

**CITY OF LEWISTON**  
**PLANNING BOARD MEETING**  
Monday, March 11, 2019 – 5:30 P.M.  
City Council Chambers – First Floor  
Lewiston City Building  
27 Pine Street, Lewiston, ME

## **AGENDA**

**1. ROLL CALL**

**2. ADJUSTMENTS TO THE AGENDA**

**3. CORRESPONDENCE**

**4. PUBLIC HEARINGS:**

- a. A request by Avesta Housing for a Contract Zone for property located at 111 Blake Street and 82 Pine Street, to rezone the properties from the Downtown Residential (DR) District to the Centreville (CV) District to allow the development of a 35 unit multi-family dwelling.

**5. OTHER BUSINESS:**

- a. Staff updates

**6. READING OF THE MINUTES:** Motion to adopt the February 25, 2019 draft minutes

**7. ADJOURNMENT**



## CITY OF LEWISTON

### Department of Planning & Code Enforcement

**TO: Lewiston Planning Board**

**FROM: Douglas Greene, City Planner**

**DATE: March 11, 2019**

**RE: Proposed Contract Rezoning of 111 Blake Street and 82 Pine Street**

Avesta Housing has submitted a request to contract zone properties located at 111 Blake Street and 82 Pine Street from the Downtown Residential (DR) district to the Centreville (CV) district. Re-zoning the property would allow for the development of a 35 unit, multi-family structure. Article XVII, Section 5 (b)(4) and 5(c) of the Zoning and Land Use Code contains the requirements the Planning Board must follow in making a recommendation that will be forwarded to the City Council for their subsequent action.

#### ARTICLE XVII. AMENDMENT AND OTHER LEGAL PROVISIONS

##### Sec. 5. Amendments.

(b) *Proposed amendments.*

(4) Conditional or contract zoning. Proposals to rezone may include those for conditional or contract zoning pursuant to 30-A M.R.S.A. section 4352(8) as amended. Such a rezoning should be limited in its application and only be authorized where for reasons such as the unusual nature or unique location of the development proposed, the city council finds it necessary and appropriate to impose, by agreement with the property owner or otherwise, certain conditions or restrictions in order to ensure that the rezoning is consistent with the city's comprehensive plan. Nothing in this section shall authorize either an agreement to change or retain a zone or a rezoning which is inconsistent with the city's comprehensive plan. A proposal for conditional zoning shall contain, in addition to the requirements imposed hereby for other amendments, a written statement of the conditions regarding the use of the subject property which the proponent requests be imposed which are not generally applicable to other properties similarly zoned. A proposal for contract zoning shall contain, in addition to the requirements imposed hereby for other amendments, a proposed written contract which the proponent requests that the city enter into with the owner of the property affected by which, in consideration of the rezoning of said property, certain conditions or restrictions not imposed on other similarly zoned properties would be imposed.

(c) *Amendment procedure.*

(1) The planning board shall hold a public hearing on any proposal to amend this Code. Public hearings on proposals initiated by reference from the city council or by petition shall be held within thirty (30) days after the proposal has been

submitted to the planning board, unless a greater number of days is authorized by the city council.

- (2) The planning board shall make its report and recommendation on the proposal to the city council not more than fifteen (15) days after the public hearing has been closed. The failure of the board to issue its report constitutes approval of the proposal.
- (3) The planning board's recommendation to the city council shall address the proposal's conformance with the comprehensive plan.

Avesta Housing has purchase and sales agreements on two vacant properties located at 111 Blake Street and 82 Pine Street that combine for a total of .33 acres (14,374 s.f.). The properties have been vacant since a fire destroyed the previous buildings. The property is currently zoned Downtown Residential (DR). (Attachment 1 map) Avesta Housing is proposing a mixed-income, 35-unit residential development with 3 floors of housing and a lower level parking area. The applicant has submitted a petition and complete contract zone application that includes "Reasons for the Proposed Amendment" which describes the need for the development, a list of conditions that includes a detailed space and bulk table for the properties, and a description of how this proposal complies with the Comprehensive Plan.

The proposed contract zoning area is located a half a block (130 feet) from the Centreville (CV) district along Bates Street. The current zoning of Downtown Residential (DR) district allows a density of one dwelling unit per 1,250 s.f. of lot area. The applicant's contract zoning application requests a density of 400 s.f. per dwelling unit, which would allow the proposed 35 dwelling units. The applicant is also proposing specific changes to the space and bulk requirements for front, side, and rear building setbacks and yards, impervious and lot coverage ratios, open space, building height, and a requirement for an elevated first floor. The contract zone allows those uses already permitted in the underlying DR district and limits uses allowed in the CV district. These contract zone restrictions are found in more detail in the applicant's narrative and on the contract zone comparison chart (Attachment 2).

Also included in this staff report is an email from Catherine Elliot to David Hediger that responds to concerns brought to staffs attention about the management of Avesta Housing's in Oxford County back in 2011. (Attachment 3)

Public notice of this hearing is required pursuant to MRS 30-A, Section 4352(8) and Article XVII, Section 5(d) of the Zoning and Land Use Code. The Planning Board held a public hearing on February 25, 2019, voting 6-1 to send a favorable recommendation to the City Council to adopt the contract zoning request. Legal ads were published accordingly; however, the notice that is required to be mailed to the abutters was not provided. This did not come to staff's attention until after the public hearing. In effort to make sure due process is adhered to and followed, the Planning Board must hold a second public hearing, essentially providing the public and Board another opportunity to consider the rezoning request. The required public notices have been provided for this hearing.

The Planning Board should make its recommendation to the Council based only on the information presented at this public hearing, not what was brought forward at the last meeting. If something was discussed at the first meeting and not at this meeting, Board members should be

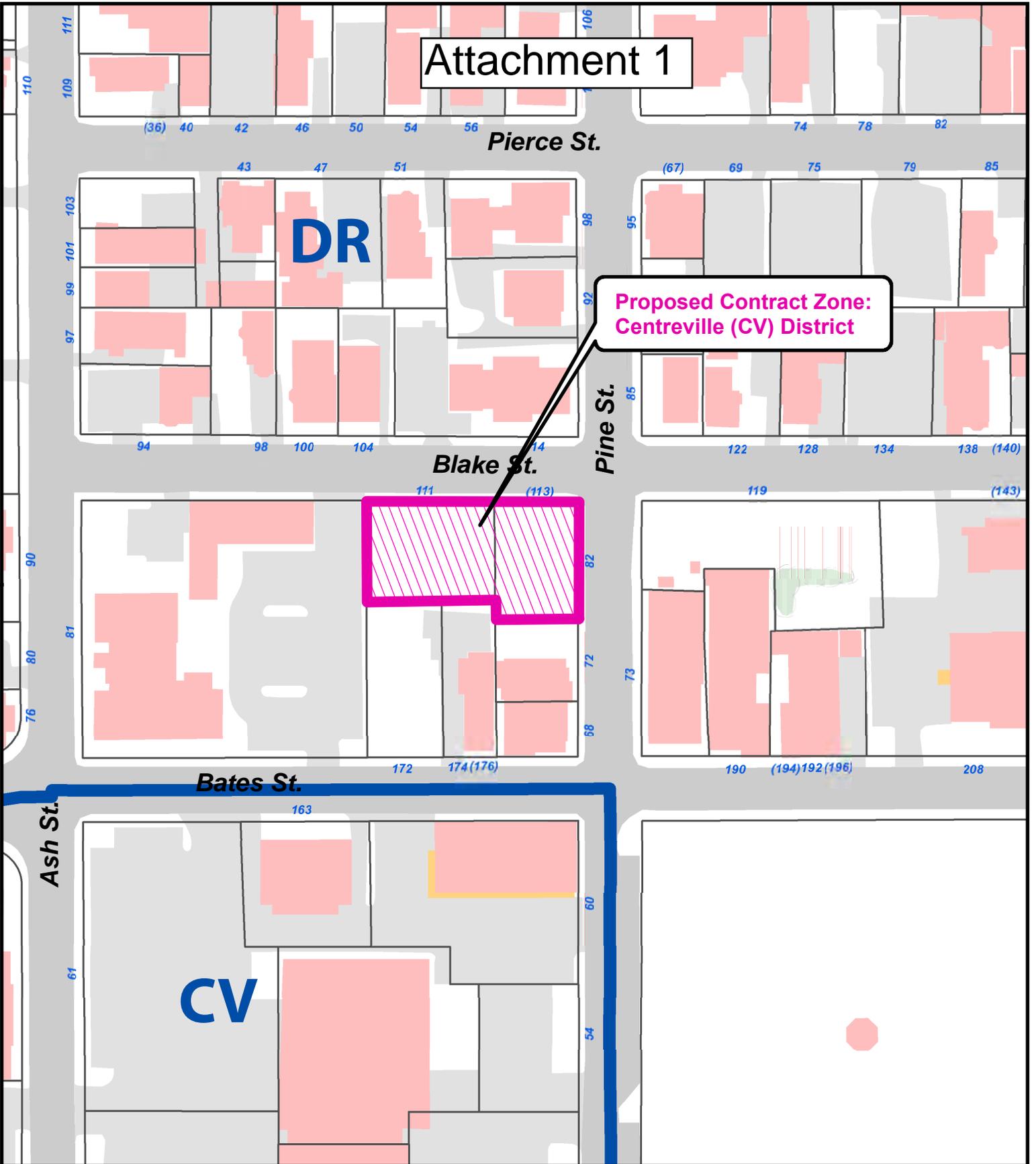
sure that information is entered into the record by providing that information during the hearing or through questions directed to the applicant or those attending the meeting. The Board's finding should be based only on the information presented at the March 11th meeting.

