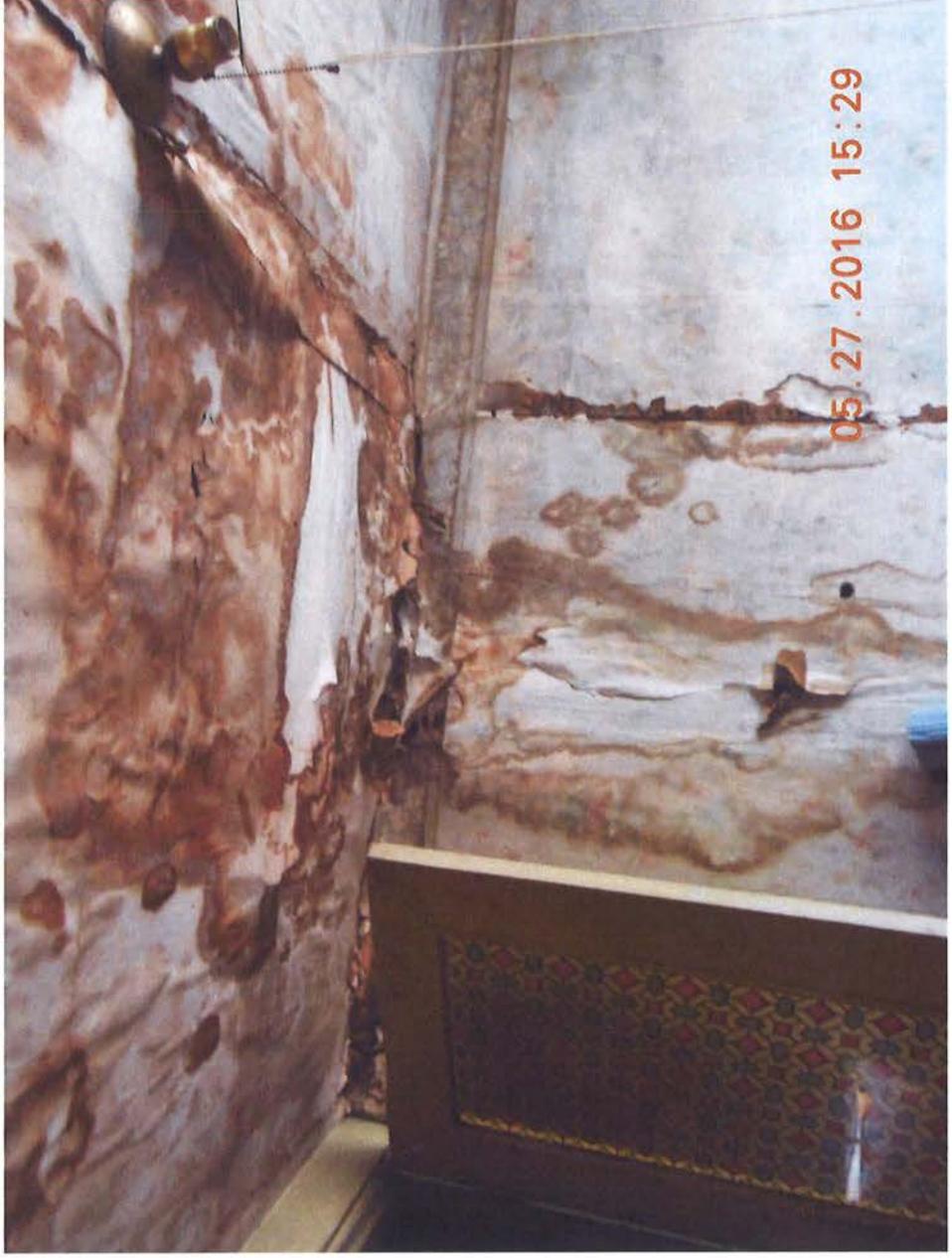
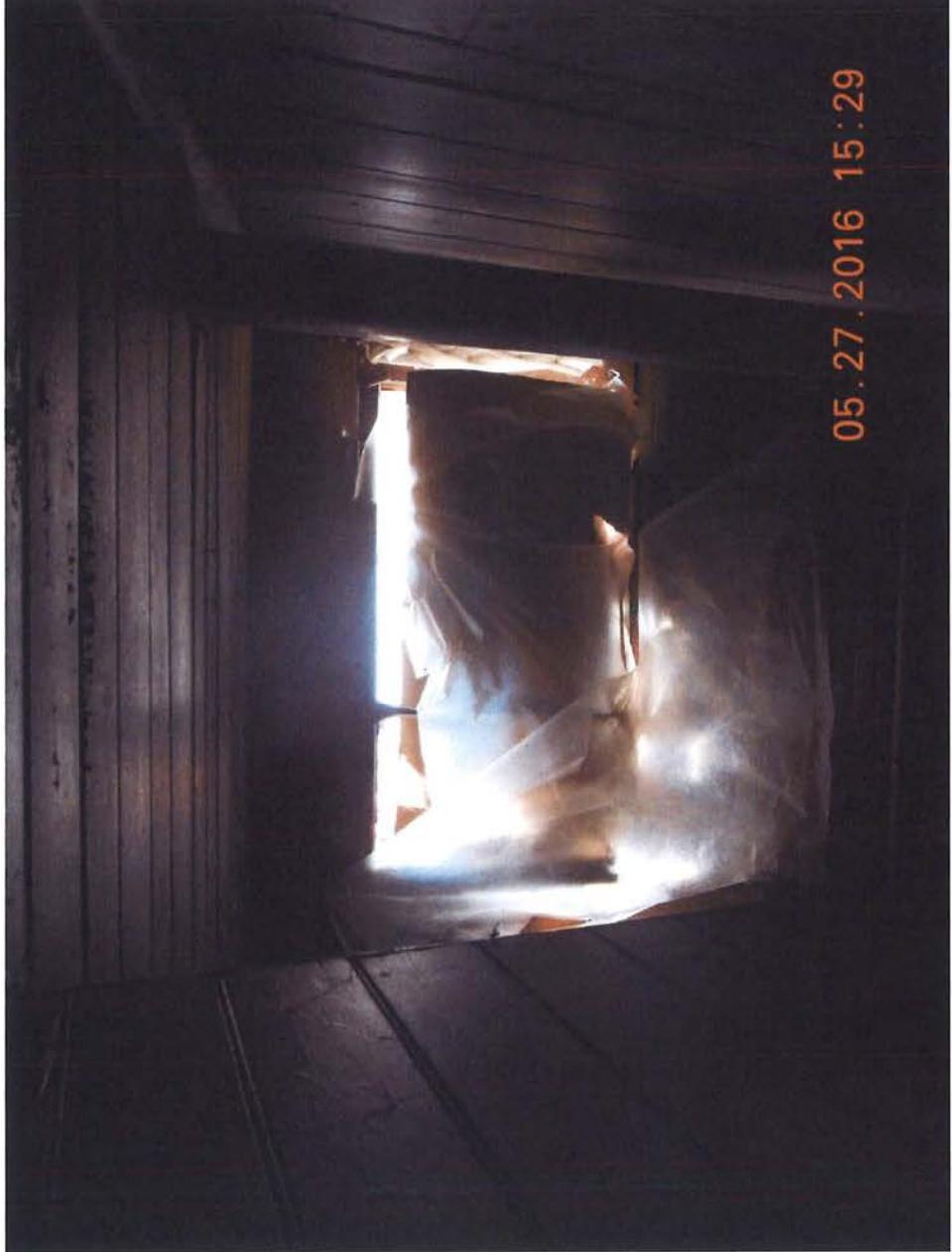


Photo # 24 shows an attempt to close a broken window allowing the entry of the elements.



# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 17**

**SUBJECT:**

Condemnation Hearing for the building located at 94 Howe Street.

**INFORMATION:**

The City has begun the process for condemnation of the property at 94 Howe Street under the dangerous building classification. This property has been abandoned by the owner and upon inspection of city staff has been determined to be an unsafe structure.

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

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

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

1) To conduct a hearing to determine if the building located at 94 Howe Street has meet the dangerous building statutes as defined in Title 17, sec. 2851 et all.

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

2) With regard to the property at 94 Howe Street, to adopt the Findings of Fact, Conclusions of Law and Order of Demolition proposed by the City Planning and Code Enforcement Department, which Order establishes the corrective action to be taken by the property owner and the time frame for taking such action, and which authorizes the City Administrator to take such corrective action if the property owner fails to do so, and to recoup the City's costs through a special tax or collective action.

**WARRENTY DEED WITH COVENANT**

**Maine Statutory Short Form**

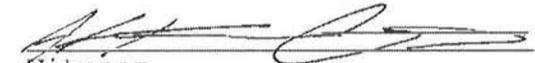
KNOW ALL MEN BY THESE PRESENTS, Life of Riley Properties, LLC, of South Portland, Maine for consideration paid, grants to **Cirrus Capital LLC**, whose mailing address is 186 Foreside Rd, Cumberland Maine, 04110, with covenants, the real property in Lewiston, County of Androscoggin, State of Maine, described as follows:

A certain lot or parcel of land with any buildings thereon Described in Schedule A. attached hereto and incorporated Herein by reference.

WITNESS my hands and seals this 21st day of November, 2012.

MAINE REAL ESTATE  
TRANSFER TAX PAID

Signed, sealed and delivered in  
Presence of

  
Witness

  
\_\_\_\_\_  
Life of Riley, LLC  
Steve Riley, Managing Member

State of Maine  
County of Cumberland

Then personally appeared the above-named Steve Riley Manager of Life of Riley, LLC with the authority to convey said real estate acknowledged the foregoing instrument to be their free act and deed.

