

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
APRIL 2, 2019**

6:00 p.m. Budget Workshop

General Government (except Economic Development, Parking & Buildings)
Protective Inspection

pgs. 38, 41-47
pgs. 58

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag

Mayoral Recognition: Hardy Girls, Healthy Women – Fardowsa Muktat

Public Comment period – Any member of the public may make comments regarding issues pertaining to Lewiston City Government (maximum time limit is 15 minutes for all comments)

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 7.

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda

- * 1. Authorization to accept transfer of forfeiture funds.
- * 2. Approval of Election Warrant calling for a Special Municipal Election to be held on Tuesday, May 14, 2019 for the School Budget Validation Referendum and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct said election.
- * 3. Order Authorizing Execution of a Municipal Quitclaim Deed for Real Estate located at 90 Spring Street.

REGULAR BUSINESS:

- 4. Public Hearing on a new application for a new liquor license for The Curio, 110 Lisbon Street.
- 5. Public Hearing and Final Passage to contractually rezone the property at 111 Blake Street and 82 Pine Street from the Downtown Residential (DR) District to the Centreville (CV) District.
- 6. Public Hearing and First Passage to contractually rezone the property at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation “B” (NCB) Districts to the Centreville (CV) District.
- 7. Budget Public Hearing for the Fiscal Year 2020 Budget.
- 8. Amendment to the Rules Governing the City Council to update the procedures for public comment.
- 9. Resolve, Receiving the Final Report of the Ad-Hoc Advisory Committee on Rental Registration.
- 10. Order Authorizing the City Administrator to Execute a First Amendment to Parking Lease Agreement and an Amended and Restated Memorandum of Parking Lease Agreement Harmonizing the Term of the Hartley Block Parking Lease Agreement to the term of the Maine Housing financing on the property
- 11. Reports and Updates.
- 12. Any other City Business Councilors or others may have relating to Lewiston City Government.
- 13. Executive Session to discuss labor negotiations regarding the International Association of Firefighters, Local 785.
- 14. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL

MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Authorization to accept transfer of forfeiture funds.

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$685.00 or any portion thereof, in the case of the State of Maine vs. Michael Williams, CR-19-734 Court Records, being funds forfeited pursuant to the court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.

STATE OF MAINE
Androscoggin, ss

UNIFIED CRIMINAL COURT
Docket No. CR-19-734

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
Michael Williams	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$685.00 U.S. Currency	}	
Defendant(s) In Rem	}	

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

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

Dated: _____

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

LEWISTON CITY COUNCIL

MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Approval of the Election Warrant calling for a Special Municipal Election to be held on Tuesday, May 14, 2019 for the School Budget Validation Referendum and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct said election.

INFORMATION: Under the Maine State Statutes, the municipal officers shall issue an election warrant calling for a municipal election. The City Clerk will be conducting a special city election on May 14, 2019 for the purpose of voting in the School Budget Validation Referendum.

Recommendations on election related issues:

A. That the hours for acceptance of registrations in person only, prior to the May 14th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:30am to 4:00pm, April 24 through May 13, 2019.

B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B.

C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the polling place at 7:00am and any and all remaining shall be processed at 8:00pm, if necessary.

D. To appoint the City Clerk as the City's Election Warden and the Deputy Registrar of Voters as the City's Ward Clerk, for the May 14 election.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/klm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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Be It Ordered by the City Council that the Election Warrant be issued for the Special Municipal Election to be held on Tuesday, May 14, 2019 for the purpose of voting for the School Budget Validation Referendum, and to approve the following recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Special Municipal Election:

A. That the hours for acceptance of registrations in person only, prior to the May 14th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:30am to 4:00pm, April 24 through May 13, 2019.

B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B.

C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the polling place at 7:00am and any and all remaining shall be processed at 8:00pm, if necessary.

D. To appoint the City Clerk as the City's Election Warden and the Deputy Registrar of Voters as the City's Ward Clerk, for the May 14 election.

WARRANT FOR SPECIAL MUNICIPAL ELECTION
CITY OF LEWISTON

County of Androscoggin, SS.

To Brian O'Malley, a constable of Lewiston, Maine: You are hereby required in the name of the State of Maine to notify the voters of the City of Lewiston of the election described in this warrant.

To all voters of the City of Lewiston: You are hereby notified that a Special Municipal Election in this municipality will be held on Tuesday, May 14, 2019, at the Longley Elementary School gymnasium, 145 Birch Street.

Said election being held for the purpose of voting on the School Budget Validation Referendum.

BUDGET BALLOT:

Ballot Question One:

"Do you favor approving the Lewiston School Department's budget for the upcoming school year that was adopted by the Lewiston City Council?"

Ballot Question Two:

"Do you wish to continue the budget validation referendum process in the City of Lewiston for an additional three years?"

A "YES" vote will require the City of Lewiston to continue to conduct a referendum to validate its annual school budget for the next three years.

A "NO" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the City Council.

Ballot Question Three - Non-Binding:

"I find the school budget for the upcoming school year that was adopted by the City Council to be:

1) Too High; 2) Acceptable; 3) Too Low"

The polls shall be opened at 7:00 a.m. and closed at 8:00 p.m.. Absentee ballots will be processed at the polls at 7:00 A.M. and 8:00 P.M., if necessary.

Dated at Lewiston, Maine on April 2, 2019

ATTEST: _____ Kathleen M. Montejo, City Clerk

LEWISTON CITY COUNCIL

MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 90 Spring Street.

INFORMATION:

One of the most powerful collection tools in a municipality's arsenal is the ability to lien properties for delinquent taxes (real and special only), water and sewer balances, and most recently stormwater balances. Once a lien is recorded, eighteen months must lapse without payment before the lien matures. Prior to maturity, the City Council may waive the right to foreclose on a maturing lien as you have done in the past. If the lien is permitted to mature, the municipality may elect to foreclose on the property or, if subsequent payment is received, return the property to its owner via a quitclaim deed.

At this time, the Finance Director is asking the Council to approve a municipal quitclaim deed for the property located at 90 Spring Street. The quitclaim deed will release any interest the City may have by virtue of undischarged real estate tax liens or utility liens on this property. Payments due for this property have all been received in full. Should the Council approve this Order, the quitclaim will be issued to the owners.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA B/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing execution of a municipal quitclaim deed for real estate located at 90 Spring Street.



COUNCIL ORDER

Order, Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 90 Spring Street.

