

CITY OF LEWISTON
PLANNING BOARD MEETING
Monday, August 13, 2018 – 5:30 P.M.
City Council Chambers – First Floor
Lewiston City Building
27 Pine Street, Lewiston, ME

AGENDA

- I. ROLL CALL**
- II. ADJUSTMENTS TO THE AGENDA**
- III. CORRESPONDENCE**
- IV. PUBLIC HEARINGS:**
 - a) Bartlett Street Contract Zoning- 230 Bartlett Street
 - b) City of Lewiston – Conditional Use and Site Plan Review for Franklin Pasture Project (Marcotte Park): Shayne’s Inspiration Accessible Playground- 145 Birch Street
- V. OTHER BUSINESS:**
 - a) Continued discussion of proposed Fire Station at 55 North Temple Street
 - b) Any other business Planning Board Members may have relating to the duties of the Lewiston Planning Board
- VI. READING OF THE MINUTES:** Motion to adopt the July 23, 2018 draft minutes
- VII. ADJOURNMENT**

To whom it may concern,

August 9, 2018

My name is Rick LaChapelle and I am one of the owners of AHS, which includes 5 rooming houses in Lewiston, totaling over 100 rooms, as well as several apartments. We keep these units well-maintained and clean.

These rooming houses are of immense value to the community. Not all people can afford an apartment, with high security deposits and an extensive application process which excludes qualifications necessary for a yearly lease by most landlords. We give lodgers the ability to pay weekly, charging them a minimal deposit and also offer housing to the under privileged in our community. We have seen many come from the streets, to a shelter, to then find a rooming house. Once they have established that they can and will pay on-time for housing, they get a good recommendation and can finally get an apartment. We have made this transition with several lodgers and want to include efficiency apartments in this building to help make this transition possible. Currently, 75% of our lodgers have jobs and pay for these units on their own. The other 25% are mostly disabled and get monthly checks.

We run our rooming houses at 98% occupancy rate and usually fill vacant rooms within a day or 2 after cleaning them. We frequently have no vacancy and it is obvious to me that we need more rooming house availability in this city. This building at 230 Bartlett St. would be completely accessible to the handicapped, as it has an elevator going to all floors. It has been told to us that housing for the handicap has been a short supply in Lewiston. We feel that this building will be a great addition to Lewiston and will serve to house many people that currently struggle to find lodging in our city.

Thank you for your consideration,

Rick LaChapelle & Ron LeBlanc, AHS



CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Planning Board
FROM: David Hediger, City Planner
DATE: August 9, 2018
RE: Agenda Item 4(a): Proposed Contract Rezoning of 230 Bartlett Street

Pursuant to Article XVII, Section 5 of the Zoning and Land Use Code, Advanced Heating Solution LLC/Rick LaChapelle has submitted request to contract zone the property at 230 Bartlett Street from the Highway Business (HB) district to the Downtown Residential (DR) district.

This .92 acre property consists of a two-story 13,412 square foot structure constructed in 2006 with a 57 space parking lot. The last use of the property was professional office space. The structure has been vacant for over two years. The proposed contract zone is limited to four specific uses: lodging houses, multi-family dwellings, mixed use structure, and accessory structure. The petitioner's primary intent with the property is to operate a lodging house. However, he also wants the opportunity offer efficiency apartments (i.e. multi-family) in this building to provide tenants the opportunity for transition from a room to an apartment. Allowing mixed use structures as a permitted use provides the opportunity to operate a structure with both lodging units and dwelling units.

The applicant owns other lodging houses in the community with an occupancy rate of 98% and regularly with no vacancy. The applicant has indicated that there is a need for more lodging house type facilities in the community, which often accommodate the disadvantaged and those in need.

The DR district is located in the greater downtown area, consisting of high density neighborhoods, affordable housing, access to public transportation, and proximity to retail and commercial services. This district encourages the replacement, reuse or conversion of existing buildings to conform to the type and density of housing existing within the immediate neighborhood. The district also contains many of the existing lodging houses in Lewiston.

The Comprehensive Plan shows the property located in a G-5 Infill Growth Sector and notes: "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. This sector includes the City's ... Downtown Residential (DR) zone". The property is currently zoned in HB in a condensed area along with 23 other properties. Prior to 1988, the area was split zoned for apartments and commercial uses. In 1988 the area was zoned to HB. This was likely decided upon because of the mix of non-residential uses in the area. However, it resulted in any existing residential uses becoming nonconforming. The lands uses remain varied today with 14 permitted uses, 4 non-conforming and 5 vacant lots, three of which contained residential uses. The area is surrounded by

Institutional Office (IO), Mill (M), Neighborhood Conservation “B” (NCB), and DR districts. Looking at the existing development pattern, abutting districts, and the development potential of vacant lots, this is an area the City may want revisit the with respect to zoning. With that in mind, the proposed contract rezoning is not a far-reaching proposal or change from some of the uses and development in the surrounding neighborhood.

ACTION NECESSARY

Staff recommends the Planning Board make a motion:

“I move to move pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council on Advanced Heating Solutions’ LLC request to contract zone the property at 230 Bartlett Street from the Highway Business (HB) district to Downtown Residential (DR) to permit lodging houses, multi-family dwellings, mixed use structures, and accessory structures.”

AN ORDINANCE PERTAINING TO ZONING BOUNDARIES

THE CITY OF LEWISTON HEREBY ORDAINS:

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

APPENDIX A

ZONING AND LAND USE CODE

ARTICLE IV. ESTABLISHMENT OF DISTRICTS

Sec. 1. Zoning Map

The City of Lewiston hereby ordains that the Official Zoning Map of the City of Lewiston be amended by establishing a contract zone for the property at 230 Bartlett Street as recorded in the Androscoggin Registry of Deeds Book 9694 Page 2 as described in Exhibit "A" and depicted on Exhibit "B", both of which are attached hereto as follows, said property to contractually rezoned from the Highway Business (HB) District and to the Downtown Residential (DR) District.

REASONS FOR THE PROPOSED AMENDMENT

The reason for the proposed amendment is to allow lodging houses and multi-family dwellings, as defined by the Zoning and Land Use Code, Article II, Section 2. Definitions, as a permitted use at the property located at 230 Bartlett Street. This property of .92 acres is consists of a vacant two-story, 13,412 square foot structure previously used for office space.

This building has been vacant for over 2 years and the surrounding neighborhood has multiple empty buildings and many in need of major repair. Rezoning this building would bring people back to a neighborhood that was once thriving but has lost momentum in the past years. This project would have a positive impact to the area. We have the opportunity to purchase a beautiful building that would service a need in our community. The building is 100 handicap accessible with an elevator going to all floors. It is our understanding that handicap accessibility has been an ongoing issue for lodgers in this city. We hope to alleviate some of that need.

The need for rooms is great. I currently receive from 10 to 20 phone calls per day from people looking for rooms and I most often have no availability. Currently, 75 of the lodgers staying in our rooming houses have jobs and are productive members of our city. Of the other 25, most are disabled and pay with their disability checks. Many of our lodgers prefer rooming house lodging for multiple reasons. They have the ability to pay weekly instead of monthly with little security deposit necessarv., A single room requires less maintenance for the

lodger. Laundry and other services are available that are not offered with an apartment. There is no long-term lease required and many enjoy the social aspect of rooming house living. Our plan is to also offer efficiency apartments in this building which will allow those to easily transition from a room to a apartment. The purchase of this building is contingent on the rezoning of this property. It will allow us to offer housing that will meet or exceed all health and safety codes in the master plan, including asbestos and lead-free housing. We will provide locked access to the building as well as a camera system allowing us security measures to keep our lodgers safe.

The DR district allows lodging houses as a permitted use. In order for the new owner to move forward with improvements and investments already planned for the property purchased at 230 Bartlett Street, a contract zone to DR is proposed. The contract zone would be limited to four specific uses: lodging houses, multi-family dwellings, mixed use structure, and accessory structure. The DR district is located in the greater downtown area, consisting of high density neighborhoods, affordable housing, access to public transportation, and proximity to retail and commercial services. This district encourages the replacement, reuse or conversion of existing buildings to conform to the type and density of housing existing within the immediate neighborhood. The district also contains many of the existing lodging houses in Lewiston.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

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

- **Strengthen Neighborhoods & Expand Housing Choice:** "Provide a greater range of housing choices to meet the needs of young adults, families, renters, seniors, immigrants, refugees and people of different income levels. A more intentional and diversified housing strategy is critical to the City's quality of life and economic growth." (Vision Statement & Guiding Principles, Guiding Principles, page 116.)
- **Continue the development pattern of the existing neighborhood as noted in the Plan:** "Lewiston has a number of high-density urban neighborhoods that are in need of attention and should be considered an immediate goal for improvement. Simplify the rules making easier to develop or redevelop buildings in a way that respect the character of the neighborhood. Encourage reinvestment in older higher-density residential neighborhoods by allow full utilization of existing building and flexible parking requirements." (Character Districts, CD4 Neighborhood General, page 128).
- **The property is located in a G-5 Infill Growth Sector.** "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. This sector includes the City's... Downtown Residential (DR) zone." (Conservation & Growth Map, Growth Sectors, page 125).
- **"Encourage infill and redevelopment within the downtown, existing service area and designated growth areas."** The prior use as a multi-family dwelling. The proposed use will allow the property to continue to be used for residential purposes. (Prioritize Economic Vitality, Market Shifts, page 164.)

CONTRACT REZONING AGREEMENT

The proponent requests that the official zoning map for the City be amended by removing the subject property from the HB district and contract zoning the subject premises DR district subject to the limitations more fully described below.

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

- (a) Land Use Table: Allowed uses of the property shall include those uses as listed below and subject to the conditions contained herein:

Land Use Table: All Zoning Districts USES(15)(33)	Proposed DR Contract Zone
Accessory use or structure	P
Residential	
Multifamily dwellings in accordance with the standards of Article XIII	P(11)
Mixed use structures	P
Lodging houses	P(11)

Applicable Land Use Table Footnotes:

- (11) All new residential construction shall comply with the design standards of Article XII, Section 22.
- (15) Buildings, structures and uses accessory to permitted or conditional uses are allowed in all districts.
- (33) The performance standards of Article XII shall apply, unless otherwise specified.

- (b) Space and Bulk Table: Allowed space and bulk standards on the property shall include those standards as listed below and subject to the conditions contained herein:

Space and Bulk Table	Proposed DR contract zone
Minimum lot size with public sewer	
All permitted uses	5,000 sf
Minimum net lot area per d.u. with public sewer	
All permitted residential uses	1,250 sf
Minimum frontage	
All permitted uses	50 ft
Minimum front setback	
All permitted uses	None (22)
Minimum front yard	
All permitted uses	None (22)
Minimum side and rear setback	

All permitted uses	10 ft
Minimum side and rear yard	
All permitted uses	10 ft. (required on one side)
Maximum height	
Other permitted uses	60 ft.
Ratios	
Maximum impervious coverage	0.75

Applicable Space and Bulk Table Footnotes:

(22) In areas where the existing buildings have an established uniform setback relationship to the street, any new building or modification to an existing building shall maintain this established relationship notwithstanding the setback provisions of that district. An established uniform setback relationship is deemed to exist when the distances between the front face of the building and the edge of the travel way in the adjoining street for the two adjacent parcels fronting on the same street on each side of the subject parcel are within +/- five (5) feet of mean of this distance for the four (4) parcels. For the purposes of this provision, lots shall be deemed to be adjacent even if separated by a street or public easement.

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

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

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

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

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

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

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

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

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

The Proponent of this request and owner of 230 Bartlett Street hereby respectively submits this Proposal as of the 25 day of July 2018.

Proponent: Rich LaChapelle
Rich LaChapelle

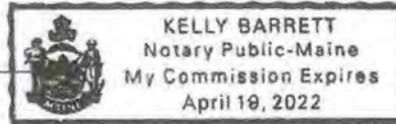
Androscoggin, SS
Lewiston, Maine

7/25, 2018

Personally appeared the above named Rich LaChapelle and acknowledged their foregoing to be their free act and deed.

Kelly Barrett
Notary Public

Commission Expires: _____



Owner:
230 Bartlett Street, LLC

Kevin Ellis
Johnson County
Androscoggin, SS
Lewiston, Maine
LEAWOOD, KANSAS

KEVIN ELLIS, MANAGER

July 25, 2018

Personally appeared the above named KEVIN ELLIS and acknowledged their foregoing to be their free act and deed.

Barbara Bartmann
Notary Public
Commission Expires: May 4, 2019



4. **LEASE/TENANT SECURITY DEPOSIT:** Seller agrees in writing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current lease on the property and any and all security deposits held by Seller pursuant to said lease.
7. **POSSESSION/OCCUPANCY:** Possession/occupancy of property shall be given to Purchaser on the Closing Date unless any to the lease and landlord document to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
8. **DATE OF LEASE:** Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall as existing be in substantially the same condition as of the Effective Date, everything reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate the Contract and be refunded the earnest money deposit, or close the transaction and accept the property in its then condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
9. **PROBATION:** The following items shall be governed as of the Closing Date:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel.
 - c. Mechanical utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
 - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of North Carolina.
 - e. Home, electrical security systems, gas waterline changes, electrical security property tax payments, and all other unattached systems provided by Seller pursuant to terms of the property.

Handwritten initials

10. **DUE DILIGENCE:** Purchaser is advised to seek information from professionals regarding any specific items of concern. Purchaser acknowledges receipt of property disclosure documents. Neither Seller nor the Real Estate Licensee identified herein makes any representation or warranty regarding the condition, condition, condition or value of Seller's real or personal property. Purchaser's obligation to due under the Contract is conditional upon Purchaser's satisfaction with the investigation of the property, which may include but is not limited to, environmental assessment, engineering studies, geotechnical or soil studies, zoning compliance or feasibility, and other compliance, all within 10 days of the Effective Date.

11. **REVIEW OF LEASES AND EASES AND EGRESS PROVISIONS:** Seller represents: (a) that there is a complete list of all leases covering the property under lease or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all leases under the Leases are in full compliance herewith and (d) that Seller is not in violation of its obligations under the Leases. Seller agrees to provide Purchaser within one (1) day of the Effective Date of this Contract complete copies of all Leases, including any amendments, and license and execute documents concerning the property. Purchaser shall have 10 days from the date Purchaser has been provided all Leases and license and execute documents to review same, and if for some reason is unsatisfied with the Leases, Purchaser may within the Contract time period and the earnest money shall be immediately refunded to Purchaser and thereafter within forty (40) days Seller shall be obligated to the Contract. Seller represents and warrants that license and execute documents provided to Purchaser will be true, accurate and complete in all material respects when given. Seller shall not reasonably attempt to obtain a second escrowed condition and a substitution, nor discharge and assignment agreement in favor of any person or entity to which Seller or Purchaser's liability for such Leases shall be 10 days from delivery of these documents. Purchaser shall also in a writing such form: 10 days from the date of actual receipt of fully-executed written lease assignment documents in which to terminate the Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the earnest money shall be immediately refunded to Purchaser and thereafter within forty (40) days Seller shall be obligated to the Contract. Between the Effective Date and the closing, Seller shall not modify, substitute, amend or in any way limit the Seller's obligations and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property. Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and complete immediate refund of the earnest money.

Page 2 of 5 Buyer's Initials: [Signature]

money and guarantee under party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its insurrection of the Contract prevents any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of its applicable rights under this Section 11 to maintain the Contract. At the closing, Seller shall deliver written notice to the Seller and assignee of the property of the transfer of the property, and of the transfer's security interests, to Purchaser. The transfer:

None

12. **FINANCING:** Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditional upon Purchaser's financing with Bank of America ("Bank") 48 days from the Effective Date of this Contract (the "Conditioning Date") to which Bank of America ("Bank") has a lender for a mortgage loan of not less than 200,000 % of the purchase price or an initial interest rate not to exceed 4.5 % per annum, secured over a period of not less than 30 years and otherwise on terms substantially comparable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Conditioning Date, then Borrower Agent shall immediately return the earnest money to Purchaser. The Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Contract shall not lapse, be reinstated under conditions prior to the Closing Date for any reason whatsoever, including but not limited to the foregoing, failing to register or to close the Purchase Price, or any other event that is not acceptable to Purchaser and Purchaser's lender, subject to support the Contract. In the event the Contract shall lapse, be reinstated under conditions by Purchaser's lender for any reason (other than as the request of Purchaser) in any time prior to the Closing Date, Purchaser shall notify Three (3) days of Purchaser's receipt of notice of lapse, reinstatement under additional early notice of date, and upon each reinstatement Purchaser may, at Purchaser's option, elect to reinstate this Contract and discharge the earnest money. Alternatively, Seller shall be required to Purchaser and within sixty (60) days from any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Contract has lapsed, reinstated under the conditions, then Purchaser shall be in default of the Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller immediately waiving this condition and undergoing or any part thereof.

13. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have been informed that Bank of America ("Bank") is acting as a lender in this transaction and also may have a lender relationship with either Purchaser or Seller. Bank of America ("Bank") is acting as a lender in this transaction and is representing Bank of America ("Bank") in acting as a lender in this transaction and is representing Bank of America ("Bank") in acting as a lender in this transaction.

280 South Ave Street
NYC

14. **DEFAULT:** If the rate of the property is contemplated hereunder is not consummated solely by means of Purchaser's actions hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate said purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (A) prepare any and all legal notices regarding the purchase or (B) terminate this Contract and rescind the earnest money as full and complete liquidated damages for the benefit of the Contract. It being agreed between the parties that the amount of damage to Seller in the event of such breach or default to consummate under given and the earnest money is a reasonable estimate and measure of such amount of damage. The parties acknowledge that the payment of the earnest money to not intended to a forfeiture or penalty, but is intended to function as liquidated damages to Seller. In the event or any other event which may constitute a breach of this Contract, the earnest money shall be returned to the party entitled to it under this Contract, with written notice to both parties pursuant to Notice That Breach Contingencies regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within sixty (60) days, the Borrower Agent may elect to file an action to interpret and enforce the earnest money in the event to either side. Any agent, or otherwise advance the earnest money payment to Seller. Seller shall remain obligated to consummate the purchase, including but not limited to, and including Seller Agent for all taxes, liens, expenses, and damages, including reasonable attorney's fees, incurred by the Borrower Agent if Seller is unable to consummate with any dispute relating to the Contract under the earnest money.

15. **ARBITRATION:** Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to arbitration in accordance to conditions to maintain with the Public Real Estate Board. Mediation Rules of the Public Association of Designated Real Estate Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. **POWER ATTORNEY:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be deemed to be binding on the part of the Buyer.

Page 3 of 5
Buyer's Initial: [Signature]
Seller's Initial: [Signature]

17. **WARRANTY/WARRANT:** This Contract shall extend to and be a warranty upon both, general representations, covenants, and covenants of Seller and covenants of Buyer.

18. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including white copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.

19. **OPERATIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser and when that has been communicated to all parties to this system. This is of the essence of this Contract. Seller or Licensee are given jurisdiction by the parties to designate the Effective Date that, unless with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that date is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth in the contrary to this Contract, the use of the term "Buyer" in this Contract, including all exhibits made a part hereof, shall mean contractor Buyer. Paragraphs in this Contract, including all exhibits, expressed as "Article X" or the like shall be separated from the Effective Date, unless another meaning than is expressly set forth, beginning with the first day after the Effective Date, or such other established meaning date, and ending at 1200 pm, Eastern Time, on the last day thereof.

20. **CONFIDENTIALITY:** Buyer and Seller acknowledge the disclosure of the information herein to the said estate licensee, attorney, banker, appraiser, inspector, investment and other involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller understand the buyer under closing upon providing the closing statement to deliver a copy of the closing statement to the parties and their business partner, it and after the closing.

21. A copy of this Contract is to be received by all parties and, by agreement, receipt of a copy is hereby acknowledged. If not fully acknowledged, receipt is advisory.

22. Seller acknowledges that the laws of the State of Michigan provide that every layer of real property located in Michigan must include a withholding tax equal to 2.102 % of the consideration unless Seller, Seller's Broker or Purchaser is a contractor. By the Seller selling under penalty of perjury, this Seller is a resident of the State of Michigan or the transfer is otherwise exempt from withholding.

23. **ADDENDUM:** This Contract has attached consisting additional terms and conditions. Yes ___ No ___

24. **OTHER PROVISIONS:**
Buyer needs time for a reviewing approval from the City of Livonia
Reviewing to be completed 9/19/19

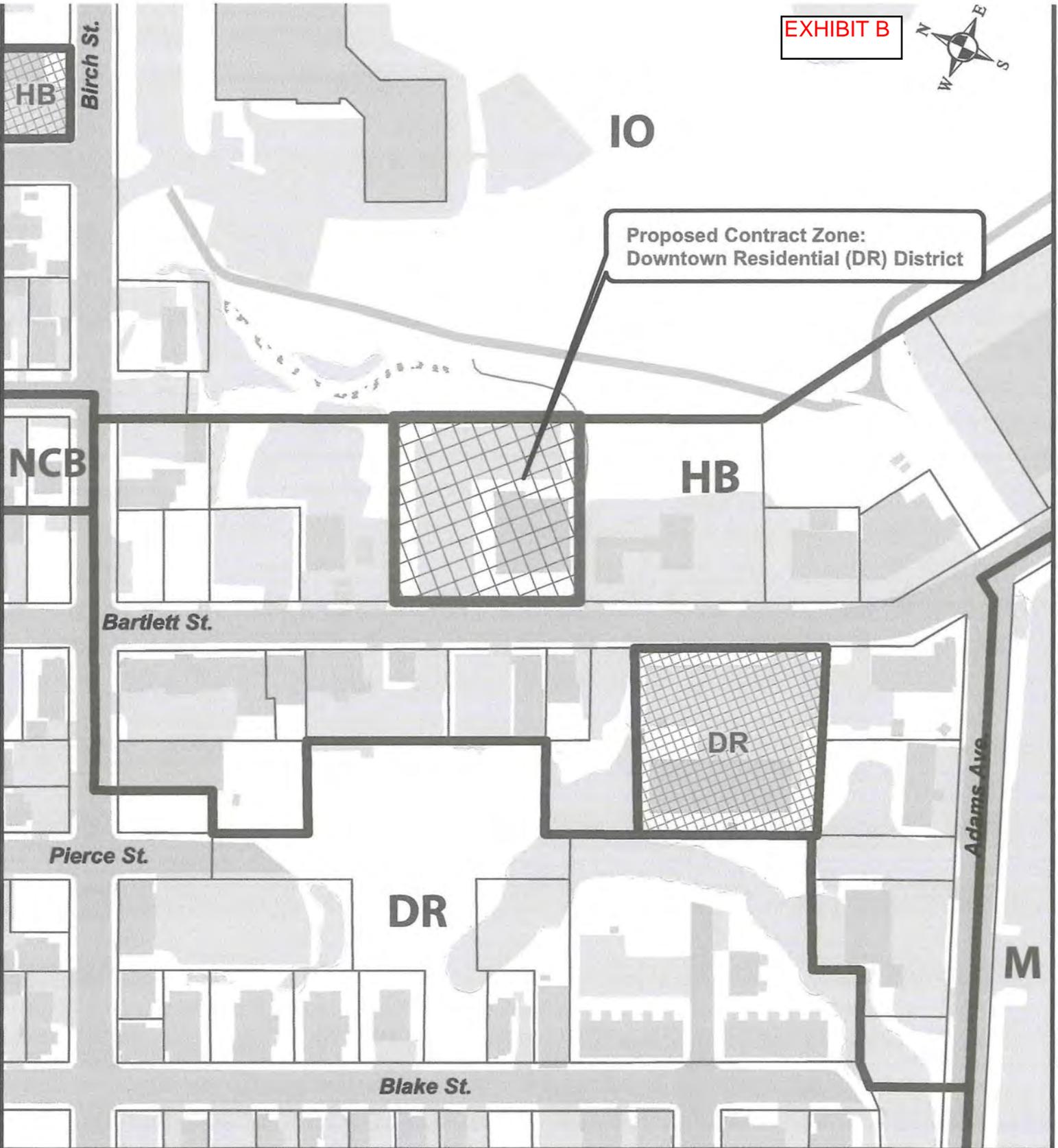
This parties agree that none of the above are additional agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties hereto shall not survive closing.

Advanced Mortgage Solutions
Legal Name of Purchaser _____ Tax ID # _____
Address: _____
City, State, Zip _____
By: [Signature] Name/Titel, business card attached _____
Phone: _____

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensee the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of _____
to the extent the amount money is disbursed by Purchaser, it shall be evenly divided between
(1) Licensee and (2) Seller; provided, however, that the Licensee's portion shall not exceed the full amount of the commission specified.