Before me,

ALEXANDREA CORBRAN  
Notary Public, State of Maine  
My Commission Expires October 19, 2019

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
Commission expires: 10/19/19

SEAL

**EXHIBIT A**

---

**EXHIBIT A**

The Land referred to in this Commitment is described as follows:

**84 Walnut Street, Lewiston, Maine:**

A certain lot or parcel of land, situated at 84 Walnut Street in Lewiston, County of Androscoggin and State of Maine, with the buildings thereon, bounded and described as follows:

Commencing at the northeasterly corner of Howe and Walnut Streets; thence running northerly on Howe Street fifty (50) feet; thence running at a right angle easterly one hundred (100) feet; thence at a right angle southerly fifty (50) feet to Walnut Street; thence by said Walnut Street westerly one hundred (100) feet to the point of commencement. Subject to the restriction that no buildings erected thereon shall be placed nearer the line of Walnut Street than twelve (12) feet or near the line of Howe Street than ten (10) feet.

**94 Howe Street, Lewiston, Maine:**

A certain piece or parcel of land with all the buildings situated at 94 Howe Street, Lewiston, County of Androscoggin and State of Maine, bounded and described as follows:

Commencing at a point in the easterly line of Howe Street at the northwesterly corner of land conveyed by Franklin Company to Daniel T. Mitchell by Deed No. 451 dated May 14, 1870; thence running easterly by the northerly line of said Mitchell's land one hundred (100) feet to land conveyed by Franklin Company to Samuel Hyde by Deed No. 346 dated February 24, 1868; thence northerly at a right angle by said Hyde's land and land conveyed by Franklin Company to Francis F. Cook by Deed No. 478 dated November 16, 1870, one hundred (100) feet to the southeasterly corner of land conveyed by Franklin Company to Gustavus S. Bean by Deed No. 647 dated August 28, 1876; thence westerly at a right angle by the southerly line of said Bean's land one hundred (100) feet to Howe Street; thence southerly at a right angle by the easterly line of Howe Street one hundred (100) feet to said Mitchell's land and point of beginning.

Subject to the restriction that no building erected thereon shall be placed nearer the line of Howe Street than ten (10) feet.

SSR

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

(H-LYDEN.84WS.PFD/H-LYDEN.84WS/6)

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

Cirrus Capital, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Advantage Mortgage Services  
c/o James W. Brannan  
15 Limerock Street  
Rockland, Maine 04841

Community Concepts Finance Corporation  
c/o John S. Kaminski  
85 Marginal Way, Suite 600  
Portland, Maine 04101-2480

Petrov, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Wells Fargo as Successor to Wachovia Bank,  
N.A. (as trustee to Bayview)  
420 Montgomery Street  
San Francisco, California 94104-1207

**94 HOWE STREET, LEWISTON, MAINE**

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

June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

This hearing is to determine whether the residential structure at 94 Howe Street, Lewiston, Maine, identified as Lot 339 on Tax Map 195 of the City of Lewiston Tax Maps, and further described in a Deed recorded in the Androscoggin County Registry of Deeds at Book 8545, Page 180, 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.

**EXHIBIT B**

Dated: May 27, 2016

Kathleen M. Montejo  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

May 27, 2016

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

Kelly J. Brooks  
Notary Public, Attorney at Law

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

SEAL

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On 5-31-, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, Cirrus Capital, LLC, by delivering a copy of the same at the following address: c/o Andrew J. Kull, 85 Exchange Street, 4<sup>th</sup> Floor, Portland, Maine 04101

- to the above named party in hand.
- to \_\_\_\_\_ (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to Andrew Kull <sup>ESQ</sup> (name), who is authorized to receive service for the party.
- by (describe other manner of service):

\_\_\_\_\_  
\_\_\_\_\_

Costs of Service:

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

Sammy A. Remond  
Signature

DJ Stewart  
Agency

EXHIBIT C

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

Cirrus Capital, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Advantage Mortgage Services  
c/o James W. Brannan  
15 Limerock Street  
Rockland, Maine 04841

Community Concepts Finance Corporation  
c/o John S. Kaminski  
85 Marginal Way, Suite 600  
Portland, Maine 04101-2480

Petrov, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Wells Fargo as Successor to Wachovia Bank,  
N.A. (as trustee to Bayview)  
420 Montgomery Street  
San Francisco, California 94104-1207

**94 HOWE STREET, LEWISTON, MAINE**

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

June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

This hearing is to determine whether the residential structure at 94 Howe Street, Lewiston, Maine, identified as Lot 339 on Tax Map 195 of the City of Lewiston Tax Maps, and further described in a Deed recorded in the Androscoggin County Registry of Deeds at Book 8545, Page 180, 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: May 27, 2016

Kathleen M. Montejo  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

May 27, 2016

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

Kelly J. Brooks  
Notary Public, Attorney at Law

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

SEAL

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On 4/3/16, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, Advantage Mortgage Services, by delivering a copy of the same at the following address: c/o James W. Brannan, 15 Limerock Street, Rockland, Maine 04841

- to the above named party in hand.
- to \_\_\_\_\_ (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to \_\_\_\_\_ (name), who is authorized to receive service for the party.
- by (describe other manner of service):

\_\_\_\_\_  
\_\_\_\_\_

Costs of Service:

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

Lauren Pinkham

Signature

Knox S.O

Agency

**EXHIBIT D**

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

Cirrus Capital, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Advantage Mortgage Services  
c/o James W. Brannan  
15 Limerock Street  
Rockland, Maine 04841

Community Concepts Finance Corporation  
c/o John S. Kaminski  
85 Marginal Way, Suite 600  
Portland, Maine 04101-2480

Petrov, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Wells Fargo as Successor to Wachovia Bank,  
N.A. (as trustee to Bayview)  
420 Montgomery Street  
San Francisco, California 94104-1207

**94 HOWE STREET, LEWISTON, MAINE**

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June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

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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: May 27, 2016

Kathleen M. Montejo  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

May 27, 2016

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

Kelly J. Brooks  
Notary Public, Attorney at Law

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

SEAL

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On 5-31-16, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, Community Concepts Finance Corporation, by delivering a copy of the same at the following address: c/o John S. Kaminski, 85 Marginal Way, Suite 600, Portland, Maine 04101

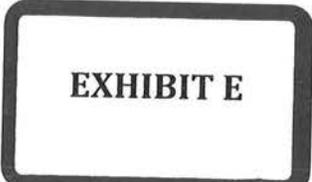
- to the above named party in hand.
- to \_\_\_\_\_ (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to John S. Kaminski <sup>ESP</sup> (name), who is authorized to receive service for the party.
- by (describe other manner of service):

Costs of Service:

Service:	\$	<u>16 00</u>
Travel:	\$	<u>8 40</u>
Postage:	\$	<u>60</u>
Other:	\$	<u>5 00</u>
 TOTAL:	\$	<u>30 00</u>

Seamus J. Rinaldi  
Signature

D/Sheriff  
Agency



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

Cirrus Capital, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Advantage Mortgage Services  
c/o James W. Brannan  
15 Limerock Street  
Rockland, Maine 04841

Community Concepts Finance Corporation  
c/o John S. Kaminski  
85 Marginal Way, Suite 600  
Portland, Maine 04101-2480

Petrov, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Wells Fargo as Successor to Wachovia Bank,  
N.A. (as trustee to Bayview)  
420 Montgomery Street  
San Francisco, California 94104-1207

**94 HOWE STREET, LEWISTON, MAINE**

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June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

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Dated: May 27, 2016

Kathleen M. Montejo  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

May 27, 2016

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

Kelly J. Brooks  
Notary Public, Attorney at Law

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

SEAL

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On 5-31-, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, Petrov, LLC, by delivering a copy of the same at the following address: c/o Andrew J. Kull, 85 Exchange Street, 4<sup>th</sup> Floor, Portland, Maine 04101

- to the above named party in hand.
- to \_\_\_\_\_ (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to Andrew Kull ESP (name), who is authorized to receive service for the party.
- by (describe other manner of service):

\_\_\_\_\_  
\_\_\_\_\_

Costs of Service:

Service:	\$	<u>16.00</u>
Travel:	\$	<u>8.40</u>
Postage:	\$	<u>60</u>
Other:	\$	<u>5.00</u>
 TOTAL:	\$	<u>30.00</u>

Scotney A. Renaud  
Signature

D/ Skiff  
Agency



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

Cirrus Capital, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Advantage Mortgage Services  
c/o James W. Brannan  
15 Limerock Street  
Rockland, Maine 04841

Community Concepts Finance Corporation  
c/o John S. Kaminski  
85 Marginal Way, Suite 600  
Portland, Maine 04101-2480

Petrov, LLC  
c/o Andrew J. Kull  
85 Exchange Street, 4<sup>th</sup> Floor  
Portland, Maine 04101-5036

Wells Fargo as Successor to Wachovia Bank,  
N.A. (as trustee to Bayview)  
420 Montgomery Street  
San Francisco, California 94104-1207

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June 21, 2016 at 7:00 pm  
Lewiston City Hall  
27 Pine Street, Lewiston, Maine 04240

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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: May 27, 2016

Kathleen M. Montejo  
Kathleen M. Montejo, City Clerk

STATE OF MAINE  
ANDROSCOGGIN, ss

May 27, 2016

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

Kelly J. Brooks  
Notary Public, Attorney at Law

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

SEAL

ANDROSCOGGIN COUNTY  
TINA M CHOUINARD  
REGISTER OF DEEDS

CITY OF LEWISTON  
CITY COUNCIL

RETURN OF SERVICE

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

On May 31, 2016 (date), I served the above-referenced NOTICE OF HEARING upon party, Wells Fargo as successor to Wachovia Bank, N.A. (as trustee to Bayview), by delivering a copy of the same at the following address: 420 Montgomery Street, San Francisco, California 94104-1207

- to the above named party in hand.
- to \_\_\_\_\_ (name), a person of suitable age and discretion who was then residing at the party's usual residence.
- to Helai Safi (name), who is authorized to receive service for the party.
- by (describe other manner of service):

Costs of Service:

Service:	\$ <u>60.00</u>
Travel:	\$ _____
Postage:	\$ _____
Other:	\$ _____
 TOTAL:	 \$ <u>60.00</u>

Amber Howe  
Signature  
San Francisco County  
Registered Process Server #1112  
Agency  
Parksides Process Service  
945 Taraval St. #610  
San Francisco, CA 94116  
(415) 646-5586



CITY OF LEWISTON  
CODE ENFORCEMENT  
CITY BUILDING  
27 PINE STREET  
LEWISTON, MAINE 04240  
(207) 513-3125 EXT. 3226  
NOTICE OF CONDEMNATION  
&  
VIOLATIONS  
VIA FIRST CLASS & CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
POSTED AT SITE

October 22, 2015

Cirrus Capital, LLC  
186 Foreside Road  
Cumberland Foreside, Maine 04110

RE: 94 Howe Street  
Map: 195 Lot: 339

Dear Owner(s);

On October 22, 2015, I inspected the property at 94 Howe Street and found the water service has been disconnected for failure to pay creating a violation of Chapter 18, Article III, International Property Maintenance Code, Sections 18-51 and 18-52, IPMC-505.1 amended and IPMC-505.3 per the Code of Ordinances of the City of Lewiston hereafter referred to as the (Code).