**ACTION NECESSARY**

Make a motion 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 for the Contract Zoning request by Avesta Housing for properties located at 111 Blake Street and 82 Pine Street with the findings:

- the applicant has submitted a complete application
- the applicant proposes uses consistent with the existing and permitted uses within the original district, that being the Downtown Residential district
- the conditions and restrictions imposed related only to the physical development or operation of the property
- the application is consistent with the goals and objectives of the Legacy Lewiston Comprehensive Plan

# Attachment 1



Proposed Contract Zone:  
Centreville (CV) District

Proposed Contract Zone: Centreville (CV) District

## 111 Blake Street & 82 Pine Street



February 2019

Attachment 2  
Contract Zone Comparison Chart

**Space and Bulk Table: Proposed Contract Zone**

Dimensional Requirements (13)	Downtown Residential (DR)	Centreville (CV)	PROPOSED Contract Zone
<b>Minimum lot size with public sewer</b>			
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	None	None
<b>Minimum lot size without public sewer (3)</b>			
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			
Other uses			
<b>Minimum net lot area per d.u. with public sewer</b>			
Single family detached			
Single family attached			
Two-family dwellings			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
All permitted residential uses	1250 sf	None	400 sf
<b>Minimum net lot area per d.u. without public sewer</b>			
Single family detached, mobile homes on individual lots (24)			
Single family attached			
Two-family dwellings			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
All permitted residential uses			
<b>Minimum frontage</b>			

Single family detached, mobile homes			
Single family attached			
Two-family dwellings			
Single family cluster development (with multiple vehicular accesses)			
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	50 ft	25 ft	50 ft
<b>Minimum front setback</b>			
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			
Agriculture			
Religious facilities			
Veterinary facilities			
Other uses			
All permitted uses	None	None	4 ft
<b>Minimum front yard</b>			
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	None	None	4 ft
<b>Minimum side and rear setback</b>			
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	None	4 ft
<b>Minimum side and rear yard</b>			
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 (required on one side)	None	4 ft (required on one side)
<b>Maximum height</b>			
Agriculture			
Other permitted uses	60 ft	No less than 20 ft; no greater than 150 ft	60 ft
Hospital, nursing homes and medical offices			
<b>Ratios</b>			
Maximum lot coverage		1	
Maximum impervious coverage	0.75	1	0.85
Maximum building coverage (NEW)	n/a	n/a	0.75
<b>Other requirements</b>			
First floor offset from grade (NEW)	n/a	n/a	20"

**Notes:**

- (1) This development shall meet the requirements set forth in Article XIII, Section 8.
- (3) Or a larger minimum lot size based on the requirements of the Maine Subsurface Wastewater Disposal Rules.
- (14) This development shall meet the requirements set forth in Article XIII, Section 8.
- (24) Minimum lot size may be reduced by the Planning Board for single family cluster developments pursuant to Article XIII, Section 8.

Attachment 3

**From:** [Catherine Elliott](#)  
**To:** [David Hediger](#)  
**Cc:** [Dana Totman](#); [Rebecca Hatfield](#); [Greg Payne](#); [Shawn Yardley](#); [Tom Platz](#); [Douglas Greene](#)  
**Subject:** RE: History of Avesta  
**Date:** Thursday, February 28, 2019 3:54:25 PM

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Hi David,

I appreciate the concern about the reports on faulty inspections in Oxford County back in 2011. The housing units involved were owned and managed by private landlords, not Avesta Housing. A former Avesta employee inadequately inspected some of the units on behalf of MaineHousing. As soon as the issue was identified, Avesta made personnel changes, helped relocate tenants, terminated the relationship with the landlords, and worked with MaineHousing to strengthen inspection and quality-control procedures. We also worked together to move this third-party inspection program back under MaineHousing's umbrella, where it really belonged.

Since 2011, MaineHousing, banks, and investors have invested in Avesta Housing with confidence, and together we have added 18 new affordable developments with 570 new homes. Avesta is committed to developing and managing housing of the highest quality. We own and/or manage 2,500 affordable homes, and it's our goal to make sure each and every one of those homes is clean, safe, and affordable. Our staff take pride in the homes that we manage and the inspection scores we receive. We welcome the opportunity to show anyone the quality of our work. If anyone on the Planning Board or staff would like to tour any of our properties in Maine or New Hampshire, I would be happy to arrange that.

If you have any additional questions or concerns, please let me know.

Thanks,

**Catherine Elliott**

*Development Officer*

Avesta Housing

307 Cumberland Ave. | Portland, ME 04101

o: 207-245-3345 | c: 207-650-0289 | f: 207-553-7778

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



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**From:** David Hediger <DHediger@lewistonmaine.gov>  
**Sent:** Tuesday, February 26, 2019 5:12 PM  
**To:** Catherine Elliott <CElliott@AvestaHousing.org>  
**Cc:** Douglas Greene <DGreene@lewistonmaine.gov>  
**Subject:** History of Avesta

Catherine:

I received a voicemail today from the Planning Board member concerned about reports of Avesta being found to have faulty inspections completed of properties in Oxford or Oxford County. A quick search on-line suggests issues existed in Norway, Maine. The Board member has serious concerns and is looking for clarification on this situation and inspection activity associated with Avesta's units.

Please advise as I can share this information with the Board in advance of our next meeting. In addition, this is something it appears you may want to be prepared to address at that meeting, too.

Thanks.

David Hediger  
Director Planning and Code Enforcement  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240-7201  
Phone 207.513.3125 ext. 3222  
TDD/TTY 207.513.3007  
[www.lewistonmaine.gov](http://www.lewistonmaine.gov)

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David Hediger  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240

March 6, 2019

RE: Contract Zone for 111 Blake Street & 82 Pine Street

Dear Mr. Hediger,

I am pleased to submit the attached Contract Zone request on behalf of, Avesta Housing, who is acting as the development consultant for Community Concepts. As you know, Community Concepts will be the owner of the site and development in question. These materials are submitted with the intention of appearing before the Planning Board for discussion and vote on Monday, March 11, 2019.

As we have discussed, this Contract Zone will facilitate redevelopment of two vacant parcels in Lewiston's downtown core. 111 Blake Street and 82 Pine Street have been vacant since 2013, when the multifamily apartment buildings previously at these addresses burned and were subsequently razed.

Community Concepts intends to replace the housing that was destroyed in 2013 and remediate the contaminated soils that resulted from the 2013 fires. The proposed 35-unit mixed-income multifamily apartment building will consist of a mixture of one-, two-, and three-bedroom units to provide homes for individuals and families of all ages. Of the total units, 20% will be market-rate.

The attached Contract Zone proposes a compromise between the requirements for the current Downtown Residential (DR) zone and the abutting Centreville (CV) Zone, which is located less than a block from the proposed development site. The primary purpose of the contract zone is to loosen the density restrictions of the DR zone, but it does also impose some additional restrictions on the property that do not currently exist within either the DR or CV zone. This is to ensure that the proposed development is designed and built in a way that is consistent with the neighborhood as it is now and as it is envisioned to be in the future.

Please do not hesitate to contact me should you have any questions.

Respectfully Submitted,

  
Catherine Elliott

Encl: Appendix A – Request for Contract Zone  
Receipt for payment of submission fees  
Proof of ownership interest in 111 Blake Street and 82 Pine Street  
32 Validated Petition Signatures

Cc: Shawn Yardley, Community Concepts

**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 111 Blake Street and 82 Pine Street (the "Property") as recorded in the Androscoggin County Registry of Deeds Book 9291 Page 329 and Book 6764 Page 348, respectively, and as described in Exhibit A and depicted on Exhibit B, both of which are attached hereto as follows. This contractually rezones the Property from the Downtown Residential (DR) District to the Centreville (CV) District with some additional 1) Land Use, and 2) Space & Bulk requirements to ensure neighborhood fit.

Notwithstanding the foregoing, in the event that the Property is not transferred by the current owners, Ruso LLC with respect to 111 Blake Street and ASM Properties, LLC with respect to 82 Pine Street (together, the "Sellers"), to Blake & Pine LP, Avesta Housing Development Corporation ("AHDC"), or another entity affiliated with AHDC, the establishment of the contract zone as set forth herein shall terminate and shall revert to the underlying Downtown Residential (DR) District (the "Termination of Contract Zone"), and Sellers shall sign and record an Affidavit in said Registry providing notice of the Termination of Contract Zone.

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**REASONS FOR THE PROPOSED AMENDMENT**

The reason for the proposed amendment is to allow development of a 35-unit multi-family dwelling, as defined by the Zoning and Land Use Code, Article II, Section 2. Definitions, at the property located at 111 Blake Street and 82 Pine Street (the "Property") and currently zoned as the Downtown Residential (DR) district.

The Property of .33 acres consists of two vacant parcels that were previously used for multi-family dwellings. These parcels have been vacant since the multi-family dwellings previously located on the site were destroyed by fire in 2013. The proposed development for this Property is a 35-unit mixed-income multi-family dwelling with three floors of housing and one partially underground floor to support building operations (storage, utility, mechanical, office, parking, etc.), for a total of four floors. The building will feature a community space, laundry facilities, secure entry, and an elevator that will serve all four floors. The building will meet or exceed all health and safety codes and will incorporate sustainable design and construction practices where possible. Numerous City documents, including the Comprehensive Plan and the work associated with Choice Neighborhoods, as well as a recent market study commissioned by the developer, substantiate the need for this type of housing in this area of Lewiston.