Signed this 28th day of January, 2019
190 S. Balfour Street, LLC
Address: _____
Legal Name of Seller _____ Tax ID # _____

Page 4 of 5 Buyer's Initials _____ Seller's Initials _____
Print name as appears on title: _____



Proposed Contract Zone: Downtown Residential (DR) District
230 Bartlett Street

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

Pursuant to Appendix A, Article XVII, Section 5, Amendments, of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to amend the Land Use Table in Article XI to permit "dormitories" as a permitted use in the Highway Business (HB) zoning district and amend Article II, Definitions, to add the following definition for "dormitories": "A residence hall providing sleeping rooms, bathrooms, study and recreation rooms and common kitchen for individuals or for groups affiliated with an educational institution or a sports organization by contract or otherwise owned and operated by a sponsoring institution with a full-time live-in resident supervisor assistant to provide support services and oversight of occupants".

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		CLAUDE LANDRY	332 WEBBER AVE. LEW.	7-23-18
2		Gloria Landry	332 Webber Ave Lew.	7-23-18
3		HENRY LEBLANC	23 Spofford St Lew	1-23-18
4		RAY VOISINE	685 College ST	1-23-18
5		JOYCE VOISINE	685 College st	1-23-18
6		RAY RIVARD	55 DILL ST	1-23-18
7		Roland Girardin	36 Chadbourne rd	1-23-18
8		RAYMOND FERRANT	310 Lisbon Rd,	7/23/18
9		Ronald GRAVEL	3 GUYA ST	7/23/18
10		MAURICE	108 Campus	7/23/18
11		GARY LABREQUE	22 Byron Ave Lewiston	7/23/18
12		ROBERT R. COUTURE	9 MEADER ST LEWISTON	7/23/18
13		DENNIS GRASSE	36 Chestnut	7/23/18
14				
15				

16			
17			
18			
19			
20			

CIRCULATOR=S VERIFICATION

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

Ronald LeBlanc
Signature

Ronald LeBlanc
Printed Name of Circulator

7-23-18
Date

REGISTRAR=S CERTIFICATION

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

Total Valid: 11

Total Invalid: 2

[Signature]
Signature of Registrar/Deputy Registrar

Date: 8-1-18

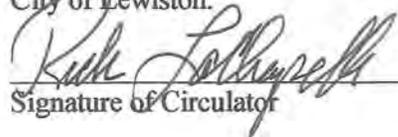
PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

Pursuant to Appendix A, Article XVII, Section 5, Amendments of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to contract zone the property at 230 Bartlett Street from the Highway Business (HB) district to the Downtown Residential (DR) district to permit lodging houses and multi-family dwellings as described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Jennifer seger	209 pine	7/10
2		Robert Dunlop	209 Pine	7/10
3		Molly Waterman	103 Pierce St	7/10
4		Vincent Lyr	16 Howe St	7/12
5		Nick Vinciguerra	48 Maple	7/10
6		HASSAN WOLZA	84 Bartlett St	7-10
7		MICHAEL HENSLER	50 Birch St	7/10
8		Albert Langlois	54 Rosedale St	7-11
9		Scott Henson	52 Howe	7/11
10		Christine Oliver	50 Birch Street	7-11
11		Jared Hayward	51 Howe St	7-11
12		Barry Carter	281 130th St	7-11
13		Richard C. Powell	28 EATON	7-12
14		Kelley Parkson	22 Horton St	7-12
15		Steven J Bechard	6 FRYE ST	7-12
16		Jennifer Cote	130 Blake St	7/12
17		Merton Pich	25 Pine St	7/12
18		Marie Creamer	87.5 Bartlett St	7/12/18
19		David Gallo	108 Pierce	7/13/18
20		Paul Leclair	60 Autumn Lane	7/13/18

CIRCULATOR'S VERIFICATION

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


Signature of Circulator

Rick LaChapelle
Printed Name of Circulator

7-13-18
Date

REGISTRAR'S CERTIFICATION

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

Total Valid: 14

Total Invalid: 4


Signature of Registrar/Deputy Registrar

Date: 8-1-18

Land Use Table Comparison	Highway Business (HB)	Downtown Residential (DR)	Proposed DR Contract Zone
USES(15)(33)			
Accessory use or structure	P	P	P
Commercial Service			
Veterinary facilities excluding kennels and humane societies	P		
Veterinary facilities including kennels and humane societies			
Small day care facilities	P	P	
Day care centers	P	P	
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks			
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	P	P(9)	
Restaurants	P(26)	P(1)	
Drinking places	C		
Adult business establishments			
Hotels, motels, inns	P	C	
Movie theaters except drive-in theaters	P	P	

Land Use Table Comparison	Highway Business (HB)	Downtown Residential (DR)	Proposed DR Contract Zone
Places of indoor assembly, amusement or culture	P		
Art and crafts studios	P	P	
Personal Services	P	P	
Retail stores	P	P	
Neighborhood retail stores			
Lumber and building materials dealer	P		
Gasoline service stations	P		
Gasoline service stations which are a part of and subordinate to a retail use	P		
New and used car dealers	P		
Recreational vehicle, mobile home dealers	P		
Equipment dealers and equipment repair	C		
Automotive services including repair	P		
Registered dispensary(27)	C		
Registered primary caregivers engaged in the cultivations of medical marijuana	P		
Tattoo Establishments	C		
Industrial			
Light industrial uses	P(9)		
Industrial uses			
Building and construction contractors	P(6)		
Fuel oil dealers and related facilities			

Land Use Table Comparison	Highway Business (HB)	Downtown Residential (DR)	Proposed DR Contract Zone
Wholesale sales, warehousing and distribution facilities and self-storage facilities	P		
Self storage facilities			
Commercial solid waste disposal facilities			
Junkyards and auto graveyards			
Recycling and reprocessing facilities			
Private industrial/commercial developments(23)	P		
Transportation			
Airports or heliports			
Commercial parking facilities	P	C(3)	
Transit and ground transportation facilities		C	
Transportation facilities	P		
Public and Utility			
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P	P	
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C	C	
Municipal buildings and facilities	P	P	

Land Use Table Comparison	Highway Business (HB)	Downtown Residential (DR)	Proposed DR Contract Zone
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways			
Dams			
Institutional			
Religious facilities	P	P	
Cemeteries			
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	P	P	
Hospitals, medical clinics,	P	C	
Museums, libraries, and non-profit art galleries and theaters		P	
Academic institutions, including buildings or structures for classroom, administrative, laboratory, dormitories, art, theater, dining services, library, bookstores, athletic facilities and student recreational uses, together with buildings accessory to the foregoing permitted principal buildings or structures,	P	P	
Civic and social organizations			

Land Use Table Comparison	Highway Business (HB)	Downtown Residential (DR)	Proposed DR Contract Zone
Public community meeting and civic function buildings including auditoriums		P	
Residential			
Single-family detached dwellings on individual residential lots		P(11)	
Mobile homes on individual residential lots			
Two-family dwellings	P(14)	P(11)	
Multifamily dwellings in accordance with the standards of Article XIII		P(11)	P(11)
Single-Family attached dwelling in accordance with the standards of Article XIII		P(11)	
Mixed single-family residential developments in accordance with the standards of Article XIII			
Mixed residential developments in accordance with the standards of Article XIII			
Mixed use structures	P	P(11)	P
Lodging houses		P(11)	P(11)
Home occupations		P	
Bed and breakfast establishments as a home occupation	P	P	

Land Use Table Comparison	Highway Business (HB)	Downtown Residential (DR)	Proposed DR Contract Zone
In-law apartments in accordance with the standards of Article XII		P	
Single family cluster development			
Family day care home	P	P	
Shelters		C	
Dormitories	P		
Natural Resource			
Agriculture			
Farm Stands			
Forest management and timber harvesting activities in accordance with the standards of Article XIII	P		
Earth material removal			
Community gardens(20)	P	P	
Water dependent uses, e.g. docks and marinas			
non-residential structures for educational, scientific or nature			
Recreation			
Campgrounds			
Public or private facilities for nonintensive outdoor recreation		C	
Commercial outdoor recreation and drive-in theaters	C		

Land Use Table Comparison	Highway Business (HB)	Downtown Residential (DR)	Proposed DR Contract Zone
Fitness and recreational sports centers as listed under NAICS Code 713940	P		

Space and Bulk Table Comparison			
	Highway Business HB ⁽¹⁸⁾	Downtown Residential (DR) ⁽²⁾	Proposed DR contract zone
Minimum lot size with public sewer			
Single family detached (24)			
Single family attached			
Two-family dwellings			
Single family cluster development			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
Agriculture			
Religious facilities			
Veterinary facilities			
Other uses			
All permitted uses	None	5,000 sf	5,000 sf
Minimum lot size without public sewer (3)			
Single family detached, mobile homes on individual lots (24)			
Single family attached			
Two-family dwellings			
Single family cluster development (1)			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
Agriculture			
Religious facilities			
Veterinary facilities			

	Highway Business HB ⁽¹⁸⁾	Downtown Residential (DR) ⁽²⁾	Proposed DR contract zone
Other uses	20,000 sf		
Minimum net lot area per d.u. with public sewer			
Single family detached			
Single family attached			
Two-family dwellings			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures	3,000 sf		
All permitted residential uses		1,250 sf	1,250 sf
Minimum net lot area per d.u. without public sewer			
Single family detached, mobile homes on individual lots			
Single family attached			
Two-family dwellings			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures	3,000 sf		
All permitted residential uses			
Minimum frontage			
Single family detached, mobile homes			
Single family attached			
Two-family dwellings			
Single family cluster development (with multiple vehicular accesses)			

	Highway Business HB ⁽¹⁸⁾	Downtown Residential (DR) ⁽²⁾	Proposed DR contract zone
Mixed single family residential development (with multiple vehicular accesses)			
Mixed residential development (with multiple vehicular accesses) (14)			
Multifamily dwellings (with multiple vehicular accesses)			
Mixed use structures			
Agriculture			
Religious facilities			
Veterinary facilities			
Other uses			
All permitted uses	150 ft	50 ft	50 ft
Minimum front setback			
Single family detached, mobile homes on individual lots		None	None
Single family attached		None	None
Two-family dwellings		None	None
Single family cluster development			
Mixed single family residential development (14)			
Mixed residential development (14)		None	None
Multifamily dwellings			
Mixed use structures			
Agriculture		None	None
Religious facilities			
Veterinary facilities		None	None
Other uses			
All permitted uses	20ft	None (22)	None (22)
Minimum front yard			

	Highway Business HB ⁽¹⁸⁾	Downtown Residential (DR) ⁽²⁾	Proposed DR contract zone
Single family detached, mobile homes on individual lots			
Single family attached			
Two-family dwellings			
Single family cluster development			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
Religious facilities			
Veterinary facilities			
Other uses			
All permitted uses	15 ft	None (22)	None (22)
Minimum side and rear setback			
Single family detached, mobile homes on individual lots			
Single family attached			
Two-family dwellings			
Single family cluster development			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Religious facilities			
Mixed use structures			
Veterinary facilities			
Farm structures for keeping of animals			
Other uses			
All permitted uses	20 ft (15)	10 ft	10 ft
Minimum side and rear yard			

	Highway Business HB ⁽¹⁸⁾	Downtown Residential (DR) ⁽²⁾	Proposed DR contract zone
Single family detached, mobile homes on individual lots			
Single family attached			
Two-family dwellings			
Single family cluster development			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
Religious facilities			
Veterinary facilities			
Farm structures for keeping of animals			
Other uses			
All permitted uses	10 ft	10 ft (required on one side)	10 ft (required on one side)
Maximum height			
Agriculture			
Other permitted uses	65 ft	60 ft	60 ft
Hospital, nursing homes and medical offices			
Ratios			
Maximum lot coverage	0.5		
Maximum impervious coverage	0.75	0.75	0.75

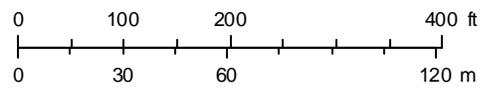
Bartlett Street Zoning



August 10, 2018

1:2,160

- LewistonGIS.DBO.LEW_parcel_poly_sub_layeredwithdata_w
-  Zoning - Conditional
-  Zoning - Mobile Home Overlay
-  Zoning Districts
-  Groundwater conservation overlay district
-  No Name Pond Lake Conservation Overlay District
-  Shoreland Zoning



Lewiston, Maine
 Lewiston Maine
 City of Lewiston, Maine, Maine GeoLibrary, Woolpert Inc.



CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Planning Board

FROM: Douglas M. Greene, AICP, RLA, City Planner

DATE: August 13, 2018

RE: Shayne's Inspiration Playground (147 Birch Street) Agenda Item IV. b

Lewiston Public works, seeking to redevelop Marcotte Park playground with a universally accessible playground.

Lewiston Public Works has submitted a complete development review application for Shayne's Inspiration, a universally accessible playground that will replace the existing Marcotte Park playground. The project started back in 2011, and with the effort of the City of Lewiston and several community groups, a "Together We Play" grant application was prepared and selected as a regional winner.

Shayne's Inspiration will be located at Marcotte Park, a city owned triangular shaped area, surrounded by Caron Street and Birch Street. The park site is just over an acre in size, with the redevelopment area being less than half an acre. There is little impervious surface at the existing playground and the new accessible playground will create 11,460 sf of new impervious surface and create wheelchair friendly paths throughout the accessible playground equipment. Parking for the existing and proposed playground is provided by on-street parking. Sidewalks lead to the site making it very walkable from the surrounding neighborhoods.

The property is zoned Institutional Office (IO). Marcotte Park is part of the 110 acre Franklin Pasture, which includes Lewiston High School and Longley Elementary School. This redevelopment of Marcotte Park is being considered an amendment to the "school" (or public facility in the Land Use Chart of the Zoning Ordinance), which is a conditional use and requires the project to meet the criteria of a Conditional Use (Article X, Section 3) and Development Review (Article XIII, Section 4). The project also triggers an amendment to Maine DEP Site Law given the previous Site Law history and overall size of Franklin Pasture.

Staff Review:

- No comments were received from the Police or Fire Departments.
- Article X, Conditional Uses, Section 3, Standards for Conditional Use Permit- The application, site plan and narrative adequately addresses and meets the Conditional Use approval criteria of: Utilization of the Site, Traffic Movement, Access into the Site, Internal Vehicular Circulation (N/A) and Pedestrian Circulation. Lewiston Public Works

has developed a Stormwater Management Plan that meets State Standards for Chapter 500 and Site Law.

- Article XIII, Development Review and Standards, Section 4, Approval Criteria- The application narrative adequately addresses and meets the Development Review criteria for: Utilization of the Site, Traffic Movement, Access into the Site, Internal Vehicular Circulation (N/A), Pedestrian Circulation, Stormwater Management, Erosion Control, Water Supply, Sewerage Disposal, Utilities, Natural Features, Groundwater Protection, Exterior Lighting, Waste Disposal, Lot Layout (N/A) Landscaping, Shoreland Relationship (N/A), Open Space (N/A), Technical and Financial Capacity, Buffering (N/A), Compliance with District Regulations and Design Consistent with Performance Standards.

City staff has no additional comments at this time. Staff recommends **APPROVAL** of the proposed project, with the following conditions.

- Documentation of a final inspection of the stormwater system be provided to the city by the designing engineer along with a written statement indicating that the stormwater system and all site improvements have been completed in accordance with the approved plans prior to the issuance of a certificate of occupancy.

ACTION NECESSARY

Staff recommends the Planning Board make a motion:

“I move to approve the application for a Conditional Use and Development Review for Shayne’s Inspiration as submitted by the Lewiston Department of Public Works to construct a new universally accessible playground at Marcotte Park, 147 Birch Street with the finding:

- 1. The application meets, but is not limited to, the standards and requirements of Article X (Conditional Use), Section 3 (Criteria of Approval) and Article XIII (Development Review and Standards), Section 4 (Approval Criteria) of the Lewiston Zoning and Land Use Code.***

This approval is subject to the following conditions.

- 1. Documentation of a final inspection of the stormwater system be provided to the city by the designing engineer along with a written statement indicating that the stormwater system and all site improvements have been completed in accordance with the approved plans prior to the issuance of a certificate of occupancy.”***

City of **LEWISTON** *Maine*



Marcotte Park Playground

Lewiston, Maine

City of Lewiston Planning Board
Development Review Application

August 13, 2018

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
103 ADAMS AVENUE
LEWISTON, MAINE 04243**

Tel. 207 513-3003

Fax 207 784-5647



PUBLIC WORKS DEPARTMENT

David A. Jones, P.E., Director

DATE: August 9, 2018
TO: Douglas Greene, City Planner
FROM: Richard Burnham, City Engineer
SUBJECT: Marcotte Park Playground, aka Shane's Inspiration Playground

Enclosed is an application for Planning Board approval of a redevelopment of the playground at Marcotte Park on behalf of the City of Lewiston Public Works Department.

To respond to growing demands for recreation programs and activities, this project helps to provide a variety of seasonal programs and encourages family and group activities. Shane's Inspiration Playground Project is a universally accessible playground system planned to be installed in Marcotte Park at the location of the existing playground between Caron St and Jefferson St. The project was started in 2011, when the City was awarded a \$60,000 grant with \$50,000 directed toward design, development and education, and \$10,000 towards purchasing playground equipment. In 2018, the City received an additional \$30,000 grant from Disney toward the purchase of additional playground equipment.

The existing playground will be replaced with new playground equipment, a concrete walkway, and rubberized playing surfaces. It is intended to be accessible to children with all types of disability.

The Marcotte Park project at 145 Birch St is located on the larger 102 acre Franklin Pasture parcel, so an amendment to the existing MDEP Site Location of Development Act permit for the new school and athletic fields was required. That amendment has been approved by Maine DEP and some references to that application are contained in this Planning Board application for the stormwater section. The application contains figures for both the entire Franklin Pasture site and the playground construction itself.

Marcotte Park Playground

- 1. Development Review Applications**
- 2. Development Review Checklist**
- 3. Article X Section 3**
- 4. Article XIII Section 4**
- 5. Deeds**
- 6. Marcotte Park Plans**
- 7. SLDA Application**

PROJECT DATA

The following information is required where applicable, in order to complete the application

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	(TOTAL) (Marcotte only)	1,460,651 (520) sq. ft.
Proposed Total Paved Area		442,539 (11,316) sq. ft.
Proposed Total Impervious Area		1,395,405 (11,460) sq. ft.
Proposed Impervious Net Change		-65,539 (+10,940) sq. ft.
Impervious surface ratio existing		30.48 % of lot area
Impervious surface ratio proposed		29.12 % of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	316,283 (144) sq. ft.
Proposed Building Footprint	289,650 (144) sq. ft.
Proposed Building Footprint Net change	-26,633 (0) sq. ft.
Existing Total Building Floor Area	471,758 sq. ft.
Proposed Total Building Floor Area	445,125 sq. ft.
Proposed Building Floor Area Net Change	-26,633 sq. ft.
New Building	Yes (no) (yes or no)
Building Area/Lot coverage existing	9.8 % of lot area
Building Area/Lot coverage proposed	9.3 % of lot area

ZONING

Existing Institutional Office

Proposed, if applicable N/A

LAND USE

Existing School/Recreation

Proposed School/Recreation

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units N/A

Proposed Number of Residential Units N/A

Subdivision, Proposed Number of Lots N/A

PARKING SPACES

Existing Number of Parking Spaces 862 (0)

Proposed Number of Parking Spaces 41 (0) Street parking only

Required Number of Parking Spaces N/A

Number of Handicapped Parking Spaces 10 (1 on street)

ESTIMATED COST OF PROJECT

\$1,133,700 (\$421,500)

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area 1,460,651 (520) sq. ft.

Proposed Disturbed Area 139,392 (20,156) sq. ft.

Proposed Impervious Area 1,395,405 (11,460) sq. ft.

1. *If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.*
2. *If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.*
3. *If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.*
4. *If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.*

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing _____ passenger car equivalents (PCE)
(Since July 1, 1997)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) _____ passenger car equivalents (PCE)
If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the IO zoning district.
2. Parcel Area: 110 acres / 4,791,600 square feet(sf).

Regulations	<u>Required/Allowed</u>	<u>Provided</u>
Min Lot Area	<u>10,000 s.f.</u>	<u>/ 4,791,600 s.f.</u>
Street Frontage	<u>100 ft</u>	<u>/ Unchanged</u>
Min Front Yard	<u>10 ft</u>	<u>/ Unchanged</u>
Min Rear Yard	<u>20 ft</u>	<u>/ Unchanged</u>
Min Side Yard	<u>20 ft</u>	<u>/ Unchanged</u>
Max. Building Height	<u>75 ft</u>	<u>/25 ft</u>
Use Designation	<u>School/Recreation</u>	<u>/ School/Recreation</u>
Parking Requirement	<u>1 space/ per</u>	<u>square feet of floor area</u>
Total Parking:	<u>N/A</u>	<u>/903</u>
Overlay zoning districts (if any):	<u>None</u>	<u>/</u>
Urban impaired stream watershed?	<u>YES/NO If yes, watershed name</u>	<u>No</u>

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submission shall include payment of fee and fifteen (15) complete packets containing the following materials:

1. Full size plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

Refer to the application checklist for a detailed list of submittal requirements.

L/A's development review process and requirements have been made similar for convenience and to encourage development. Each City's ordinances are available online at their prospective websites:

Auburn: www.auburnmaine.org under City Departments/ Planning and Permitting/Land Use Division/Zoning Ordinance

Lewiston: <http://www.ci.lewiston.me.us/clerk/ordinances.htm> Refer to Appendix A of the Code of Ordinances

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant:

Richard C. Bunker

Date:

8.9.18



Development Review Checklist

City of Auburn Planning and Permitting Department
City of Lewiston Department of Planning and Code Enforcement



THE FOLLOWING INFORMATION IS REQUIRED WHERE APPLICABLE TO BE SUBMITTED FOR AN APPLICATION TO BE COMPLETE

PROJECT NAME: Marcotte Park Playground

PROPOSED DEVELOPMENT ADDRESS and PARCEL #: 145 Birch St

Required Information		Check Submitted		Applicable Ordinance	
		Applicant	Staff	Lewiston	Auburn
Site Plan					
	Owner's Names/Address	Yes			
	Names of Development	Yes			
	Professionally Prepared Plan	Yes			
	Tax Map or Street/Parcel Number	Yes			
	Zoning of Property	IO			
	Distance to Property Lines	Yes			
	Boundaries of Abutting land	Yes			
	Show Setbacks, Yards and Buffers	Yes			
	Airport Area of Influence (Auburn only)	N/A			
	Parking Space Calcs	N/A			
	Drive Openings/Locations	Yes			
	Subdivision Restrictions				
	Proposed Use	Yes			
	PB/BOA/Other Restrictions				
	Fire Department Review	Yes			
	Open Space/Lot Coverage				
	Lot Layout (Lewiston only)				
	Existing Building (s)	Yes			
	Existing Streets, etc.	Yes			
	Existing Driveways, etc.	Yes			
	Proposed Building(s)	Yes			
	Proposed Driveways	Yes			
Landscape Plan					
	Greenspace Requirements	N/A			
	Setbacks to Parking	Yes			
	Buffer Requirements	Yes			
	Street Tree Requirements	Yes			
	Screened Dumpsters	N/A			
	Additional Design Guidelines	Yes			

	Planting Schedule	Yes			
Stormwater & Erosion Control Plan					
	Compliance w/ chapter 500	Yes			
	Show Existing Surface Drainage	Yes			
	Direction of Flow	Yes			
	Location of Catch Basins, etc.	Yes			
	Drainage Calculations	Yes			
	Erosion Control Measures	Yes			
	Maine Construction General Permit	Yes			
	Bonding and Inspection Fees	Yes			
	Post-Construction Stormwater Plan	Yes			
	Inspection/monitoring requirements	Yes			
	Third Party Inspections (Lewiston only)	Yes			
Lighting Plan					
	Full cut-off fixtures	No			
	Meets Parking Lot Requirements	Yes			
Traffic Information					
	Access Management	Yes			
	Signage	Yes			
	PCE - Trips in Peak Hour	No			
	Vehicular Movements	Yes			
	Safety Concerns	Yes			
	Pedestrian Circulation	Yes			
	Police Traffic	Yes			
	Engineering Traffic	Yes			
Utility Plan					
	Water	Yes			
	Adequacy of Water Supply	Yes			
		N/A			
	Water main extension agreement				
	Sewer	Yes			
	Available city capacity	Yes			
	Electric	N/A			
	Natural Gas	N/A			
	Cable/Phone	N/A			
Natural Resources					
	Shoreland Zone	N/A			
	Flood Plain	Yes			
	Wetlands or Streams	Yes			
	Urban Impaired Stream	N/A			
	Phosphorus Check	N/A			
	Aquifer/Groundwater Protection	N/A			
	Applicable State Permits	Yes			
	No Name Pond Watershed (Lewiston only)	N/A			

	Lake Auburn Watershed (Auburn only)	N/A			
	Taylor Pond Watershed (Auburn only)	N/A			
Right Title or Interest					
	Verify	Yes			
	Document Existing Easements, Covenants, etc.	Yes			
Technical & Financial Capacity					
	Cost Est./Financial Capacity	Yes			
	Performance Guarantee	Yes			
State Subdivision Law					
	Verify/Check	N/A			
	Covenants/Deed Restrictions	N/A			
	Offers of Conveyance to City	N/A			
	Association Documents	N/A			
	Location of Proposed Streets & Sidewalks	N/A			
	Proposed Lot Lines, etc.	N/A			
	Data to Determine Lots, etc.	N/A			
	Subdivision Lots/Blocks	N/A			
	Specified Dedication of Land	N/A			
Additional Subdivision Standards					
	Single-Family Cluster (Lewiston only)	N/A			
	Multi-Unit Residential Development (Lewiston only)	N/A			
	Mobile Home Parks	N/A			
	Private Commercial or Industrial Subdivisions (Lewiston only)	N/A			
	PUD (Auburn only)	N/A			
A jpeg or pdf of the proposed site plan		Yes			
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving		Yes			

Marcotte Park Playground
Franklin Pasture, Lewiston
City of Lewiston Planning Board
Development Review Application
August 13, 2018

(1) Adverse Impact on Surrounding Properties

- a. The proposed playground is scaled to be compatible with the surrounding neighborhood and athletic fields.
- b. The amount of traffic generated by the proposed facility is not anticipated increase significantly from the existing land use.
- c. No additional noise, dust, odor, vibration, smoke or litter is anticipated as part of this project.
- d. The project will not impact groundwater to the surrounding properties.