I hereby condemn and placard the building and property at 94 Howe Street as being unfit for occupancy pursuant to and in accordance with Chapter 18, Article III, Property Maintenance Code, Sections 18-51 and 18-52, IPMC-505.1 amended and IPMC-505.3 of the Code of Ordinances of the City of Lewiston. You are hereby ordered to immediately have the water service restored or to vacate this structure, ensuring this building is secured from unauthorized entry. You are to make substantial repairs with all required permits or to make arrangements for the demolition of this property with all appropriate permits issued by this office, leaving the property in manner to the satisfaction of this office by no later than November 25, 2015.

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.

EXHIBIT H

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 for International Property Maintenance Code violations and thirty (30) days for Zoning and Land Use violations 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,



Susan Reny  
Code Enforcement Officer/Constable

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

25-001-10

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

CIRRUS CAPITAL, LLC  
 186 FORESIDE ROAD  
 CUMBERLAND FORESIDE, ME 04110

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Barbara M... [Signature]*  Agent  Addressee

B. Received by (Printed Name)

Date of Delivery

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

3. Service Type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7012 3460 0003 3329 2410

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7012 3460 0003 3329 2410

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

Postmark Here

10-22-15

Sent  
 Street or P.O.  
 City:

CIRRUS CAPITAL, LLC  
 186 FORESIDE ROAD  
 CUMBERLAND FORESIDE, ME 04110

PS Form

Instructions

## 94 Howe Street

Photos taken April 19, 2016, March 1, 2016, May 23, 2016 and June 7, 2016.. Front view of building showing damaged and deteriorated foundation, missing and deteriorated porch guard rails and deteriorated front door.



EXHIBIT I

Photo # 2 shows overgrowth of vegetation demonstrating abandonment...



Photo # 3 shows deteriorated soffit trim, missing and deteriorated siding and trim components, missing balusters on a deteriorated porch and overgrowth of vegetation.



Photo # 4 is a close-up showing deteriorated trim and siding components as well as the missing balusters. Observe the storage of combustibles below the deck.



Photo # 5 shows deteriorated and collapsing masonry making the foundation unstable.



Photo # 6 shows additional deteriorated masonry.



Photo # 7 shows the deformation of the masonry wall due to structural failure of the bearing wall and footing making the foundation unstable.



Photo # 8 shows frayed and damaged asbestos siding an creating hazardous conditions.



Photo # 9 shows an example of the original, worn and obsolete windows.

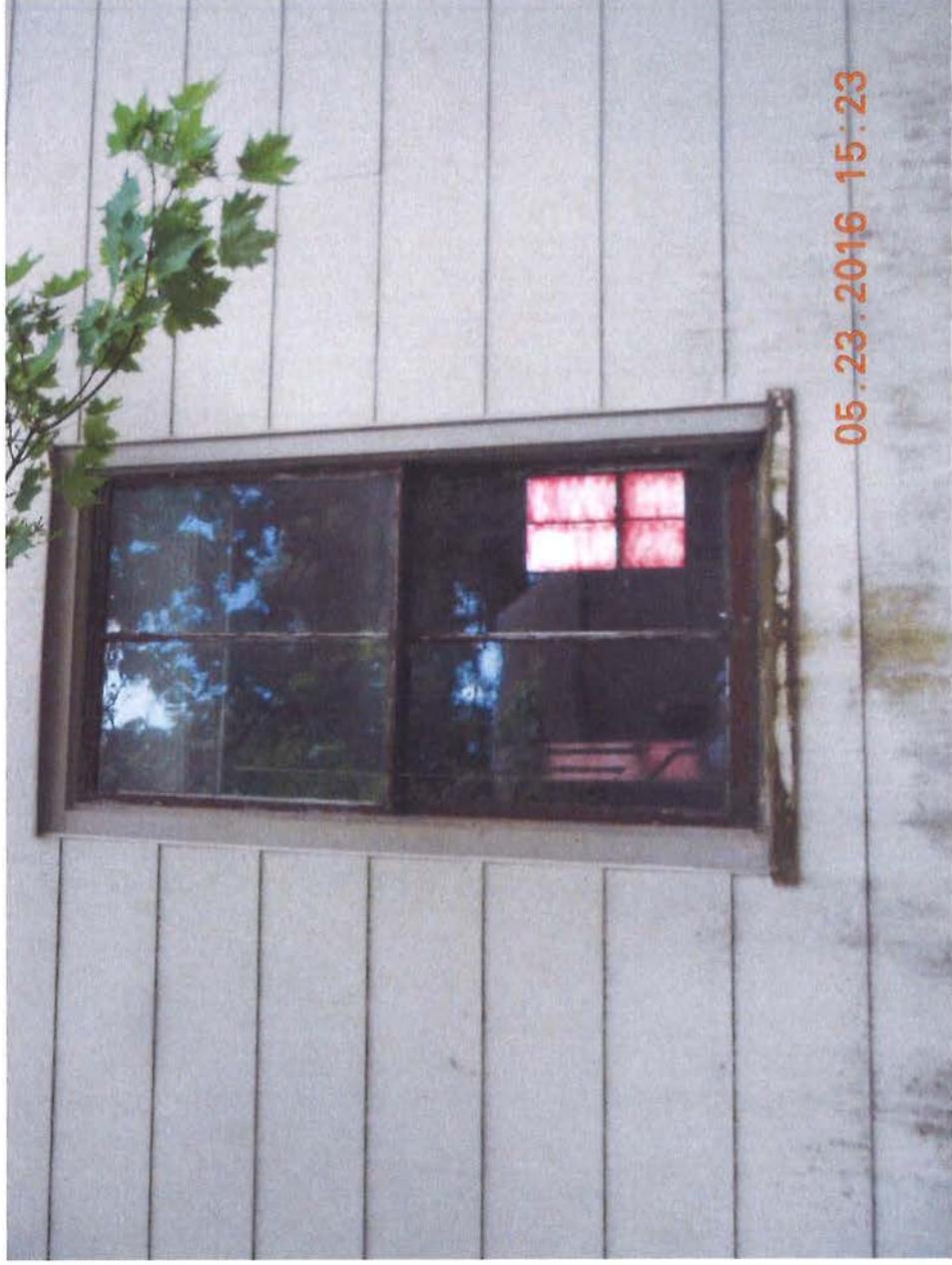


Photo # 10 shows additional deteriorated masonry and deteriorated trim with exposed unrated materials.



Photo # 11 shows an unfused, frayed and deteriorated service entrance cable creating dangerous conditions..



Photo # 12 shows illegally installed plumbing drainage system leaving open penetrations around the pipes for the accelerated spread of smoke and fire..



Photo # 13 shows a ruptured heating register due to freezing making the heating system inoperative.



Photo # 14 shows an obsolete shower stall illegally installed.