WHEREAS, the owner, Allisa L. Greenwood, failed to pay her bill on a timely basis for 90 Spring Street (Tax Map 206, Lot 120, Parcel 00-004626); and

WHEREAS, a tax lien was filed on June 14, 2017 (Book 9616 Page 75) and matured on December 14, 2018 in the amount of \$657.32; and

WHEREAS, payment was received in full;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of LEWISTON,

That a quitclaim deed is hereby authorized to release the City's interest in the property located at 90 Spring Street to the owner.

LEWISTON CITY COUNCIL

MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Public Hearing on a new application for a new liquor license for The Curio, 110 Lisbon Street.

INFORMATION:

We have received an application for a new liquor license from The Curio, 110 Lisbon Street.

This application is for malt & vinous.

The Police Department has reviewed and approved the application.

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA B/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To authorize the City Clerk's Office to approve a new liquor license application for The Curio, 110 Lisbon Street.

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: Rule 110 LLC	DOB: 4/18	Business Name (D/B/A) The Curio
APPLICANT(S) – (Sole Proprietor) LLC	DOB:	Physical Location: 110 Lisbon St.
DOB:	City/Town Lewiston	State ME
Address Same →	Zip Code 04240	Mailing Address Same
City/Town Lewiston	State ME	Zip Code 04240
Telephone Number	Fax Number	Business Telephone Number 207-254-9753
Federal I.D. # 833074967	Seller Certificate #: or Sales Tax #: 1197510	Fax Number
Email Address: Please Print Sheri Withers	Website: smw.com	

If business is NEW or under new ownership, indicate starting date: 3/01/19

Requested inspection date: April 2019 Business hours: 9-8

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
- Is applicant a corporation, limited liability company or limited partnership? YES NO
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? Yes No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

(Use an additional sheet(s) if necessary.)

License #	Name of Business
Physical Location	City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES NO
6. If manager is to be employed, give name: Stanley Hollenbeck, Sheri Withers
7. Business records are located at: _____
8. Is/are applicant(s) citizens of the United States? YES NO
9. Is/are applicant(s) residents of the State of Maine? YES NO
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Sheri Withers	4/23/79	Lewiston ME
Stanley Hollenbeck	3/30/83	
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
277 Lisbon St. Lewiston ME		
8 Howe Street. Lewiston ME		

11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____
 Offense: _____ Location: _____
 Disposition: _____ (use additional sheet(s) if necessary)

12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes No If Yes, give name: _____

13. Has/have applicant(s) formerly held a Maine liquor license? YES NO

14. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: Rent to owner

Jim Wellehan, 940 Turner St. Auburn ME

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES NO Applied for: 2/22/19

17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? _____

Which of the above is nearest? _____

18. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: _____ on _____, 20____
Town/City, State Date

Sheri Withers Please sign in blue ink
Signature of Applicant or Corporate Officer(s)
Sheri Withers
Print Name

Stanley Hollenbeck
Signature of Applicant or Corporate Officer(s)
Stanley Hollenbeck
Print Name

FEE SCHEDULE

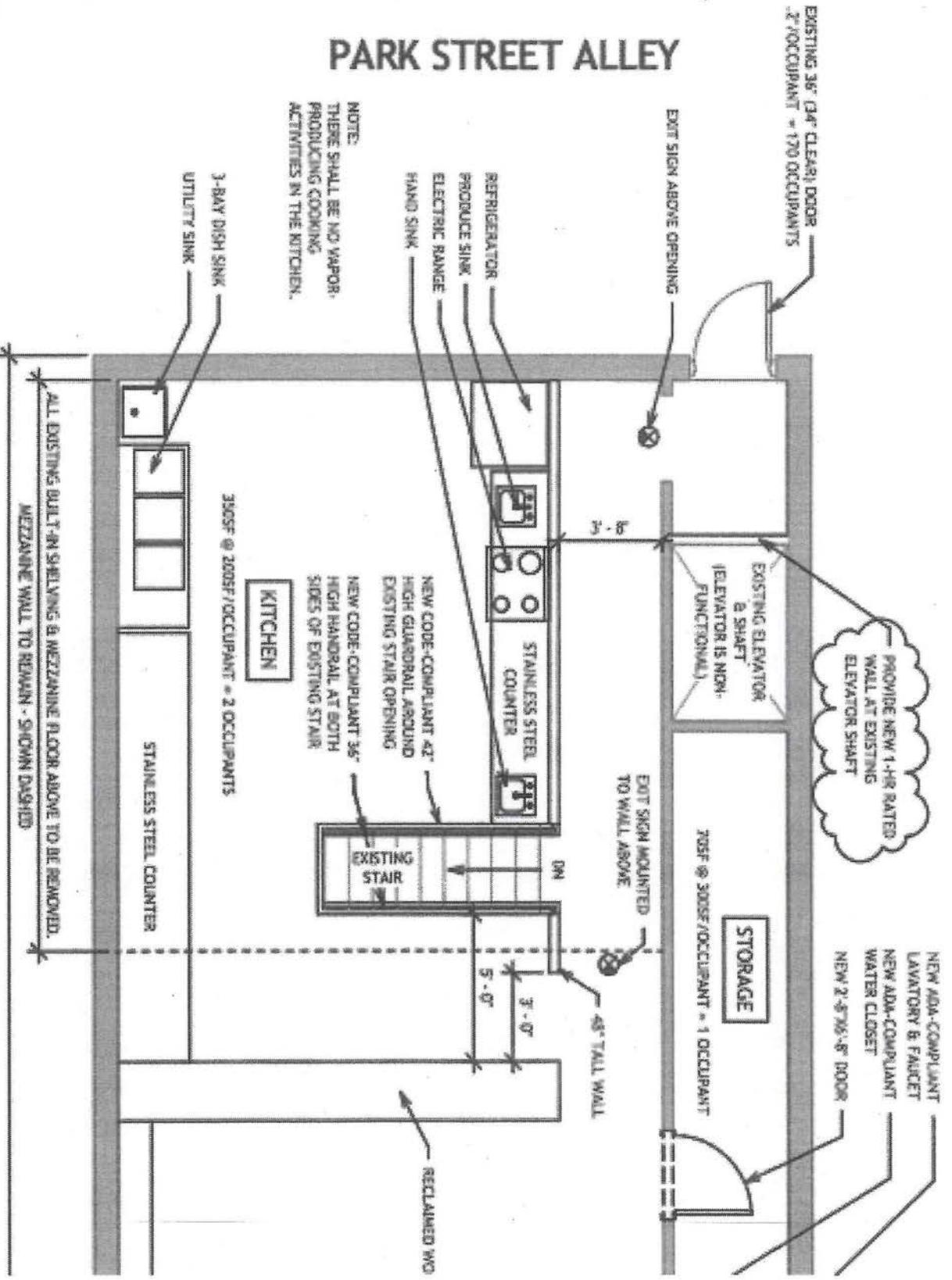
FILING FEE: (must be included on all applications)	\$ 10.00
Class I Spirituous, Vinous and Malt	\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
Class II Spirituous Only	\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III Vinous Only	\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV Malt Liquor Only	\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
CLASS V: Clubs without catering privileges.	
Class X Spirituous, Vinous and Malt – Class A Lounge	\$2,200.00
CLASS X: Class A Lounge	
Class XI Spirituous, Vinous and Malt – Restaurant Lounge	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