(2) Vehicular and Pedestrian Access

- a. The amount of traffic generated by the proposed facility is not anticipated increase significantly from the existing land use.
- b. All access to the site will be constructed per the Policy for Design and Construction of Streets and Sidewalks.
- c. The site has been designed to allow for safe pedestrian circulation throughout the lot.

(3) Ability to Serve

- a. The capacity of the water and sewer system adjacent to the facility is adequate to support this facility.
- b. The capacity of the stormdrain system adjacent to the facility is adequate to support this facility.
- c. The ability of the fire department to provide necessary protection for the site will be unchanged from the existing condition.

(4) Soils

The existing soils are adequate to support the proposed facility. The site has been graded to prevent erosion during construction and after construction from adversely impacting the adjacent land uses.

(5) Scale

The proposed facility will be similar in scale to the existing facility and will not adversely impact the adjacent land uses.

Marcotte Park Playground
Franklin Pasture, Lewiston
City of Lewiston Planning Board
Development Review Application
August 13, 2018

a. Utilization of the Site

The existing playground will be updated with new playground equipment, a concrete walkway, and rubberized playing surfaces. The City of Lewiston has received an approved Site Location of Development Act (SLDA) minor amendment from the Maine Department of Environmental Protection (MDEP) for this project.

The Marcotte Park parcel is part of the larger 102 acre Franklin Pasture property owned by the City of Lewiston. The site is included on the Lewiston Assessors Map 175 Lot 1. The redevelopment area is located between Jefferson Street and Caron Street adjacent to the intersection of the two streets. The proposed redevelopment area is approximately 0.46 acres. The site is currently developed as a playground and has a 144 square foot utility building.

Abutting land uses include:

- North – Residential
- East – School
- South – School
- West – Commercial

Topography in the area of the proposed construction varies from steep areas of 33% to flatter areas of 2%.

b. Traffic Movement into and out of Development Area

The proposed playground is replacing an existing city playground of similar size and is not forecast to generate a significant number of additional vehicle trips to the area. Access to the site will remain as it is today with on street parking including available on the adjacent streets, with one handicap space available on Caron Street.

c. Access into the Site

No vehicular access to the site is proposed as part of this project. The new playground will be accessed via two walkways on Caron Street a low volume low speed residential street with adequate width for motorists, pedestrians, and parking.

d. Internal Vehicular Circulation

Not Applicable.

e. Pedestrian Circulation

ADA compliant walkways exist throughout the proposed playground.

f. Stormwater Management

The two projects are an amendment to the previously approved stormwater report for the elementary and high school athletic fields. As an amendment to a Site Location of Development project, the proposed projects will be required to meet the Basic, General, and Flooding Standards of Chapter 500. The project is not required to meet the urban impaired stream standard.

The Basic Standard is presented in Section 14 of the Site Location of Development permit amendment application. The General Standard and Flooding Standard are presented as follows.

Marcotte Park Playground

Since the site is currently developed with a playground/park, the new construction will be analyzed as a redevelopment project. Chapter 500 uses a pollutant ranking to determine the required treatment for a redevelopment project. The required treatment has been calculated based upon the pollutant ranking system presented in Section 4.C.d.1 of Chapter 500. The proposed Marcotte Park playground will result in 20,156 square feet of disturbed area and 11,460 square feet of impervious area. The rubberized play surface has been modelled as an impervious surface.

The site was included in the watershed analysis for the previously permitted elementary and high school athletic fields. As part of the previous permit application, the site was not proposed for redevelopment. The existing site was included in the pollutant loading calculation and treatment calculations for the school athletic field project. The school athletic field project resulted in treatment of 84.6% of the project's impervious area and 76.6% of the project's developed area which exceeded the required treatment of 60% of the project's developed area. In order to evaluate the impact to the permitted stormwater calculations resulting from redevelopment of the Marcotte Park site, the following items are noted.

- The Marcotte Park site was designated as subcatchment 12 in the Section 12 Stormwater report submitted by Harriman Associates for the athletic field permit application.
- The existing conditions pollutant calculation submitted by Harriman Associates remains the same for the Marcotte Park redevelopment.

- The original proposed condition pollutant calculation approved by MDEP was analyzed to account for the proposed Marcotte Park redevelopment.
- From Table 3 of Chapter 500 Section 4.C.2.d the Percentage of Developed Area that must be treated is 60%, therefore the approved redevelopment was required to meet a 60% treatment threshold.

The required treatment percentage remains at 60% with the addition of the proposed Marcotte Park redevelopment. The original subcatchment 12 was not proposed to have stormwater quality treatment in the approved stormwater analysis. The proposed Marcotte Park redevelopment is not proposed to have stormwater quality treatment. To determine the impact to the overall treatment percentage of the approved stormwater management plan, the elementary school and high school athletic field project's water quality analysis was revised to include the Marcotte Park development. The stormwater quality summary as approved for the elementary school and high school athletic fields is presented below.

The only drainage proposed is a French drain along the west edge of the playground with a series of parallel 4-inch underdrains under the playground draining into the French drain. The French drain will then run into a 6-inch pipe connected to an existing catch basin on Jefferson St.

See Section 14 of the Site Location of Development Act application for the complete stormwater management plan.

g. Erosion Control

Erosion and sedimentation control measures are shown on the following Sheets:

- Sheet C102 – Grading, Drainage, and Erosion Control Plan
- Sheet C401 – Details
- Sheet C 402 – Erosion Control Notes

h. Water Supply

The site is currently serviced by a two inch water service which will remain as part of this project.

i. Sewage Disposal

Not applicable.

j. Utilities

No electrical or communication lines will be installed as part of this project.

k. Natural Features

The natural features of the parcel will be maintained to the greatest extent practicable. The grading will be minimized by the addition of a retaining wall on the northerly side of the parcel.

l. Groundwater Protection

Not Applicable.

m. Water and Pollution

Not Applicable.

n. Exterior Lighting

Exterior lighting is not proposed as part of this project.

o. Waste Disposal

Trash collection for this park will be similar to other parks throughout the City.

p. Lot Layout

Not Applicable.

q. Landscaping

Mature street trees exist on both Caron Street and Jefferson Street, no additional street trees are proposed as part of this project.

r. Shoreland Relationship

Not applicable.

s. Open Space

Not applicable.

t. Technical and Financial Capacity

The City of Lewiston has assembled a project team with experience in planning, designing, permitting, and oversight of the construction of projects at the same scale and complexity as these proposed projects.

The City of Lewiston has adequate resources to fund the two projects as demonstrated by the City of Lewiston Comprehensive Annual Financial Report.

See Sections 3 and 4 of the Site Law of Development Act application for the additional information pertaining to Financial and Technical Ability.

u. Buffering

Not applicable.

v. Compliance with District Regulations

The proposed improvements have been designed to be in compliance with the district regulations as outlined in Article XI.

w. Design Consistent with Performance Standards

The proposed improvements have been designed to be in compliance with the City's applicable performance standards as outlined in Article XII.

KNOW ALL MEN BY THESE PRESENTS, that we, GEORGE A. HESS of Auburn and C. MARTIN BERMAN of Lewiston, both Androscoggin County, State of Maine, duly appointed and acting personal representatives of the ESTATE OF ROSARIO L. PAQUETTE, deceased, as shown by the probate records of the County of Androscoggin, Maine, Docket Number 89-163, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code and every other power, for consideration paid grant to the CITY OF LEWISTON, a municipal corporation, the real property in Lewiston, Androscoggin County, State of Maine described as follows:

A certain lot or parcel of land in said Lewiston, bounded and described as follows to wit: Commencing at a point in the northerly line of Bartlett Street six hundred fifty (650) feet northwesterly from the northwesterly line of Androscoggin Avenue, extended in a northerly direction; thence in a northwesterly direction by the said north easterly line of Bartlett Street fifty (50) feet; thence at right angles in a northeasterly direction one hundred (100) feet; thence at right angles in a southeasterly direction fifty (50) feet; thence at right angles in a southwesterly direction one hundred (100) feet to the point of beginning.

Subject to the restriction that no building erected upon the above described lot shall be placed nearer the line of Bartlett Street than fifteen (15) feet. Also subject to the restriction that no dwelling house which may be erected thereon shall be for the occupancy of not more than two (2) families and not more than one (1) such dwelling house shall be erected upon the above described lot.

BEING the same premises conveyed in a deed from the Franklin Company to Rosario Paquette dated February 13, 1951 and recorded in the Androscoggin County Registry of Deeds in Book 342, Page 244.

TO HAVE AND TO HOLD the above granted premises unto the said City of Lewiston, its successors and assigns forever.

AND, We the said George A. Hess and C. Martin Berman, in our capacity do hereby covenant to and with the said City of Lewiston that we are the lawful personal representatives of the Estate of Rosario L. Paquette and that in making this conveyance we have, in all respects, acted in pursuance of the authority granted to us by the said Probate Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 7th day of January, 1990.

WITNESS:

Hilda M. Townsend
CMB

Cynthia R. Holbrook
CMB

ROSARIO L. PAQUETTE ESTATE

George A. Hess
George A. Hess, Pers. Rep.

C. Martin Berman
C. Martin Berman, Pers. Rep.

STATE OF MAINE
ANDROSCOGGIN, SS.

January 7, 1990

Personally appeared the above-named C. Martin Berman and acknowledged the foregoing to be his free act and deed in his said capacity.

Before me,

Hilda M. Townsend
Notary Public/Attorney at Law

Printed or typed name of official: Hilda M. Townsend

Know all Men by these Presents,

That the Franklin Company, a Corporation duly established by law in the State of Maine, in consideration of One Dollar paid by the City of Lewiston, a Municipal Corporation in the County of Androscoggin in the State of Maine...

the receipt whereof is hereby acknowledged, do hereby grant, convey, remise, release, and forever quit-claim unto the said City of Lewiston its successors heirs and assigns.

A certain lot or parcel of land lying and being in said City of Lewiston bounded and described as follows to wit: Commencing at a granite monument in the Northwestly line of Sylvan Avenue, as laid out and accepted by the Municipal Officers of said Lewiston extended in a Southwestly direction, Seven Hundred ninety-five (795) feet Southwestly from the Southwestly line of Webster Street: Thence in a Southwestly direction, by the said Northwestly line of Sylvan Avenue extended in a Southwestly direction, One Thousand and Seventy-eight and twenty-seven hundredths (1078.27) feet to a granite monument in the Easterly line of Howard Street, as laid out and accepted by the Municipal Officers of said Lewiston, extended in a Southly direction: Thence in a Northly direction by the said Easterly line of Howard Street extended in a Southly direction Seven Hundred Fifteen and nine tenths (715.9) feet to a granite monument in the Southerly line of Birch Street, as laid out and accepted by the Municipal Officers of said Lewiston, extended in an Easterly direction: Thence in an Easterly direction by the said Southerly line of Birch Street, extended in an Easterly direction, Three Hundred nineteen and six tenths (319.6) feet to a granite monument located at a point Four Hundred Fifty (450) feet Northwestly from and measured at right angles to the said Northwestly line of Sylvan Avenue extended in a Southwestly direction: Thence in a Northwesterly direction parallel with the said South easterly line of Sylvan Avenue, extended in a Southwestly direction, Two Hundred Ten and nine tenths (210.9) feet to a granite monument in the Easterly line of Jefferson Street, as laid out and accepted by the Municipal Officers of said Lewiston, extended in a South- etly direction: Thence in a Northly direction by the said Easterly line of Jefferson Street extended in a Southerly direction Four Hundred Thirty-eight and five tenths (438.5) feet to a granite monument Three Hundred and Eighty-five hundredths feet (300.85) feet from the Southerly line of Walnut Street: Thence in a Southeastly direction, parallel with the said Southwestly line of Webster Street Eight Hundred Twenty-Six and twenty-eight hundredths (826.28) feet to the point of beginning. Subject to the restriction that for a period of twenty years from the date hereof the said premises shall be used only for school purposes and uses incident thereto and recreational purposes.

with all the privileges and appurtenances thereto belonging. Do here and to hold the above released premises to the said City of Lewiston its successors heirs and assigns, to its use and behoof forever. And the said Corporation do covenant with the said City of Lewiston its Successors heirs and assigns, that the premises are free from all incumbrances, made or suffered by said Corporation; and that the said Corporation shall warrant and defend the same to the said City of Lewiston its successors heirs and assigns forever, against the lawful claims and demands of all persons, claiming by, through, or under said Corporation, but against none other.

In Witness Whereof, the said Franklin Company has caused its corporate seal to be affixed to these presents, and the same to be signed by Charles Stetson its Treasurer thereunto duly authorized,

this fifth day of February in the year of our Lord one thousand nine hundred and twenty- fourty-seven.

Signed, Sealed and Delivered in presence of FRANKLIN COMPANY (CORP. SEAL) Charles M. Jordan Charles Stetson Treasurer

Countersigned Raynor M. Gardner President

COMMONWEALTH OF MASSACHUSETTS.

Suffolk ss. Boston On the fifth day of February in the year of our Lord one thousand nine hundred and twenty-fourty-seven personally appeared before me the above-named Charles Stetson Treasurer of the Franklin Company, and acknowledged the foregoing instrument to be the free act and deed of said Corporation.

Charles M. Jordan (SEAL) Commissioner of Maine

Received March 11, 1947 at 3 o'clock, 10 M. P. M. and recorded from the original.

DEP Site Location Application Lewiston Recreation Complex at Franklin Pasture

Know all Men by these Presents,

THAT the FRANKLIN COMPANY, a Corporation duly established by law in the State of Maine, in consideration of One dollar and other valuable consideration

This being a gift no documentary stamps are necessary.

paid by

THE INHABITANTS OF THE CITY OF LEWISTON a municipal corporation in Androscoggin County and State of Maine

the receipt whereof is hereby acknowledged, does hereby grant, convey, remise, release, and forever quit-claim unto the said Inhabitants of the City of Lewiston, its successors

heirs and assigns.

A certain lot or parcel of land in Lewiston, County of Androscoggin and State of Maine and bounded and described as follows: Commencing at a point on the extension of the northwesterly line of Sylvan Avenue where it would intersect the southwesterly line of Caron Street, said streets being located as laid out and accepted by municipal officers of the City of Lewiston, said point also being the most easterly corner of a lot of land conveyed by this grantor to the Inhabitants of the City of Lewiston by Deed #1843, dated Feb. 5, 1947 and recorded in the Androscoggin County Registry of Deeds, Book 342, Page 198; thence in a southwesterly direction along the southeasterly line of said land conveyed to the Inhabitants of the City of Lewiston one thousand seventy-eight and twenty-seven hundredths feet (1,078.27) to a granite monument in the easterly line of Howard Street as laid out and accepted by the municipal officers of said Lewiston, extended in a southerly direction; thence in a southeasterly direction on a course at right angles to the last described course and on land of the grantor herein four hundred (400) feet to a stone monument; thence in a northeasterly direction along a line at right angles to the last described course one thousand two hundred twenty-eight and twenty-seven hundredths (1,228.27) feet to a stone monument, said monument being located one hundred (100) feet southwesterly as measured normal to the southwesterly line of Germaine Street as laid out and accepted by the municipal officers of said Lewiston extended southeasterly; thence in a northwesterly direction along a line parallel to the said southwesterly line of Germaine Street extended southeasterly about three hundred fifty (350) feet to a point on the southeasterly line of Sylvan Avenue; thence in a southwesterly direction along said southeasterly line of Sylvan Avenue one hundred fifty (150) feet to the intersection of said southeasterly line of Sylvan Avenue and the southwesterly line of Caron Street; thence in a northwesterly direction along the southwesterly line of Caron Street fifty (50) feet to the point of beginning. Containing about eleven (11) acres. Subject, however, to easement for a sewer as conveyed by this grantor to this grantee by deed #1764, dated June 10, 1936.

The within premises are conveyed subject to the express restriction that the grantee shall develop and perpetually hold the within premises only for educational, recreational, or cultural purposes for the benefit of the residents of the grantee and the residents of the municipalities in the surrounding area of the grantee. This conveyance is made on the express condition subsequent that the grantee shall expend for improvements of the within premises not less than the sum of \$200,000.00 within five years from the date of this conveyance to effectuate the intended purposes of this gift and in furtherance of this condition the grantee shall within three months from the end of said five year period file with the grantor its successors or assigns a written accounting for all such expenditures and the purpose for which such expenditures were made. Upon the failure of the grantee to comply with this condition, the title to the within premises together with all buildings, improvements, and any other additions to the premises shall revert to the grantor and the grantor shall have an immediate right of re-entry for possession of the within premises.

The grantee assumes and agrees to pay the 1967 real estate taxes with all the privileges and appurtenances thereto belonging.

KNOW ALL MEN BY THESE PRESENTS,

THAT the FRANKLIN COMPANY, a Corporation duly established by law in the State of Maine, in consideration of One Dollar and other valuable consideration paid by the CITY OF LEWISTON, a municipal corporation in the County of Androscoggin and State of Maine, the receipt whereof is hereby acknowledged, does hereby grant, convey, remise, release and forever quit-claim unto the said CITY OF LEWISTON its successors and assigns, a certain lot or parcel of land situated in said Lewiston, bounded and described as follows, to wit:

BEGINNING at the intersection of the northwesterly line of East Avenue with the northeasterly line of Bartlett Street; thence running northwesterly along the northeasterly line of Bartlett Street one thousand (1,000) feet to the southerly corner of a parcel of land conveyed by this grantor to Jean Poulin et al by deed no. 2045; thence northeasterly along the southeasterly line of said Poulin one hundred (100) feet to the easterly corner of said Poulin; thence northwesterly along the northeasterly line of said Poulin one hundred (100) feet to the northerly corner of said Poulin; thence southwesterly along the northwesterly line of Poulin one hundred (100) feet to the westerly corner of Poulin and the northeasterly line of Bartlett Street; thence northwesterly along the northeasterly line of Bartlett Street five hundred (500) feet to the southerly corner of land conveyed to Rosario Paquette by deed no. 1896 dated February 13, 1951; thence northeasterly along the southeasterly line of said Paquette one hundred (100) feet to the easterly corner of said Paquette; thence northwesterly along the northeasterly line of said Paquette fifty (50) feet to the northerly corner of said Paquette; thence southwesterly on the northwesterly line of said Paquette one hundred (100) feet to the westerly corner of said Paquette and the northeasterly line of Bartlett Street; thence northwesterly on the northeasterly line of Bartlett Street two hundred fifty (250) feet, more or less, to the southerly corner of land conveyed by this grantor to Lincoln Construction Inc. by deed no. 2059 dated August 26, 1964; thence northeasterly along the southeasterly line of said company two hundred fifty (250) feet to the easterly corner of said company; thence northwesterly along the northeasterly line of said deed no. 2059 and the northeasterly line of deed no. 1993 dated February 29, 1960 and deed no. 1986 dated March 12, 1959 both also conveyed by this grantor to said company four hundred fifty (450) feet to the northerly corner of the parcel described in said deed no. 1986; thence southwesterly along the northwesterly line of said construction company two hundred fifty (250) feet to the westerly corner of said deed no. 1986 and the northeasterly line of Bartlett Street; thence northwesterly along the northeasterly line of Bartlett Street fifty (50) feet to the southerly corner of land conveyed by this grantor to Robert Mailhot by deed no. 1989 dated August 7, 1959; thence northeasterly by the southeasterly line of said Mailhot line one hundred (100) feet to the easterly corner thereof; thence northwesterly along the northwesterly line of said Mailhot land eighty-eight and ninety-three

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P. 545

hundredths (88.93) feet to the southerly line of land conveyed by this grantor to Rene J. Lecompte by deed no. 2028 dated October 10, 1962; thence running easterly along the southerly line of said Lecompte eight and eight tenths (8.8) feet to the southeasterly corner of said Lecompte; thence running northerly along the easterly line of said Lecompte land fifty (50) feet to the northeast corner thereof and continuing in the same course fifty (50) feet to the southeasterly corner of land conveyed by this grantor to Mar-Vac Photo Service by deed no. 2047 dated August 28, 1963, and the southwesterly corner of land conveyed by this grantor to said Mar-Vac by deed no. 3025 dated September 12, 1969; thence running easterly on the southerly line of said Mar-Vac one hundred (100) feet to the southeasterly corner of said Mar-Vac; thence running northerly on the easterly line of said Mar-Vac one hundred fifty (150) feet to the southeasterly corner of land conveyed by this grantor to Screen Printing Co. by deed no. 3017, dated November 14, 1968; thence running northerly on the easterly line of said Company fifty (50) feet to the northeasterly corner of said Company; thence continuing in the same northerly course to the southeasterly corner of land conveyed by this grantor to said St. Laurent by deed no. 3005 dated December 18, 1967; thence running northerly along the easterly line of said St. Laurent fifty (50) feet to the northeasterly corner of said St. Laurent and the southeasterly corner of land conveyed by this grantor to Noel Ouellette et al by deed no. 2099, dated October 2, 1967; thence northerly along the easterly line of said Ouellette land two hundred (200) feet to the northeasterly corner thereof and the southeasterly corner of land conveyed by this grantor to Elijah McKenney by deed no. 1319 dated June 19, 1911; thence continuing northerly along the easterly line of said McKenney land fifty (50) feet to the northeasterly corner thereof and the southeasterly corner of land conveyed by this grantor to said McKenney by deed no. 1162 dated May 6, 1903; thence northerly along the easterly line of said McKenney's land to the northeasterly corner thereof and the southerly line of Birch Street; thence running in an easterly direction along the southerly line of Birch Street fifty (50) feet to the northwesterly corner of land conveyed by this grantor to Louis Gabel et al by deed no. 1255 dated June 28, 1909; thence running southerly along the westerly line of said Gabel one hundred (100) feet to the southwesterly corner of Gabel's land; thence running easterly along the southerly line of said Gabel's land one hundred (100) feet to the southeasterly corner of Gabel's land; thence running northerly along the easterly line of said Gabel's land one hundred (100) feet to the southerly line of Birch Street; thence running easterly along the southerly line of Birch Street six hundred fifty (650) feet to the northwesterly corner of land conveyed by this grantor to the City of Lewiston by deed no. 1843 dated February 5, 1947; thence running southerly along the westerly line of said City of Lewiston's land seven hundred fifteen (715) feet, more or less, to the southwesterly corner of the parcel described in said deed no. 1843 and the northwesterly corner of land conveyed by this grantor to the City of Lewiston by deed no. 2085 dated March 16, 1967; thence running in a southeasterly direction along the southwesterly line of the City of Lewiston four hundred (400) feet to the southerly corner of said parcel conveyed in said deed no. 2085; thence running in a northeasterly direction along the southeasterly line of the land of said City of Lewiston twelve hundred twenty-eight (1228) feet, more or less, to the easterly corner of said City of Lewiston; thence running in a northwesterly

direction along the northeasterly line of land of the said City of Lewiston three hundred fifty (350) feet, more or less, to the southeasterly line of Sylvan Avenue; thence running northeasterly along the southeasterly line of Sylvan Avenue one hundred fifty (150) feet to the westerly corner of land conveyed by this grantor to Regina Marcotte et al by deed no. 2057 dated January 22, 1964; thence running in a southeasterly direction along the southwesterly line of said Marcotte one hundred (100) feet to the southerly corner of said Marcotte; thence running in a northeasterly direction along the southeasterly line of Marcotte one hundred (100) feet to the easterly corner of said Marcotte and the southerly corner of land conveyed by this grantor to Louis Collet et al by deed no. 2032 dated November 27, 1962; thence continuing northeasterly along the southeasterly line of said Collet to the easterly corner of said Collet; thence running northwesterly along the northeasterly line of said Collet one hundred (100) feet to the southeasterly line of Sylvan Avenue; thence running in a northeasterly direction along the southeasterly line of Sylvan Avenue fifty (50) feet to the westerly corner of land conveyed by this grantor to George B. O'Connell by deed no. 1842 dated February 5, 1947; thence running in a southeasterly direction along the southwesterly line of said O'Connell one hundred fifty (150) feet to the southerly corner of said O'Connell; thence running in a northeasterly direction along the southeasterly line of said O'Connell one hundred seventeen and one-half (117 1/2) feet to the easterly corner of O'Connell and the westerly corner of land conveyed by this grantor to Alma Goyette by deed no. 1660 dated November 4, 1964; thence running in a southeasterly direction along the southwesterly line of said Goyette fifty (50) feet to the southerly corner thereof and the westerly corner of land conveyed by this grantor to Francis Dube by deed no. 1622 dated June 12, 1923; thence continuing in a southeasterly direction along the southwesterly line of Dube fifty (50) feet to the southerly corner of said Dube; thence running northeasterly on the line of said Dube one hundred twenty-seven and five tenths (127.5) feet to the southwesterly line of Webster Street; thence running southeasterly on the southwesterly line of Webster Street one hundred fifty (150) feet to the northerly corner of land conveyed by this grantor to Henri Nolin by deed no. 1638 dated November 20, 1923; thence running southwesterly on the line of said Nolin one hundred twenty-seven and five tenths (127.5) feet to the westerly corner of said Nolin; thence running in a southeasterly direction along the southwesterly line of said Nolin fifty (50) feet to the southerly corner thereof and the westerly corner of land conveyed by this grantor to Henri Nolin by deed no. 1748, dated December 9, 1924; thence continuing in a southeasterly direction along the southwesterly line of said Nolin fifty (50) feet to the northwesterly line of land conveyed by this grantor to the Tri-Enterprise Corp. by deed no. 2013, dated December 11, 1961; thence running southwesterly along the northwesterly line of said Tri-Enterprise to the westerly corner of said Tri-Enterprise; thence running southeasterly along the southwesterly line of Tri-Enterprise one hundred fifty-four and seventy-seven hundredths (154.77) feet to the northwesterly line of East Avenue; thence running southwesterly along the northwesterly line of East Avenue fifty (50) feet; thence running northwesterly along the southwesterly side of proposed Barron Avenue one hundred twenty-five (125) feet; thence running at right angles southwesterly two hundred (200) feet; thence running southeasterly one hundred forty-two and fifty-two hundredths (142.52) feet to the northwesterly line of a parcel of land conveyed by this grantor to the City of Lewiston by deed no. 3003 dated November 17, 1967 (being a strip of land conveyed for the purpose of widening East Avenue); thence southwesterly along the northwesterly line of said parcel