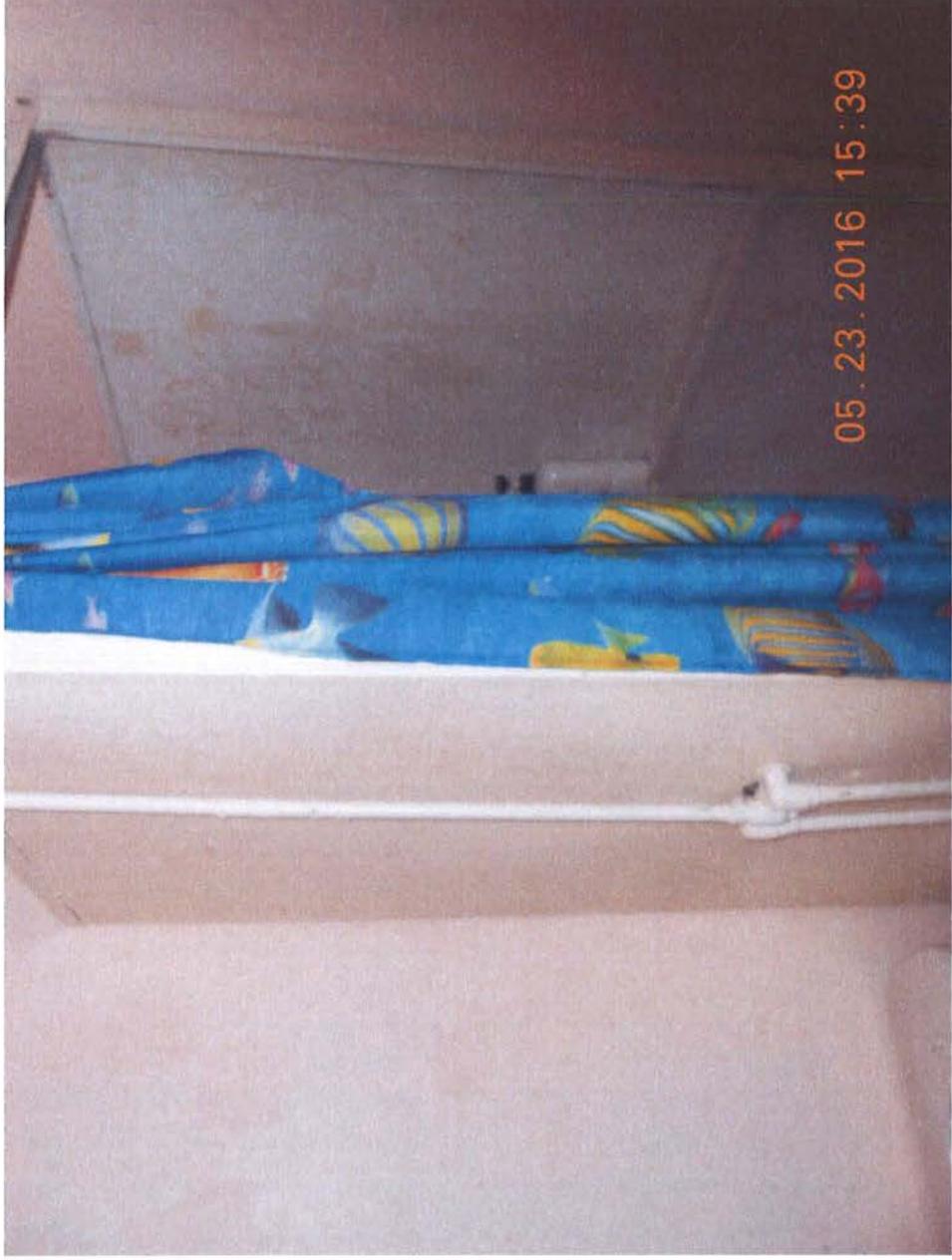


Photo # 15 shows evidence of squatters residing without essential and required facilities such as potable water and electricity making for dangerous conditions.



Photo # 16 shows materials contributing to fire loading.



Photo # 17 shows an example of obsolete and deteriorated windows with broken counter balances making them hazardous..

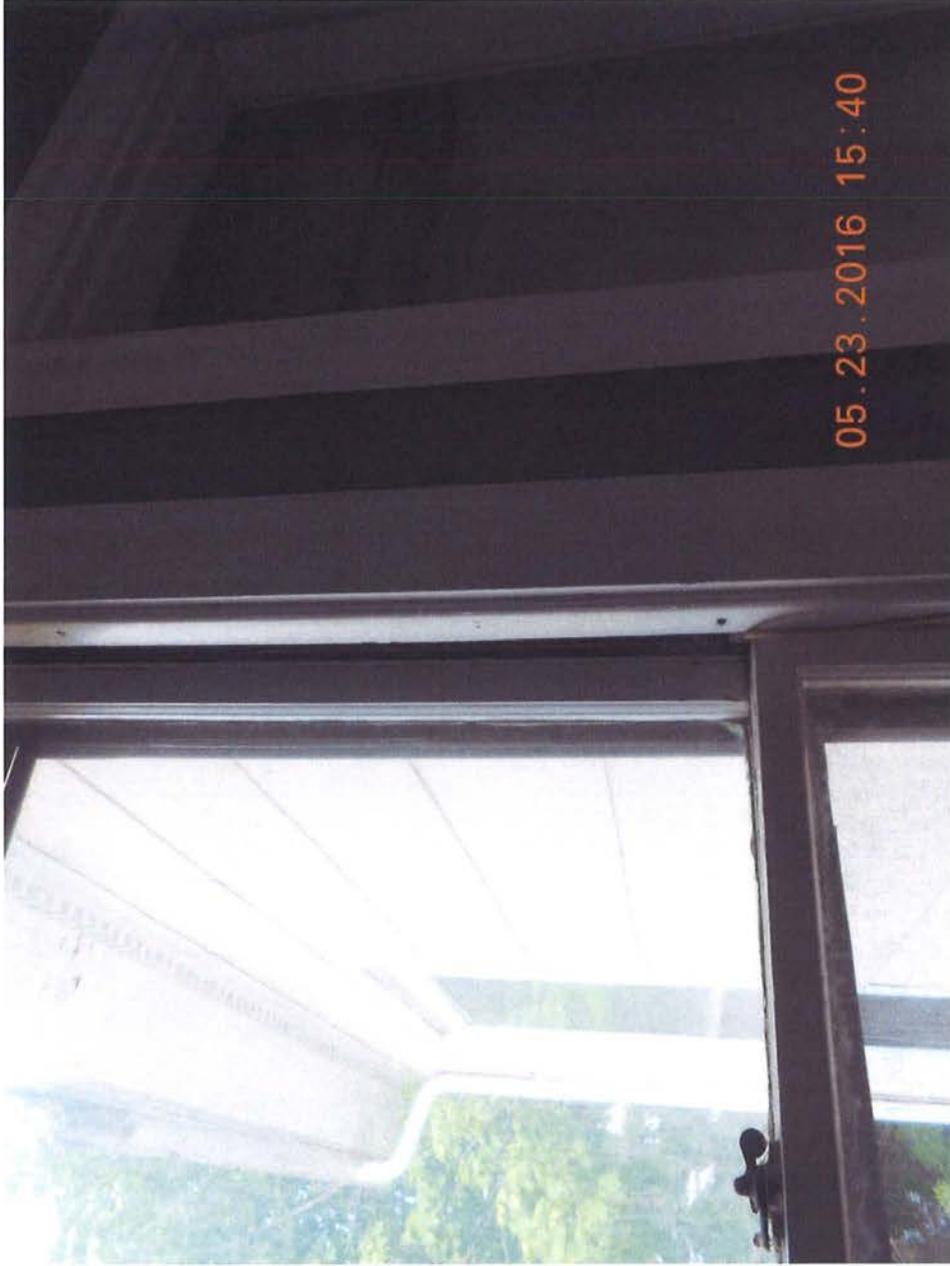


Photo # 18 shows an example of a circumvented fire rated assembly potential providing a pathway for the accelerated spread of smoke, hot gases and fire in violation of Code.



Photo # 19 shows an open electrical junction box as required by Code and presenting an electrical hazard.



Photo # 20 show an illegal plumbing connection in violation of Code.



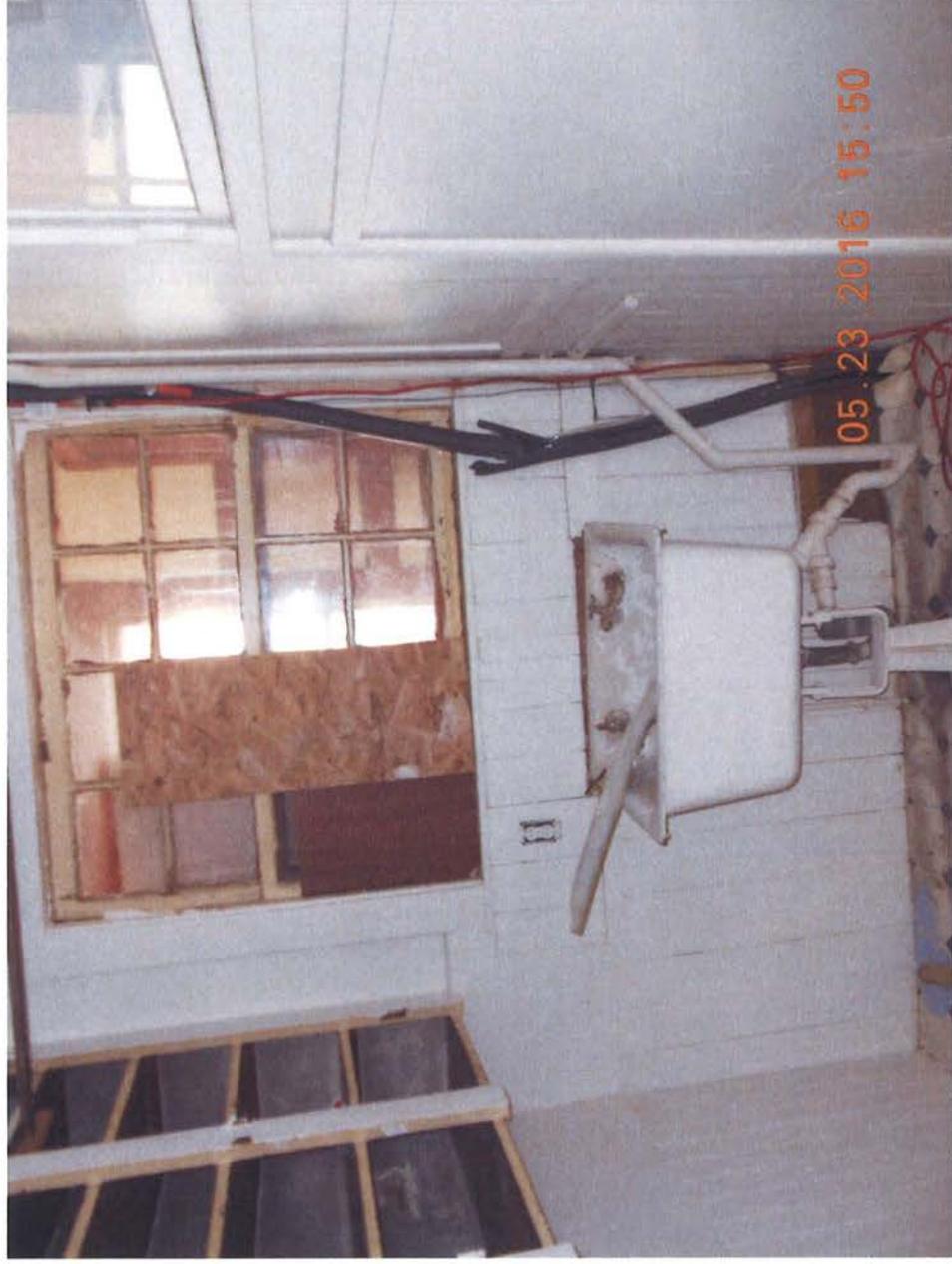
Photo # 21 shows another example of a ruptured heating pipe due to freezing rendering the heating system inoperative.



Photo # 22 shows an corroded and open drainage pipe allowing the entry of sewer gases and leaking sewage into the building resulting in unsanitary and hazardous conditions.