PARK STREET ALLEY

1 FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"





Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100%	Yes <input type="checkbox"/> No <input type="checkbox"/>

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

- Exact legal name: Rule 110 LLC
- Doing Business As, if any: The Curio
- Date of filing with Secretary of State: April 2018 State in which you are formed: Maine
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Sheri Withers	277 Lisbon St	4-23-79	owner	50
Stanley Hollenbeck	277 Lisbon St.	3-30-83	owner	50

(Stock ownership in non-publicly traded companies must add up to 100%.)

- If Co-Op # of members: _____ (list primary officers in the above boxes)

CITY OF LEWISTON PUBLIC NOTICE

A hearing on the following liquor license application will be held by the Lewiston City Council in the Council Chambers, City Hall on ***Tuesday, April 2, 2019, at 7:00 p.m.***, or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action on said application.

The Curio
110 Lisbon Street
Rule 110 LLC, owner

The City of Lewiston is an EOE. For more information, please visit our website @ www.lewistonmaine.gov and click on the Non-Discrimination Policy.

PUBLISH ON: March 27, 28, & 29, 2019

Please bill the City Clerk's Dept. account. Thank you.



POLICE DEPARTMENT

Brian O'Malley
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. David St.Pierre, Support Services

DT: March 29, 2019

RE: Liquor License– **The Curio**

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

The Curio
110 Lisbon St, Lewiston, Maine



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism Integrity Compassion Dedication Pride Dependability

LEWISTON CITY COUNCIL
MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing and Final Passage to contractually rezone the property at 111 Blake Street and 82 Pine Street from the Downtown Residential (DR) District to the Centreville (CV) District.

INFORMATION:

The Planning Board voted 5-2 to send a favorable recommendation to the City Council to contractually rezone the property at 111 Blake Street and 82 Pine Street from the Downtown Residential (DR) District to the Centreville (CV) District, subject to the contract rezoning agreement.

The property owner has submitted a petition to request the rezoning of this property to allow the construction of a 35 unit multi-family dwelling.

Please see the enclosed memorandum from City Planner Doug Greene for additional information as well as a site map and other background information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve Final Passage of the amendment to the Zoning and Land Use Code and Map to contractually rezone the property at 111 Blake Street and 82 Pine Street from the Downtown Residential (DR) District to the Centreville (CV) District, subject to a contractual agreement.

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.

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:

Uses (15)(33)	
Accessory use or structure	P
Commercial-Service	
Veterinary facilities excluding kennels and humane societies	
Veterinary facilities including kennels and humane societies	
Small day care facilities	P
Day care centers	P
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	P(1)
Drinking Places	
Adult business establishments	
Hotels, motels, inns	
Movie theaters except drive-in theaters	
Places of indoor assembly, amusement or culture	P
Art and crafts studios	P
Personal services	P
Retail stores	P
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	
Industrial	
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)	
Transportation	
Airports or heliports	
Commercial parking facilities	C(3)
Transit and ground transportation facilities	C
Transportation facilities	
Public and utility	
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C
Municipal buildings and facilities	
Preservation of historical areas; emergency and fire protection activities; bridges and public roadways	
Dams	
Institutional	
Religious facilities	P
Cemeteries	
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	P

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
Residential	
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	
Natural Resource	
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	
Recreation	
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:

Minimum lot size with public sewer	
Single family detached (24)	
Single family attached	
Two-family dwellings	
Single family cluster development	
Mixed single family residential development (14)	
Mixed residential development (14)	
Multifamily dwellings	
Mixed use structures	
Agriculture	
Religious facilities	
Veterinary facilities	
Other uses	
All permitted uses	None
Minimum lot size without public sewer (3)	
Single family detached, mobile homes on individual lots (24)	
Single family attached	
Two-family dwellings	
Single family cluster development (1)	
Mixed single family residential development (14)	
Mixed residential development (14)	
Multifamily dwellings	
Mixed use structures	
Agriculture	
Religious facilities	
Veterinary facilities	
Other uses	
Minimum net lot area per d.u. with public sewer	
Single family detached	
Single family attached	
Two-family dwellings	
Mixed single family residential development (14)	
Mixed residential development (14)	
Multifamily dwellings	
Mixed use structures	
All permitted residential uses	400 sf
Minimum net lot area per d.u. without public sewer	
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	
Minimum frontage	

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
Minimum front setback	
Single family detached, mobile homes on individual lots	
Single family attached	
Two-family dwellings	
Single family cluster development	
Mixed single family residential development (14)	
Mixed residential development (14)	
Multifamily dwellings	
Mixed use structures	
Agriculture	
Religious facilities	
Veterinary facilities	
Other uses	
All permitted uses	4 ft
Minimum front yard	
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
Minimum side and rear setback	
Single family detached, mobile homes on individual lots	
Single family attached	
Two-family dwellings	
Single family cluster development	
Mixed single family residential development (14)	
Mixed residential development (14)	
Multifamily dwellings	
Mixed use structures	
Religious facilities	
Veterinary facilities	
Farm structures for keeping of animals	

Other uses	
All permitted uses	4 ft
Minimum side and rear yard	
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)
Maximum height	
Agriculture	
Other permitted uses	60 ft
Hospital, nursing homes and medical offices	
Ratios	
Maximum lot coverage	
Maximum impervious coverage	0.85
Maximum building coverage (NEW)	0.75
Other requirements	
First floor offset from grade (NEW)	20"

Notes:

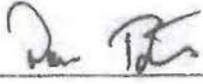
- (1) This development shall meet the requirements set forth in Article XIII, Section 8.
- (3) Or a larger minimum lot size based on the requirements of the Maine Subsurface Wastewater Disposal Rules.
- (14) This development shall meet the requirements set forth in Article XIII, Section 8.
- (24) Minimum 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 of use of the subject premises fails or refuses to comply with any of the conditions imposed, any rezoning approved by the City in accordance with the conditions shall be of no force or effect. In that event, any use of the subject premises

and any building or structures developed pursuant to the rezoning shall be immediately abated and brought into compliance with all applicable provisions of the Code with the same effect as if the rezoning had never occurred.