The proposed multi-family apartment building is an allowable use in the DR district and no use allowance is required in the contract zone for the development of the proposed building. That said, to restrict unwanted development on the Property, this contract zone does somewhat restrict the allowable uses. For example, commercial business offices would not be allowed, nor would hotels, movie theaters, hospitals, medical clinics, single-family homes, lodging houses, bed and breakfasts, or family day cares, all of which are permitted or conditional uses of the DR district. This is to help preserve the residential nature of this area of the downtown, increase density, and provide much-needed housing in Lewiston's downtown. Please see below for the Land Use table proposed for this contract zone.

This contract zone makes small adjustments to the Space and Bulk requirements to allow development that is responsive to the neighborhood landscape and the City's goals for residential development. These adjustments are discussed below and listed in the Space & Bulk table proposed for this contract zone.

### **Density**

The DR restricts construction of new residential dwellings on the Property to a density of one unit per 1250sf. This contract zone proposes a density restriction of 400sf per unit to allow construction of 35 units. The nearby CV zone does not have any density requirements and is located less than 200 feet from the Property, and the Property is less than 500 feet from the part of the Bates/Walnut/Blake/Birch block that is zoned as a CV overlay. Given that the CV zone allows unrestricted density for multifamily housing and that the Property is just one block from the border of both the current CV zone and a CV overlay, increased density on this Property is not a steep departure from the norm for this area.

Furthermore, many residential buildings currently in the DR exceed the DR's density requirements. Under current DR zoning, the 18 units previously located at the Property could not be replaced one-for-one because the DR only allows construction of 11 units on a parcel of this size. This trend is seen throughout this area of the DR: of the 29 residential properties located within a 200-foot radius of the Property, 19 (66%) have a density that exceeds the DR restriction. Some of those 19 buildings have unit densities three or more times the DR's allowable density, such as the six-unit properties located at 85 and 95 Pine Street, and the 13-unit property located at 98 Pine Street. These higher density pockets are located on the same street as the Property, but further into the DR zone, therefore indicating that the higher density housing is not restricted to properties immediately abutting the CV zone.

The scale of the proposed higher density housing is not unprecedented in the neighborhood. Healy Terrace, located at 81 Ash Street and in the same square block as the Property, has 32 units. Blake Street Towers, located two blocks from the Property at 70 Blake Street, has 106 units. To limit the size, promote neighborhood fit, and ease the transition from the higher density CV district into the DR district, this contract zone will limit development on the Property to 35 units.

### **Side and Rear Setback**

This contract zone reduces the side and rear setbacks from the 10-feet required in the DR to a proposed 4-feet. This again finds a middle ground with the nearby CV zone, which has no side or rear setback requirements. Satellite imagery of the neighborhood indicates that many residential buildings do not have 10-feet of setback at the side and rear and that the buildings previously located at the Property were set closer than 10-feet to the side and rear property lines. Given the current uses at the abutting properties (a driveway on the Pine Street side and a parking lot on the Blake Street side), this setback will not create an imposing closeness with abutting buildings and is consistent with what is seen in the neighborhood.

### **Front setback**

This contract zone proposes a new restriction not currently seen in the DR or CV to better secure neighborhood fit of the proposed project: front setback. Most of the residential buildings surrounding the

Property have a front setback, so adding this setback requirement will promote consistency of new development with the existing neighborhood.

### **Yard**

The DR currently requires a yard of 10ft on at least one side of any building, and the nearby CV zone has no yard requirement. This contract zone splits the difference by requiring a 4-foot yard on two sides of the building, which would be achieved on the frontages with Blake and Pine. A green area is also planned for the rear of the building to provide additional recreational area for residents. Furthermore, any space beyond the building footprint that is not paved for accessibility purposes will be developed with landscaping to incorporate as much green space onto the site as possible. This request is consistent with yard trends in the neighborhood, where satellite imagery indicates inconsistent yard sizes due to driveways, surface parking, and setbacks.

### **Impervious Coverage Ratio**

This contract zone requests impervious coverage to be allowed on up to 85% of the Property. The DR zone currently allows 75% impervious coverage, whereas the CV zone allows 100% impervious coverage. The building as currently designed will not exceed 75% coverage of the Property, exclusive of walkways required for entry and accessibility purposes. Given the accessibility requirements for front and rear entry, allowing 85% impervious coverage will provide the flexibility needed to make the most efficient use of this site. As previously stated, any space beyond the building footprint that is not required to be paved will be landscaped to incorporate as much nature on the site as possible.

### **Building Coverage Ratio**

This contract zone proposes a new threshold ratio to limit building size at the Property: maximum building coverage. The building will not exceed 75% coverage of the Property, which ensures that the building does not take up more of the site than is typical for the area.

### **Building height**

This contract zone includes a restriction in building height to 60 feet, whereas the CV zone has no height restriction. Maintaining the 60-foot limit of the DR will ensure that development at the Property is consistent with the surrounding neighborhood. The building as currently designed is approx. 45 feet tall.

### **Raised first floor**

This contract zone proposes another new restriction to ensure neighborhood fit: raising the ground floor up from sidewalk grade by a minimum of 20-inches. Although this is not a requirement of either the DR or the CV zone, the first floor of most residential buildings in the neighborhood are raised off the sidewalk grade with several steps up to the entry. This creates a distinction between private and public spaces along the front of the building and affords first-floor residents additional privacy. Raising the building up from ground level will require steps and a ramp, which is one of the reasons for the requested flexibility around impervious surface coverage.

### **Summary**

To ensure neighborhood fit of future development at the Property, this contract zone proposes design elements common to this area of the downtown, including, but not limited to, a minimum front setback, a first floor that is raised from the street level, and restrictions to building height and impervious surface coverage. Where changes have been requested from the current zoning, they are responsive to and consistent with buildings found in the surrounding area, such as higher density, lower side setbacks, and a smaller yard. These proposed parameters are made in good faith with the intention to develop a building that blends into the current neighborhood to have a positive impact on the neighborhood landscape.

## 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:

- The Vision Statement & Guiding Principles identify the need to Strengthen Neighborhoods & Expand Housing Choice in accordance with the following Guiding Principles (p116):
  - “Promote distinct, safe, and vibrant neighborhoods with greater access to diverse range of affordable and market-rate housing types to meet Lewiston’s evolving population.”
  - “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.”

*The proposed contract zone promotes this vision by facilitating the development of higher-density mixed-income housing that meets the needs of individuals and families at a variety of income levels. The proposed building has a unit program designed to meet the needs of individuals and families of various sizes, and its location in the Tree Street neighborhoods provides ample opportunities for residents to engage with the neighborhood, whether for community, employment, or access to services.*

- The Conservation & Growth Map indicates that the Property is in the G-5 Growth Sector (p123), the goals for which are further discussed on page 125:
  - “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 current [...] Downtown Residential (DR) zone.”
  - “All of these should be rezoned as character-based districts to more easily enable context appropriate investment in the City center.”

*The proposed contract zone is consistent with this vision because it promotes new residential development in an area that has been identified by the City for growth. As an infill site, development at this site will draw on existing infrastructure, including but not limited to utilities, transportation, and social services. Furthermore, the Comprehensive Plan supports the rezoning of areas identified for growth to support investment in the City center, which includes this Property. Given the redevelopment challenges posed by this brownfield infill site, rezoning for higher density housing is a clear way to facilitate development that promotes the City’s vision for this neighborhood.*

- The plan identifies several Character Districts that encompass the various use types in the City and should be the focus of rezoning initiatives to better support walkable, mixed-use neighborhood centers (p126). These Character Districts include CD4 Neighborhood General, which is discussed on page 128:
  - “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 allowing full utilization of existing building and flexible parking requirements.”

*The proposed contract zone facilitates this vision by providing for the development of a mixed-income housing development at a high density in the Tree Street neighborhood, an area that has been identified as needing attention and investment. This contract zone will allow redevelopment of this Property, which has been vacant for more than five years. The site is highly walkable and directly benefits from recent changes to the City's parking requirements, therefore promoting full participation of residents in the downtown community.*

- Policy goals surrounding the vision of Strengthen Neighborhoods and Expand Housing Choice identify the need to integrate affordable housing into the fabric of the community (p172-3):
  - “The appearance of affordable housing should be analogous to middle-class housing to prevent stigmatization.”
  - “Affordable housing should not be segregated in particular areas of the city to avoid inadvertently creating pockets of poverty and neighborhoods without access to jobs, schools, and open spaces.”
  - “Neighborhoods should have a mix of affordable and market-rate housing.”
  - “Lewiston should continue to provide and enhance incentive programs for new infill mixed-income housing downtown, encouraging a mix of quality subsidized, affordable and market-rate units.”