ROBERT CASAVANT PARCEL

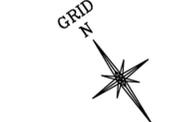
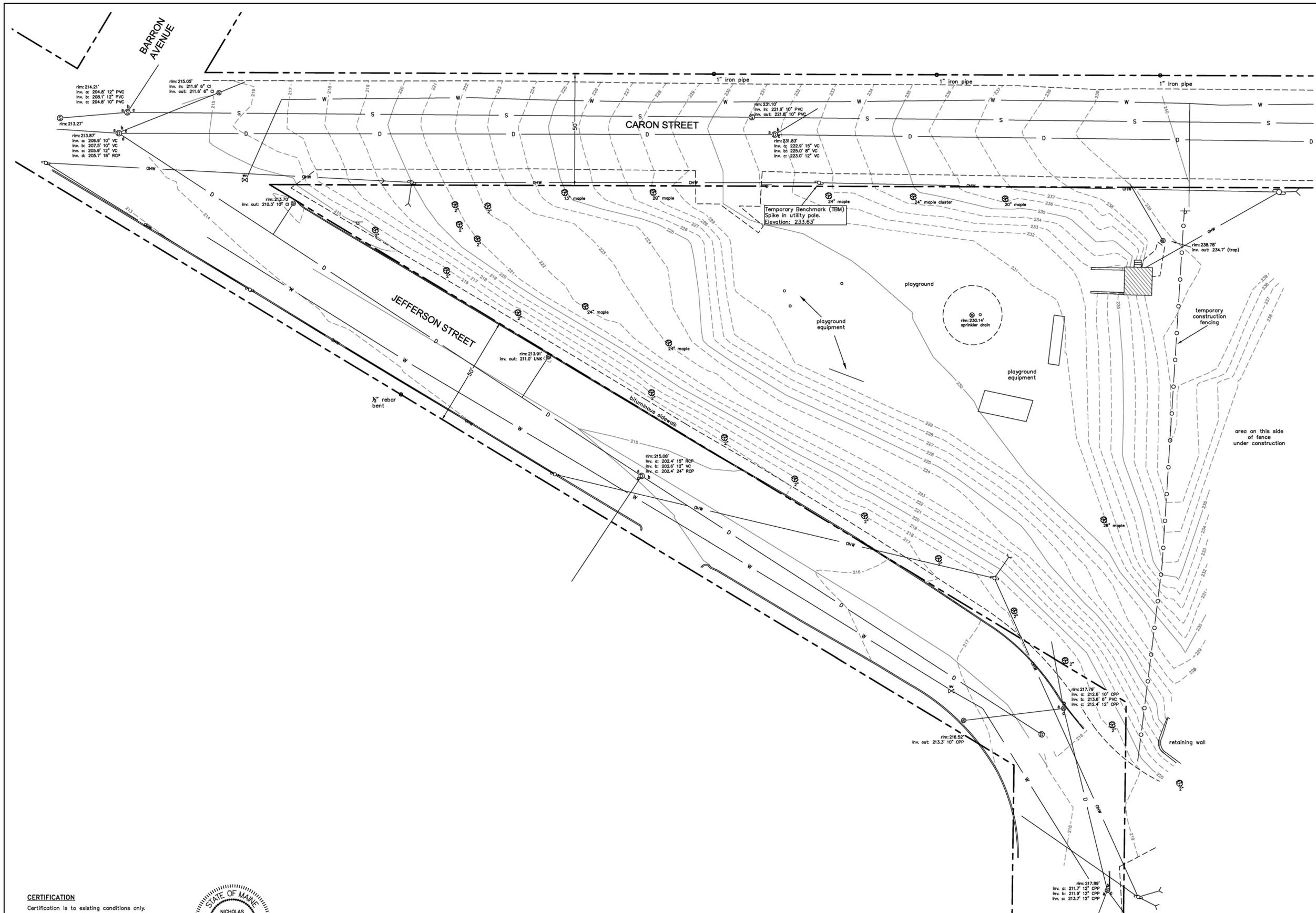
by this grantor to the Trustees of the Knights of Columbus Home Trust by deed no. 2024 as corrected by deed no. 2027 dated September 14, 1962; thence running northwesterly by the northeasterly line of said Trusts' land in said deed no. 2027 two hundred and fifty (250) feet to the northwesterly corner of said Trusts' land; thence southwesterly by the northwesterly line of said Trusts' land one hundred fifty (150) feet to the southwesterly corner of said Trusts' land and the northwesterly corner of land conveyed to said Trust by deed no. 2073 dated February 16, 1966; thence southwesterly by the northwesterly line of said Trusts' land described in deed no. 2073 one hundred (100) feet to the southwesterly corner of said Trusts' land and the northwesterly corner of land conveyed by this grantor to the Young Women's Christian Association by deed no. 3004 dated December 19, 1967; thence running along the northwesterly line of said Association three hundred fifty and one-half (350 1/2) feet to the northwesterly corner of land conveyed by this grantor to said Association by deed no. 3021 dated January 2, 1969 and continuing southwesterly along the northwesterly line of said last mentioned deed one hundred forty-nine (149) feet to the westerly corner of said Association; thence running in a southeasterly direction along the line of said Association two hundred forty (240) feet to the northwesterly line of East Avenue; thence running southwesterly by the northwesterly line of East Avenue sixteen hundred seventy-seven (1677) feet, more or less, to the point of beginning.

The premises are subject to sewer easements conveyed by this grantor to the City of Lewiston by deeds no. 1764, 1766 and 1957.

The premises are subject to such rights as may exist for the use of proposed Horton Street Extension bounded on the west by the east lines of deeds number 1162 and 1319 and on the east by the west line of deed no. 1255 and to proposed Barron Avenue bounded on the west by the east line of deed no. 2032 and on the east by the west line of deed no. 1842 and proposed Barron Avenue bounded on the east by the west line of deed no. 2013 and on the west by a line parallel and fifty (50) feet distant from the west line of parcel in deed no. 2013, and other rights of way of record.

with all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD, the above released premises to the said City of Lewiston, its successors and assigns to its use and behoof forever. And the said Corporation does covenant with the said City of Lewiston its successors and assigns, that the premises are free from all incumbrances made or suffered by said Corporation; and that the said Corporation shall warrant and defend the same to the said City of Lewiston, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under said Corporation, but against none other.



LEGEND

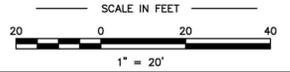
○	Iron marker - found
---	Right of way line
- - - -	Chain link fence
---	Edge of pavement
---	Curb
+	Sign
U	Utility pole
G	Guy wire
W	Water valve
⊙	Sewer manhole
⊙	Drain manhole
⊙	Catch basin
⊙	Overhead utility line
S	Sewer line
D	Storm drain
W	Underground water line
---	Contours (1ft)
---	Contours (5ft)
⊙	Deciduous tree
▭	Existing building

NOTES

- 1) North is referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.
- 2) Elevations are based on GPS observations, NAVD88 datum. Benchmark is a spike set in a utility pole located on the southwesterly side of Caron Street. Elevation: 233.63'.
- 3) Utility information on this plan is approximate, based on location of visible features and information contained on plans and drawings provided by others. DigSafe and/or the appropriate utilities should be contacted prior to any construction.

PLAN REFERENCES

- 1) Plan of Existing Conditions made for Lewiston Public Schools by Titcomb Associates dated December 4, 2015.
- 2) City of Lewiston street descriptions on file at Lewiston Public Works.



PLAN OF
Existing Conditions

Marcotte Park Lewiston, Maine

MADE FOR
Gorrill-Palmer

707 Sable Oaks Drive, Suite 30 South Portland, Maine

JOB #217100 DATE: November 1, 2017 SCALE: 1" = 20'

BOOK #907

217100.dwg



CERTIFICATION
Certification is to existing conditions only.

Nicholas S. Elliston

Nicholas S. Elliston, P.L.S. #2518



1.3.5 Erosion Control Measures and Site Stabilization

The primary emphasis of the erosion/sedimentation control plan, which will be implemented for this project, is as follows:

- Development of a careful construction sequence.
• Rapid revegetation of denuded areas to minimize the period of soil exposure.
• Rapid stabilization of drainage paths to avoid rill and gully erosion.
• The use of on-site measures to capture sediment (hay bales/ stone check dams/silt fence, etc.)

The following temporary and permanent erosion and sediment control devices will be implemented as part of the site development. These devices shall be installed as indicated on the plans or as described within this report. For further reference, see the latest edition of the Maine Erosion and Sediment Control Practices Field Guide for Contractors.

A. Dewatering

Water from construction trench dewatering shall pass first through a filter bag or secondary containment structure (e.g. hay bale lined pool) prior to discharge. The discharge site shall be selected to avoid flooding, icing, and sediment discharges to a protected resource. In no case shall the filter bag or containment structure be located within 50 feet of a protected natural resource.

B. Inspection and Monitoring

Maintenance measures shall be applied as needed during the entire construction season. After each rainfall, snow storm or period of thawing and runoff, the site contractor shall perform a visual inspection of all installed erosion control measures and perform repairs as needed to insure their continuous function. Following the temporary and/or final seeding and mulching, the contractor shall in the spring inspect and repair any damages and/or unstabilized spots. Established vegetative cover means a minimum of 90% of areas vegetated with vigorous growth.

The following standards must be met during construction.

(a) Inspection and corrective action. Inspect disturbed and impervious areas, erosion control measures, materials storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. Inspect these areas at least once a week as well as before and within 24 hours after a storm event (rainfall), and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct the inspections.

(b) Maintenance. If best management practices (BMPs) need to be repaired, the repair work should be initiated upon discovery of the problem but no later than the end of the next workday. If additional BMPs or significant repair of BMPs are necessary, implementation must be completed within 7 calendar days and prior to any storm event (rainfall). All measures must be maintained in effective operating condition until areas are permanently stabilized.

(c) Documentation. Keep a log (report) summarizing the inspections and any corrective action taken. The log must include the name(s) and qualifications of the person making the inspections, the details of the inspections and major observations about the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicles access points to the parcel. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and location(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.

The log must be made accessible to Department staff and a copy must be provided upon request. The permittee shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

C. Temporary Erosion Control Measures

The following measures are planned as temporary erosion/sedimentation control measures during construction:

- 1. Crushed stone-stabilized construction entrance shall be placed at the construction access along Caron Street.
2. Siltation fence or wood waste compost berms shall be installed downstream of any disturbed areas to trap runoff-borne sediments until grass areas are revegetated.
3. Straw or hay mulch including hydroseeding is intended to provide cover for denuded or seeded areas until revegetation is established.
4. Temporary stockpiles of stumps, grubblings, or common excavation will be protected as follows:
a) Temporary stockpiles shall be located within 100 feet of any wetlands which will not be disturbed and shall be located away from drainage swales.
b) Stockpiles shall be stabilized within 7 days by either temporarily seeding the stockpile by a hydroseed method containing an emulsified mulch tackifier or by covering the stockpile with mulch, such as hay, straw, or erosion control mix.
c) Stockpiles shall be surrounded by sedimentation barrier at the time of formation.
5. All denuded areas that are within 100 feet of an undisturbed wetland, which have been rough graded and are not located within a building pad, parking area, or access drive subbase area, shall receive mulch or erosion control mesh fabric within 48 hours of initial disturbance of soil.
6. For work, which is conducted between October 15th and April 15th of any calendar year, all denuded areas, shall be covered with hay mulch or erosion control mix, applied at twice the normal application rate and anchored with a fabric netting.
7. Caron Street shall be swept to control mud and dust as necessary. Additional stone shall be added to the stabilized construction entrance to minimize the tracking of material off the site and onto the surrounding roadways.
8. During grubbing operations stone check dams shall be installed at any evident concentrated flow discharge points and as directed on the Erosion Control Plans.
9. Silt fencing with a minimum stake spacing of 6 feet shall be used, unless the fence is supported by wire fence reinforcement of minimum 14 gauge and with a maximum mesh spacing of 6 inches, in which case stakes may be spaced a maximum of 10 feet apart.
10. Wood waste compost/bark berms may be used in lieu of siltation fencing.
11. Storm drain catch basin inlet protection shall be provided through the use of stone sediment barriers or approved sediment bags (such as Silt Sack).
12. Water and/or calcium chloride shall be furnished and applied in accordance with MDOT specifications - Section 637 - Dust Control.
13. Loam and seed is intended to serve, as the primary permanent revegetative measure for all denuded areas not provided with other erosion control measures, such as riprap. Application rates are provided in the seeding plan. Seeding shall not occur over snow.

D. Permanent Erosion Control Measures

The following permanent erosion control measures have been designed as part of the Erosion/Sedimentation Control Plan:

- 1. All areas disturbed during construction, but not subject to other restoration (paving, riprap, etc) will be loamed, limed, fertilized, mulched, and seeded.
2. All storm drain pipe outlets shall have riprap aprons at their outlet to protect the outlet and receiving channel from scour and deterioration.
3. Catch basins shall be provided with sediment sumps and inlet hoods (the Snout) for all outlet pipes that are 18" in diameter or less.

1.4 Implementation Schedule

The following construction sequence shall be required to insure the effectiveness of the erosion and sedimentation control measures are optimized:

It is anticipated that construction of the playground and related infrastructure will commence in Summer of 2018 and be completed by Winter of 2018.

Note: For all grading activities, the contractor shall exercise extreme caution not to overlope the site, this shall be accomplished by limiting the disturbed area.

- 1. Install stabilized construction entrance at the intersection of the construction access and Caron Street.
2. Install perimeter silt fence and/or wood waste berms prior to grubbing respective areas.
3. Clear and grub site. Install stone check dams at any evident concentrated flow discharge points.
4. Commence installation of drainage piping and drainage strip.
5. Commence earthwork and grading to subgrade.
6. Commence installation of water lines.
7. Commence installation of retaining wall.
8. Complete remaining earthwork operations.
9. Complete installation of catch basins and appurtenances.
10. Install sub-base and base gravel within walkways and playground area.
11. Install pavers at perimeter of rubberized playing surface.
12. Install base course paving for hillside slides.
13. Install concrete walkways.
14. Install poured-in-place playground surfacing.
15. Loam, lime, fertilize, seed and mulch disturbed areas and complete all landscaping.
16. Once the site is stabilized and a 90% catch of vegetation has been obtained, remove all temporary erosion control measures.
17. Touch up loam and seed.

Note: All denuded areas not subject to final paving, riprap, or gravel shall be revegetated.

Prior to construction of the project, the contractor shall submit to the owner a schedule for the completion of the work, which will satisfy the following criteria:

- 1. The above construction sequence should generally be completed in the specified order; however, several separate items may be constructed simultaneously.
2. The work shall be undertaken in sections which shall:
a) Limit the amount of exposed area to those areas in which work is expected to be undertaken during the proceeding 30 days.
b) Revegetate disturbed areas as rapidly as possible.
c) Incorporate planned inlets and drainage system as early as possible into the construction phase.

1.5 Erosion, Sedimentation and Stabilization Control Plan

The Erosion Control Plan is included in the plan set.

1.6 Details and Specifications

The Erosion Control details and specifications are included in the plan set.

1.7 Winter Stabilization Plan

The winter construction period is from November 1 through April 15. If the construction site is not stabilized with pavement, a road gravel base, 75% mature vegetation cover or riprap by November 15 then the site needs to be protected with over-winter stabilization.

Winter excavation and earthwork shall be completed such that any area left exposed can be controlled by the contractor. Limit the exposed area to those areas in which work is expected to be under taken during the proceeding 15 days and that can be mulched in one day prior to any snow event.

All areas shall be considered to be denuded until the subbase gravel is installed in roadway/parking areas or the areas of future loam and seed have been loamed, seeded and mulched. Hay and straw mulch rate shall be a minimum of 150 lbs./1,000 s.f. (3 tons/acre) and shall be properly anchored.

The contractor shall install any added measures which may be necessary to control erosion/sedimentation from the site dependent upon the actual site and weather conditions. Continuation of earthwork operations on additional areas shall not begin until the exposed soil surface on the area being worked has been stabilized, in order to minimize areas without erosion control protection.

- 1. Soil Stockpiles: Stockpiles of soil or subsoil shall be mulched for over winter protection with hay or straw at twice the normal rate or at 150 lbs/1,000 s.f.
2. Natural Resource Protection: Any areas within 100 feet from any natural resources, if not stabilized with a minimum of 75% mature vegetation catch, shall be mulched by December 1 and anchored with plastic netting.
3. Sediment Barriers: During frozen conditions, sediment barriers shall consist of woodwaste filter berms as frozen soil prevents the proper installation of hay bales and sediment silt fences.
4. Mulching: An area shall be considered denuded until areas of future loam and seed have been loamed, seeded and mulched.
5. Mulching on Slopes and Ditches: Slopes shall not be left exposed for any extended time of work suspension unless fully mulched and anchored with peg and netting.

Mulch netting shall be used to anchor mulch in all drainage ways with a slope greater than 3% for slopes exposed to direct winds and for all other slopes greater than 8%. Erosion control blankets shall be used in lieu of mulch in all drainage ways with slopes greater than 8%.

Between the dates of November 1 and April 15, all mulch shall be anchored by peg line, mulch netting, asphalt emulsion chemical, or wood cellulose fiber. When ground surface is not visible through the mulch then cover is sufficient.

Standard for the timely stabilization of ditches and channels -- The applicant shall construct and stabilize all stone-lined ditches and channels on the site by November 15. The applicant shall construct and stabilize all grass-lined ditches and channels on the site by September 1.

Standard for the timely stabilization of disturbed slopes -- By September 1 the applicant shall seed the disturbed slope with winter rye at a seeding rate of 3 pounds per 1,000 square feet and apply erosion control mats over the mulched slope.

Standard for the timely stabilization of disturbed slopes -- The applicant shall construct and stabilize stone-covered slopes by November 15. The applicant shall seed and mulch all slopes to be vegetated by September 1.

Standard for the timely stabilization of disturbed soils -- By September 1 the applicant shall seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1,000 square feet and apply erosion control mats over the mulched slope.

Standards for Timely Stabilization of Construction Sites During Winter.

Standard for the timely stabilization of ditches and channels -- The applicant shall construct and stabilize all stone-lined ditches and channels on the site by November 15. The applicant shall construct and stabilize all grass-lined ditches and channels on the site by September 1.

Standard for the timely stabilization of disturbed slopes -- The applicant shall construct and stabilize stone-covered slopes by November 15. The applicant shall seed and mulch all slopes to be vegetated by September 1.

Standard for the timely stabilization of disturbed soils -- By September 1 the applicant shall seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1,000 square feet and apply erosion control mats over the mulched slope.

Standard for the timely stabilization of disturbed slopes -- The applicant shall construct and stabilize stone-covered slopes by November 15. The applicant shall seed and mulch all slopes to be vegetated by September 1.

Standard for the timely stabilization of disturbed soils -- By September 1 the applicant shall seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1,000 square feet and apply erosion control mats over the mulched slope.

Standard for the timely stabilization of disturbed slopes -- The applicant shall stabilize the disturbed slope with properly installed sod by September 1. Proper installation includes the applicant pinning the sod onto the slope with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil.

Standard for the timely stabilization of disturbed slopes -- The applicant shall place a six-inch layer of woodwaste compost on the slope by November 15. Prior to placing the woodwaste compost, the applicant shall remove any snow accumulation on the disturbed slope.

Standard for the timely stabilization of disturbed soils -- By September 1 the applicant shall seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1,000 square feet, lightly mulch the seeded soil with hay or straw at 75 pounds per 1,000 square feet, and anchor the mulch with plastic netting.

Standard for the timely stabilization of disturbed soils -- By September 1 the applicant shall seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1,000 square feet, lightly mulch the seeded soil with hay or straw at 75 pounds per 1,000 square feet, and anchor the mulch with plastic netting.

Standard for the timely stabilization of disturbed soils -- By September 1 the applicant shall seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1,000 square feet, lightly mulch the seeded soil with hay or straw at 75 pounds per 1,000 square feet, and anchor the mulch with plastic netting.

Standard for the timely stabilization of disturbed soils -- By November 15 the applicant shall mulch the disturbed soil by spreading hay or straw at a rate of at least 150 pounds per 1,000 square feet on the area so that no soil is visible through the mulch.

Standard for the timely stabilization of disturbed soils -- By November 15 the applicant shall mulch the disturbed soil by spreading hay or straw at a rate of at least 150 pounds per 1,000 square feet on the area so that no soil is visible through the mulch.

1.8 Maintenance of facilities

The stormwater facilities will be maintained by the Applicant, The City of Lewiston or their assigned heirs. The contract documents will require the contractor to designate a person responsible for maintenance of the sedimentation control features during construction as required by the Erosion Control Report.

The responsible party may contract with such professionals, as may be necessary in order to comply with this provision and may rely on the advice of such professionals in carrying out its duty hereunder, provided, that the following operation and maintenance procedures are hereby established as a minimum for compliance with this section.

Inspection and Maintenance Frequency and Corrective Measures: The following areas, facilities, and measures will be inspected and the identified deficiencies will be corrected. Clean-out must include the removal and legal disposal of any accumulated sediments and debris.

Catch Basins: Inspect catch basins 2 times per year (preferably in Spring and Fall) to ensure that the catch basins are working in their intended fashion and that they are free of debris. Clean structures when sediment depths reach 12" from invert of outlet.

Vegetated Areas: Inspect slopes and embankments early in the growing season to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flow to on-site areas able to withstand the concentrated flows.

Ditches, Swales and other Open Stormwater Channels: Inspect 2 times per year (preferably in Spring and Fall) to ensure they are working in their intended fashion and that they are free of sediment and debris. Remove any obstructions to flow, including accumulated sediments and debris and vegetated growth.

Drainage Strip: Inspect drainage strip 2 times per year (preferably in Spring and Fall) to ensure that the strip is working in its intended fashion and that it is free of debris. Remove vegetation and debris to ensure that the crushed stone drains freely.