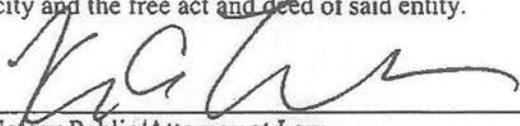
- (h) If any of the conditions are found by a court of competent jurisdiction to be invalid. Such determination shall not invalidate any of the other conditions.
- (i) Any rezoning approved by the City contractually shall be of no force or effect if the proponent fails or refuses to comply with conditions imposed.
- (j) Any allowed proposed use, addition, or expansion of the property deemed applicable to Article XIII, Section 2 of the Zoning and Land Use Code shall be subject to the applicable sections of Article XIII of the Zoning and Land Use Code, Development Review and Standards.
- (k) By submitting this proposal, the proponent and owners agree in writing to the conditions described herein.

The Proponent of this request hereby respectfully submits this Proposal as of the 4TH 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 4TH 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.

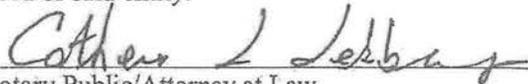
[Signature]
Notary Public/Attorney at Law
Commission Expires:

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 13th 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:



WARRANTY DEED

LAB6, LLC, a Maine limited liability company ("**Grantor**"), for consideration paid, hereby grants to RUSO, LLC, a Maine limited liability company ("**Grantee**"), whose mailing address is 4 Clearwater Avenue, Lewiston, Maine 04240, with WARRANTY COVENANTS certain lots or parcels of land situated in the Town of Lewiston, County of Androscoggin, State of Maine, more particularly bounded and described as follows, to wit:

All the same premises described in a warranty deed from Joseph Laplante to Gerard D. Theriault and Annonciade J. Theriault dated October 21, 1958 and recorded in the Androscoggin County Registry of Deeds in Book 791, Page 385, to which deed and the record thereof reference may be had for a more particular description of the premises hereby conveyed. See also quitclaim deed from Gerard D. Theriault to Annonciade J. Theriault, dated December 30, 1959, and recoded in the Androscoggin County Registry of Deeds in Book 819, Page 425, releasing the half interest of said Gerard D. Theriault to the said Annonciade J. Theriault.

Also conveying the drainage easement described in the deed from 81 Ash Street Associates LP to Watkins Property Management, LLC dated May 15, 2012 and recorded May 16, 2012 in the Androscoggin County Registry of Deeds in Book 8398, Page 30.

Being the same premises described in the deed from LAB6, LLC to LAB6, LLC, dated June 25, 2013 and recorded June 28, 2013 in the Androscoggin County Registry of Deeds in Book 8709, Page 258.

SUBJECT TO taxes and assessments for the year 2016 and subsequent years and to all easements, encumbrances, and other matters of record.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto Grantee and unto Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument as Grantor's free act and deed this 8th day of January, 2016.

WITNESS

Melinda Byrd

LAB6, LLC, a Maine limited liability company

By: ICA 2007 Loan Trust III, formed pursuant to the ICA Mortgage Capital, LLC Grantor Trust dated September 15, 2007, its Member

By: ICA Mortgage Capital, LLC, an Illinois limited liability company, as Co-Trustee

By: Kevin Ellis
Kevin Ellis, its Manager

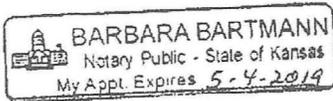
STATE OF Kansas)
COUNTY OF Johnson)

BE IT REMEMBERED, that on this ____ day of January, 2016, before me, the undersigned, a Notary Public in and for said County and State, came Kevin Ellis, the Manager of ICA Mortgage Capital, LLC, as Co-Trustee of the ICA 2007 Loan Trust III formed pursuant to the ICA Mortgage Capital, LLC Grantor Trust dated September 15, 2007, the Member of LAB6, LLC, a Maine limited liability company, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Barbara Bartmann
Notary Public
BARBARA BARTMANN
Print or Type Name

My Commission Expires: May 4, 2019



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WARRANTY DEED

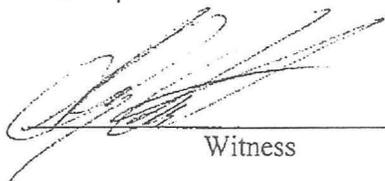
A P & P LLC, a Maine limited liability Company, for consideration paid, grants to **ASM PROPERTIES, LLC**, a Maine limited liability company, with **WARRANTY COVENANTS**, a certain lot or parcel of land, with any buildings thereon, situated in **LEWISTON**, County of **ANDROSCOGGIN**, and State of **MAINE**, bounded and described as follows:

Commencing at the northwesterly corner of Blake and Pine Streets; thence westerly on Pine Street one hundred (100) feet; thence at right angles northerly sixty-five (65) feet; thence at right angles easterly one hundred (100) feet; thence southerly on the westerly line of Blake Street sixty-five (65) feet to the point of beginning.

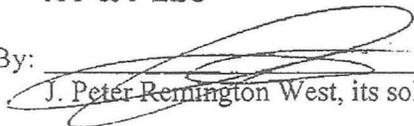
Being the same premises described in the deed from Danial Sabine to A P & P LLC dated September 6, 2002 and recorded in the Androscoggin County Registry of Deeds in Book 5106, Page 191.

MAINE REAL ESTATE
TRANSFER TAX PAID

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 19 day of April, 2006.