*The proposed contract zone facilitates the policy goals of the Comprehensive Plan by creating a new mixed-income development that will provide housing for people of a variety of income levels. The market rate units will encourage higher income earners to find housing alongside individuals and families with lower incomes, which will promote integration and strengthen the community. Furthermore, new construction will expand opportunities for people with lower incomes who have limited options for safe, affordable housing given the age and condition of the City's housing stock. Finally, new construction will create a visual indication of redevelopment in the area, thus elevating the impression provided by this neighborhood.*

### **CONTRACT REZONING AGREEMENT**

The proponent requests that the official zoning map for the City be amended by removing the Property from the DR District and contract zoning the Property 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:

<b>Uses (15)(33)</b>	
Accessory use or structure	<b>P</b>
<b>Commercial-Service</b>	
Veterinary facilities excluding kennels and humane societies	
Veterinary facilities including kennels and humane societies	
Small day care facilities	<b>P</b>
Day care centers	<b>P</b>
Day care centers accessory to public schools, religious facilities, multifamily or mixed residential developments and mobile home parks	
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related	

services	
Restaurants	<b>P(1)</b>
Drinking Places	
Adult business establishments	
Hotels, motels, inns	
Movie theaters except drive-in theaters	
Places of indoor assembly, amusement or culture	<b>P</b>
Art and crafts studios	<b>P</b>
Personal services	<b>P</b>
Retail stores	<b>P</b>
Neighborhood retail stores	
Lumber and building materials dealer	
Gasoline service stations	
Gasoline service stations which are part of and subordinate to retail use	
New and used car dealers	
Recreational vehicle, mobile home dealers	
Equipment dealers and equipment repair	
Automotive services including repair	
Registered dispensary (27)	
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients	
<b>Industrial</b>	
Light industrial uses	
Industrial uses	
Building and construction contractors	
Fuel oil dealers and related facilities	
Wholesale sales, warehousing and distribution facilities and self-storage facilities	
Self-storage facilities	
Commercial solid waste disposal facilities	
Junkyards and auto graveyards	
Recycling and reprocessing facilities	
Private industrial/commercial developments (23)	
<b>Transportation</b>	
Airports or heliports	
Commercial parking facilities	<b>C(3)</b>
Transit and ground transportation facilities	<b>C</b>
Transportation facilities	
<b>Public and utility</b>	
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	<b>P</b>
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	<b>C</b>
Municipal buildings and facilities	
Preservation of historical areas; emergency and fire protection activities; bridges and public roadways	
Dams	
<b>Institutional</b>	
Religious facilities	<b>P</b>
Cemeteries	
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	<b>P</b>

Hospitals, medical clinics	
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
Civic and social organizations	
Public community meeting and civic function buildings including auditoriums	P
<b>Residential</b>	
Single-family detached dwellings on individual residential lots	
Mobile homes on individual residential lots	
Two-family dwellings	P(11)
Multifamily dwellings in accordance with the standards of Article XIII	P
Single-Family attached dwelling in accordance with the standards of Article XIII	
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(11)
Lodging houses	
Home occupations	P
Bed and breakfast establishments as a home occupation	
In-law apartments in accordance with the standards of Article XII	
Single family cluster development	
Family day care home	
Shelters	C
Dormitories	
<b>Natural Resource</b>	
Agriculture	
Farm stands	
Forest management and timber harvesting activities in accordance with the standards of Article XIII	
Earth material removal	
Community gardens (20)	P
Water dependent uses, e.g. docks and marinas	
Non-residential structures for educational, scientific or nature interpretation purposes, containing a maximum floor area of not more than ten thousand (10,000) square feet	
<b>Recreation</b>	
Campgrounds	
Public or private facilities for nonintensive outdoor recreation	P
Commercial outdoor recreation and drive-in theaters	
Fitness and recreational sports centers as listed under NAICS Code 713940	

Notes:

- (1) Excludes drive-in restaurants.
- (3) Limited to two (2) parking levels.
- (11) All new residential construction shall comply with the design standards of Article XII Sec. 22
- (15) Buildings, structures and uses accessory to permitted or conditional uses are allowed in all districts.
- (20) Shall comply with Article XII, Section 4.
- (23) Shall comply with Article XIII, Section 10.

(27) Only one allowed in the city.

(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:

<b>Minimum lot size with public sewer</b>	
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
<b>Minimum lot size without public sewer (3)</b>	
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	
Other uses	
<b>Minimum net lot area per d.u. with public sewer</b>	
Single family detached	
Single family attached	
Two-family dwellings	
Mixed single family residential development (14)	
Mixed residential development (14)	
Multifamily dwellings	
Mixed use structures	
All permitted residential uses	400 sf
<b>Minimum net lot area per d.u. without public sewer</b>	
Single family detached, mobile homes on individual lots (24)	
Single family attached	
Two-family dwellings	
Mixed single family residential development (14)	
Mixed residential development (14)	
Multifamily dwellings	
Mixed use structures	
All permitted residential uses	
<b>Minimum frontage</b>	

Single family detached, mobile homes	
Single family attached	
Two-family dwellings	
Single family cluster development (with multiple vehicular accesses)	
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	50 ft
<b>Minimum front setback</b>	
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	
Agriculture	
Religious facilities	
Veterinary facilities	
Other uses	
All permitted uses	4 ft
<b>Minimum front yard</b>	
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	None
<b>Minimum side and rear setback</b>	
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	4 ft
<b>Minimum side and rear yard</b>	
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	4 ft (required on one side)
<b>Maximum height</b>	
Agriculture	
Other permitted uses	60 ft
Hospital, nursing homes and medical offices	
<b>Ratios</b>	
Maximum lot coverage	
Maximum impervious coverage	0.85
Maximum building coverage (NEW)	0.75
<b>Other requirements</b>	
First floor offset from grade (NEW)	20"

Notes:

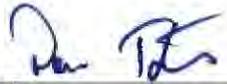
- (1) This development shall meet the requirements set forth in Article XIII, Section 8.
- (3) Or a larger minimum lot size based on the requirements of the Maine Subsurface Wastewater Disposal Rules.
- (14) This development shall meet the requirements set forth in Article XIII, Section 8.
- (24) Minimum lot size may be reduced by the Planning Board for single family cluster developments pursuant to Article XIII, Section 7.

- (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.
- (f) 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 or 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.

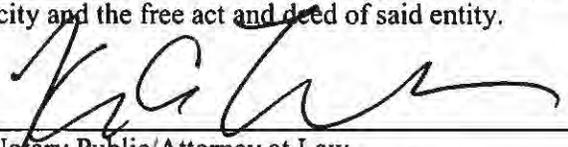
- (h) If any of the conditions are found by a court of competent jurisdiction to be invalid. Such determination shall not invalidate any of the other conditions.
- (i) Any rezoning approved by the City contractually shall be of no force or effect if the proponent fails or refuses to comply with conditions 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 and owners agree in writing to the conditions described herein.

The Proponent of this request hereby respectfully submits this Proposal as of the 4<sup>TH</sup> day of FEBRUARY, 2019.

Proponent:   
Dana Totman  
President  
Avesta Housing Development Corporation

STATE OF MAINE  
COUNTY OF CUMBERLAND

Personally appeared the above named Dana Totman, President of Avesta Housing Development Corporation, on this 4<sup>TH</sup> day of FEBRUARY, 2019 and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said entity.

  
Notary Public/Attorney at Law  
Commission Expires: NOV. 22, 2025

The Owner of 111 Blake Street hereby respectively agrees to this Proposal as of the 3rd day of February, 2019.

Owner: Normand Rousseau  
Normand Rousseau  
Manager  
RUSO LLC

STATE OF MAINE  
COUNTY OF Androscoggin

Personally appeared the above named Normand Rousseau, Manager of RUSO LLC, on this 3rd day of February, 2019 and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said entity.

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
Commission Expires:

The Owner of 82 Pine Street hereby respectively agrees to this Proposal as of the 13 day of FEBRUARY, 2019.

Owner:   
Christopher Aceto  
President  
ASM Properties, LLC

STATE OF MAINE  
COUNTY OF ANDROSCOGGIN

Personally appeared the above named Christopher Aceto, President of ASM Properties, LLC, on this 13<sup>th</sup> day of FEBRUARY, 2019 and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said entity.

  
Notary Public/Attorney at Law  
Commission Expires:

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into as of July 6, 2018, by and between RUSO LLC, a Maine limited liability company with a mailing address of P.O. Box 2675, Lewiston, Maine 04241 ("Seller") and AVESTA HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (the "Buyer")

WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy the following certain parcel of land located at 111 Blake Street, Lewiston, Maine, shown on City of Lewiston Tax Map 195, Lot 545, and described in a deed recorded in the Androscoggin County Registry of Deeds in Book 9291, Page 329, including approximately .18 acre of vacant land, together with all easements appurtenant thereto (the "Premises").

2. Purchase Price. Buyer shall pay to Seller the sum of [REDACTED] payable as follows:

(a) Deposit. [REDACTED] as a deposit (the "Initial Deposit") to be paid to a mutually agreeable party (the "Escrow Agent") at the time of the execution of this Agreement, which is nonrefundable unless Seller defaults under this Agreement, shall be credited toward the purchase price at the closing. The First Option Payment and Second Option Payment (as defined below) shall also be credited toward the purchase price at the closing.

(b) Balance at Closing. The balance of the purchase price, which shall equal the amount of [REDACTED] less the Initial Deposit, the First Option Payment and the Second Option Payment, if paid, shall be paid by certified check, bank cashier's check or wire transfer at the closing.

3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances, except standard utility easements that do not materially and adversely affect the use and enjoyment of the Premises. If title to the Premises shall not be good and marketable (subject to the foregoing) or shall prove defective in any respect, Buyer shall so notify Seller no later than thirty (30) days prior to the Closing Date. Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. Seller shall use reasonable efforts to remedy any title defects, but shall not be obligated to expend any funds to do so. In the event that said defects cannot be corrected or remedied, then Seller's and Buyer's obligations hereunder, will terminate and the Initial Deposit shall be returned to Buyer, but only if this Agreement is terminated before the end of the Inspection Period. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist.

4. Closing.

(a) Unless extended as set forth herein, this transaction shall be closed no later than November 30, 2019 at the offices of Buyer's counsel (the "Closing Date"), or if the Seller and Buyer shall mutually agree in advance, at another time and place.