Recertification: As part of the Stormwater Permit, the applicant is required to meet the standards in Appendix B of the Chapter 500 Rules. Appendix B states that a project must submit a certification of the following to the department within three months of the expiration of each five-year interval from the date of issuance of the permit.

- (a) Identification and repair of erosion problems. All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
(b) Inspection and repair of stormwater control system. All aspects of the stormwater control system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system.
(c) Maintenance. The erosion and stormwater maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained.
(d) Proprietary Systems. All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval.

Housekeeping

As part of the Stormwater Permit, the applicant is required to meet the standards in Appendix C of the Chapter 500 Rules. The following procedures are hereby established as a minimum for compliance with this section. For further information on the procedures listed below, refer to Chapter 500 rules - Appendix C.

Spill Prevention: Appropriate spill prevention, containment, and response planning/implementation shall be used to prevent pollutants from being discharged from materials on site.

Groundwater Protection: During construction, hazardous materials with the potential to contaminate groundwater shall not be stored or handled in areas of the site which drain to an infiltration area.

Fugitive Sediment and Dust: Appropriate measures shall be taken to ensure that activities do not result in noticeable erosion of the soils and water and/or calcium chloride shall be used to ensure that activities do not result in fugitive dust emissions during or after construction.

Debris and Other Materials: Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.

Trench or Foundation De-watering: Water collected through the process of trenching and/or de-watering must be removed from the ponded area, and must be spread through natural wooded buffers or other areas that are specifically designed to collect the maximum amount of sediment possible.

Non-stormwater Discharges: Identify and prevent contamination by non-stormwater discharges.

Project: Shane's Inspiration Playground
Site Location: Caron Street, Lewiston, ME

Permanent Seeding X Temporary Seeding
1. Instruction on preparation of soil: Prepare a good seed bed for planting method used.
2. Apply lime as follows: # / acres, OR 138 #/M Sq. Ft.
3. Fertilize with ___ pounds of ___ N-P-K/ac. OR 13.8 pounds of 10-10-10 N-P-K/M Sq. Ft.
4. Method of applying lime and fertilizer: Spread and work into the soil before seeding.
5. Seed with the following mixture:
50% Winter Rye
50% Annual Rye
6. Mulching instructions: Apply at the rate of ___ per acre, OR 75_pounds per M. Sq. Ft.
7. TOTAL LIME 138 #/1000 sq. ft. Amount Unit # Tons, Etc.
8. TOTAL FERTILIZER 13.8 #/1000 sq. ft.
9. TOTAL SEED 1.03 #/1000 sq. ft.
10. TOTAL MULCH 75 #/1000 sq. ft.
11. TOTAL other materials, seeds, etc.
12. REMARKS

1. Instruction on preparation of soil: Prepare a good seed bed for planting method used.
2. Apply lime as follows: # / acres, OR 138 #/M Sq. Ft.
3. Fertilize with ___ pounds of ___ N-P-K/ac. OR 13.8 pounds of 10-10-10 N-P-K/M Sq. Ft.
4. Method of applying lime and fertilizer: Spread and work into the soil before seeding.
5. Seed with the following mixture:
40% Creeping Red Fescue
30% Charger II Perennial Ryegrass
20% KenBlue Kentucky Bluegrass
10% Tiffany Chewings Fescue
6. Mulching instructions: Apply at the rate of ___ per acre, OR 75_pounds per M. Sq. Ft.
7. TOTAL LIME 138 #/1000 sq. ft. Amount Unit # Tons, Etc.
8. TOTAL FERTILIZER 18.4 #/1000 sq. ft.
9. TOTAL SEED 1.03 #/1000 sq. ft.
10. TOTAL MULCH 75 #/1000 sq. ft.
11. TOTAL other materials, seeds, etc.
12. REMARKS

Spring seeding is recommended; however, late summer (prior to September 1) seeding can be made. Permanent seeding should be made prior to August 5 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.

Project: Shane's Inspiration Playground
Site Location: Caron Street, Lewiston, ME
X Permanent Seeding Temporary Seeding

1. Instruction on preparation of soil: Prepare a good seed bed for planting method used.
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10. TOTAL MULCH 75 #/1000 sq. ft.
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9. TOTAL SEED 1.03 #/1000 sq. ft.
10. TOTAL MULCH 75 #/1000 sq. ft.
11. TOTAL other materials, seeds, etc.
12. REMARKS

Spring seeding is recommended, however, late summer (prior to September 1) seeding can be made. Permanent seeding should be made prior to August 5 or as a dormant seeding after the first killing frost and before the first snowfall. If seeding cannot be done within these seeding dates, temporary seeding and mulching shall be used to protect the site. Permanent seeding shall be delayed until the next recommended seeding period.

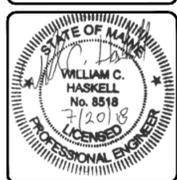


Table with columns: DESIGNED (JWA), CHECKED (WCH), BIDDING (2 WCH 7-23-18), STATUS (REV BY: DATE:)



EROSION CONTROL NOTES
MARCOTTE PARK PLAYGROUND

Table with columns: PROJECT NO. (2995.06), SCALE (NTS)

C402



CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Lewiston Planning Board

FROM: Douglas Greene, AICP, RLA; Deputy Director/City Planner

DATE: August 13, 2018

RE: Agenda Item V(a): Continued Board Discussion,
Acquisition of 55 North Temple Street

At their last meeting on July 23rd, the Planning Board was asked to make a recommendation on a proposed acquisition by the City of Lewiston of 55 North Temple Street for the purpose of constructing a new fire station to replace the existing Sabattus Street station. The agenda item included a staff report and recommendation along with a memo and information from the City Administrator. That information included comparative information and mapping about 4 possible fire station sites; 55 North Temple Street, 151 North Temple Street, 1018 to 1024 Sabattus Street and 895 Sabattus Street.

The Planning Board discussed the pro and cons of the sites and also heard public comments from a City Council member and the property owner of 55 North Temple Street. A motion was made to send an unfavorable recommendation to the City Council on the acquisition of 55 North Temple Street. The Planning Board did not take action on that motion and instead approved a motion to table the discussion until the next Planning Board meeting so that additional information may be provided. Reference should be made to additional information provided by City Administrator Edward Barrett.

ACTION NECESSARY:

- Make a motion pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the acquisition of 55 North Temple Street (subject to possible conditions raised by staff or the Planning Board, if deemed necessary).



EXECUTIVE DEPARTMENT

**Edward A. Barrett, City
Denis D'Auteuil, Deputy City**

August 9, 2018

To: Members of the Planning Board
Fr: Edward A. Barrett
Su: Proposed Purchase of 55 North Temple

Attached please find the information provided to the Planning Board for its last discussion of this issue. Based on the comments and discussion at that meeting, we have compiled some additional information for your consideration.

1018 to 1024 Sabattus Street

City staff has had discussions with the owner of the properties at 1018 to 1024 Sabattus Street. The owner is not interested in selling the property but is seeking to lease it for commercial use.

The current owner acquired 1018 Sabattus Street in 2002 for \$50,000 and demolished the building on it. The property at 1022 and 1024 Sabattus was acquired in 2007 for \$225,000, which included a vacant parcel at 1022 and a single family cape style dwelling at 1024 that is still there. Total acquisition costs were \$275,000, not including the cost associated with demolishing the building at 1018 and other site preparation costs that included tree clearance and leveling the property.

The two currently vacant properties constitute an oddly shaped lot of 1.34 acres. Adding the property at 1024 increases the total size to 2.08 acres. City Assessor, William Healey, estimates the market value of the three properties at approximately \$400,000. As noted, the owner is not willing to sell, and I would anticipate that if he was, he would probably be looking for a more significant return on his investment. The City would likely also be required to demolish the single family home should all three parcels be acquired.

The Site Evaluation report prepared by WBRC (attached) outlines the advantages and disadvantages of this parcel. An additional cost factor related to traffic and intersection issues associated with Grove and Sabattus Streets. This is currently a three-way intersection, and the presence of a fire station would move it, effectively, to a four-way. Ideally, the driveway into/out of the station would line up with Grove Street; however, there is a small out parcel that is home to a telephone substation. Relocating this facility would be ideal, but the cost to do so is not known at this time. Either way, intersection upgrades would be required at a WBRC estimated cost of \$150,000.

Even if the owner was willing to sell, the acquisition and development costs associated with this location would be significant.

It should also be noted the site is roughly 1,250 feet outbound on Sabattus from the existing station. The mid-point of the North Temple parcel is virtually the same road distance from the current location, so either site would have minimal effect on the department's response times.

55 North Temple is larger than required.

While this is true, there are a number of potential alternatives. While a portion of the site can be devoted to the Fire Substation, the remainder of the site could be used for other purposes. This could include subdivision of the property to allow for some residential lots and development and/or using a portion of the land for neighborhood park and open space. While there is a playground, ballfield, and walking trails associated with McMahon School, this location could be used for things like a fitness trail that could also benefit our fire personnel and for the pickle ball courts now planned for the prior Hudson Bus site on Bartlett Street. Eventual use of the property not required for the fire station would, of course, be up to the City council.

Potential Impact to Wetlands.

While there are some wetlands on the property, they are primarily located in the Southern area of the property behind the Family Dollar Store and the existing Fire station. Significant portions of the property are, as WBRC notes, relatively level and upland with cut/fill relatively balanced and stormwater sheet flow possible away from the site with minimal stormwater infrastructure required. While the exact location of a station on the property has yet to be determined, it can be located to minimize wetland and stormwater issues.

Poor Use of Residentially Zoned Land

While owned by the city, property is obviously no longer available for other uses. However, this would be the case whether the station is placed on residential property or on commercial or industrial land. As noted, the station would not require the entire parcel and portions of it could be subdivided for other residential uses.

Potential Neighborhood Impact

We are anticipating that the new substation will be in the 8,000 to 10,000 square foot range. Initially, it will be occupied by 3 firefighters and will have minimal vehicle traffic. Under the most optimistic future projections, occupancy is unlikely to ever exceed ten (assuming the City would operate two fire units and an ambulance where current

operations involve only one fire unit). In many ways, a fire substation operates as similarly to a large single family home.

Noise associated with emergency vehicle operation is the issue of potentially greatest concern. In the most recent calendar year, the existing Sabattus station responded to 1,050 calls for service, an average of 2.9 calls a day. Of these, 288 occurred between the hours of 10 pm and 8 a.m., or an average of less than one call per day (0.8). It will be possible for the department to establish policies that would restrict the use of emergency sirens during night time hours to mitigate such potential sound impacts on residential properties on North Temple. As you are aware, North Temple does not carry a significant traffic volume during the overnight hours making such a restriction feasible.

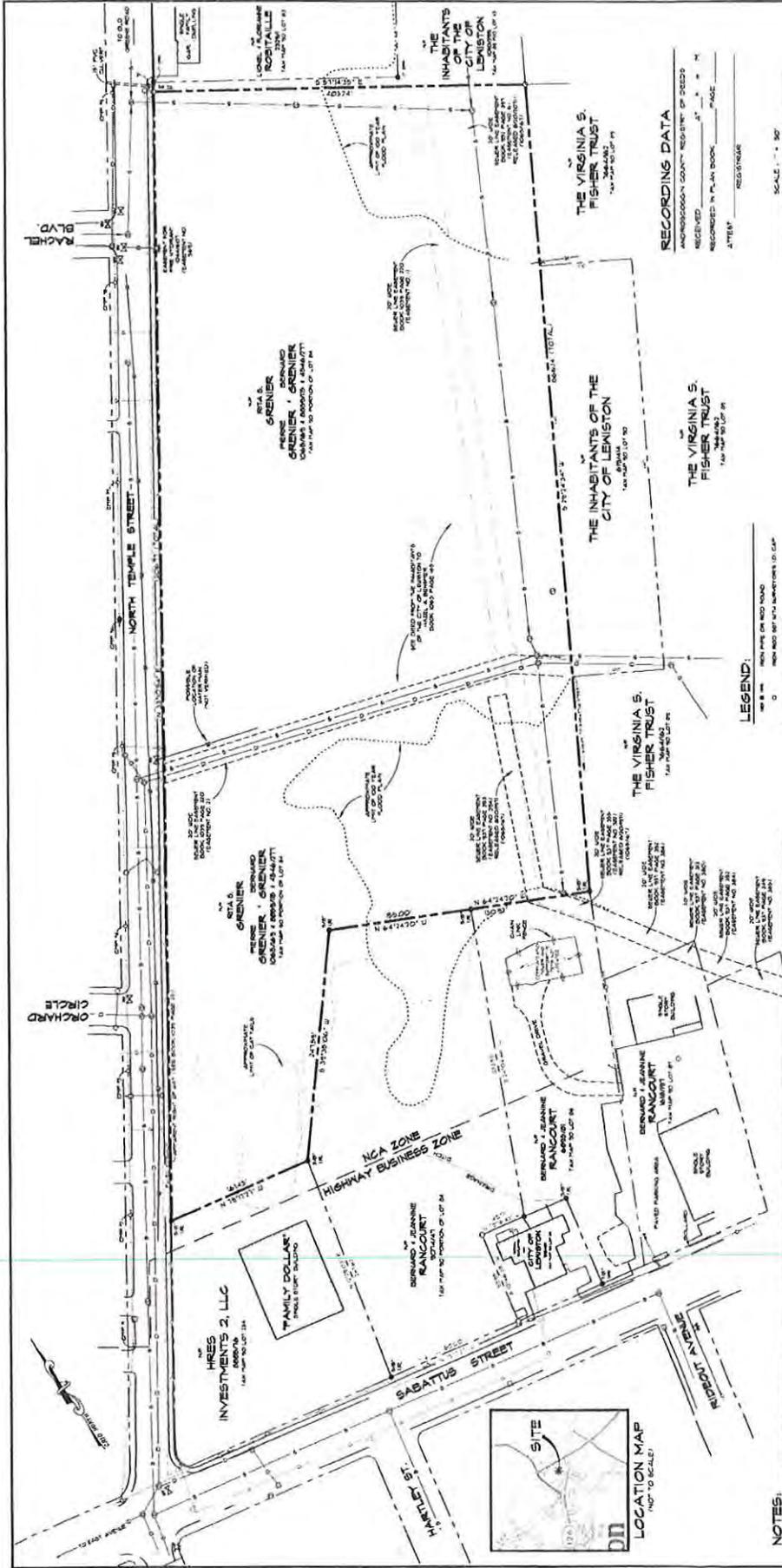
It should also be noted that the area is already subject to some impacts from the existing station. That station is located about 1,300 road measured feet from the water line easement entry onto 55 North Temple's frontage and 750 feet in a straight line across country (see attached boundary survey of property). The majority of the responses from the current station are toward town, which generally requires emergency vehicles to pass through the Sabattus/North Temple intersection, about 750 feet from this same location on 55 North Temple.

Both the current station's location and the alternative at Sabattus and Grove are located in relatively close proximity to residential areas. Both Hartley and Rideout Streets are home to a number of multi-unit complexes and single family properties, both in close proximity to the existing station. Sabattus and Grove abuts residential properties on Roger Street, Buckley Street, and Gove Street and is not far from Marshwood Center. Traffic issues at Sabattus and Grove would generally not be appropriate for night-time emergency siren limitations.

Given the relatively low level of responses from the existing station, I am not aware of any noise complaints from these properties and, as noted, adopting policies restricting nighttime siren use on portions of North Temple could mitigate any noise issues.

Based on all of these factors, we have concluded that 55 North Temple is the preferred location for this facility. In addition, it is owned by a willing seller and we have reached agreement on an option to purchase, subject to City Council approval. We respectfully request a positive recommendation from the Planning Board for acquisition of this property.

Attachments: Material from July 23, 2018 Planning Board Meeting
Boundary Survey, 55 North Temple
Site Evaluation for the Sabattus Street Fire Sub-Station Replacement,
WBRC Architects Engineers, October 26, 2017.



BOUNDARY SURVEY
GRENIER PROPERTY
 NORTH TEMPLE STREET, LEWISTON, MAINE
 ORDER OF RECORD AND PREPARED FOR
BERNARD J. GRENIER
 ANDROSCOGG COUNTY

DATE: SEPTEMBER 24, 2013
 200 NORTH TEMPLE STREET, LEWISTON, ME 04240

RECORDING DATA
 ANDROSCOGG COUNTY REGISTER OF DEEDS
 RECEIVED _____ AT _____ PLACE _____
 RECORDED IN PLAN BOOK _____ PAGE _____
 ATTEN _____ REGISTER

LEGEND:

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- 1/8" BOUNDARY LINE
- 1/16" BOUNDARY LINE
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- 1/104296157756533515555581111111" BOUNDARY LINE</



EXECUTIVE

**Edward A. Barrett, City
Denis D'Auteuil, Deputy City**

July 5, 2018

To: Members of the Planning Board
Fr: Edward A. Barrett
Su: Acquisition of 55 North Temple

Funding is available to begin the process of replacing the City's three fire substations, starting with Sabattus Street. The City reviewed seven potential sites and selected four for further, more detailed, consideration. Those sites were evaluated by City staff and reviewed by the City's station study consultants, WBRC. The property at 55 North Temple has been selected as the preferred site. See attached map. Note that the map showing a potential fire station location is conceptual and may not represent the final portion of the property selected for the station.

This is an approximate 10 acre site located on North Temple Street not far from its intersection with Sabattus Street. Its benefits include location near the signalized intersection of Sabattus Street allowing for installing traffic signal preemption if necessary to provide easy access to this arterial. The site is a relatively level upland one where cut and fill will be relatively balanced, minimal stormwater infrastructure is required, public utilities are present in the street reducing development costs, and good exit site distances exist. Please note that this property is zoned NCA and, if acquired, a conditional use permit will be needed to allow for constructing a municipal building.

Preliminary discussions have been held with the property owner, who has indicated a willingness to sell the property to the City. Note that the owner wishes to sell the entire parcel and that it is larger than what the City needs. As a result, it may be possible in the future to subdivide the parcel into a number of residential lots that could be sold to offset a portion of the cost of the project.

Recommendation:

City staff and our consultants believe this is the best site for a relocated station and are seeking your recommendation in support of its acquisition. If approved by the Council, our intent would be to enter into a purchase option agreement recognizing that a number of conditions would have to be met prior to actually closing on the purchase, in particular the need for a conditional use permit.

May 1, 2018

To: Honorable Mayor and Members of the City Council

Fr: Edward A. Barrett

Su: Sabattus Street Fire Station Relocation

The following summarizes the situation in regard to the potential acquisition of 55 North Temple, our preferred fire substation location and outlines the available alternatives.

55 North Temple

This site is located on an upland portion of an undeveloped, privately-owned 10.87-acre+/- parcel located on North Temple Street approximately 1150' from the signalized intersection of North Temple Street and Sabattus Street. The parcel is located in the Neighborhood Conservation "A" district (NCA), where municipal buildings and facilities are a conditional use.

Benefits

- The site is near a signalized intersection on Sabattus Street that may prove suitable for traffic signal preemption, if not already integrated into the system;
- Relatively level upland site;
- Cut/fill relatively balanced;
- Stormwater sheet flow possible away from site, minimal stormwater infrastructure required;
- Use of forested buffers possible for stormwater treatment if needed.
- Good exit sight distance at crest of hill;

Challenges

- Located across the street from an established residential area, which may prolog the conditional use approval if negative testimony is provided. However, this is the closest parcel to the existing substation location, which does provide some degree of precedent for acoustical expectations in the neighborhood.
- There is an existing sidewalk between North Temple Street and the site, which may be a concern for vehicle/pedestrian conflicts because residential neighbors need to cross North Temple Street to reach the sidewalk.

Chief Stockford and I met with the owner of 55 North Temple, our preferred site for a new fire substation. Prior to meeting with him, we obtained a broker's opinion of value from Kevin Fletcher, of KW Commercial brokers. His opinion was the property was worth \$81,525. The City has it assessed at \$98,450. The owner is asking \$300,000. He bases this on his opinion that the property could be subdivided into ten one-acre residential lots that could then be sold for \$50,000 each and that the \$300,000 is already discounted. I've reviewed this will City Assessor Bill Healey and he believes this price is too high and that it is unlikely that one-acre lots in this area would sell for that price. In addition, due to the presence of wetlands on the site, it is unlikely that 10 house lots could be developed.

There are several alternatives we might consider in future discussions with the owner.

1. Agree to an independent appraisal by a mutually acceptable appraiser to use as a starting point for negotiations. The City could offer to pay for the appraisal at an estimated cost of \$2,500 to \$5,000.
2. We could offer to have the property subdivided into residential lots. Assuming 10 lots each with 120 feet of frontage, the station would need about three lots. However, if the owner truly anticipates receiving \$50,000 for each lot, this would still price the property at \$150,000, likely considerably more than three lots is worth. In addition, the subdivision process would likely cost the City around \$30,000. We could propose that the City be reimbursed a portion of this cost for each lot that is sold.
3. We could purchase the entire property (either at or near the asking price), subdivide it (again at our cost), and sell of individual lots to offset a portion of the purchase price. I would note, however, that they are unlikely to sell at a premium given the nature of most of the property (prior fields), the presence of wetlands that will reduce the number of potential lots and/or increase development costs, and the property values of the immediately surrounding neighborhood. The developed residential properties fronting on North Temple on the opposite side of the street from 55 have assessed values ranging from \$65,000 to \$97,770. It is unlikely that individuals would purchase a lot in this area for \$50,000 since such lots would normally only be found in neighborhoods with higher property values.

Of these alternatives, I would suggest we approach the owner with a proposal to hire an appraiser to value the property.

151 North Temple

This site is located on a developed portion of the City-owned property associated with McMahon Elementary. It is about 2,300 feet from the signalized Sabattus/North Temple intersection. It is zoned as Neighborhood Conservation A, again requiring conditional use approval.

Benefits

- The site is near a signalized intersection on Sabattus Street that may prove suitable for traffic signal preemption, if not already integrated into the system;
- Previously developed upland site (recreational field);
- Owned by City (no acquisition cost);
- Adjacent to Thomas J. McMahon elementary school for quick response time;
- Most conducive to neighborhood outreach presence;
- Cut/fill relatively balanced;
- Drainage to stream possible, with treatment first;
- Stormwater treatment/retention possible at rear of site;
- Good exit sight distance;

Challenges

- Adjacent to Thomas J. McMahon elementary school and across the street from an established residential area. Conditional use approval may be delayed if negative testimony is provided due to acoustical concerns. Vehicle/pedestrian concerns must be addressed;
- Adjacent to wetlands (±3000 SF potential impact) and stream (\$15,000 for wetland fees and permitting);

- May require replacement recreational field (\$150,000 - \$250,000);
- A 4' x 200' retaining wall may be necessary to minimize fill and wetland impact (\$50,000);
- The School is experiencing parking issues at the beginning and end of the school day. To address potential fire truck exit issues, additional work might be required to ease the parking drop off/pick up problem.

1018 to 1024 Sabattus Street.

This site includes either two (1.32 acres) or three separate parcels (2.05 acres cumulatively for all three) on Sabattus Street, all of which are owned by Rancourt Associates. The parcel is located approximately 1400' east of the existing Sabattus Street Fire Station near the signalized intersection of Sabattus Street and Grove Street. The parcel is located adjacent to commercial and rural residential uses. The parcel is zoned Highway Business.

Benefits

- Near signalized Sabattus Street/Grove Street intersection;
- Previously developed upland site minimizing environmental impact concerns;
- Relatively close to existing fire station (similar response time);
- Cut/fill relatively balanced;
- Stormwater treatment/retention possible at rear of site;
- Good exit sight distance at crest of hill;

Challenges

- Privately owned. Would require purchasing either two parcels assessed at \$143,210 or all three parcels, which have an assessed value of \$199,370.
- Furthest site from City center and majority of calls.
- Additional cost to remove existing residential dwelling (\$20,000), if necessary;
- Traffic concerns on Sabattus Street and at the intersection with Grove Street, which may require a one-way entrance/exit configuration for the parking lot and relocation/reconfiguration or preemption of existing nearby traffic signals and reconfigured or secondary stop bar location (\$150,000)

895 Sabattus

This parcel is the previous location for a Jiffy Lube, which was demolished several years ago and is located roughly 1800 feet in-town from the current station. The property is owned by Community Credit Union and the land is assessed at \$176,200. The credit union previously intended to relocate its headquarters to this lot; however, it was unable to obtain the required traffic movement permit. This 1.22 acre property is zoned as highway business. It was originally dropped from consideration due to its limited size, which would probably require fire vehicles to back into the station from Sabattus Street, a less than ideal situation. However, the rear of the property is located on an unbuilt portion of Payne Street. If the existing Payne Street was extended, this would provide a rear entrance to the property. Fire vehicles would respond via Sabattus Street and return via Payne Street. It may also be possible to design a station for this location that would allow fire vehicles to enter off Sabattus Street and back into the station bay. The practicality of this, however, would require additional evaluation by our designers.