Witness

A P & P LLC
By: 

J. Peter Remington West, its sole Member

STATE OF COLORADO
COUNTY OF Denver

19th day of April, 2006

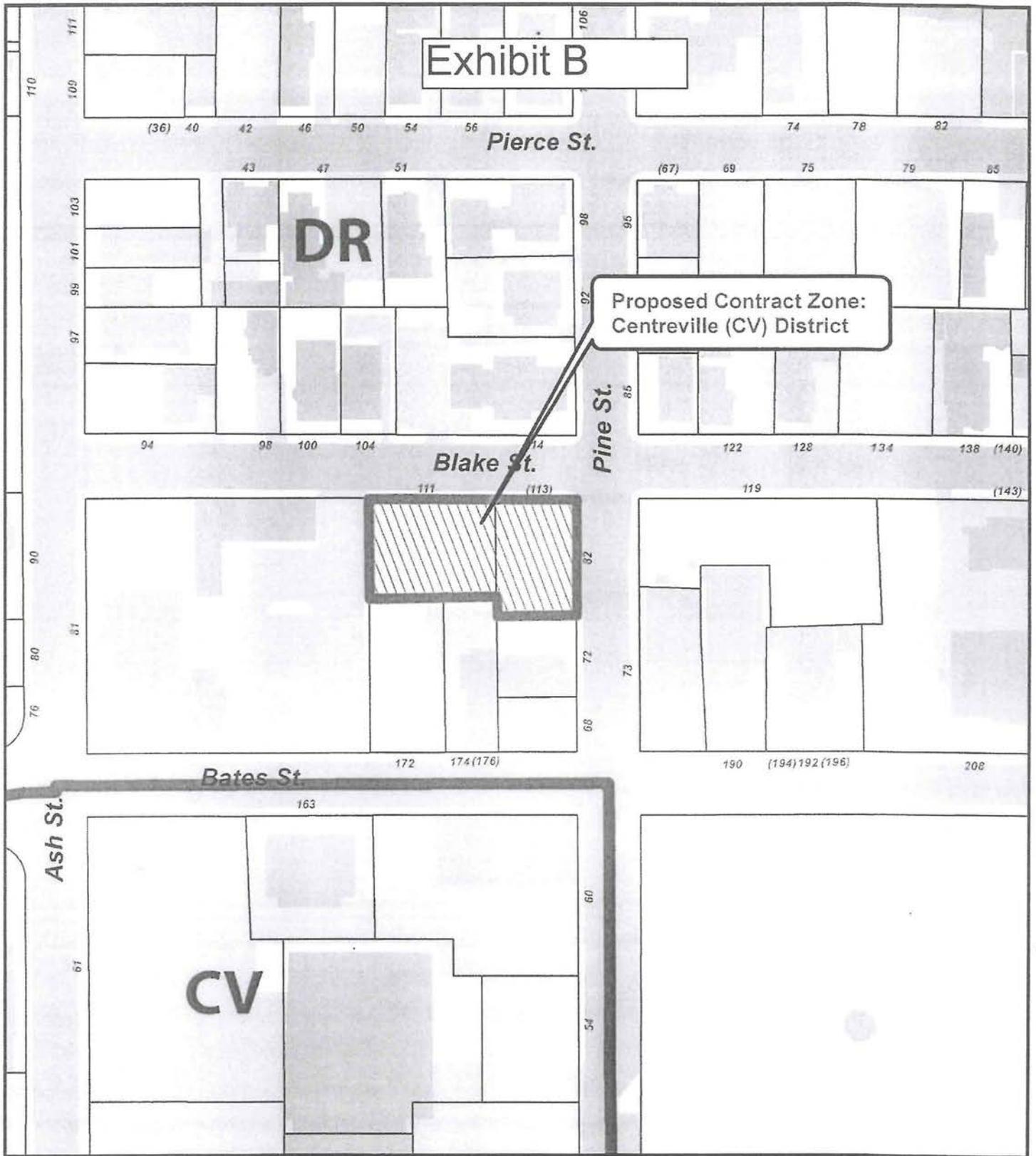
Then personally appeared the above-named J. Peter Remington West and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said company.



Before me,
Ann M. Coronado
_____, Notary Public
Print Name: Ann M Coronado
My Commission Expires: 7/25/2007

ANDROSCOGGIN COUNTY
Tha. K. Charnock
REGISTER OF DEEDS

Exhibit B



Proposed Contract Zone:
Centreville (CV) District

Proposed Contract Zone: Centreville (CV) District
111 Blake Street & 82 Pine Street

February 2019



CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Mayor and City Council

FROM: Douglas Greene, City Planner

DATE: March 12, 2019

RE: Planning Board recommendation: 111 Blake Street and 82 Pine Street Contract Zone Request

The Planning Board took the following action at their meeting held on March 11, 2019:

MOTION: by **Lucy Bisson**, pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council on Avesta Housing's request to contract zone the properties at 111 Blake Street and 82 Pine Street from Downtown Residential (DR) district to the Centreville (CV) district to allow the construction of a 35 unit multi-family dwelling 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 relate 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

Second by **Kristine Kitteridge**.

VOTED: 5-2 (Passed. Michael Reed and Benjamin Martin opposed)



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

March 13, 2019

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

Dear Mr. Hediger,

As you know, the Planning Board recently provided a positive recommendation for the Contract Zone request submitted last month by Avesta Housing on behalf of Community Concepts. At the Planning Board Hearing on March 11, there were numerous members of the public who spoke in favor of this action. We are pleased to have the opportunity to continue this conversation with the City Council on March 19.

As we have discussed, Community Concepts intends to replace the housing that was destroyed by fire at 111 Blake Street and 82 Pine Street in 2013. 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. Construction on this site will also include removal of an abandoned underground storage tank and remediation of contaminated soils that resulted from the 2013 fires.

The primary purpose of the proposed contract zone is to allow higher density residential construction at this downtown infill site, which is consistent with goals discussed at length in Legacy Lewiston, the City's Comprehensive Plan. In keeping with Legacy Lewiston's prioritization of character districts, this contract zone will also impose some additional development restrictions that do not currently exist within either the Downtown Residential (DR) or abutting Centreville (CV) zone. The compromises between and additions to the current requirements are intentional, as they will ensure that the proposed building is consistent with the neighborhood as it is now and as it is envisioned to be in the future.

Thank you for your consideration, and please do not hesitate to contact me should you have any questions.