(b) First Extension. The Buyer shall have the unilateral right to extend the Closing Date for an additional one year period from November 30, 2019 to November 30, 2020 (the "First Extension Period") upon payment to Buyer of an option payment of [REDACTED] (the "First Option Payment"). If the Buyer does not close on the sale on or before the end of the First Extension Period and elects not to further extend the Closing Date as provided below then the First Option Payment shall be retained by Seller, and the Agreement shall terminate and neither party shall be under any further obligation hereunder, except as provided in the following sentences. If closing does not occur prior to the end of the First Extension Period, Buyer agrees to pay Fiscal Year 2020 real estate taxes on the Premises (the "2020 Taxes"), to be paid to Seller within fifteen days of receipt of the invoice for the 2020 Taxes from the City of Lewiston. In the event that Buyer terminates the Agreement prior to the end of the First Extension Period, Seller agrees to reimburse Buyer within ten days of the date of termination for any portion of the 2020 Taxes which occurs after the date of termination of the Agreement.

(c) Second Extension. Buyer shall also have the unilateral right to extend the Closing Date for an additional one year period from November 30, 2020 to November 30, 2021 (the "Second Extension Period") upon payment to Buyer of an additional option payment of [REDACTED] (the "Second Option Payment"). If the Buyer does not close on the sale on or before the end of the Second Extension Period and no further agreement is made to extend the Closing Date, the Second Option Payment shall be retained by Seller, and the Agreement shall terminate and neither party shall be under any further obligation hereunder, except as provided in the following sentences. If the closing does not take place prior to the end of the Second Extension Period, then Buyer agrees to pay Fiscal Year 2021 real estate taxes on the Premises (the "2021 Taxes"), to be paid to Seller within fifteen days of receipt of the invoice for the 2021 Taxes from the City of Lewiston. In the event that Buyer terminates the Agreement prior to the end of the Second Extension Period, Seller agrees to reimburse Buyer within ten days of the date of termination for any portion of the 2021 Taxes which occurs after the date of termination of the Agreement.

(d) Lawn Maintenance. Seller agrees to maintain the lawn at the Premises during the term of this Agreement. Unless Buyer purchases the Premises or the Agreement is terminated prior to such dates, Buyer agrees to pay Seller [REDACTED] annually towards lawn maintenance, to be paid in September 2019, September 2020, and September 2021 within fifteen days of Buyer's receipt of an itemized invoice from Seller.

(e) At the closing, Seller shall execute and deliver to Buyer a Warranty Deed to the Premises, and such customary closing affidavits and certificates as Buyer may reasonably request.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall

bear the risk of any loss to the Premises by fire or otherwise. Seller agrees to maintain casualty insurance upon the Premises in an amount equal to at least the full purchase price. In the event of any casualty loss, Buyer shall have the alternative of either terminating this Agreement by written notice, or of accepting the insurance proceeds made available and closing notwithstanding such loss.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) The Premises and the present use thereof are now and will be as of the Closing Date in full compliance with applicable zoning, environmental and land use laws and all other applicable laws, ordinances and regulations, and there are no known structural or mechanical deficiencies in the Premises. Seller has not dumped, spilled or stored hazardous or toxic wastes or substances, as defined in applicable federal and state environmental laws, and including petroleum products (collectively "Hazardous Substances"), on the Premises in amounts that violate or require reporting or remedial or responsive action under any federal, state or local law, rule, regulation or ordinance. All underground storage tanks serving the Premises are properly registered and otherwise comply with applicable law. To the best of Seller's knowledge after reasonable inquiry, any Hazardous Substances that were on the Premises as a result of past uses of the Premises have been remediated to the satisfaction of federal and state agencies having jurisdiction. Seller has received no written notice from any governmental body or agency alleging a violation of any environmental law, rule, regulation or ordinance.

(b) There is no litigation, administrative hearing, arbitration, or any other proceeding pending or, to the knowledge of Seller, threatened against Seller or with respect to the Premises.

(c) Seller shall pay all ordinary-course-of-business expenditures due or accruing with respect to the Premises up to the Closing Date. Thereafter, Buyer shall be responsible for such expenditures.

(d) Seller agrees to maintain the Premises in the same condition they are in as of the date of this Agreement, reasonable wear and tear excepted. Prior to entering into any agreements related to the Premises with a term of greater than six (6) months, Seller agrees to get Buyer's written permission to enter into any such agreement.

(e) There are no liabilities, claims or amounts due to third parties.

(f) There are no contracts with third parties for services performed with respect to the Premises that are not terminable upon 30 days written notice.

(g) Seller is duly created and in good standing under the laws of Maine and has, or will have prior to Closing, all necessary power and authority to enter into this Agreement and to transfer the Premises to Buyer as provided hereunder.

7. Inspection. For a period of one hundred twenty (120) days following the execution of this Agreement (the "Inspection Period"), at all reasonable times upon reasonable

prior notice, Buyer shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections but shall not be obligated to expend any funds in so cooperating. Buyer shall restore the condition of the Premises following any soils test or other invasive testing. In the event Buyer is not satisfied for any reason with the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller, prior to the expiration of the Inspection Period. Upon such termination, the Initial Deposit shall be returned to Buyer and neither party shall be under any further obligation hereunder.

8. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. Costs. Seller shall be responsible for all costs associated with operating the Premises through the Closing Date, and Buyer shall be responsible for all such costs after the Closing Date. The recording fee for the deed and any expenses related to Buyer's financing will be paid by Buyer. Real estate transfer taxes shall be paid by Seller and Buyer.

10. Conditions Precedent to Buyer's obligations. Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:

(a) Buyer's receipt of binding written commitments from institutional lenders and/or investors which commit to finance Buyer's acquisition of the Premises. Buyer agrees to exercise diligent efforts to secure such financing. Buyer shall have until the Closing Date to obtain such financing, and Buyer's obligation to purchase the Premises shall be contingent on Buyer's obtaining such financing on terms and in amounts satisfactory to Buyer in Buyer's sole discretion.

(b) There shall have been no material adverse change in the condition of the Premises, occurring after the conclusion of Buyer's inspections under Section 7 above, and the Premises shall be substantially in the same condition at the Closing Date as they were at the time of the inspections, reasonable wear and tear excepted.

(c) As of the date hereof, and as of the date of closing, all of Seller's representations and warranties shall be true and correct in all material respects.

(d) Buyer shall have received a satisfactory appraisal which supports the Purchase Price, as determined in Buyer's sole discretion.

(e) Buyer shall have received all necessary federal, state and municipal permits and approvals required in connection with Buyer's intended use of the Premises.

(f) Buyer shall have received approval for the transactions described in this Agreement from its governing authorities.

(g) Buyer shall be satisfied with all its due diligence inquiries and tests of the Premises as set forth in Section 7 above.

If the conditions described in subsections (a) through (g) of this Section 10 above are not satisfied as of the date set forth above, or if no date is set forth above than by the Closing Date, Buyer shall have the option of terminating this Agreement in writing, whereupon the Initial Deposit shall be returned to Buyer (but only if Buyer terminates this Agreement before the end of the Inspection Period), and neither party shall have any further obligation hereunder.

11. Default. In the event that Buyer defaults in its obligations under this Agreement, Seller shall retain the Initial Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event of Seller's default hereunder, Buyer shall have available all remedies at law and in equity, including without limitation the right to seek specific performance.

12. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction, other than Derek Miller, CBRE / The Boulos Company, to whom Seller shall pay any commissions owed.

13. Assignment. Upon written notice to Seller, Buyer may assign this Agreement and all its rights and obligations hereunder. Upon notice of such assignment, Seller agrees to look solely to such assignee for performance of the obligations of the Buyer hereunder. **AND STEVE MORGAN OF HOMESMART REAL ESTATE NETWORK**

14. No Assumption of Liabilities. Buyer is not assuming any liabilities of Seller's, either with respect to the Premises or otherwise. Buyer shall be responsible for all operating expenses of the Premises that accrue or are incurred after the Closing Date.

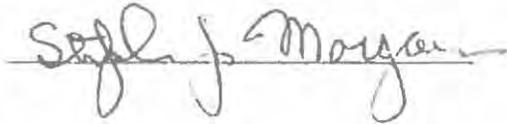
15. Miscellaneous. Time is of the essence under this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. This Agreement constitutes the entire agreement between Seller and Buyer as to the subject matter hereof and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of

Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date written above.

WITNESS:

RUSO LLC, SELLER



By: 

Name:

Its:

AVESTA HOUSING DEVELOPMENT CORPORATION, Buyer



By: 

Dana Totman, its President

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into as of June ~~27~~, 2018, by and between ASM PROPERTIES, LLC, a Maine limited liability company with a mailing address of P.O. Box 8211, Lewiston, Maine 04243 ("Seller") and AVESTA HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (the "Buyer")

WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy the following certain parcel of land located at 82 Pine Street, Lewiston, Maine, shown on City of Lewiston Tax Map 195, Lot 544, and described in a deed recorded in the Androscoggin County Registry of Deeds in Book 6764, Page 348, including approximately .15 acre of vacant land, together with all easements appurtenant thereto (the "Premises").

2. Purchase Price. Buyer shall pay to Seller the sum of [REDACTED], payable as follows:

(a) Deposit. [REDACTED] as a deposit (the "Initial Deposit") to be paid to a mutually agreeable party (the "Escrow Agent") at the time of the execution of this Agreement, which shall be credited toward the purchase price at the closing. The Second Deposit and Third Deposit (as defined below) paid shall also be credited toward the purchase price at the closing.

(b) Balance at Closing. The balance of the purchase price, which shall equal the [REDACTED] less the Deposit and the Second Deposit and Third Deposit, if paid, shall be paid by certified check, bank cashier's check or wire transfer at the closing.