Photo # 22 shows an extension chord installed for a branch circuit conductor in violation of Code and damaged pipe insulation.







## EXECUTIVE DEPARTMENT

Edward A. Barrett, City Administrator  
Phil Nadeau, Deputy City Administrator

June 9, 2016

To: Honorable Mayor and Members of the City Council  
Fr: Edward A. Barrett  
Su: LA 911 FY17 Budget – Revised Figures

What follows is an updated version of an earlier memo dated June 7<sup>th</sup>. This update reflects a revised estimate of the fund balance that will be available to LA 911 at the end of the current fiscal year.

Here are some thoughts addressing at least the immediate problem re: agreement between Lewiston and Auburn on the coming year's LA 911 budget.

### LA 911's FY15 Year End Fund Balance

At the end of FY15, LA 911 had a total fund balance of \$419,570. Of this amount, \$101,675 was reserved or encumbered and unavailable for use in future years, leaving an unreserved fund balance of \$317,895. The budget proposed by the 911 Committee also proposed using \$65,281 of this balance in the FY17 budget, leaving the remainder of the unreserved balance, \$252,614 available for other purposes.

Per LA 911 Director Phyllis Gamache, there is an immediate need to repair radio equipment associated with the Webber Street tower since this is/could quickly become a safety issue for our emergency service personnel. Issues with the tower include a bleed over of Lewiston Police Department and Lewiston Public Works into Lewiston Fire's frequency as a result of the entire system on the Webber tower beginning to fail. This degradation (and other potential failures that may occur given age and condition) could result in the entire radio infrastructure for all three Lewiston entities failing without warning, and the recovery from that failure would take time and carry a significant cost. These radio problems are well beyond our ability to patch. The equipment is no longer available from the manufacturer and would have to be found via google or ebay. The equipment that would have to be purchased would be compatible with our current system but unlikely to be compatible with a new system, so the \$31,839 would provide only a temporary fix.

From an overall point of view, the current radio system for both communities is failing, and such failures would pose a risk to both the public and our emergency services personnel.

Given this, I would recommend that \$31,839 be authorized for this repair. If this is done, the balance available from FY 15 would be reduced to \$220,775. That amount could be applied to next year's budget (110,387.50 each – since we don't budget in cents, call it \$110,387 each).

If this is agreeable to both Councils, this would address the immediate budget issue.

#### Potential Impact of Relying on Fund Balance for Operation

It must also be emphasized that this will increase the use of LA 911's fund balance to offset the FY17 budget from the current \$65,281 (which the 911 Committee proposed in its original budget submission) to \$286,056. To fund this extent of the 911 budget with non-current revenues will potentially impact the FY18 operating budget and may require an increase in the contributions from the cities required to fund the on-going operation. This amount of fund balance equates to about 13% of the proposed budget. This should concern both Councils, especially given that the Auburn Council appears committed to eliminating its remaining use of fund balance in its FY18 budget, potentially leading to another very difficult budget year for them. On the Lewiston side of the river, we will likely have our own budget problems to deal with a year from now.

If this approach to the FY17 budget is adopted, it will allocate all of the funds carried over from FY 15.

#### Estimated FY16 Balance

Heather Hunter originally estimated that 911 will end the FY16 budget with a surplus of \$263,058. That number has been revised. One month of payroll, which had been released, had not been posted as she was originally told. The revised year-end 16 estimate is now \$176,000.

There are several options on how this anticipated balance could be handled. It could be used to address other capital needs, such as the virtual server project (possibly through a lease purchase arrangement that would spread the cost out over several years) or other radio upgrade needs; it could be held in reserve against additional emergency repairs given the age and condition of the radio infrastructure; or it could be carried forward into FY18. I would suggest that the Director of LA911 and the LA911 Committee be asked to advise both Council's on how best to apply these funds, likely within a broader discussion of the agency's capital needs. Please also keep in mind that the estimated year-end balance is just that, an estimate, and actual results might differ.

#### Fund Balance Policy

Still to be addressed, however, is the fund balance policy requested at the joint Council meeting. At the heart of that issue is, first, whether the Councils are or are not willing

to allow the agency to hold a fund balance. If not, some provisions would need to be in place to provide for emergency 911 spending and for that spending to be authorized fairly quickly and easily if necessary. If an immediate repair is needed, I don't think we can necessarily take the time to seek approval by both City Councils before it is authorized. Given the age and state of the 911 equipment, the likelihood of emergency needs is heightened. If the choice is for LA911 to carry no fund balance, one option would be for both cities to establish a designated fund balance reserve for 911 on their own books which could be accessed at the request of the 911 Committee and with the approval of both managers under emergency circumstances. Finally, we would need to determine how much of a fund balance or reserve should be set aside. Lewiston Finance Director Heather Hunter has recommended 10% of operations.

### Conclusion

It is unlikely that issues beyond next year's immediate funding level can be in place by the time that Auburn adopts its budget, which is scheduled for June 20<sup>th</sup>. As a result, the joint Councils may wish to consider scheduling another meeting over the summer or early fall to revisit the unresolved issues and to further explore the nature and extent of LA 911's capital needs and how they might best be addressed.

While I have reservations about increasing LA 911's dependence on its fund balance for the coming year to over \$285,000 and the potential that this may result in budget issues in FY18, this proposal would address the immediate issue and allow time for others to be reviewed and acted on in a prudent and thoughtful manner.

In conclusion, while I am not recommending that such a great reliance be placed on fund balance use, it may be the simplest resolution of the current situation. If this approach is accepted, the Lewiston City Council would have two alternatives:

1. The \$110,387 could be reduced from our property tax levy. This would reduce our tax rate by 6 cents, so the drop in the City side property tax rate would increase from the current 9 cents to 15 cents, saving the median homeowner roughly \$6 dollars on next year's tax bill. This would reduce the total city/school/county tax rate increase to 11 cents from the current 17 cents.
2. This amount could be transferred from LA 911 to a designated reserve for LA 911 that could be available either to cushion any required increase in its appropriation for the subsequent fiscal year or as a potential down payment on recognized future capital needs.

Of these two options, I would recommend the second.

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 19**

**SUBJECT:**

Order authorizing the City Administrator to take the necessary steps to dispose of 11 Walker Avenue.

**INFORMATION:**

The City acquired 11 Walker Avenue in 2013 by virtue of matured tax liens. The property includes a single family home which was vacant and in need of significant renovations at the time it was acquired. Subsequently, bids were accepted on the property, and a bid from an abutter was accepted. Since the property was tax acquired, the City could not offer a warranty deed and the interested party withdrew his bid. Given the situation, the City took steps in Court to clear the title to improve the marketability of the property. We were finally able to clear title to the property in 2015.

At about the same time, a workshop was held with the Council to discuss the potential use of HOME funds to purchase, renovate, and sell properties. This was instigated due to concern that the City could potentially lose federal HOME funds due to the delays associated with the St. Laurent project, where the use of HOME funds was anticipated. At that time, the Council indicated its support for such an approach, and it has been used on this property.

The renovations to 11 Walker have now been completed and it is ready to go on the market. Under HUD regulations, we have a 9 month period in which to sell the property to an income qualified owner. Given this and given the income qualifications, we are recommending that the property be listed with a real estate broker. Such an approach is authorized in the City's disposition policy: "5.2 Real Estate Broker. The City may contract with a real estate broker to find a buyer. This method may be most applicable to individual properties or groups of properties that the City is seeking to redevelop or develop for a specified purpose such as single family housing and/or multi-family housing renovation."

The attached Order would authorize us to proceed with disposition in this manner.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EA/B/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to take the necessary steps to dispose of 11 Walker Avenue.



COUNCIL ORDER

**Order,**

Whereas, by virtue of matured tax liens, the City acquired 11 Walker Avenue in 2013, including a vacant single family home in need of significant renovations at the time it was acquired; and

Whereas, subsequently, bids were solicited on the property and a bid from an abutter was accepted; and

Whereas, since the property was tax acquired, the City could not offer a warranty deed and the interested party withdrew his bid;

Whereas, the City then took legal action to clear the title to improve the marketability of the property, an effort that was successful in 2015; and

Whereas, staff subsequently approached the Council about the potential use of federal HOME funds to purchase, renovate, and sell single family properties, a request instigated due to concern that the City could potentially lose federal HOME funds due to the delays associated with the St. Laurent project, where the use of HOME funds was anticipated; and

Whereas, the Council indicated its support for such an approach, and it has been used to renovate this property and prepare it for sale; and

Whereas, with renovations complete, HUD regulations allow us a 9 month period in which to sell the property to an income qualified owner; and

Whereas, given the time and income limitations associated with HOME funds, staff recommends that the property be listed with a real estate broker as authorized in the City's disposition policy: "**5.2 Real Estate Broker.** The City may contract with a real estate broker to find a buyer. This method may be most applicable to individual properties or groups of properties that the City is seeking to redevelop or develop for a specified purpose such as single family housing and/or multi-family housing renovation;" and

Whereas, the Planning Board has previously presented a positive recommendation that this property be sold;

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

The City Administrator is authorized to undertake the necessary steps to sell 11 Walker Street through listing the property with a real estate broker.



© City of Lewiston Maine GIS

1:1200



# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 20**

**SUBJECT:**

Resolve taking possession of Tax Acquired Properties at 7 Acorn Lane, 112 Shawmut Street, 11 and 12 Jack Court, 1047 Sabattus Street, 152 Randall Road, 91 Crowley Road, 8 and 12 Doyon Avenue and 144 Glenview Avenue.