Respectfully Submitted,


Catherine Elliott

cc: Shawn Yardley, Community Concepts



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



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

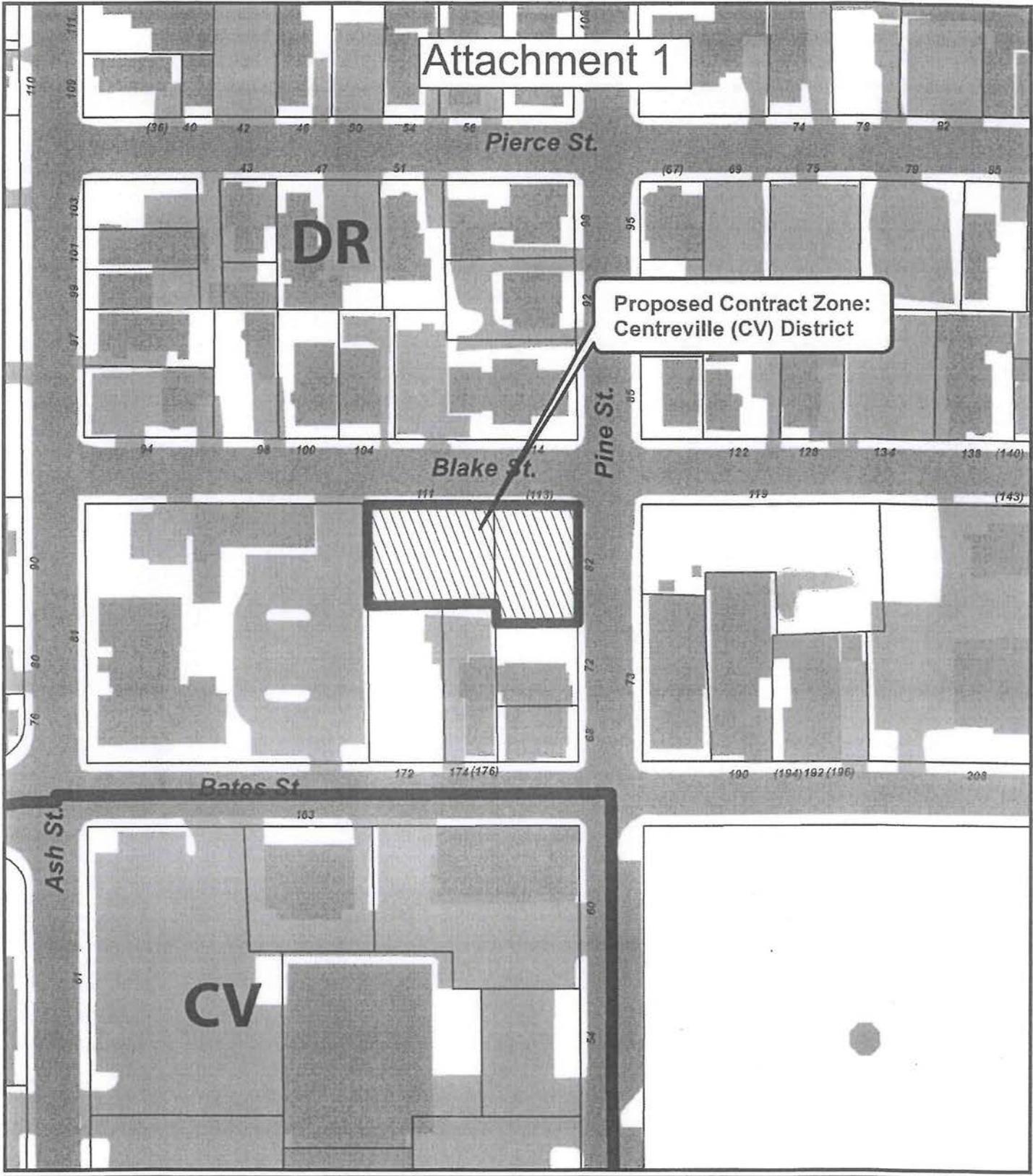
sure that information is entered into the record by providing that information during the hearing or through questions directed to the applicant or those attending the meeting. The Board's finding should be based only on the information presented at the March 11th meeting.

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

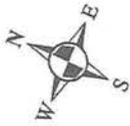
Attachment 1



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
Minimum lot size with public sewer			
Single family detached (24)			
Single family attached			
Two-family dwellings			
Single family cluster development			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
Agriculture			
Religious facilities			
Veterinary facilities			
Other uses			
All permitted uses	None	None	None
Minimum lot size without public sewer (3)			
Single family detached, mobile homes on individual lots (24)			
Single family attached			
Two-family dwellings			
Single family cluster development (1)			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
Agriculture			
Religious facilities			
Veterinary facilities			
Other uses			
Minimum net lot area per d.u. with public sewer			
Single family detached			
Single family attached			
Two-family dwellings			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
All permitted residential uses	1250 sf	None	400 sf
Minimum net lot area per d.u. without public sewer			
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			
Minimum frontage			

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
Minimum front setback			
Single family detached, mobile homes on individual lots			
Single family attached			
Two-family dwellings			
Single family cluster development			
Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
Agriculture			
Religious facilities			
Veterinary facilities			
Other uses			
All permitted uses	None	None	4 ft
Minimum front yard			
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
Minimum side and rear setback			
Single family detached, mobile homes on individual lots			
Single family attached			
Two-family dwellings			
Single family cluster development			

Mixed single family residential development (14)			
Mixed residential development (14)			
Multifamily dwellings			
Mixed use structures			
Religious facilities			
Veterinary facilities			
Farm structures for keeping of animals			
Other uses			
All permitted uses	10 ft	None	4 ft
Minimum side and rear yard			
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)
Maximum height			
Agriculture			
Other permitted uses	60 ft	No less than 20 ft; no greater than 150 ft	60 ft
Hospital, nursing homes and medical offices			
Ratios			
Maximum lot coverage			1
Maximum impervious coverage	0.75		1
Maximum building coverage (NEW)	n/a	n/a	0.75
Other requirements			
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

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



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

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

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		Hannelette Charlotte	110 pierce apt 3	2-7-19
3		Z H	24 mable st	02-07-19
4		Dahiru Aden	149 Hobbs St #2	2-07-19
5		MAHDI DJAMA	Lewiston St #255	02-07-19
6		ZAMTANI IBRAHIM	287 Pierce St #12	02-07-19
7		Anab Mahamad	149 Small St Apt B	02-07-19
8		Sauda Mohamed	117 Blake St #7	
9		AMINA EGE	107 Pierce #3	02-07-19
10		Kinsi Ali	287 Blake apt 2	
11		HALIMO	26 2020	27
12		IBRAHIM	292 Bates St	102
13		IBRAHIM	292 Bates St #7	2/7/19
14		Solara Ahmed	58 Maple St	2/07-19
15		Choukri Rohan	134 Hobbs 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.