3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances, except standard utility easements that do not materially and adversely affect the use and enjoyment of the Premises. If title to the Premises shall not be good and marketable (subject to the foregoing) or shall prove defective in any respect, Buyer shall so notify Seller no later than thirty (30) days prior to the Closing Date. Seller shall be given a reasonable period of time (not to exceed 30 days), after notice in writing, in which to remedy any title defects. Seller shall use reasonable efforts to remedy any title defects, but shall not be obligated to expend any funds to do so. In the event that said defects cannot be corrected or remedied, then the Deposit and the Second Deposit and Third Deposit, if paid, shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist.

4. **Closing.** Unless extended as set forth herein, this transaction shall be closed no later than November 30, 2019 at the offices of Buyer's counsel (the "Closing Date"), or if the Seller and Buyer shall mutually agree in advance, at another time and place. The Buyer shall have the unilateral right to extend the Closing Date for a period of one-year to run from November 30, 2019 to November 30, 2020 ("the 2019-2020 Option") upon payment to Buyer of an additional deposit of [REDACTED] for such extension (the "Second Deposit") to be held by the Escrow Agent; the Buyer shall have the unilateral right to extend the 2019-2020 Option for an additional one-year period from November 30, 2020 – November 30, 2021 (the "2020 – 2021 Option") upon deposit of [REDACTED] (the "Third Deposit") to be held by the Escrow Agent. If the Buyer does not close on the sale on or before November 30, 2020 and elects not to exercise the 2020-2021 Option, then the Initial Deposit shall be paid to the Seller and the Second Deposit shall be returned to the Buyer, and the Agreement shall terminate and neither party shall be under any further obligation hereunder. If the Buyer does not close on the sale on or before November 30, 2021 and no further agreement is made to extend the 2020-2021 Option, the Initial Deposit and the Second Deposit shall be paid to the Seller and the Third Deposit shall be returned to the Buyer, and the Agreement shall terminate and neither party shall be under any further obligation hereunder.

At the closing, Seller shall execute and deliver to Buyer a Warranty Deed to the Premises, and such customary closing affidavits and certificates as Buyer may reasonably request.

5. **Risk of Loss, Damage, Destruction and Insurance.** Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise. Seller agrees to maintain casualty insurance upon the Premises in an amount equal to at least the full purchase price. In the event of any casualty loss, Buyer shall have the alternative of either terminating this Agreement by written notice, or of accepting the insurance proceeds made available and closing notwithstanding such loss.

6. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

(a) The Premises and the present use thereof are now and will be as of the Closing Date in full compliance with applicable zoning, environmental and land use laws and all other applicable laws, ordinances and regulations, and there are no known structural or mechanical deficiencies in the Premises. Seller has not dumped, spilled or stored hazardous or toxic wastes or substances, as defined in applicable federal and state environmental laws, and including petroleum products (collectively "Hazardous Substances"), on the Premises in amounts that violate or require reporting or remedial or responsive action under any federal, state or local law, rule, regulation or ordinance. All underground storage tanks serving the Premises are properly registered and otherwise comply with applicable law. To the best of Seller's knowledge after reasonable inquiry, any Hazardous Substances that were on the Premises as a result of past uses of the Premises have been remediated to the satisfaction of federal and state agencies having jurisdiction. Seller has received no written notice from any governmental body or agency alleging a violation of any environmental law, rule, regulation or ordinance.

(b) There is no litigation, administrative hearing, arbitration, or any other proceeding

pending or, to the knowledge of Seller, threatened against Seller or with respect to the Premises.

(c) Seller shall pay all ordinary-course-of-business expenditures due or accruing with respect to the Premises up to the Closing Date. Thereafter, Buyer shall be responsible for such expenditures.

(d) Seller agrees to maintain the Premises in the same condition they are in as of the date of this Agreement, reasonable wear and tear excepted. Prior to entering into any agreements related to the Premises with a term of greater than six (6) months, Seller agrees to get Buyer's written permission to enter into any such agreement.

(e) There are no liabilities, claims or amounts due to third parties.

(f) There are no contracts with third parties for services performed with respect to the Premises that are not terminable upon 30 days written notice.

(g) Seller is duly created and in good standing under the laws of Maine and has, or will have prior to Closing, all necessary power and authority to enter into this Agreement and to transfer the Premises to Buyer as provided hereunder.

7. **Inspection.** For a period of two hundred seventy (270) days following the execution of this Agreement (the "Inspection Period"), at all reasonable times upon reasonable prior notice, Buyer shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections but shall not be obligated to expend any funds in so cooperating. Buyer shall restore the condition of the Premises following any soils test or other invasive testing. In the event Buyer is not satisfied for any reason with the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller, prior to the expiration of the Inspection Period. Upon such termination, the Deposit shall be returned to Buyer and neither party shall be under any further obligation hereunder.

8. **Possession.** Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. **Costs.** Seller shall be responsible for all costs associated with operating the Premises through the Closing Date, and Buyer shall be responsible for all such costs after the Closing Date. The recording fee for the deed and any expenses related to Buyer's financing will be paid by Buyer. Real estate transfer taxes shall be paid by Seller and Buyer.

10. **Conditions Precedent to Buyer's obligations.** Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:

(a) Buyer's receipt of binding written commitments from institutional lenders and/or

investors which commit to finance Buyer's acquisition of the Premises. Buyer agrees to exercise diligent efforts to secure such financing. Buyer shall have until the Closing Date to obtain such financing, and Buyer's obligation to purchase the Premises shall be contingent on Buyer's obtaining such financing on terms and in amounts satisfactory to Buyer in Buyer's sole discretion.

(b) There shall have been no material adverse change in the condition of the Premises, occurring after the conclusion of Buyer's inspections under Section 7 above, and the Premises shall be substantially in the same condition at the Closing Date as they were at the time of the inspections, reasonable wear and tear excepted.

(c) As of the date hereof, and as of the date of closing, all of Seller's representations and warranties shall be true and correct in all material respects.

(d) Buyer shall have received a satisfactory appraisal which supports the Purchase Price, as determined in Buyer's sole discretion.

(e) Buyer shall have received all necessary federal, state and municipal permits and approvals required in connection with Buyer's intended use of the Premises.

(f) Buyer shall have received approval for the transactions described in this Agreement from its governing authorities.

(g) Buyer shall be satisfied with all its due diligence inquiries and tests of the Premises as set forth in Section 7 above.

If the conditions described in subsections (a) through (g) of this Section 10 above are not satisfied as of the date set forth above, or if no date is set forth above than by the Closing Date, Buyer shall have the option of terminating this Agreement in writing, whereupon the Deposit and the Second Deposit and Third Deposit, if paid, shall be returned to Buyer, and neither party shall have any further obligation hereunder.

11. Default. In the event that Buyer defaults in its obligations under this Agreement, Seller shall retain the Deposit (and the Second Deposit and Third Deposit, if paid,) as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event of Seller's default hereunder, Buyer shall have available all remedies at law and in equity, including without limitation the right to seek specific performance.

12. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction, other than Derek Miller, CBRE / The Bouldous Company, to whom Buyer shall pay a commission at sale closing.

13. Assignment. Upon written notice to Seller, Buyer may assign this Agreement and all its rights and obligations hereunder. Upon notice of such assignment, Seller agrees to look solely to such assignee for performance of the obligations of the Buyer hereunder.

*Assignee*

*CA*

4

*[Handwritten signature]*

*7/15/12*

14. No Assumption of Liabilities. Buyer is not assuming any liabilities of Seller's, either with respect to the Premises or otherwise. Buyer shall be responsible for all operating expenses of the Premises that accrue or are incurred after the Closing Date.

15. Miscellaneous. Time is of the essence under this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. This Agreement constitutes the entire agreement between Seller and Buyer as to the subject matter hereof and there are no other agreements, understandings, warranties or representations between Seller and Buyer. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date written above.

WITNESS:

Jim Gardner

Kate Cadano

ASM PROPERTIES LLC, SELLER

By: [Signature]

Name: Christopher ACEVO

Its: president

AVESTA HOUSING DEVELOPMENT CORPORATION, Buyer

By: [Signature]

Dana Tolman, its President



**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 properties at 111 Blake Street and 82 Pine Street from the Downtown Residential (DR) district to the Centreville (CV) district with some additional Land Use and Space & Bulk requirements to permit a 35 dwelling unit multi-family apartment as described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Sue Ege	104 pierce apt 3	2-7-19
2		Harriette Charlotte	110 pierce apt 3	2-7-19
3		Z H	24 mable st	0207-19
4		Dahiru Aden	149 Horken St #1	2-07-19
5		MAHDI DIAMA	Lewiston St #255	2013/4/19
6		ZAMTAM IBRAHIM	P. 287 Pierce St #12	02-06-19
7		Anab Mahamad	1495 Pitt St Apt B	02-07-19
8		Sauda Mohamed	127 buckle st #7	
9	AMINA	AMINA EGE	107 Pierce #3	0207-19
10		Kinsi Ali	287 Battle AP 2	
11	HALIMO	HALIMO	826 #202027	
12			292 Bales St	199
13		IBRAHIM	292 Bales St #7	2/7/19
14		Sclara Ahmed	58 Maple St	2/07-19
15		Choukri Mohamed	134 Horken St	
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**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.

Zahra Z Muhubo  
Signature of Circulator

Zahra Z Muhubo  
Printed Name of Circulator

Date: 02/07/19

**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: 4

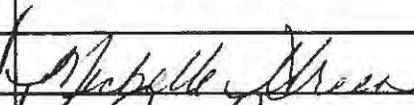
Total Invalid: 11

[Signature]  
Signature of Registrar/Deputy Registrar

Date: 2-11-19

**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 properties at 111 Blake Street and 82 Pine Street from the Downtown Residential (DR) district to the Centreville (CV) district with some additional Land Use and Space & Bulk requirements to permit a 35 dwelling unit multi-family apartment as described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Michelle Green	134 North Temple	2/4/19
2		Christine Wilson	5 Helstead Terrace	2/4/19
3		Matthew D. Shaw	2 E. Merrill Road	2/5/19
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**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.