**INFORMATION:**

Staff has recently undertaken a review of properties on which tax liens have matured. Among these properties are eight vacant parcels of land, one vacant residence, and one vacant commercial building. After numerous attempts to contact the owners through the normal collection and tax lien process and in accordance with City Policy #92, Properties with Matured Tax or Sewer Liens, a thirty-day matured lien demand letter was sent to property owners on February 25, 2016 in which they were informed that if amounts due the City were not paid, the City Council would consider taking possession of the property at its meeting of June 14, 2016. In spite of these additional efforts, the amounts due to the City have not been paid. As a result, it is now time for the City Council to act to take possession of these properties and consider their future use or disposition. This Resolve would do so and would authorize the sale of these properties through a formal bid process subject to a positive recommendation from the Planning Board.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve taking possession of Tax Acquired Properties at 7 Acorn Lane, 112 Shawmut Street, 11 and 12 Jack Court, 1047 Sabattus Stret, 152 Randall Road, 91 Crowley Road, 8 and 12 Doyon Avenue and 144 Glenview Avenue.



**City of Lewiston Maine  
City Council Resolve  
June 14, 2016**



**Order,** Taking Possession of Tax Acquired Properties at 7 Acorn Lane, 112 Shawmut Street, 11 and 12 Jack Court, 1047 Sabattus Street, 152 Randall Road, 91 Crowley Road, 8 and 12 Doyon Avenue, and 14 Glenview Avenue.

Whereas, staff has recently undertaken a review of properties on which tax liens have matured; and

Whereas, among such properties are eight vacant parcels of land; one vacant residence, and one vacant commercial building; and

Whereas, after numerous attempts to contact the owners through the normal collection and tax lien process and in accordance with City Policy #92, Properties with Matured Tax or Sewer Liens, a thirty-day matured lien demand letter was sent to property owners on February 25, 2016 in which they were informed that if amounts due the City were not paid, the City Council would consider taking possession of the property at its meeting of June 14, 2016; and

Whereas, in spite of these additional efforts, the amounts due to the City have not been paid; and

Whereas, as a result, it is appropriate for the City Council to act to take possession of these properties and consider their future use and/or disposition;

**Now, therefore, be it Ordered by the City Council of the City of Lewiston** that, based on matured tax liens, the City take formal possession of the following properties: 7 Acorn Lane, 112 Shawmut Street, 11 and 12 Jack Court, 1047 Sabattus Street, 152 Randall Road, 91 Crowley Road, 8 and 12 Doyon Avenue, and 14 Glenview Avenue; and

**Be it Further Ordered, that**

Subject to a positive recommendation from the Planning Board, the properties be offered for sale through a formal sealed bid process.

**Tax Acquire Properties - June 2016**

<b>Ref #</b>	<b>Address</b>	<b>Owner</b>	<b>Assessed Value</b>	<b>Zoning Code</b>	<b>Acreage</b>	<b>Matured Liens</b>	<b>Total Due</b>
1	112 Shawmut St 00010848	Jean Marie Paradis Heirs	\$13,560.00	Neighborhood Conservation "B"	0.11	2011 - 2014	\$2,860.85
2	11 Jack Court 00010231	Eric Purrington Heirs	\$8,520.00	DR - Downtown Residential	0.07	2013 - 2014	\$1,074.37
3	12 Jack Court 00008592	Mildred Purrington Heirs	L: \$7,680.00 Bldg: \$38,220.00 T: \$45,900.00	DR - Downtown Residential	0.05	2012 - 2014	\$6,254.79
4	1047 Sabattus St 00006423	Seavey's Sweets Inc.	L: \$43,130.00 Bldg: \$151,110.00 T: \$194,240.00	HB - Highway Business	0.29	2012 - 2014	\$28,639.88
5	152 Randall Rd 00002939	Michael D & Amy L Doughty Ronald D & Noreen Doughty	\$19,560.00	Neighborhood Conservation "A"	0.41	2012 - 2014	\$3,262.87
6	91 Crowley Rd 00009083	Chad E Pomerleau	\$11,520.00	OS - Office Service	0.45	2012 - 2014	\$2,015.07
7	8 Doyon Ave 00005059	Doyon Ave LLC	\$7,900.00	Neighborhood Conservation "A"	0.62	2012 - 2014	\$1,455.05
8	12 Doyon Ave 00002998	Doyon Ave LLC	\$7,150.00	Neighborhood Conservation "A"	0.44	2012 - 2014	\$1,340.49
9	14 Glenview Ave 00007355	Doyon Ave LLC	\$4,800.00	SR - Suburban Residential	0.48	2012 - 2014	\$976.43
10	7 Acorn Lane 00020268	Ronald LeBlanc	\$4,160.00	R - Residential (Unbuildable)	0.8	2012 - 2014	\$877.31



7 Acorn Lane



Howard St.

109

RE00010849  
109 WALNUT ST  
ABODE PROPERTY MANAGEMENT LLC

Zoning: IO

106

105

RE00001495  
105 WALNUT ST  
MOUSSA YASSIN

RE00010850  
93 HOWARD ST  
ABODE PROPERTY MANAGEMENT LLC

102

101 (103)

RE00001846  
101 WALNUT ST  
ABODE PROPERTY MANAGEMENT LLC

Zoning:  
NCB

RE00008083  
108 SHAWMUT ST  
DOUBLE EAGLE PROPERTIES LLC

RE00010848  
112 SHAWMUT ST  
PARADIS JEAN M

RE00009609  
190 BIRCH ST  
FIRLAND MANAGEMENT COLISEE LLC

98

Walnut St.

Shawmut St.

105

109

115

117

108

112

94

91 (93)

RE00005208  
91 WALNUT ST  
DOUBLE EAGLE PROPERTIES LLC

RE00002207  
105 SHAWMUT ST  
DOUBLE EAGLE PROPERTIES LLC

RE00010087  
109 SHAWMUT ST  
NORTHERN EQUITY INVESTMENTS LLC

RE00003204  
115 SHAWMUT ST  
PELLETIER-PAVLICK CELINE P/R

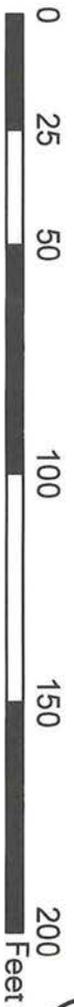
RE00006412  
117 SHAWMUT ST  
HARRIS PATRICIA L

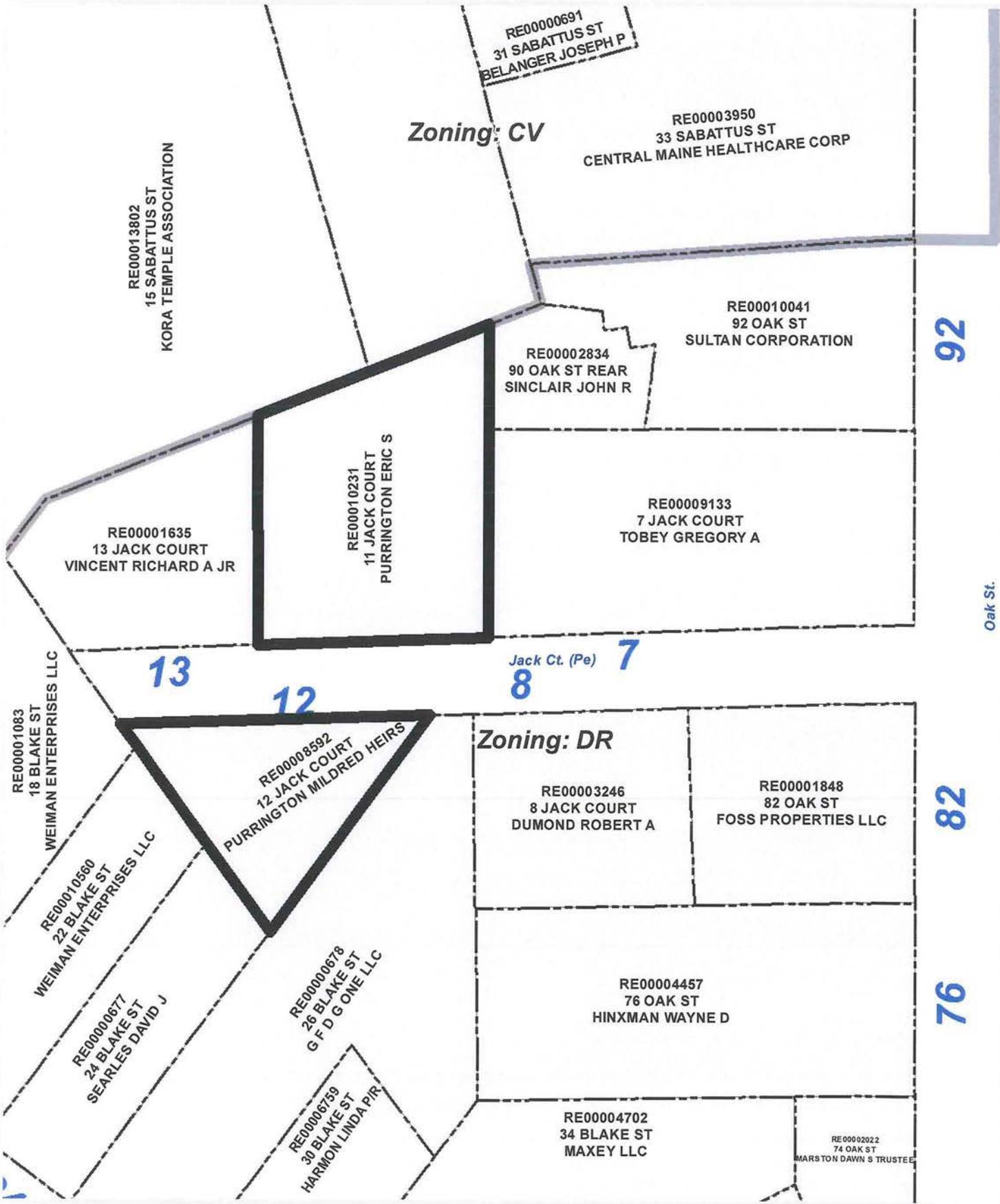
RE00007525  
121 SHAWMUT ST  
BOLDUC MELANIE A

92

112 Shawmut Street

N





**11 & 12 Jack Court**



036

Tarr Ave.

RE00001036  
1038 SABATTUS ST  
DEHETRE PAUL R

1038

RE00001036  
1038 SABATTUS ST  
DEHETRE PAUL R

Sabattus St.