Z/SMT 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

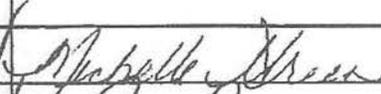
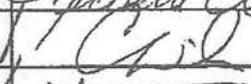
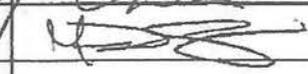
Total Invalid: 11

[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 Jempele	2/4/19
2		Christine Wilson	5 Halstead 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

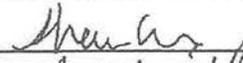
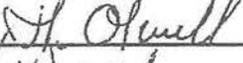
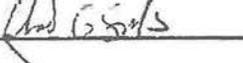
Total Invalid: 0

Erica H. D. Smith
Signature of Registrar/Deputy Registrar

Date: 2-11-19

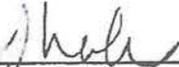
PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

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		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
4				
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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

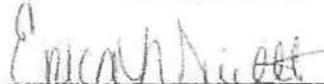
Date: 2/6/19

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 Barney</i>	Ruth Barney	106 Bartlett	2/5
4	<i>Elizabeth A.M. Park</i>	Elizabeth A.M. Park	41 South Uskm Rd	2/5
5	<i>Bathia A. Alexander</i>	Bathia A. Alexander	18 Horton St	2/5
6	<i>Maya Benzinger</i>	MAYA BENZINGER	345 COLLEGE ST	2/5
7	<i>PALMIRA GUESSANGA</i>	Palmira	174 Ash Street	2/5
8	<i>Theodosia da Silva</i>	Theodosia	46 Walnut Street	2/5
9	<i>Mary E Hopkins</i>	Mary E Hopkins	707 State St #6	2/5
10	<i>Diane Mariani</i>	Diane Mariani	72 Spring St	2/5
11	<i>Patricia Hunter</i>	PATRICIA HUNTER	Art 1	
12	_____	_____	53 Wood St.	2/7
13	<i>Judy Maloney</i>	Judy Maloney	115 VALE ST	2/7
14	<i>Elsa Jose</i>	ELSA JOSE	ASH ST: 174.	2/7
15	<i>Maria Baltazar</i>	MARIA BALTAZAR	107 Pier 6 # 4 apt	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

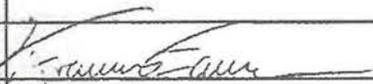
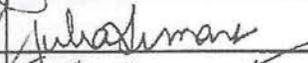
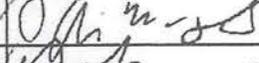
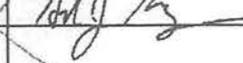
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[Signature]
Signature of Registrar/Deputy Registrar

Date: 2-11-19

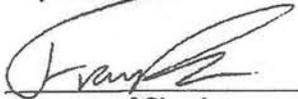
PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

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		Francis Eanes	361 College St	2/4/19
2		Julia Smoia	361 College St	2/5/19
3		Alice Dougherty	137 Nichols St	2/6/19
4		Lynn Mandelhart	75 Franklin St	2/6/19
5		Geneva Laurita	65 Franklin St	2/7/19
6		Andrea Kennedy	75 Franklin St	2/7/19
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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

Francis Eanes
Printed Name of Circulator

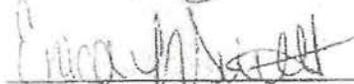
Date: 2/7/2019

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

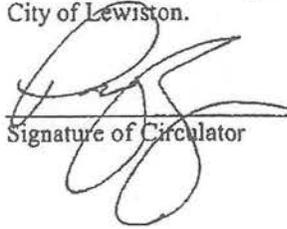
PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

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		Craig Saldemire	75 Maple St	2/5/19
2		Michelle Fisher	102 Pierce St	2/5/19
3		Francesca Norton	146 Pine St	2/5/19
4		Hiloune Aden	141 Pierce St #1	2/5/19
5		Fina Mahamad	105 Pierce St	2/5/19
6		Kemy Hudson	178 Blake St	2/6
7		Amanda Owens	211 Howe St	2/6
8		Billie-Jo Elliott	125 Pierce St.	2/6
9		Kristy Warrby	87 Brewster St	2/6
10		Muntine Tisse	95 Strawberry	2/6
11		Hamdi Umar	93 Strawberry	2/6
12				
13				
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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

Page Wagner

Printed Name of Circulator

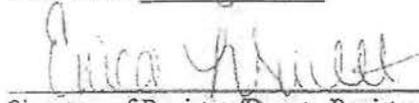
Date: 02/07/2019

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	RE0001015	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%

To: Lewiston Planning Board c/o Doug Greene, City Planner
From: Rick Whiting
Subject: Avesta Housing
Date: March 11, 2019

I write in support of Avesta Housing's proposal for development of affordable/market rate housing in downtown Lewiston. My son, who has a developmental disability, has been a resident of Pearl Place in Portland for six years. Pearl Place is one of many properties managed by Avesta Housing; his building is well-maintained and has contributed to the rebirth of Bayside, a neighborhood which has been moving from lesser uses to more mixed & upscale development, including housing, Whole Foods, Trader Joes, coffee shops, offices, schools, retail, a bowling alley, i.e., a vibrant downtown neighborhood. My son, an employee of Whole Foods, which is located across the street from his apartment, has several friends living at Pearl Place who are fellow graduates of STRIVE U, a two year post high school program for developmentally disabled individuals that teaches independent living skills. My wife and I consider our son very fortunate to have found an affordable place to live in Portland that is attractive, energy efficient & cheerful with the added benefit of a true in-house social network that is often sorely lacking for disabled individuals living independently.

It is my understanding that Avesta will be developing the site in Lewiston on behalf of Community Concepts, which has had a great deal of favorable experience in owning and managing rental housing. Avesta Housing & Community Concepts will make a very effective development team for this new housing in Lewiston. Avesta is not only an experienced developer but has also fostered good management practices for new developers of affordable housing. When Auburn Housing developed a former bottling plant into Vincent Square Apartments in New Auburn, it was required by investors to partner with an experienced Low Income Housing Tax Credit (LIHTC) developer for hands-on training & oversight. Auburn Housing worked with Avesta Housing for this purpose. Avesta did such an excellent job as Auburn Housing's partner that more recently, Auburn Housing was able to "return the favor" & provide the same type of hands-on training and mentoring for management of the newly re-developed St. Laurent properties that had been lost to arson a few years ago.

LEWISTON CITY COUNCIL

MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Public Hearing and First Passage to contractually rezone the property at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District.