Benefits

- This is a vacant commercial property located on Sabattus Street not far from the current station location
- Relatively flat, previously developed site likely minimizing site preparation costs
- Reasonable site distance
- Civic minded owner

Challenges

- Traffic on Sabattus Street would require installation of warning signals or traffic lights (\$50,000?)
- Additional Costs (\$220,000) if the rear access is required.

Summary of Costs:

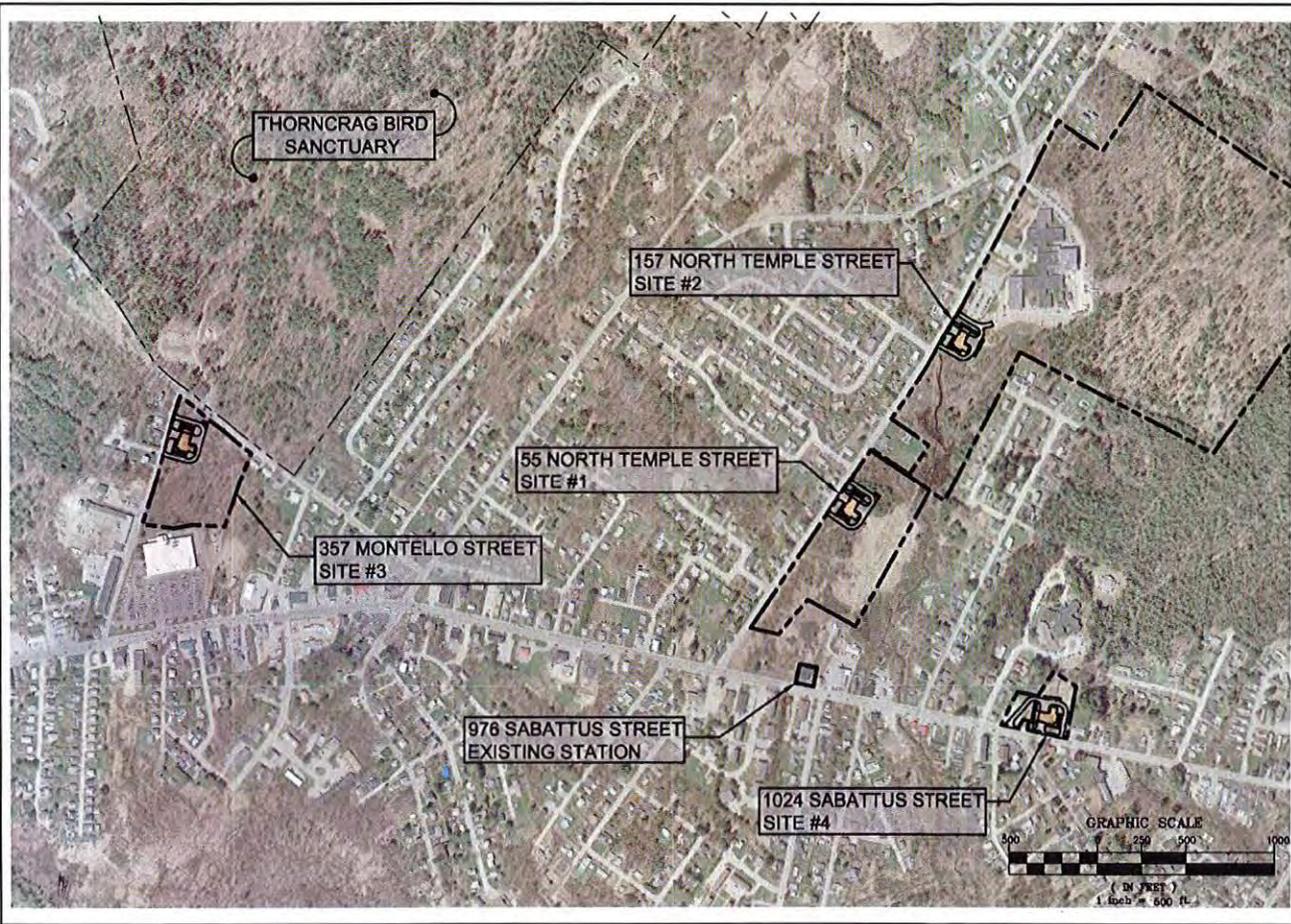
	<u>Low</u>	<u>High</u>
55 North Temple	Unknown	\$300,000
151 North Temple	\$240,000	\$375,000
1018-1024 Sabattus	\$293,210	\$369,370
895 Sabattus	\$225,200	\$445,200

Recommendation

Continue to pursue acquisition of 55 North Temple by offering to have the property appraised at the City's cost as a basis for further negotiations. While this is underway, make initial contact with the owners of 895 Sabattus and 1018-1024 Sabattus to determine whether those properties are available and at what price.

Attachments

Maps showing the various properties are attached. Note that there are two maps for 1018 Sabattus, one showing a two lot plan and the other a three lot plan. Similarly, there are two maps for 895 Sabattus, one showing a very rough station layout and the second showing the alternate rear access.



WBRC
 ARCHITECTS - ENGINEERS
 1000 W. 10th Street
 Lewiston, ME 04243

PROJECT:
LEWISTON FIRE STATION STUDY

SHEET TITLE:
SITE SELECTION OVERVIEW PLAN

SCALE: 1"=500'
 WBRC CAD FILE: 413700-SP101
 PROJECT No. 4137.00
 JOB CAD/DRAW: JWB
 PW: MLW
 CHECKED BY: JSK
 DATE: 10.20.17
 SHEET No.

SP100

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WBRC
ARCHITECTS - ENGINEERS
PLANNERS - LANDSCAPE ARCHITECTS
1000 W. 10TH ST. SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.WBRC.COM

PROJECT:
**LEWISTON FIRE
STATION STUDY**

SHEET TITLE:
**SITE SELECTION
55 NORTH TEMPLE ST.**

SCALE: 1"=100'

WBRC CAD FILE: 413700-SP-101

PROJECT NO.: 4137.00

JOB CAPTION: JWB

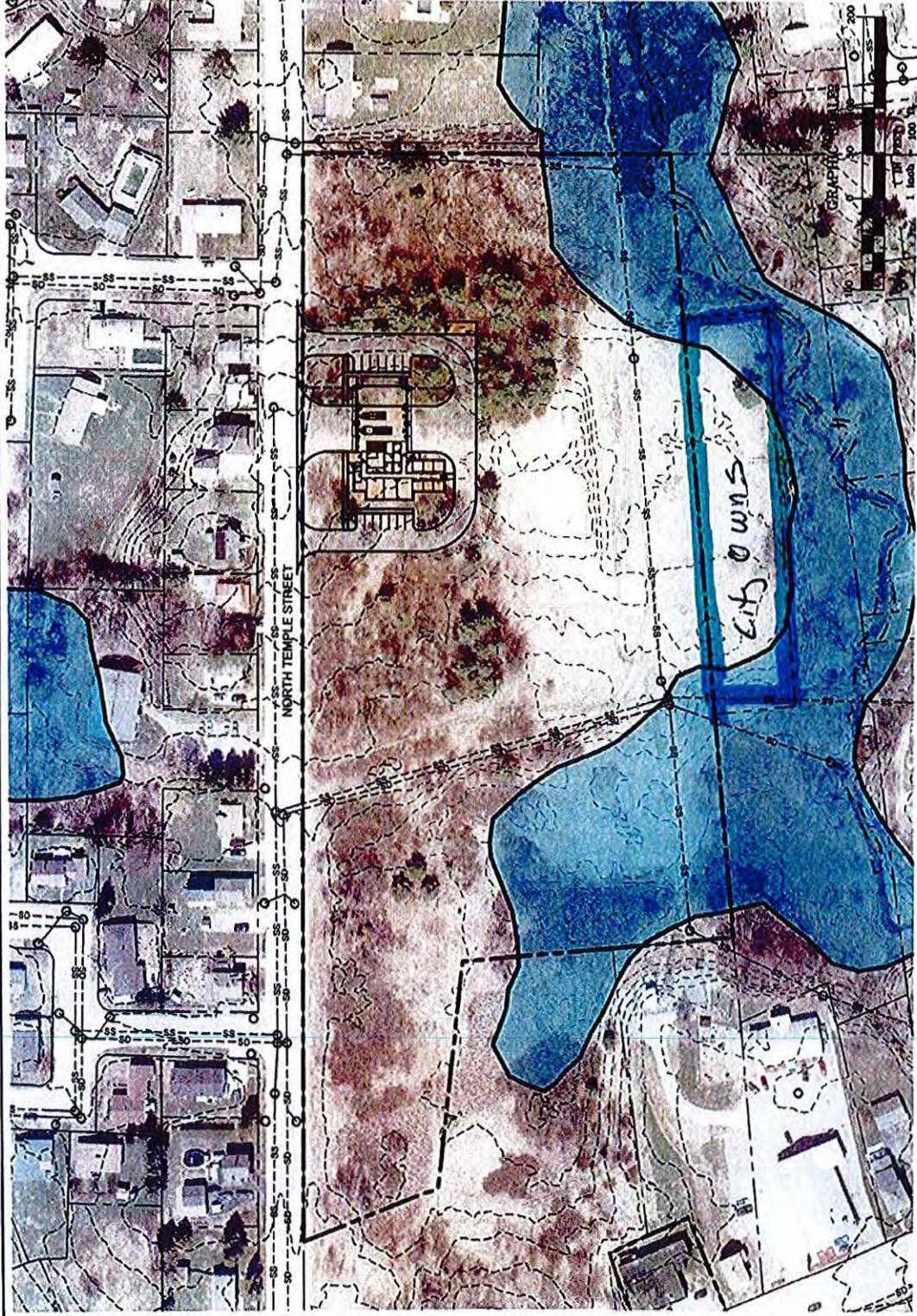
P.L.: MLW

CHECKED BY: JSK

DATE: 10.20.17

SHEET NO. **SITE #1**

GRAPHIC SCALE





W
ARCH

PROJECT
LEV ST/

SHEET TITLE
SITI 157 N/

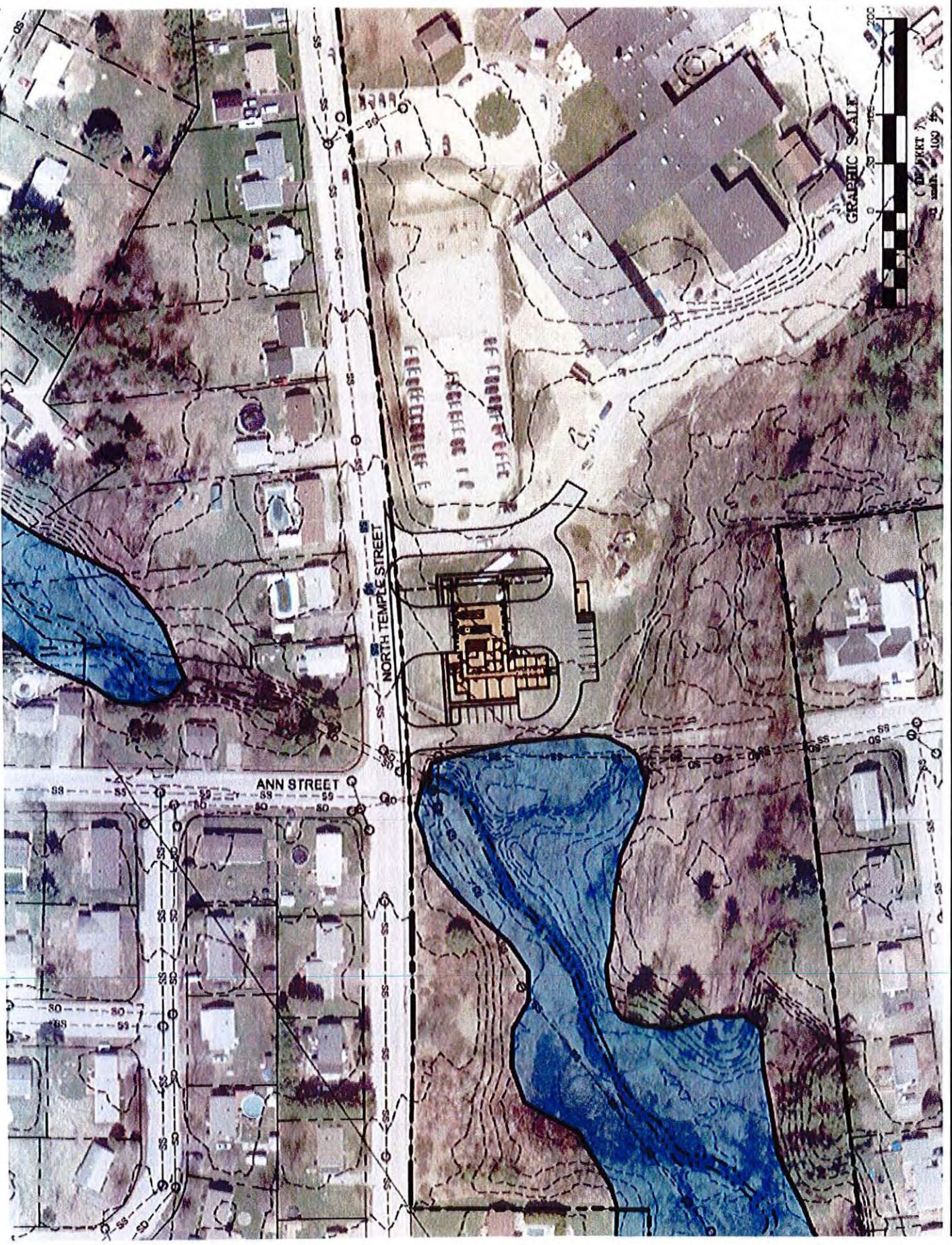
SCALE

INSTRUMENT

PROJECT /

JOB CHIEF

DATE



GRAPHIC SCALE



PROJECT 7/1
SCALE 1/8" = 100'



WBRC
A COMMITMENT TO EXCELLENCE
WATER RESOURCES
CONSULTANTS
INCORPORATED
1000 WEST 10TH AVENUE
DENVER, COLORADO 80202

PROJECT
**LEWISTON FIRE
STATION STUDY**

SHEET TITLE
**SITE SELECTION
1024 SABATTUS ST.**

SCALE
1"=100'

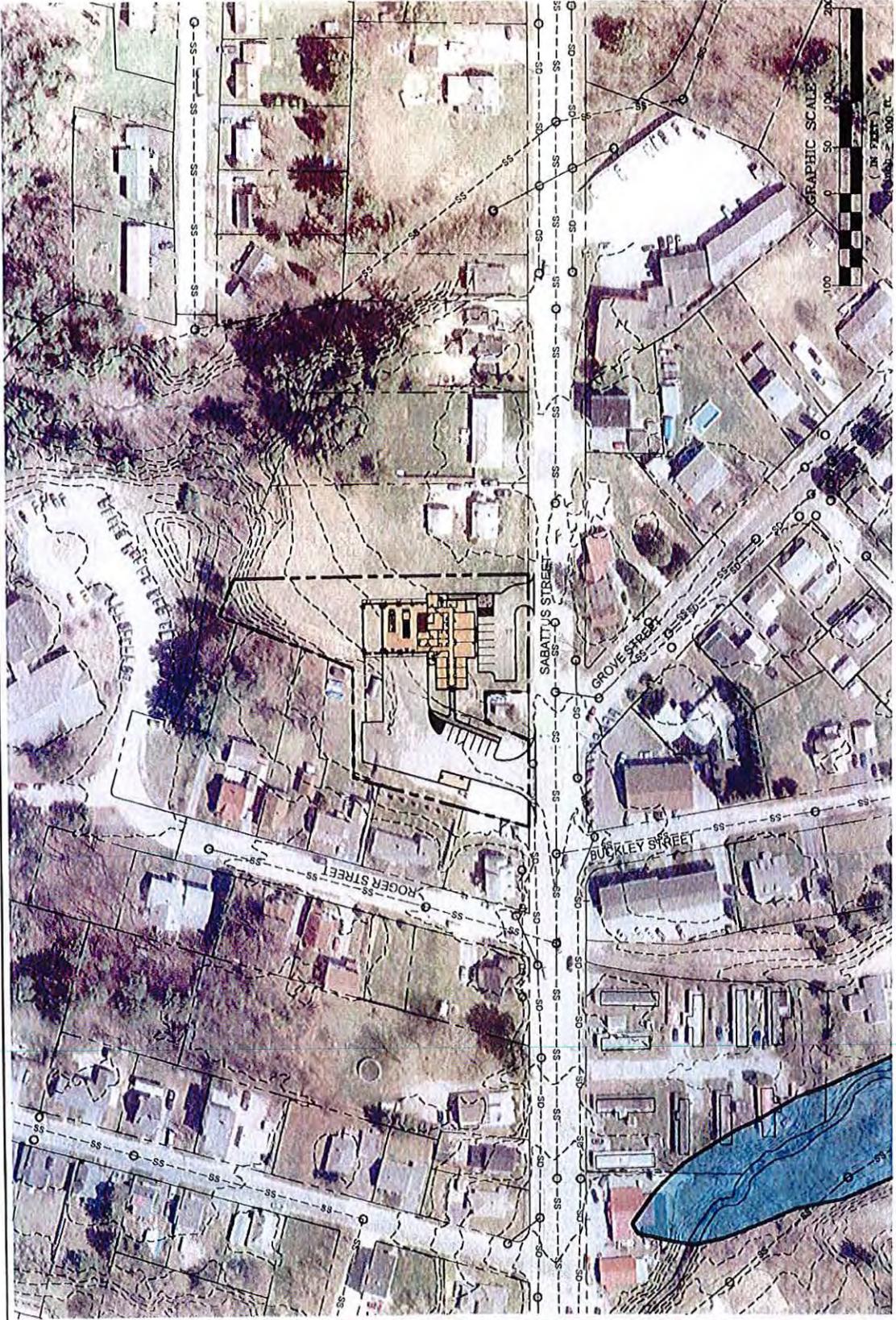
WBRC DOW FILE: 413700-SP101
PROJECT No. 4137.00

JOB CHIEF/JWB
MLW

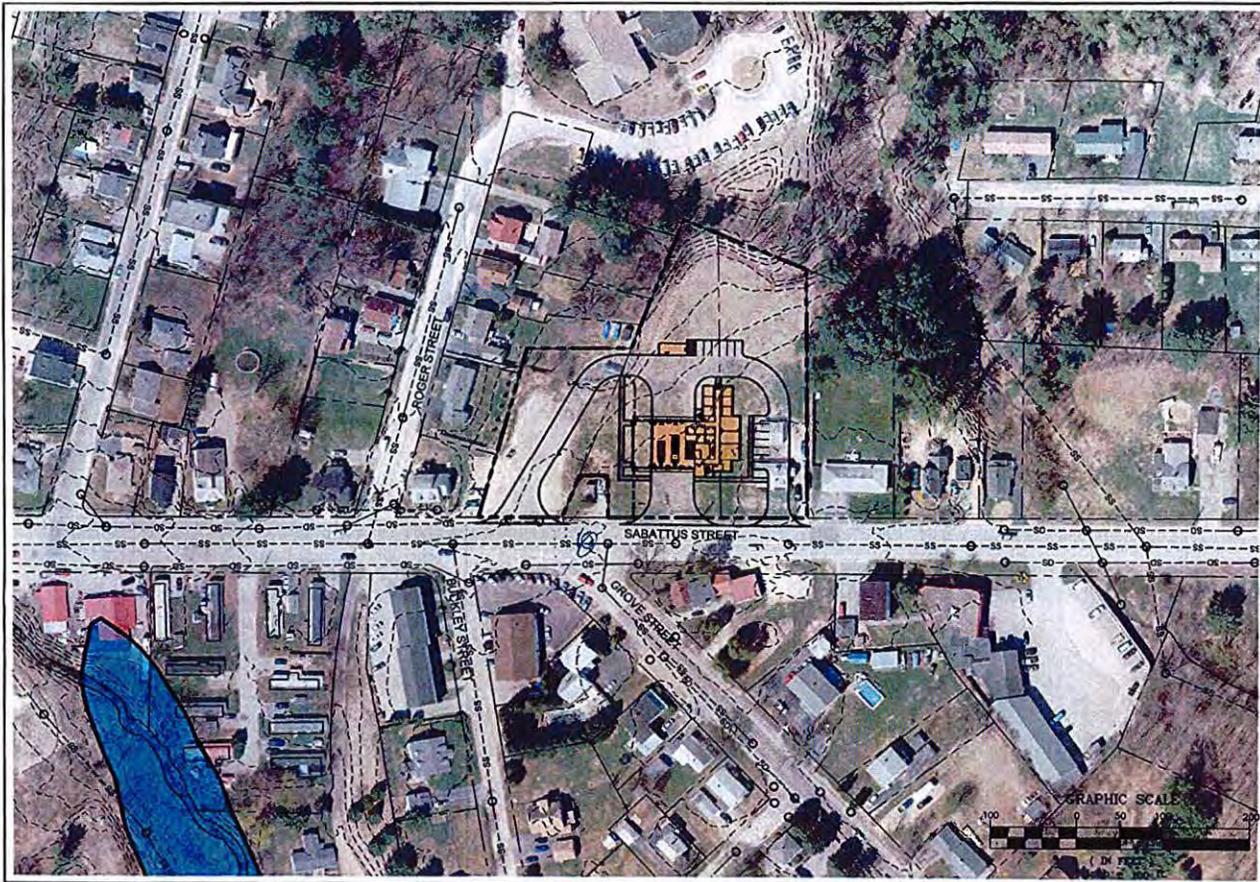
CHECKED BY: JSK

DATE: 11.14.17
SHEET No.

SITE #4 OPT. #2



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WBRC
ARCHITECTS ENGINEERS

PROJECT
LEWISTON FIRE STATION STUDY

SHEET TITLE
**SITE SELECTION
1024 SABATTUS ST.**

SCALE: 1"=100'

WBRC CAD FILE: 413700-SP101

PROJECT NO.: 4137.00

JOB CAP/DRAWN: JWB

PI: MLW

CHECKED BY: JSK

DATE: 10.20.17

SHEET NO.

SITE #4

QUANTITY TAKE OFF



NOTE: NOT TO SCALE



895 Sabattus Street Access Options



DRAFT

October 26, 2017

Mr. Brian Stockdale, Fire Chief
LEWISTON FIRE DEPARTMENT
2 College Street
Lewiston, Maine 04240

RE: **CONFIDENTIAL (FOR OWNER USE ONLY)**
4137.00 / Site evaluation for the Sabattus Street Fire Sub-Station Replacement

Dear Chief Stockdale:

It was a pleasure to meet with you, Ed Barrett and Rob Frank recently to discuss the site selection process to find a suitable location for the replacement of the Sabattus Street Fire Sub-station. Based on our discussion, we understand that you would like us to review and evaluate the following potential sites: 55 North Temple Street, 151 North Temple Street, 357 Montello Street and 1018-1024 Sabattus Street. The attached drawings provide spatial information for each site. Drawing SP100 provides an overview of the four sites and drawings SP101-104 provide information for sites 1-4, respectively. For reference, we placed the prototype site layout at each site. The following is a short summary of each potential site with benefits and challenges of each indicated. All proposed sites have adequate access to utilities (water, sanitary, storm, electric, communications). Major differentiators / costs are noted. Test pits to determine suitable soils were not conducted.

Site #1: 55 North Temple Street: Site #1 is located on an upland portion of an undeveloped, privately-owned 10.87-acre parcel located on North Temple Street approximately 1150' from the signalized intersection of North Temple Street and Sabattus Street. The parcel is located in the Neighborhood Conservation "A" district (NCA), where municipal buildings and facilities are a conditional use.

Benefits

- *The site is near a signalized intersection on Sabattus Street that may prove suitable for traffic signal preemption, if not already integrated into the system;*
- *Relatively level upland site;*
- *Cut/fill relatively balanced;*
- *Stormwater sheet flow possible away from site, minimal stormwater infrastructure required;*
- *Use of forested buffers possible for stormwater treatment if needed.*
- *Good exit sight distance at crest of hill;*

www.wbrc.com

BANGOR OFFICE
44 Central Street
Bangor, Maine 04401-5116
207.947.4511 voice 207.947.4628 fax

PORTLAND OFFICE
30 Danforth Street, Suite 306
Portland, Maine 04101
207.828.4511 voice 207.828.4515 fax

LAKELWOOD OFFICE
8130 Lakewood Main Street, Suite 210
Lakewood Ranch, Florida 34202
941.556.0757 voice 941.556.0759 fax
FL COA#AA260001395 & 27389

Challenges

- *Privately owned. May need to purchase entire parcel. Assessed value is \$98,450.*
- *Located across the street from an established residential area, which may prolong the conditional use approval if negative testimony is provided. However, this is the closest parcel to the existing sub-station location, which does provide some degree of precedent for acoustical expectations in the neighborhood.*
- *There is an existing sidewalk between North Temple Street and the site, which may be a concern for vehicle/pedestrian conflicts because residential neighbors need to cross North Temple Street to reach the sidewalk.;*

Site #2: 151 North Temple Street: Site #2 is located on a developed portion of the City-owned 67.82-acre parcel located on North Temple Street approximately 2300' from the signalized intersection of North Temple Street and Sabattus Street. The parcel is also occupied by the Thomas J. McMahon Elementary School. The parcel is zoned Neighborhood Conservation "A" district (NCA) and Suburban Residential (SR) where municipal buildings and facilities are a conditional use.