1043

1047

1049

1051

Zoning: HB

RE00008425  
1041 SABATTUS ST  
PARENT DORIS A

RE00008428  
1043 SABATTUS ST  
PARENT DORIS A

RE00005062  
1049 SABATTUS ST  
COLLETTE BRUCE L

RE00002308  
1051 SABATTUS ST  
GREAT PYRAMIDS CORPORATION

RE00002162  
30 GLORIA AVE REAR  
CLAVET EMILE R

Zoning:  
NCA

RE00008158  
30 GLORIA AVE REAR  
PERRON NORMAND

RE00004389  
1053 SABATTUS ST  
GREAT PYRAMIDS CORPORATION



1047 SABATTUS ST



RE00014055  
146 RANDALL RD  
USDONVUTHIKRAI WANDEE

RE00002940  
150 RANDALL RD  
FEDERAL NATIONAL MORTGAGE ASSOC

RE00004336  
11 SUNRISE LANE  
PAGE REALTY LLC

RE00002939  
152 RANDALL RD  
DOUGHTY MICHAEL D/AMY L

Zoning:  
NCA

RE00005792  
166 RANDALL RD  
LEBEL LISA M

RE00007823  
147 RANDALL RD  
DUBOIS DENIS G

RE00003640  
160 RANDALL RD  
LEVESQUE KIM R

Randall Rd.

Pagoma Ln.



152 Randall Road



RE00011120  
99 CROWLEY RD  
BUSSIERE RAYMOND A/DORIS C TRTS

RE00007120  
90 CROWLEY RD  
ROBERT RAYMOND R

RE00005117  
95 CROWLEY RD  
TURCOTTE AMBER J

Zoning: OS

RE00009083  
91 CROWLEY RD  
POMERLEAU CHAD E

Zoning is  
Conditional RA  
For 111 Webster

RE00006740  
85 CROWLEY RD  
BURNS PENTHEA J

Crowley Rd.



91 Crowley Road



RE00003700  
3 WILLIAM ST  
FOX GERALD F

RE00000942  
5 WILLIAM ST  
BILODEAU CLAUDETTE B

RE00005010  
171 MONTELLO ST  
WARD CRYSTAL D

RE00003500  
299 CENTRAL AVE  
NADEAU LUCILLE

RE00002998  
12 DOYON AVE  
DOYON AVENUE LLC

RE00005059  
8 DOYON AVE  
DOYON AVENUE LLC

RE00014093  
295 CENTRAL AVE  
MORIN LAURIER R

Zoning:  
NCA

RE00014156  
293 CENTRAL AVE  
MORIN LAURIER R

RE00011024  
6 DOYON AVE  
DREWAL ROBERT J

RE00005946  
9 DOYON AVE  
JEAN GONTRAN L



8 Doyon Avenue



RE00005010  
171 MONTELLO ST  
WARD CRYSTAL D

RE00005059  
8 DOYON AVE  
DOYON AVENUE LLC

RE00009567  
181 MONTELLO ST  
COLLINS ELISABETH ANN

RE00002998  
12 DOYON AVE  
DOYON AVENUE LLC

**Zoning:**  
**NCA**

RE00005946  
9 DOYON AVE  
JEAN GONTRAN L

RE00003873  
7 GLENVIEW AVE  
GAGNIER ROLAND C

RE00011025  
7 DOYON AVE  
MORISSETTE LIONEL L



12 Doyon Avenue





14 Glenview Avenue



# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 21**

**SUBJECT:**

Order Authorizing the City Administrator to Execute Two Collective Bargaining Agreements with the Lewiston Police Supervisory Command Unit.

**INFORMATION:**

The City Council is requested to approve two agreements with the Lewiston Police Supervisory Command Unit. The first agreement is for FYs 2015, 2016, and 2017. The second is for FY 2018.

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

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To approve the Order authorizing the City Administrator to Execute Two Collective Bargaining Agreements with the Lewiston Police Supervisory Command Unit.



The Office of  
Deputy City Administrator  
Phil Nadeau  
**MEMORANDUM**

TO: Mayor and City Council

FR: Phil Nadeau

CC:

RE: Lewiston Police Supervisory Command Unit Collective Bargaining Agreements

DT: 6/21/16

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## 1. BACKGROUND

The city has been working for the last twenty months with the Command Unit negotiating team to develop the enclosed proposed contracts. The Patrol unit membership voted to support the contracts. Notable features of the proposed contracts are as follows (contract copies forwarded electronically):

- One contract for three years: FY2015, FY2016 and FY2017  
COLA: FY2015 – 1.5% eff 1/1/15; FY2016 – 1.5% eff 7/1/15; FY2017 – 2.0% eff 7/1/16 with a new 7+ Year Step
- A second contract for one year: FY2018  
COLA: FY2018 – 2.1% eff 7/1/17 & 0.5% eff 1/1/18
- New sick leave incentive program: will increase annual award from 3 paid workdays to 5 paid workdays (awards based on schedule of non-sick leave use) in exchange for non-grievable sick leave abuse discipline language
- Increase comp time accrual from 80 to 150 hours
- Health Insurance & New Wellness Program:
  - ✓ PPO 500 becomes primary insurance effective upon signing of contract
  - ✓ POS C optional if employee pays difference in cost to city
  - ✓ HRA: \$1000 for single; \$2000 for family effective upon signing of contract with increase to \$1200 for single and \$2400 for family effective 7/1/17
  - ✓ Flexible Benefits Plan: increase payment to \$200
  - ✓ Minimum Employee health insurance payment: 15% for employees hired before 9/1/07; 20% for employees hired on or after 9/1/07 after 10% Wellness program rewards are achieved

- ✓ New Wellness program with enhanced wellness standards to become effective in 2017
- ✓ Fitness Bonus payment of \$400 for all employees upon signing of contract. Beginning in 2017, Fitness Bonus for employees and \$300 for spouses only paid if all special Wellness Program conditions are met
- ✓ Opt Out Insurance Incentive – to be paid at PPO 500 levels
- Retirement
  - ✓ Retirement Stipend: with 90 days' notice of MePERS eligible retirement date, officer will receive \$750 payment (3 month notice waived to 30 day notice immediately effective upon signing of contract for all members eligible for MePERS retirement (no less than 25 years of service upon signing of contract)
  - ✓ Retirement Health Bridge: If officer retires within 6 months of effective date of their 25<sup>th</sup> MePERS retirement date, officer may remain on the city health insurance plan for one year by paying only their applicable employee contribution or be paid the cash value of the coverage less the required employee payment.

## 2. RECOMMENDED ACTION

To approve the proposed contract.



**COUNCIL ORDER**

**ORDER,** Authorizing the City Administrator to Execute Two Collective Bargaining Agreements with the Lewiston Police Supervisory Command Unit

Whereas, the City has been working for the last twenty months with the Command Unit negotiating team to reach agreement on a new collective bargaining agreement; and

Whereas, the negotiated agreements have been approved by the Command Unit membership; and

Whereas, the terms and conditions of the proposed agreements fall within the negotiating guidelines provided by the City Council;

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

The City Administrator is hereby authorized to execute two collective bargaining agreements for FY2015-16-17 and FY2018 for the Lewiston Police Supervisory Command Unit in accordance with the terms and conditions outlined on the enclosed memorandum from Deputy City Administrator Phil Nadeau.

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 21, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 22**

**SUBJECT:**

Resolve terminating the Auburn-Lewiston to Portland Commuter Bus Study.

**INFORMATION:**

For some time, the Cities of Lewiston and Auburn have been supportive of and pursuing an effort to establish commuter service to the Portland area. Portland Metro, the transit operator in Portland, has been involved in this effort and agreed to undertake a study of such service, including an estimate of the subsidy that would be required. For a variety of reasons relating to Metro's circumstances, this study has been delayed. It is apparent, however, that such a service will require a significant level of subsidy. Given the budget situation faced by both communities and the potential that existing service may be reduced, the Lewiston Auburn Transit Committee is recommending that this effort be terminated and only be reinitiated should the likelihood of such subsidy's availability increase. Please see the attached memo from Deputy Administrator Nadeau.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve terminating the Auburn-Lewiston to Portland Commuter Bus Study.



COUNCIL RESOLVE

**RESOLVE,** Terminating the Auburn-Lewiston to Portland Commuter Bus Study.

Whereas, the City of Lewiston approved a Resolve on February 5, 2013 to work in collaboration with the City of Auburn, the Portland region Metropolitan Planning Organization, the Portland Area Comprehensive Transportation System, the Lewiston-Auburn Metropolitan Planning Organization, (Greater Portland Transit District) Metro, the Androscoggin Valley Council of Governments, and the LATC (Lewiston-Auburn Transit Committee) to jointly conduct and manage a commuter study; and

Whereas, the need for fast, economical, and environmentally sound transit service between Portland, Lewiston, and Auburn shall remain as an important goal to reducing single-passenger vehicle trips and working toward developing transit service utilizing existing transit corridors; and

Whereas, Metro had accepted the responsibility to lead the study effort in early 2015 and has done everything possible to dedicated resources to the study while also managing a number of large, complex Metro projects which have resulted in study delays pushing its completion into late Fall 2016 or early 2017; and

Whereas, the current budget environment is not optimal for expanding the transit budget by an additional \$80,000 to \$240,000 for each city; and

Whereas, on June 8, 2016, the LATC unanimously voted to authorized the Chair to communicate the Committee's approval to the Lewiston City Administrator and the Auburn City Manager seeking the authority from one or both cities to terminate all Metro, LATC, and other staff involvement in the commuter study; and

Whereas, approval of this Resolve by a vote of one or both City Councils of Auburn and Lewiston shall result in the authority for the LATC Chair to notify Metro to terminate the current commuter study;

[Type text]

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

The City Administrator shall notify the Lewiston-Auburn Transit Committee (LATC) Chair of the following:

- To communicate Metro General Manager Greg Jordan and all parties associated with the commuter study that the City of Lewiston wishes to terminate all efforts associated with the current commuter study and any ancillary effort to develop or fund a final recommendation for a commuter service between Auburn and Lewiston
- That the LATC communicate the City's gratitude for the time, effort and analysis provided by Metro General Manager Greg Jordan and his staff
- That the LATC advise Metro that any analysis for a future LATC/Metro commuter service only be pursued under the following conditions:
  - ✓ That the LATC and both Auburn and Lewiston City Councils specifically authorize any future commuter study and any associated commuter study costs on the condition that all costs be shared by equally by both cities through their general fund and that both City Councils publicly support that they will fund commuter services within two years of the publication of the study; or
  - ✓ That the Maine Turnpike Authority or other agency provide the necessary funding for the study and the service



# Lewiston-Auburn Transit Committee



## MEMORANDUM

TO: Ed Barrett, Lewiston City Administrator  
Howard Kroll, Auburn City Manager

FR: Phil Nadeau, LATC Chair

RE: Resolve to Terminate Portland-Auburn Commuter Bus Study

DT: June 9, 2016

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### 1. Background:

Since 2012, the Lewiston-Auburn Transit Committee has been on record supporting Mayor Jonathan LaBonte's efforts to develop a fixed transit commuter service that would link the City of Portland to our citylink service operations in Lewiston-Auburn.