Betsy Sibley  
Signature of Circulator

Betsy Sibley  
Printed Name of Circulator

Date: 2-5-19

**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: 3

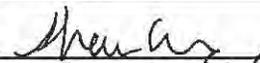
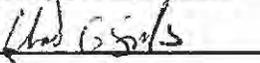
Total Invalid: 0

Erica D. Scott  
Signature of Registrar/Deputy Registrar

Date: 2-11-19

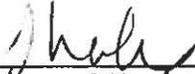
**PETITION TO AMEND THE CITY OF LEWISTON**  
**ZONING AND LAND USE CODE**

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	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Shanna Cox	119 Ash St Lewiston	2/4/19
2		LINA O'CONNELL	108 Birch St	2/4/19
3		Chad Sparks	25 Fair St.	2/4/19
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**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

Shanna Cox  
Printed Name of Circulator

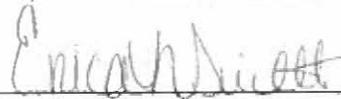
Date: 2/6/19

**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: 3

Total Invalid: 0

  
Signature of Registrar/Deputy Registrar

Date: 2-11-19

**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 properties at 111 Blake Street and 82 Pine Street from the Downtown Residential (DR) district to the Centreville (CV) district with some additional Land Use and Space & Bulk requirements to permit a 35 dwelling unit multi-family apartment as described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>Sarah Barton</i>	Sarah Barton	13 Newman St.	2/4
2	<i>Elice Madden</i>	Elice Madden	13 Newman St	2/5
3	<i>Ruth Carney</i>	Ruth Carney	106 Bartlett	2/5
4	<i>Elizabeth M. Park</i>	Elizabeth M. Park	41 South Uskm Rd	2/5
5	<i>Ruby A. Alexander</i>	Ruby A. Alexander	18 Hortens St	2/5
6	<i>MAYA BENZUELA</i>	MAYA BENZUELA	345 COLLEGE ST	2/5
7	<i>PALMITA QUIESANGA</i>	PALMITA	174 Ash street	2/5
8	<i>Tiodósia da Silva</i>	Tiodósia	46 Walnut Street	2/5
9	<i>Mary E. Hopkins</i>	MARY E. HOPKINS	70 Blake St #6	2/5
10	<i>Diane Marlow</i>	DIANE MARLOW	72 Spring St	2/5
11	<i>Patricia Hunter</i>	PATRICIA HUNTER	Apt. 1	
12	<del>XXXXXXXXXX</del>		53 Wood St.	2/7
13	<del>XXXXXXXXXX</del>	Judy Maloney	115 VALE ST	2/7
14	<i>Elsa Jose</i>	ELSA JOSÉ	ASH St: 174.	2/7
15	<i>Maria Baltazar</i>	MARTA BALTAZAR	107 Pierce #4APT	2/07
16	<i>Eileen Fair</i>	Eileen Fair	6 Leon Dr	2/07
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**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.

Sarah Barton  
Signature of Circulator

Sarah Barton  
Printed Name of Circulator

Date: 2/7/19

**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: 9

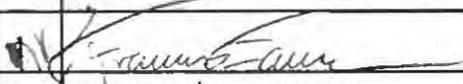
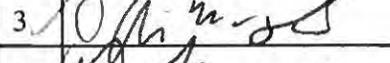
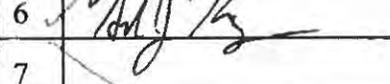
Total Invalid: 0

[Signature]  
Signature of Registrar/Deputy Registrar

Date: 2-11-19

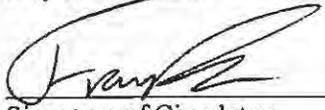
**PETITION TO AMEND THE CITY OF LEWISTON**  
**ZONING AND LAND USE CODE**

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	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Francis Eanes	361 College St	2/4/19
2		Julia Smoris	361 College St	2/5/19
3		Alice Doughty	137 Nichols St	2/6/19
4		Lynn Mandelkort	75 Franklin St	2/6/19
5		Geneva Laurita	65 Franklin St	2/7/19
6		Andrew Kennedy	75 Franklin St	2/7/19
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**CIRCULATOR'S VERIFICATION**

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\_\_\_\_\_  
Signature of Circulator

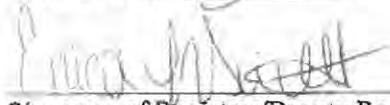
Francis Eanes  
\_\_\_\_\_  
Printed Name of Circulator

Date: 2/7/2019

**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: 5 Total Invalid: 1

  
\_\_\_\_\_  
Signature of Registrar/Deputy Registrar

Date: 2-11-19

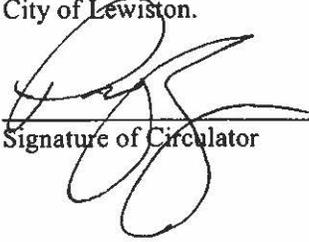
**PETITION TO AMEND THE CITY OF LEWISTON**  
**ZONING AND LAND USE CODE**

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	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		Craig Saldemire	75 Maple St	2/5/19
2		Michelle Fisher	102 pierce st	2/5/19
3		Francesca Norton	146 pierce st	2/5/19
4		Hiloune Aden	141 pierce st #1	2/5/19
5		Fima Mohamed	105 pierce st	2/5/19
6		Kemy Hudson	178 blake st	2/6
7		Amarachi Owens	201 Howe st	2/6
8		Billie-Jo Elliott	125 pierce st.	2/6
9		Katelyn Worthy	87 Brantford St	2/6
10		Muntins Tisse	95 Strawberry	2/6
11		Hamdi Umar	95 Strawberry	2/6
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\_\_\_\_\_  
Signature of Circulator

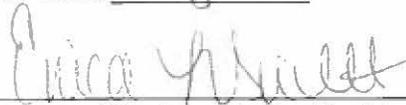
Paige Wagner  
\_\_\_\_\_  
Printed Name of Circulator

Date: 02/07/2019

**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: 8                      Total Invalid: 3

  
\_\_\_\_\_  
Signature of Registrar/Deputy Registrar

Date: 2/11/2019

**Residential units within 200 feet of proposed Contract Zone**

GIS ID	Parcel ID	GIS Mapped Acres	SF	Property Location	Zone	Current Living Units	Current DR Allowed units	Meets DR zoning
195-537	RE0000423	0.11079136	4826	100 BLAKE ST	DR	6	3	N
195-526	RE0000452	0.11528243	5022	51 PIERCE ST	DR	4	4	Y
195-502	RE0000525	0.113201	4931	56 PIERCE ST	DR	6	3	N
195-501	RE0000222	0.09841726	4287	54 PIERCE ST	DR	6	3	N
195-533	RE0000173	0.10473069	4562	97 ASH ST	DR	1	3	Y
195-525	RE0000766	0.14234916	6201	98 PINE ST	DR	13	4	N
195-493	RE0000058	0.16247038	7077	76 ASH ST	DR	12	5	N
195-495	RE0000553	0.3272226	14254	90 ASH ST	DR	11	11	Y
195-496	RE0000630	2.27419369	99064	70 BLAKE ST	DR	106	79	N
195-531	RE0000444	0.0639377	2785	101 ASH ST	DR	2	2	Y
195-527	RE0000833	0.19026832	8288	47 PIERCE ST	DR	6	6	Y
195-538	RE0000112	0.101115	4405	104 BLAKE ST	DR	6	3	N
195-534	RE0001017	0.12750732	5554	94 BLAKE ST	DR	5	4	N
195-539	RE0000741	0.13940747	6073	122 BLAKE ST	DR	9	4	N
195-546	RE0000487	1.02100817	44475	81 ASH ST	DR	32	35	Y
195-528	RE0001234	0.06501485	2832	43 PIERCE ST	DR	4	2	N
195-523	RE0001211	0.27421191	11945	114 BLAKE ST	DR	10	9	N
195-548	RE0000246	0.11694235	5094	174 BATES ST	DR	3	4	Y
195-553	RE0000890	0.17021955	7415	192 BATES ST	DR	10	5	N
195-536	RE0001351	0.1156744	5039	98 BLAKE ST	DR	3	4	Y
195-521	RE0000595	0.04039846	1760	89 PINE ST	DR	1	1	Y
195-9	RE0000567	0.22364423	9742	163 BATES ST	CV	11	7	N
195-540	RE0000222	0.11513631	5015	128 BLAKE ST	DR	7	4	N
195-551	RE0001019	0.14884001	6483	73 PINE ST	DR	15	5	N
195-549	RE0000606	0.06305007	2746	68 PINE ST	DR	5	2	N
195-522	RE0000101	0.06995767	3047	85 PINE ST	DR	6	2	N
195-519	RE0000815	0.06815054	2969	95 PINE ST	DR	6	2	N
195-524	RE0000766	0.14666481	6389	92 PINE ST	DR	6	5	N
195-532	RE0000173	0.10020364	4365	99 ASH ST	DR	3	3	Y

TOTAL 29

YES 10

NO 19

YES %	34%
NO %	66%



**PLANNING BOARD MEETING  
CITY OF LEWISTON**

**Avesta Housing  
111 Blake Street and 82 Pine Street**

The Lewiston Planning Board will hold a hearing on Monday, March 11, 2019 at 5:30 p.m. in the City Council Chambers, First Floor of the City Building to consider a contract rezoning request for properties located at 111 Blake Street and 82 Pine Street. This request rezones the properties from the Downtown Residential (DR) District to the Centreville (CV) District to expand the density restrictions and modify space and bulk requirements to allow the development of a 35 unit multi-family dwelling.