Benefits

- *The site is near a signalized intersection on Sabattus Street that may prove suitable for traffic signal preemption, if not already integrated into the system;*
- *Previously developed upland site (recreational field);*
- *Owned by City (no acquisition cost);*
- *Adjacent to Thomas J. McMahon elementary school for quick response time;*
- *Most conducive to neighborhood outreach presence;*
- *Cut/fill relatively balanced;*
- *Drainage to stream possible, with treatment first;*
- *Stormwater treatment/retention possible at rear of site;*
- *Good exit sight distance;*

Challenges

- *Adjacent to Thomas J. McMahon elementary school and across the street from an established residential area. Conditional use approval may be delayed if negative testimony is provided due to acoustical concerns. Vehicle/pedestrian concerns must be addressed;*
- *Adjacent to wetlands (\pm 3000 SF potential impact) and stream (\$15,000 for wetland fees and permitting);*
- *May require replacement recreational field (\$150,000 - \$250,000);*
- *A 4' x 200' retaining wall may be necessary to minimize fill and wetland impact (\$50,000);*

Site #3: 357 Montello Street (Highland Spring Road): Site #3 is located on an undeveloped 6.28-acre parcel that is part of the Thorncrag Nature Sanctuary and owned/managed by the Stanton Bird Club. The site is located approximately 1300' from an unsignalized intersection at Sabattus Street. The parcel is

located adjacent to commercial and rural residential uses. The parcel is zoned Neighborhood Conservation "A" district (NCA) where municipal buildings and facilities are a conditional use.

Benefits

- *Closest to City center and majority of calls;*

Challenges

- *Privately owned. Assessed value is \$52,730.*
- *Part of the Thorncrag Nature Sanctuary and managed by the Stanton Bird Club. They may not be a willing seller if the buyer is disclosed. They may provide negative testimony or concern about noise and disruption to their adjacent 346-acre parcel directly across Montello Street. The subject parcel contains the only mapped wetland in the southern part of the sanctuary.*
- *Contains a large wetland draining toward Highland Spring Road. Vernal pools are likely, which will require additional permitting and mitigation.*
- *The only suitable site on the parcel slopes north to south and would require a ±400 LF retaining wall up to 10' in height (\$200,000);*
- *There will be approximately 5000 SF of wetland impact (\$35,000 for wetland impact/fees);*
- *We estimate that 7500-10,000 CY of fill will be required (\$175,000);*
- *The unsignalized intersection at Sabattus Street and Highland Spring Road may need to be signalized (\$150,000 to \$200,000);*
- *Poor exit sight distance;*

Site #4: 1018-1024 Sabattus Street: Site #4 is located on a three (3) separate parcels (2.05 acres cumulatively) on Sabattus Street, all of which are owned by Rancourt Associates. The parcel is located approximately 1400' east of the existing Sabattus Street Fire Station near the signalized intersection at Sabattus Street and Grove Street. The parcel is located adjacent to commercial and rural residential uses. The parcel is zoned Highway Business (HB) where municipal buildings and facilities are a permitted use.

Benefits

- *Near signalized Sabattus Street / Grove Street intersection;*
- *Previously developed upland site minimizing environmental impact concerns;*
- *Relatively close to existing fire station (similar response time);*
- *Cut/fill relatively balanced;*
- *Stormwater treatment/retention possible at rear of site;*
- *Good exit sight distance at crest of hill;*

Challenges

- *Privately owned. Would require purchasing all three parcels, which have an assessed value of \$199,370.*

- *Furthest site from City center and majority of calls.*
- *Additional cost to remove existing residential dwelling (\$20,000);*
- *Traffic concerns on Sabattus Street and at the intersection with Grove Street, which may require a one-way entrance/exit configuration for the parking lot and relocation/reconfiguration or preemption of existing nearby traffic signals and reconfigured or secondary stop bar location (\$150,000)*

Based on the above evaluation, Site #1, Site #2 and Site #4 all appear to be viable options for the replacement of the Sabattus Street Fire Station, respectively, and within a \$270,000 overall cost deviation. Site #1 appears to be the best option as long as the owner of the parcel is willing to sell and neighborhood opposition can be overcome. Site #2 is a good fallback option because the parcel is owned by the City. Site #4 is also a good option, but it is located east of the existing fire station further from the majority of calls and may be more expensive to purchase and develop. Although the Sabattus Street / Grove Street intersection is signalized, traffic at this location may be a concern. The high differential cost to develop Site #3 (\$660,000) and the lack of signalized access to Sabattus Street make Site #3 a poor option even if the Stanton Bird Club is willing to sell to an identified buyer.

We hope that this evaluation will be useful in your search for a suitable site to replace the existing Sabattus Street Fire Station. Please feel free to contact us if you have any questions. Thank you for this opportunity.

Sincerely,

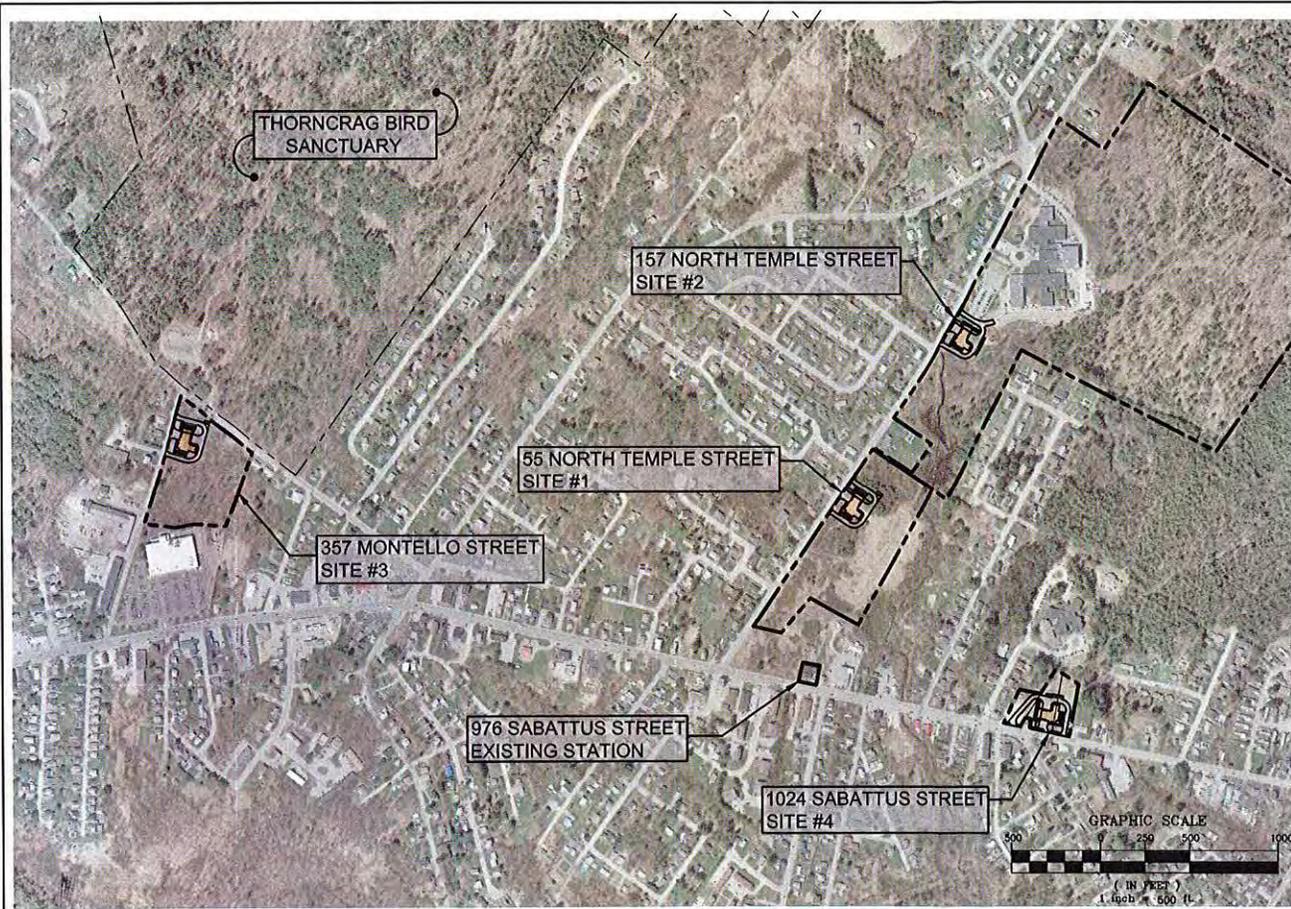
WBRC Architects · Engineers

John Kenney PE
Senior Civil Engineer

Site Evaluation Overview

- SP100 – Site Selection Overview Plan
- Tax Map 89
- Tax Map 90
- Tax Map 119

DRAFT



WBRC
 ARCHITECTS & ENGINEERS
 1000 WEST STREET
 LEWISTON, MICHIGAN 49851
 TEL: 616.543.1100
 WWW.WBRC-ARCH.COM

PROJECT:
**LEWISTON FIRE
 STATION STUDY**

SHEET TITLE:
**SITE SELECTION
 OVERVIEW PLAN**

SCALE: **1"=500'**

WBRC CAD FILE: **413700-SP101**

PROJECT No. **4137.00**

JOB CAP/DRAW: **JWB**

PA: **MLW**

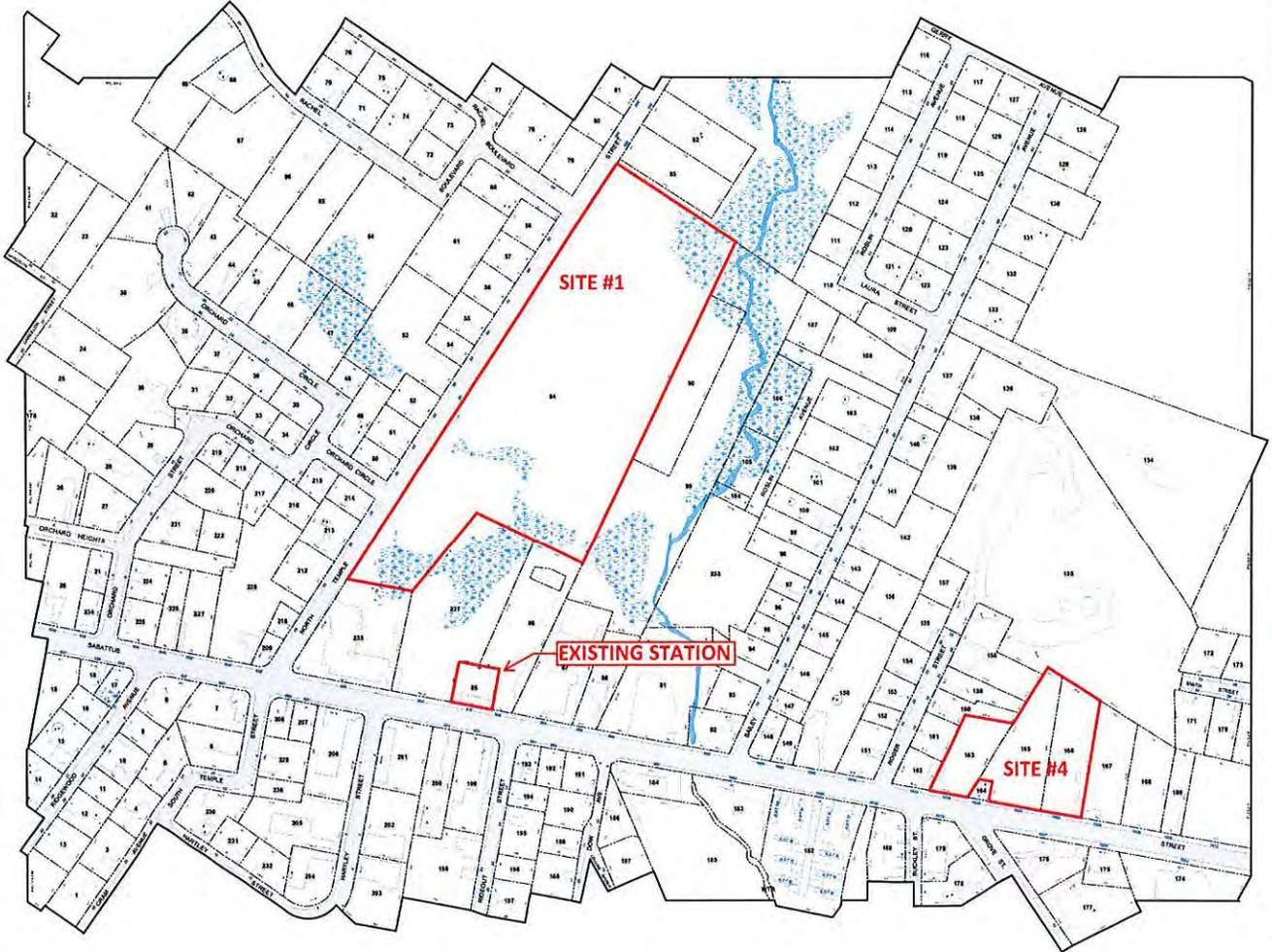
CHECKED BY: **JSK**

DATE: **10.20.17**

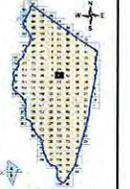
SHEET No.

SP100

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THE CITY OF LEWISVILLE, NORTH CAROLINA, HAS ADOPTED THIS TAX MAP FOR THE PURPOSES OF ASSESSING AND TAXING PROPERTY IN THE CITY OF LEWISVILLE, NORTH CAROLINA, FOR THE YEAR 2016. THIS TAX MAP IS A PART OF THE CITY OF LEWISVILLE, NORTH CAROLINA, TAX MAPS AND IS SUBJECT TO THE CITY OF LEWISVILLE, NORTH CAROLINA, TAX MAP ACT.



- Legend**
- City Limits
 - Parcel Line
 - Water
 - Essement
 - Misc. or Middle Home Lot
 - Proposed Subdivision
 - Street Address
 - The Map Lot No.
 - Lot Elevation
 - UBA ACR

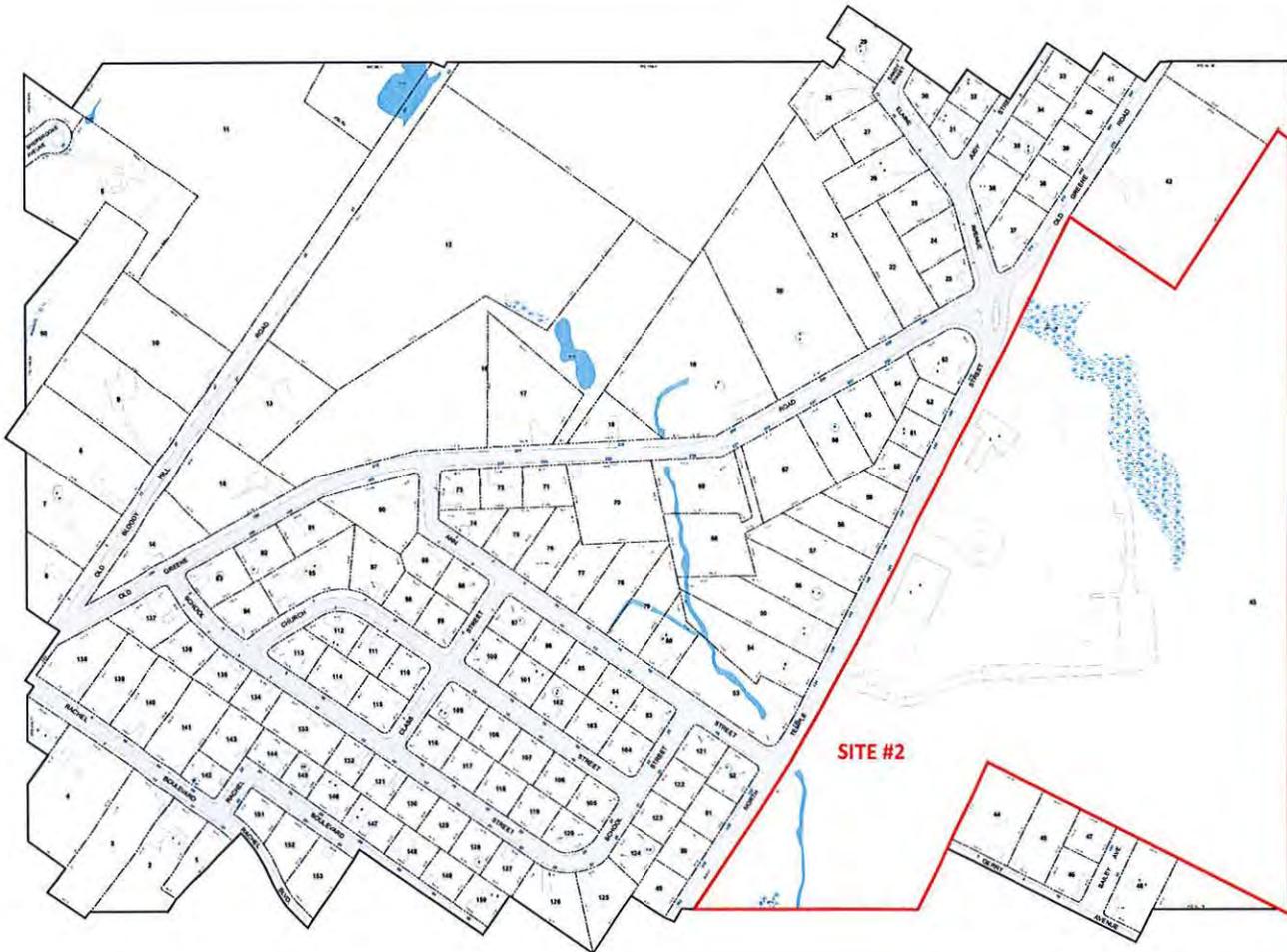
- Planimetric Legend:**
- Barbed Fence
 - Watercourse
 - Foundation
 - Ditch
 - Pave
 - Water
 - Dike
 - Bank, Parking, Rake
 - Abuse Course, Pave
 - Swimming Pool
 - Leak or Bad, Best, Canal
 - Concrete or Asphalt Pavement
 - Stormwater Collection Pond
 - Wells, Springs

Scale: 1" = 100'

Tax Map
Effective April 1, 2016
to March 31, 2017

110	89	51
119	90	62
120	81	63

Lewisville
Map of Lewisville, NC 27044





CITY OF LEWISTON

Map of the City of Lewiston, Maine, showing the location of the City and the location of the City of Lewiston. The City of Lewiston is located in the County of Androscoggin, State of Maine. The City of Lewiston is a City of the Second Class. The City of Lewiston is a City of the Second Class. The City of Lewiston is a City of the Second Class.



The Map Index Indicator

Legend

- City Lines
- Parcel Line
- Water
- Excerpt
- Map of Maine Home Lot
- Proposed Subdivision
- Street Address
- The Map Lot No.
- Lot Dimension
- Lot Area

Planimetric Legend

- Building
- Structure
- Foundation
- Well
- Pole
- Sign
- Bank
- Bank, Parking Walk
- Abandoned Farm
- Scenic Point
- Land or Pond, Water Canal
- Sewer or Appurtenant
- Stormwater Collection Field
- Street, Driveway

Scale: 1" = 100'

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Tax Map
Effective April 1, 2018
to March 31, 2017

117	88	89
118	89	91
119	90	92

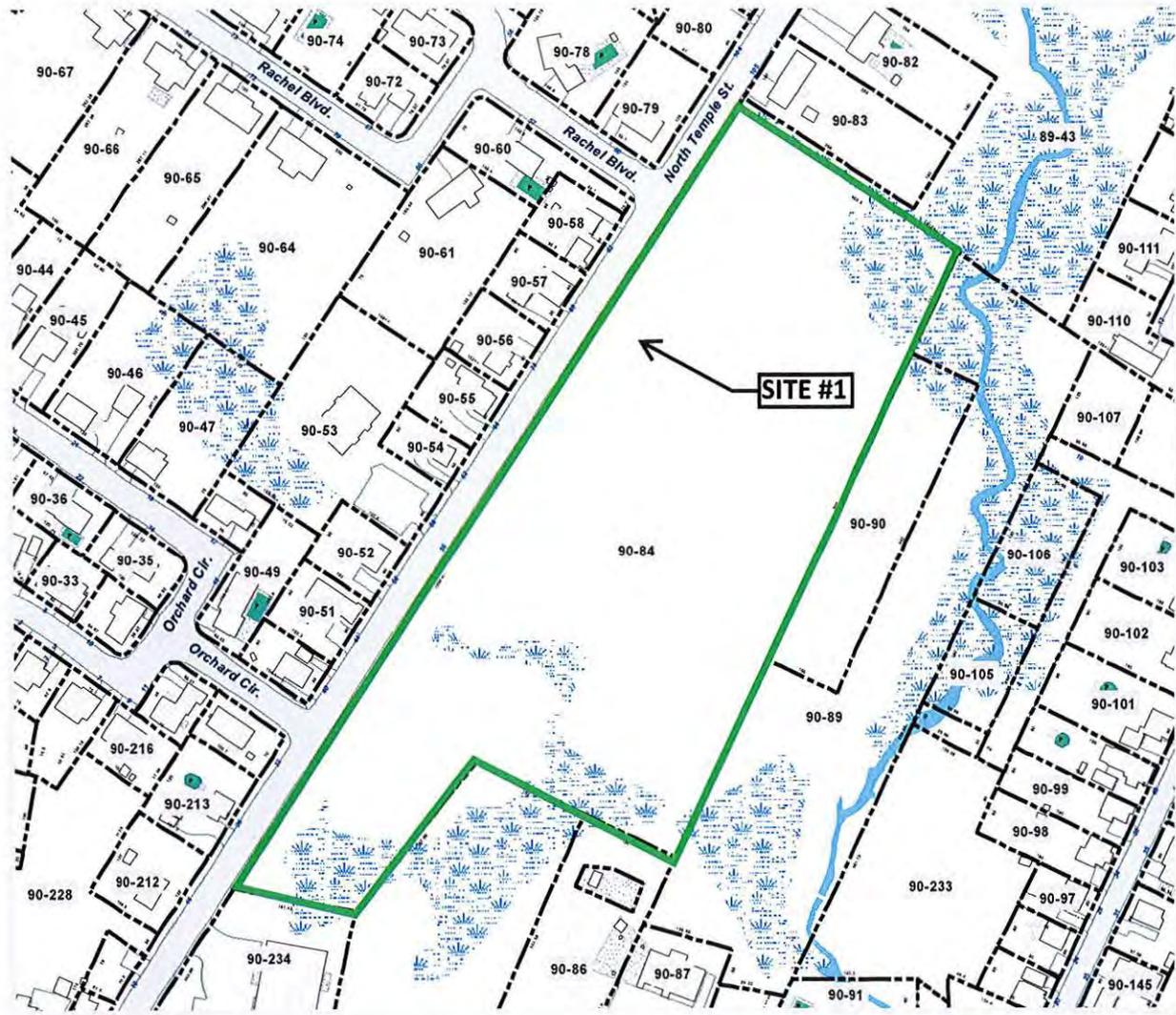
Lewiston

City of Lewiston, Maine 04240

Site #1: 55 North Temple Street

- Parcel Map (90/84)
- SP101 – Site Selection 55 North Temple Street
- View of site location from North Temple Street
- Signalized intersection at Sabattus Street and North Temple Street

DRAFT





CITY OF LEWISTON

This Map is provided by the City of Lewiston, ME Mapping shows on is for general reference. The City of Lewiston shall not be held liable for damages due to discrepancies, and makes no warranty of accuracy of map. Field verification is required. This map is not printed scale.