In a supporting memo prepared for the Lewiston City Council on August 14, 2012, I wrote: "Mayor Labonte and I have had multiple discussions on the matter of commuter services for Lewiston-Auburn residents who want to access daily travel outside of L-A for work or play. Mayor Labonte and I have also discussed the LATC's mission to provide fixed transit services within Lewiston-Auburn as defined within its interlocal agreement and how our local transit planning for the system must also work as part of the transportation planning process."

As a result of that process, the Lewiston City Council voted on August 14, 2012 to approve a resolve supporting the expansion of the LATC service area to be overseen by "...the Androscoggin Transportation Resource Center and other such planning agencies..." in the pursuit of "...an affordable fixed public commuter service that would connect residents with more opportunities to work and travel to communities outside of Lewiston and Auburn.." (This resolve, or one similar to it, was also scheduled to be placed on the Auburn City Council and was likely approved around the same period of time.)

On February 5, 2013, the Lewiston City Council (and around the same period of time the Auburn City Council and the Portland City Council) approved a resolve directing the City Administrator "to take whatever steps are necessary to work with officials of PACTS, ATRC, the municipalities of Auburn and Portland, and other communities within these regions on seeking program funding to advance this (high quality passenger

commuter service') project toward implementation." The action officially recorded the Lewiston City Council's support for Mayor LaBonte's commuter initiative.

Not much occurred with the initiative for well over a year, which led to a discussion between myself and former Auburn manager Clint Deschene regarding Bonny Rodden's 2014 email suggesting that the Metro and LATC committees schedule the first joint meeting between the two organizations. Clint and I both agreed that the meeting would be a useful opportunity to springboard both organizations into action regarding the commuter service project.

Both organizations met on July 24, 2014 at the AVCOG offices in Auburn. We learned at the meeting that the Metro Board had not yet placed the item on their agenda given the Board's focus on merger discussions with the South Portland and Biddeford-Saco-Old Orchard Beach systems and their planned expansion of the Metro system to Cumberland, Freeport and Yarmouth. We also learned that there was interest in the project and a willingness to begin to move forward on a study to assess its viability.

The meeting resulted in a commitment to have a small workgroup consisting of myself, Greg Jordan, Marsha Bennett, and Howard Kroll assigned to the project. In later discussions with Clint and Metro General Manager Greg Jordan, it was decided that Metro would take the lead on the study. On March 4, 2015, Howard, Marsha and I met with Mr. Jordan at the Metro offices in Portland and reviewed some preliminary materials and ideas about how the commuter service would work.

In May of 2015, preliminary cost estimates on 3 possible commuter routes were discussed by the workgroup. The cost for each city, in addition to the annual local share paid by each city for citylink operations, would potentially be somewhere between \$80,000, \$128,000 to \$234,000 annually. Before the numbers could be finalized, Mr. Jordan stated that a consultant would need to be hired and estimated the cost to be approximately \$6,000. Over time, Mr. Jordan learned that consultant services would be far more expensive than originally estimated and decided that he and Metro staff would use the Portland North Study (which was used to support the expansion of the Metro system to Freeport, Yarmouth and Cumberland) and its calculation models to develop a full proposal for our two systems.

That process was placed on hold by Metro for a number of reasons which included the actual implementation of the Metro system expansion and was further hampered by some key personnel departures. Last week, Mr. Jordan advised me that he estimated that he and his staff would not be able to restart the study process until late Fall of this year.

Given the ongoing delays and the current budget environment, I believe that the continued pursuit of this project is not a productive use of LATC or Metro's staff time. This is a big, complex undertaking that involve many staff who are already extremely busy with other critical projects (LATC is currently focused on finishing a new bus

station, public hearings on its completed citylink transit study, an RFP process, and upcoming negotiations for a new citylink operations contract that may need additional modifications depending on budget outcomes in Auburn, etc.). Additionally, we have two cities that have very little margin for creating new transit services within existing budget tolerances. There is no dispute that budgets are very tight and it would only be reasonable to assume that additional expenses in the face of tight (and in some cases declining) revenues needed to support other city services will not allow for potentially significant funding increases for a daily commuter bus service.

With that as a backdrop, On June 8, 2016, I requested that the LATC vote on a resolve which would authorize me to forward the following request to both cities. The vote to support this action was unanimously supported by the Committee and is as follows (I will leave it to the respective City Clerks to format as needed):

TO RESOLVE THAT THE LATC SHALL BE PROVIDED THE AUTHORITY BY VOTE OF ONE OR BOTH CITY COUNCILS TO DO THE FOLLOWING:

- GIVE IMMEDIATE NOTICE TO METRO TERMINATING ANY FURTHER EFFORT TO DEVELOP A FINAL RECOMMENDATION FOR A METRO COMMUTER SERVICE BETWEEN AUBURN AND PORTLAND ; AND
- THAT THE LATC EXPRESS ITS GRATITUDE FOR THE ANALYSIS THAT HAS BEEN COMPLETED BY GREG JORDAN AND METRO STAFF TO DATE; AND
- ADVISE METRO THAT ANY ANALYSIS FOR A FUTURE LATC/METRO COMMUTER SERVICE ONLY BE PURSUED ON THE CONDITION
  - ✓ THAT THE LATC AND BOTH AUBURN AND LEWISTON CITY COUNCILS SPECIFICALLY AUTHORIZE THE STUDY, AND ANY ASSOCIATED STUDY COSTS, BE COMPLETED WITH THE UNDERSTANDING THAT ALL STUDY COSTS BE SHARED EQUALLY BY BOTH CITIES THROUGH THEIR GENERAL FUND AND THAT BOTH CITY COUNCILS PUBLICLY SUPPORT THAT THEY WILL FUND COMMUTER SERVICES WITHIN TWO YEARS OF THE PUBLICATION DATE OF THE STUDY; AND/OR
  - ✓ THAT THE MAINE TURNPIKE AUTHORITY OR OTHER AGENCY PROVIDE THE NECESSARY FUNDING FOR THE SERVICE

It should be noted that Lewiston City Councilor and Committee member Joline Beam has agreed to place this on the June 21, 2016 City Council agenda for action.

RECOMMENDED ACTION:

Approve the above LATC Resolve.

# LEWISTON CITY COUNCIL

## MEETING OF JUNE 21, 2016

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 23**

**SUBJECT:**

Resolve extending the term for Lewiston At -Large appointment Belinda Gerry to the Lewiston-Auburn Transit Committee.

**INFORMATION:**

Deputy City Administrator Phil Nadeau serves as the Chair of the Lewiston Auburn Transit Committee (LATC). He has requested that the City Council act to extend the Term of Belinda Gerry on the Committee. Ms. Gerry was appointed recently by the City Council to fill an unexpired term on the Committee for a Lewiston representative. On June 30 of this year, her term will expire and, under the controlling interlocal agreement, the City of Auburn will appoint her successor. Given the recent delays we have seen in filling certain positions, Phil has requested that the Council act to extend Ms. Gerry's term should there be a delay in naming her replacement. LATC currently faces a heavy workload and a number of important decisions, and a full complement on the Board would be helpful.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Resolve extending the term for Lewiston At -Large appointment Belinda Gerry to the Lewiston-Auburn Transit Committee.



COUNCIL ORDER

**RESOLVE,** Extending the Term for Lewiston At-Large Appointment Belinda Gerry to the Lewiston-Auburn Transit Committee.

Whereas, the City Council approved the appointment of Belinda Gerry to fill the unexpired term left vacated by Christina Berry; and

Whereas, Belinda Gerry's term is set to expire June 30, 2016; and

Whereas, the Lewiston-Auburn Transit Committee desires that any potential vacancy of the At-Large position be filled until such time as the Auburn City Council takes action to fill the position; and

Whereas, the 1998 Lewiston-Auburn Transit Committee Interlocal Agreement does not expressly state a process to fill the unexpired terms of At-Large position;

**Now, therefore, be it Resolved that the City Council of the City of Lewiston**

That Belinda Gerry's At-Large appointment to the Lewiston-Auburn Transit Committee remain in effect until such time as the position is filled by an appointee of the Auburn City Council or, in the absence of such an appointment, the extended At-Large term shall end on June 30, 2019.

**LEWISTON CITY COUNCIL**  
**MEETING OF JUNE 21, 2016**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 27**

**SUBJECT:**

Executive Session to discuss labor union negotiations regarding the city's six employee unions.

**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.



**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To enter into an Executive Session pursuant to MRSA Title 1, Section 405 (6) (D) to discuss Labor Negotiations regarding the city's six employee unions - International Association of Firefighters, Local 785; Maine State Employees Association, Local 1989; Maine Association of Police; Lewiston Police Supervisory Command Unit; Lewiston Professional Technical Unit, Local 3855 and Lewiston Public Works Unit, Local 1458.