Maps and data are available in Planning & Code Enforcement on the Third Floor at the City Building between 8:30 a.m. and 4:00 p.m., Monday through Friday. Written comments may be submitted to Douglas Greene, City Planner, in the Planning & Code Enforcement Department on or before the hearing date, and comments will be accepted at the hearing.



LEWISTON HOUSING AUTHORITY  
1 COLLEGE ST  
LEWISTON ME 04240

DUVAL RICHARD A  
DUVAL TESSA G  
100 STRAWBERRY AVE APT 7  
LEWISTON ME 04240

C'S INCORPORATED  
104 PARK ST  
LEWISTON ME 04240

SOUSA STEVEN J  
1232 SABATTUS ST  
LEWISTON ME 04240

ALLEN PAUL C  
138 BLAKE ST  
LEWISTON ME 04240

UMBRIA LLC  
1574 MAIN ST  
WEST BOWDOIN ME 04287

BABIN MICHAEL S  
16 MEADOW CREEK LANE  
NORTH YARMOUTH ME 04097

CHAPEL HOLDINGS LLC  
1635 LEWISTON RD BOX 13  
LITCHFIELD ME 04350

COTE ROBERT L  
172 1/2 BATES ST  
LEWISTON ME 04240

47 PIERCE STREET LLC  
2 BREED TERRACE UNIT #3  
LYNN MA 01902

LIONS REAL ESTATE LLC  
201 JACKASS ANNIE RD  
MINOT ME 04258

M J L D PROPERTIES LLC  
21 WINTERGREEN CIRCLE  
WINDHAM ME 04062

MOUNT DAVID HOUSING INCORP  
C/O COMMUNITY CONCEPTS INC  
240 BATES ST  
LEWISTON ME 04240

81 ASH STREET ASSOCIATES LP  
C/O PRESERVATION  
MANAGEMENT  
261 GORHAM RD  
SOUTH PORTLAND ME 04106

ADEN FATIMA  
32A INTERVALE ST  
DORCHESTER MA 02121

BINETTE EVELYN  
36 GREELEY ST  
PORTLAND ME 04102

L S J PROPERTIES LLC  
420 BAXTER BLVD  
PORTLAND ME 04103

P D B RANCOURT REALTY LLC  
457 COLLEGE ST  
LEWISTON ME 04240

RANCOURT ASSOCIATES  
457 COLLEGE ST  
LEWISTON ME 04240

ADVANCED HEATING SOLUTIONS  
LLC  
504 POND RD  
LEWISTON ME 04240

UNITY BIBLE CHURCH  
541 COLLEGE ST  
LEWISTON ME 04240

MIKAELA LLC  
762 MILLAY RD  
WEST BOWDOIN ME 04287

ANUBIS PROPERTIES LLC  
9 MORGAN DR  
GRAY ME 04039

R D P INCORPORATED  
97 ASH ST  
LEWISTON ME 04240

MAGALLOWAY PROPERTIES LLC  
985 UPPER ST  
TURNER ME 04282

RUSO LLC  
P O BOX 2675  
LEWISTON ME 04241

ST.MARY'S REGIONAL MEDICAL  
CENTER  
P O BOX 291  
LEWISTON ME 04240

C'S INCORPORATED  
P O BOX 4400  
LEWISTON ME 04243

J C PROPERTY LLC  
P O BOX 452  
AUBURN ME 04212

TEDFORD HOUSING  
C/O LABRECQUE PROP MGT  
P O BOX 460  
SABATTUS ME 04280

**D & D PROPERTIES LLC  
P O BOX 7065  
LEWISTON ME 04243**

**SISTERS OF CHARITY HEALTH  
SYSTEM INC  
P O BOX 7291  
LEWISTON ME 04243**

**A S M PROPERTIES LLC  
P O BOX 8211  
LEWISTON ME 04243**

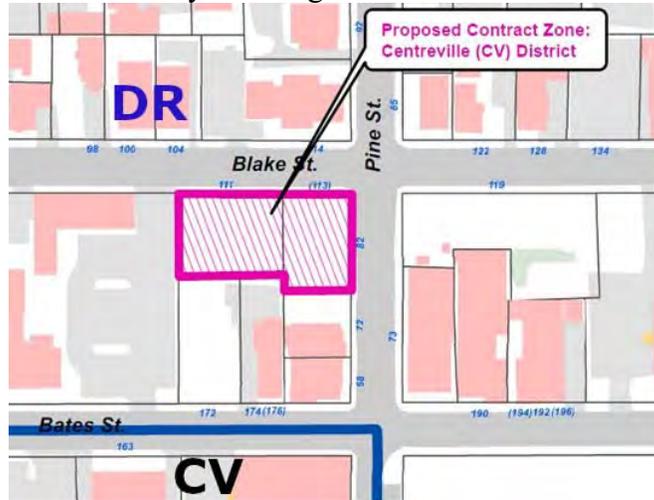
**SULTAN CORPORATION  
PO BOX 1065  
LEWISTON ME 04243**

**NATIONAL CAPITAL HOLDINGS  
LLC  
PO BOX 124  
LEWISTON ME 04243**

**WEED CLAYTON E  
WEED DEBORAH D  
PO BOX 324  
CUMBERLAND ME 04021**

**PUBLIC NOTICE**  
**CITY OF LEWISTON – PLANNING BOARD MEETING**

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Maps and data are available in Planning & Code Enforcement on the Third Floor at the City Building between 8:30 a.m. and 4:00 p.m., Monday through Friday. Written comments may be submitted to the Planning & Code Enforcement Department on or before the hearing date, and comments will be accepted at the hearing. The City of Lewiston is an EOE. For more information please visit our website @ [www.lewistonmaine.gov](http://www.lewistonmaine.gov) and click on the Non-Discrimination Policy.

To be published: March 4, 2019 & March 11, 2019 Sun Journal  
Legal Notice. Do not box.  
Tear sheet with invoice.

## David Hediger

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**From:** David Hediger  
**Sent:** Friday, March 8, 2019 8:09 AM  
**To:** Benjamin Martin; David Hediger; Douglas Greene; John Butler; Kristine Kittridge; Lincoln Jeffers; Linda Tripp; Lucy Bisson; Michael Reed; Norm Ancil; Paul Robinson; Pauline Gudas; Sandra Marquis  
**Subject:** Planning Board Update

Good morning:

As you know, we have a meeting on Monday for the Board to provide a recommendation on Avesta's request for a contract zone. I wanted to review and update the Board on a few things prior to that meeting.

- Public notice of this hearing is required pursuant to MRS 30-A, Section 4352(8) and Article XVII, Section 5(d) of the Zoning and Land Use Code. The Planning Board held a public hearing on February 25, 2019, voting 6-1 to send a favorable recommendation to the City Council to adopt the contract zoning request. Legal ads were published accordingly; however, the notice that is required to be mailed to the abutters was not provided. This did not come to staff's attention until after the public hearing. In effort to make sure due process is adhered to and followed, the Planning Board must hold a second public hearing, essentially providing the public and Board another opportunity to consider the rezoning request. I can assure you the required public notices have been provided for this hearing.
- I want to clarify that staff was not aware of the lack of notice to abutters for 2/25 meeting until after the meeting. During the 10 minute recess at that meeting, when I retrieved copies of Avesta's petitions, I decided to look for a copy of the notice to abutters since the matter was brought up at the hearing. I could not find a copy, but this may have been due to staff having filed the document somewhere I was not looking. It was not until after the meeting that I checked with staff and confirmed notice to abutters had not occurred. Had I or staff known of this prior to or during the meeting, we would have recommended tabling the hearing that evening. As previously mentioned, we are taking steps to avoid this for occurring again.
- The Planning Board should make its recommendation to the Council based only on the information presented at this public hearing, not what was brought forward at the last meeting. If something was discussed at the first meeting and not at this meeting, Board members should be sure that information is entered into the record by providing that information during the hearing or through questions directed to the applicant or those attending the meeting. The Board's finding should be based only on the information presented at the March 11th meeting.
- We should all remember the prohibition placed on ex-parte communication. We discuss this at the beginning of the year (every year) when the Board adopts policies and procedures. I've heard from staff and others about possible emails and postings online from members about this project. I realize how easy it may be for board members to share thoughts and comments in advance of meetings with other members or residents. I'm not suggesting anything illegal or inappropriate has occurred as I have not actually seen what's been referenced. I'm just looking to keep the Board (and staff) apprised of our legal obligations (just like having to provide notice to abutters). Technically, all communications on any planning board related project should be made a part of the record. If you receive emails or communications about a project, please provide them to staff so that they can be entered into the record. If someone approaches you individually about a project, please ask them to either attend a hearing or provide their information in written form so that it can be entered into the record. However, the goal is to ensure procedural fairness by taking steps to ensure that the information that eventually becomes the basis for the Board's recommendation is publically available to all of the participants in the process and that they are all afforded an opportunity to address them during the hearing process. Honestly, I really think you are all aware of this, so please let this serve only as a reminder.

Thanks for your time and cooperation. Any questions, please feel free to contact me. Packets will be delivered today and posted online.

Have a good weekend and see you Monday night.

David Hediger  
Director Planning and Code Enforcement  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240-7201  
Phone 207.513.3125 ext. 3222  
TDD/TTY 207.513.3007  
[www.lewistonmaine.gov](http://www.lewistonmaine.gov)

The City of Lewiston is an EOE. For more information, please visit our website @ [www.lewistonmaine.gov](http://www.lewistonmaine.gov) and click on the Non-Discrimination policy.