Legend

	Property Line
	R.O.W.
	Boundary
	Water
	22
	48
	Lot Dimension
	Utility

Planimetric Legend:

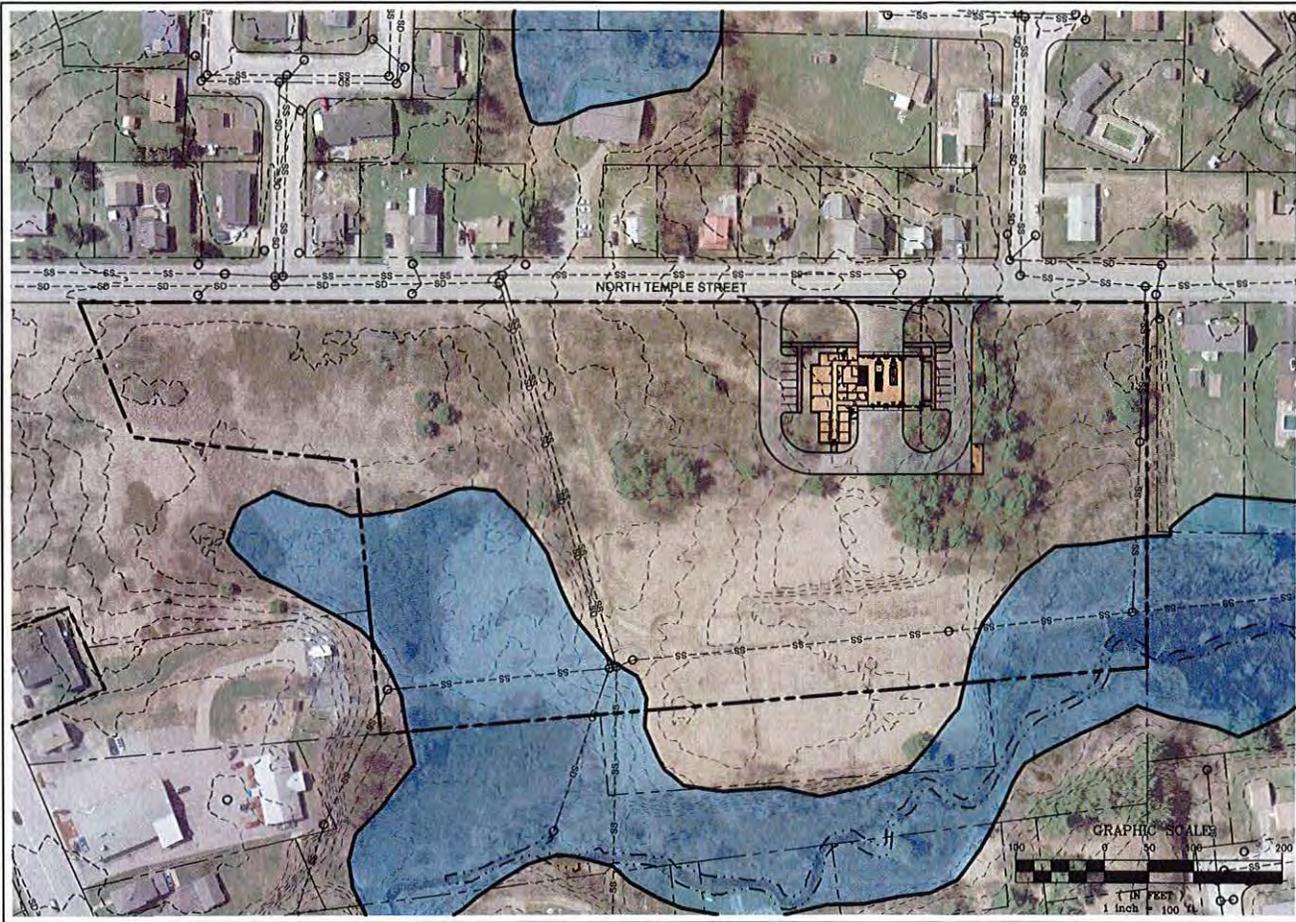
	Building
	Tree
	Fence
	Pole
	Sign
	Well
	Drainage
	Water
	Street

Cadastral mapping displayed is intended for assessment purposes only, and shall not be used in place of a boundary survey. Do not use for description, delineation, or transfer of property.

Map-Lot 90-84
 66 NORTH TEMPLE ST

Tax Mapping Effective April 1, 2016 to March 31, 2017





WBRC
 ARCHITECTS - ENGINEERS
 1000 W. 10th St., Suite 100
 Lewiston, ME 04240
 (207) 251-1234

PROJECT:
**LEWISTON FIRE
 STATION STUDY**

SHEET TITLE:
**SITE SELECTION
 55 NORTH TEMPLE ST.**

SCALE: 1"=100'

WBRC CAD FILE: 413700-SP101

PROJECT No. 4137.00

JOB CAP/DRAW: JWB

PM: MLW

CHECKED BY: JSK

DATE: 10.20.17

SHEET No.

SITE #1

© 2017 WBRC

Lewiston Fire Department Site Selection

55 North Temple Street



Google Earth

© 2017 Google



5.32 ft



SIGNALIZED INTERSECTION AT SABATTUS STREET AND NORTH TEMPLE STREET

Site #2: 151 North Temple Street

- Parcel Map (89/43)
- SP102 – Site Selection 151 North Temple Street
- View of site location from North Temple Street
- Signalized intersection at Sabattus Street and North Temple Street

DRAFT



WBRC
 ARCHITECTS - ENGINEERS
 1000 WEST 10TH AVENUE
 SUITE 1000
 DENVER, COLORADO 80202

PROJECT:
**LEWISTON FIRE
 STATION STUDY**

SHEET TITLE:
**SITE SELECTION
 157 NORTH TEMPLE ST**

SCALE: 1"=100'

WBRC CAD FILE: 413700-SP101

PROJECT No. 4137.00

JOB CAP/DRAW: JWB

PA: MLW

CHECKED BY: JSK

DATE: 10.20.17

SHEET No.

SITE #2

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Lewiston Fire Department Site Selection

151 North Temple Street



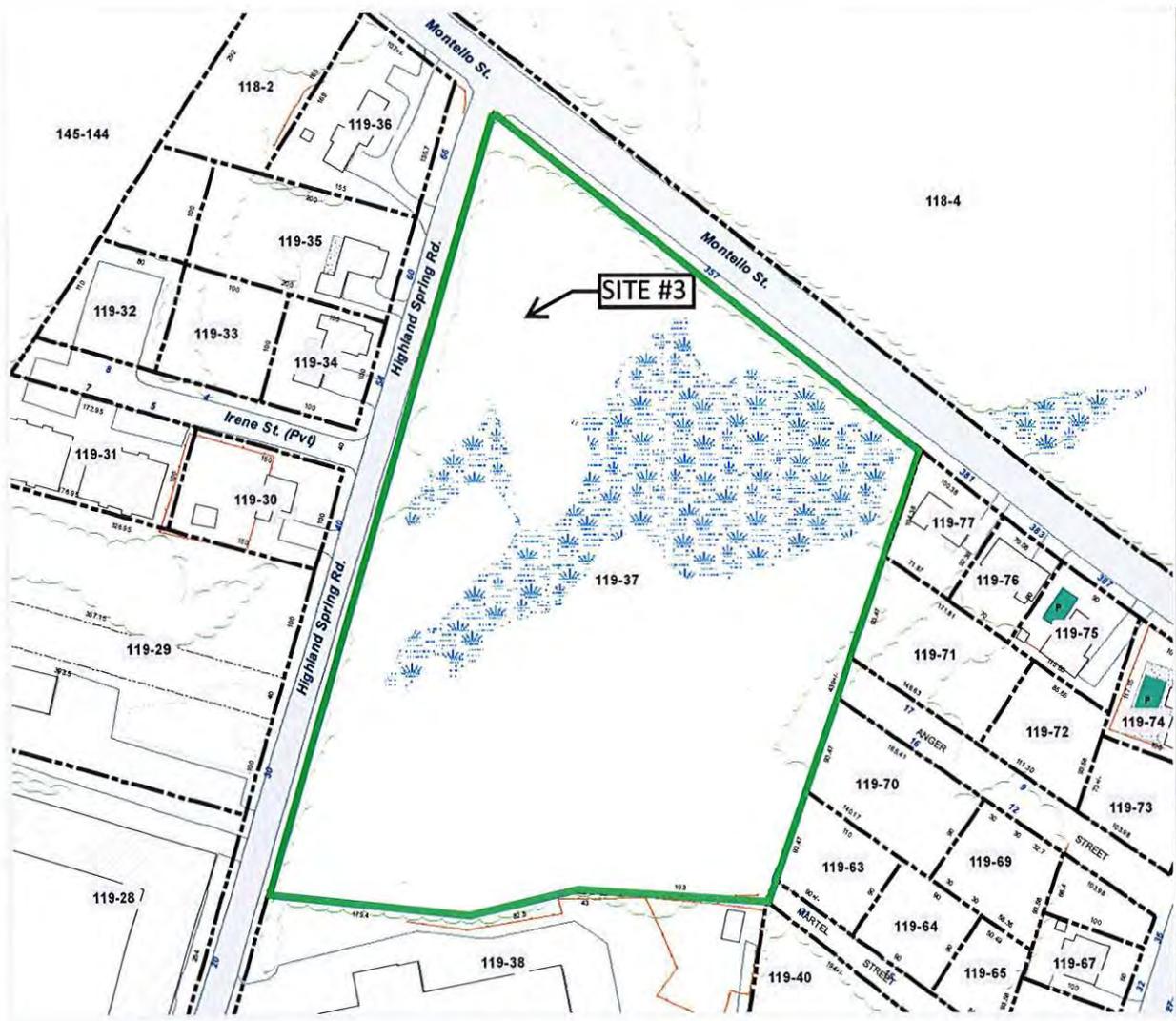
Google Earth

© 2017 Google

8.55 ft



SIGNALIZED INTERSECTION AT SABATTUS STREET AND NORTH TEMPLE STREET





CITY OF LEWISTON

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Legend

	Parcel Line
	Easement
	Water in Street
	Street Address
	Tax Map Lot
	Lot Center
	Utility Pole

Planimetric Legend:

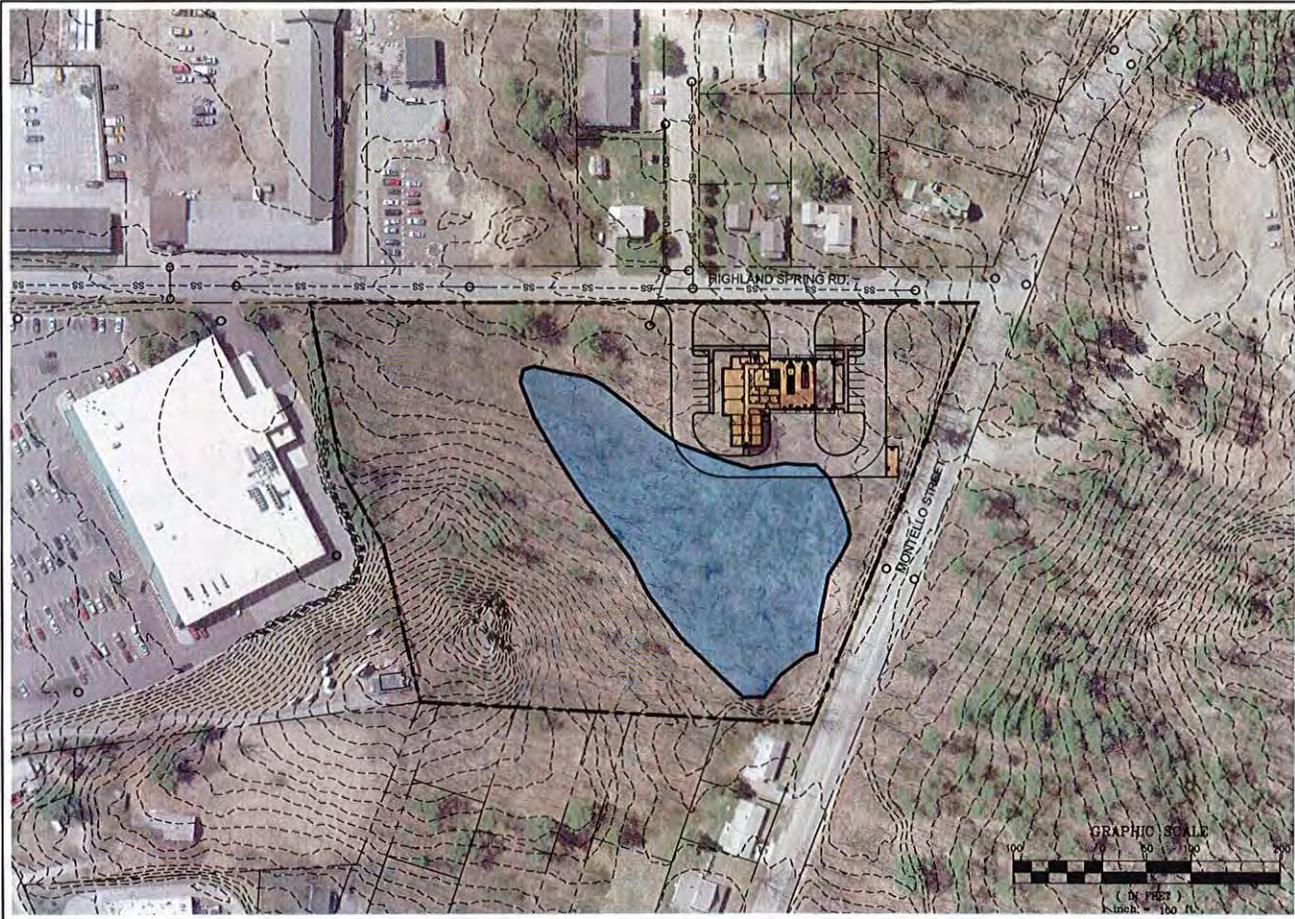
	Building
	Shed
	Fence
	Utility Pole
	Water in Street
	Sewerage Pipe
	Lake or Pond
	Swamp or Open Field
	Stormwater Detention Pond
	Street Sign

Cadastral mapping displayed is intended for assessment purposes only and shall not be used in place of a boundary survey. Do not use for description, delineation, or transfer of property.

Map-Lot
119-37
367 MONTELLO ST

Tax Mapping
Effective April 1, 2016
to March 31, 2017





WBRC
 ARCHITECTS - ENGINEERS
 1000 W. 10th Street
 Lewiston, ME 04240
 (207) 252-2200

PROJECT:
LEWISTON FIRE STATION STUDY

SHEET TITLE:
**SITE SELECTION
 357 MONTELLO ST**

SCALE: 1"=100'

WBRC CAD FILE: 413700-SP101

PROJECT No. 4137.00

JOB CAP/DRAW. JWB

PM: MLW

CHECKED BY: JSK

DATE: 10.20.17

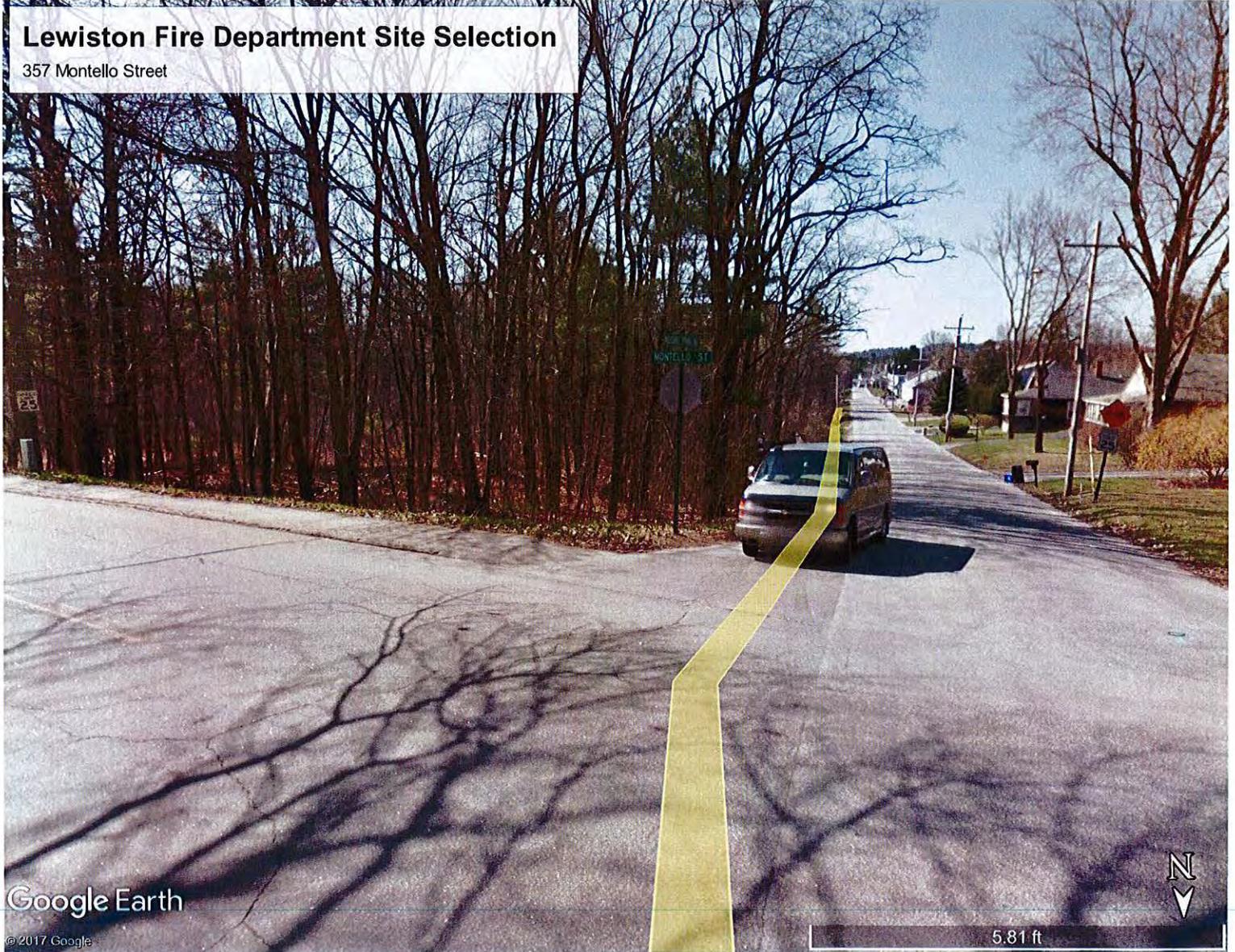
SHEET No.

SITE #3

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Lewiston Fire Department Site Selection

357 Montello Street



Google Earth

© 2017 Google

5.81 ft



UNSIGNALIZED INTERSECTION AT SABATTUS STREET AND HIGHLAND SPRING STREET

Site #4: 1018-1024 Sabattus Street

- Parcel Map (90/163, 90/196, 90/166)
- SP104 – Site Selection 1018-1024 Sabattus Street
- View of site location from Sabattus Street
- Signalized intersection at Sabattus Street and Grove Street





CITY OF LEWISTON

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Lewiston 5

Legend

- Easement
- Alley
- Easement
- Main Street
- Street Address
- Tax Parcel Line
- Lot Dimension
- Utility Pole

Metrimetric Legend:

- Sewer
- Water
- Electric
- Gas
- Fire
- Cable
- Telephone
- Sewer
- Water
- Electric
- Gas
- Fire
- Cable
- Telephone

Cadastral mapping displayed is intended for assessment purposes only, and shall not be used in place of a boundary survey. Do not use for description, delineation, or transfer of property.

Map-Lot 90-165
1022 SABATTUS ST

Tax Mapping Effective April 1, 2016 to March 31, 2017







CITY OF LEWISTON

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Lewiston

Legend

---	Parish Line
---	Acres
---	Eastern
---	West of Main St. W
22	Street Address
48	Tax Map Lot Line
109.35	Lot Dimension
(---)	Loty Pch

Planimetric Legend:

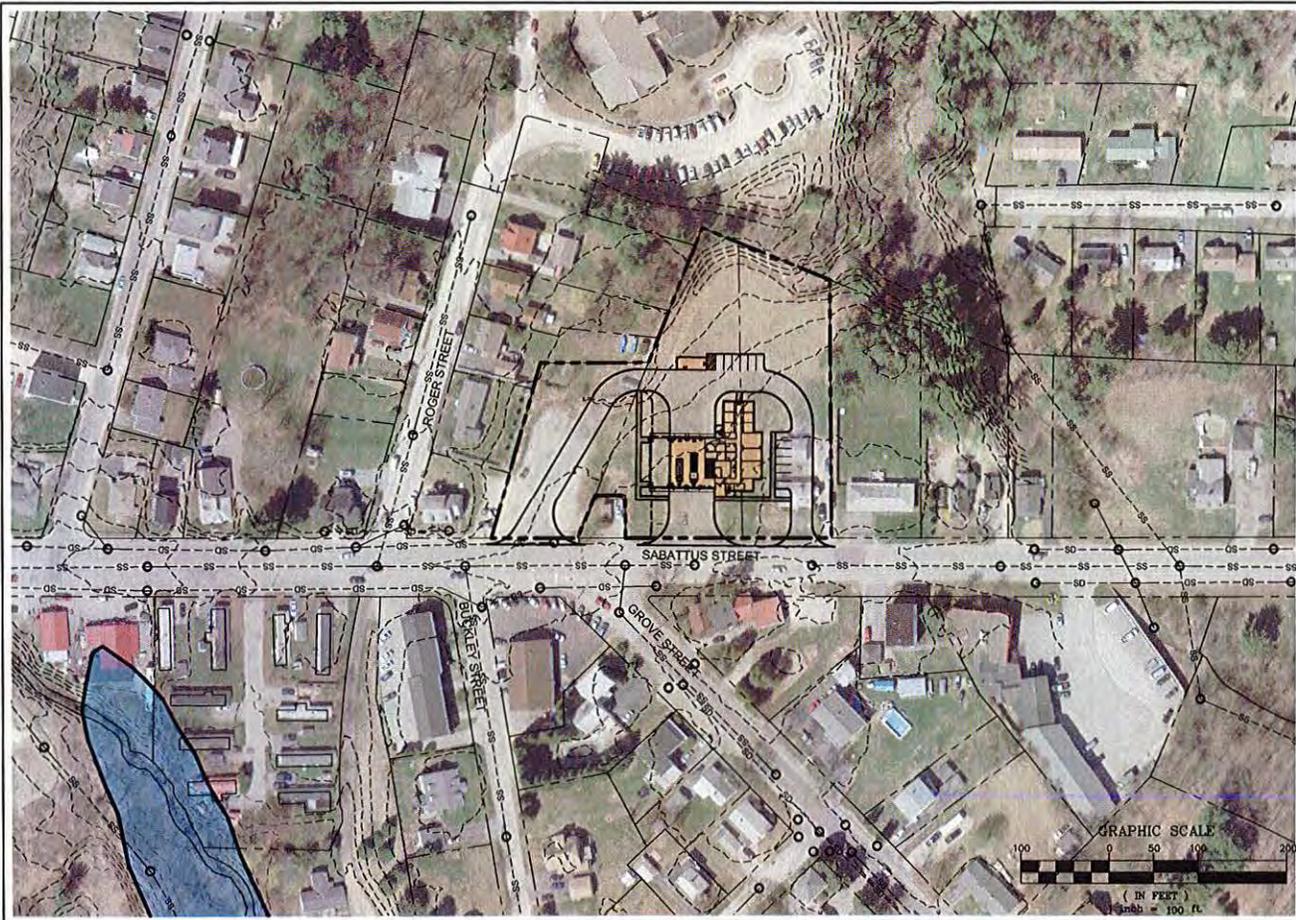
○	Building Shell
○	Water Line
○	Fire Hydrant
○	Well
○	Manhole
○	Water
○	Power
○	Electric Meter
○	Water Meter
○	Sanitary Pad
○	Land of Public Trust (Civil)
○	Land of Public Trust (Crown)
○	Gravel Pad or Shell

Cadastral mapping displayed is intended for assessment purposes only, and shall not be used in place of a boundary survey. Do not use for description, delineation, or transfer of property.

Map-Lot
90-166
 1024 SABATTUS ST

Tax Mapping
 Effective April 1, 2016
 to March 31, 2017

Lewiston



WBRC
 ARCHITECTS - ENGINEERS
 1000 W. 10th Street
 Lewiston, ME 04240

PROJECT:
**LEWISTON FIRE
 STATION STUDY**

SHEET TITLE:
**SITE SELECTION
 1024 SABATTUS ST.**

SCALE: **1" = 100'**

WBRC CAD FILE: **413700-SP101**

PROJECT No.: **4137.00**

JOB CAP/DRAW: **JWB**

PM: **MLW**

CHECKED BY: **JSK**

DATE: **10.20.17**

SHEET No.:

SITE #4

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Lewiston Fire Department Site Selection

1018 Sabattus Street



Google Earth

© 2017 Google

8.15 ft

Lewiston Fire Department Site Selection

1022 Sabattus Street



Google Earth

© 2017 Google



5.23 ft

Lewiston Fire Department Site Selection

1024 Sabattus Street



Google Earth

© 2017 Google

7.35 ft





**SIGNALIZED INTERSECTION AT SABATTUS STREET AND GROVE STREET
(SITE #4 ON RIGHT)**