INFORMATION:

The Planning Board voted 6-0 to send a favorable recommendation to the City Council to contractually rezone the property at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District, subject to the contract rezoning agreement. Their vote to recommend contained five findings which are outlined on the attached memo.

The property owner has submitted a petition to request the rezoning of this property to allow the construction of 245 apartment units.

Please see the enclosed memorandum from City Planner Doug Greene for additional information as well as a site map and other background information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve First Passage of the amendment to the Zoning and Land Use Code and Map to contractually rezone the property at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District. subject to a contractual agreement, and to continue the public hearing for final passage to the next regularly scheduled City Council meeting.



CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Mayor and City Council
FROM: Douglas Greene, City Planner
DATE: March 26, 2019
RE: Planning Board recommendation: Contract Rezoning of 10, 35 and 37 Avon St.

The Planning Board took the following action at their meeting held on March 25, 2019:

MOTION: by **Lucy Bisson**, pursuant to Article VII (Planning Board- Powers and Duties), Section 4 and Article XVII (Amendment and Other Legal Provisions), Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the Contract Zoning request by Saxon Partners, LLC for properties located at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District with the findings:

- the applicant has submitted a complete application
- the RC zoned portion of 10 Avon Street is generally no longer located within a 100 year floodplain
- the applicant proposes uses consistent with the existing and permitted uses within the original districts, that being the Urban Enterprise (UE) and Neighborhood Conservation "B" (NCB) districts
- the conditions and restrictions imposed relate only to the physical development or operation of the property
- the application is consistent with the goals and objectives of the Legacy Lewiston 2017 Comprehensive Plan

Second by **Normand Anctil**. **VOTED: 6-0 in the affirmative**

Note: During the public hearing, the Planning Board heard the following comments:

- In Support: this is a good project for a partnership with the city, including adding a second water line service from Lake Auburn, an extension of the Androscoggin Greenway trail through the property, and planned sidewalk improvements for Avon and Holland Street.
- Concerns Raised: negative impacts on the neighborhood, not enough parking provided, increased traffic, too many units proposed, no guarantee that the project may not turn into low-income housing, impacts to existing poor quality infrastructure in the neighborhood (i.e. sidewalks, streets, sewers), inability to demonstrate need for housing related to targeted tenants/hospital employees, apparent increase crime associated with the improvements and increased use the Greenway Trail (i.e. this project will bring more people and crime).



CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Planning Board
FROM: Douglas Greene, City Planner
DATE: March 25, 2019
RE: Proposed Contract Rezoning of 10, 35 and 37 Avon Street

The Proposal: Pursuant to Article XVII, Section 5, b, (4), and Section 5, g (1-4) of the Zoning and Land Use Code, Saxon Partners, LLC has submitted a request to contract zone properties located at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District to expand the density restrictions, change certain land use requirements and modify space and bulk requirements to allow the development of 245 apartment units.

The three properties total 6.88 acres. 10 Avon Street (5.71 ac) is the vacant, former site of Pineland Lumber Company, which contains a number warehouse and office buildings and is currently zoned RC and UE. The applicant is proposing to construct two, four-story buildings, each with 105 residential units on this property. The properties at 35 and 37 Avon Street (1.17 ac. in total) are vacant and includes a discontinued section of Bridge Street that was vacated by the City in 1974. This area is currently zoned NCB. A single three story building with 35 residential units is proposed on this site.

The property at 10 Avon Street is located along the Androscoggin River. In 2013, FEMA's Flood Rate Insurance Maps (FIRM) were updated removing areas with elevations no longer within a 100- year floodplain. A portion of 10 Avon Street, currently zoned RC, had the 100-year floodplain removed as a result of the updated mapping. In 1988, as part of a city-wide rezoning and adoption of the communities first comprehensive plan, nearly all areas located within the 100 year flood zone were mapped RC. This was done in part to protect potentially sensitive habitats and discourage redevelopment and new development from occurring in flood prone areas that may be subject to adverse impacts on other properties and insurance claims from flood damage. With FEMA determining in 2013 that this area is no longer a 100 year floodplain, the applicant is now requesting the area currently zoned RC be rezoned to CV as part of the contract zone request. The adjacent property at 2 Avon Street also had an area of 100 year floodplain removed in 2013 and was rezoned from Resource Conservation to Urban Enterprise by the Planning Board and City Council in January 2016. (See Attachment 1) Also worth noting is that there is an existing 25 foot General Development Shoreland zoning buffer/set-back area along the Androscoggin River which will remain.

Contract Rezone Uses and Bulk, Yard Requests: The petitioner is requesting a contract rezoning on the properties from RC, UE and NCB to CV in order to allow the construction of the 245 residential units as proposed. The application includes a contract rezoning land use chart that compares the existing land uses to the proposed modified Centreville contract zone.

The contract rezoning land use chart proposes the following land uses:

- Multi-family dwellings and mixed use structures would be permitted uses
- Business and professional offices, restaurants, drinking places, indoor amusement, arts and crafts, personal services, retail and neighborhood retail would be permitted as part of a mixed use structure
- Private or public facilities for non-intensive outdoor recreation and fitness and recreational sports centers would be permitted as accessory uses

The contract rezoning bulk and yard chart proposes the following changes:

- A request to lower the minimum net lot area per dwelling unit with public sewer from 1,500 sf per dwelling unit (for the UE zone) to 1,180 sf per dwelling unit to allow for the density requested. A condition has been added to the Contract Rezoning Agreement to limit the density at 10 Avon Street to no greater than 210 dwelling units and the density at 35-37 Avon Street to be no greater than 35 dwelling units.
- The minimum front setback would be 25 feet for principle structures and 0 feet for accessory structures.
- The maximum height would be 80 feet for principle structures and 20 feet for accessory structures

Other Requests to Change Existing Land Use Requirements: The applicant is requesting 3 changes to existing land use requirements that would be added to the contract zone agreement.

1. Article V (Administration and Enforcement), Section 3 (l) prohibits more than one residential structure per lot. However, that section is contradicted by Article XIII (Development Review and Standards), Section 8 which allows developments in which, two or more principal structures are placed on one lot. The applicant draws attention to the inconsistency of the two conflicting regulations and is requesting that Article V, Section 3 (l) not apply.
2. The second change relates to Shoreland zoning. Article XII (Performance Standards), Section 2 (e) (2) of the Shoreland zoning ordinance that requires residential lots located within the 250 foot shoreland area must be a minimum of 40,000 sf per dwelling unit. The property at 10 Avon Street is bounded to the northwest by the Androscoggin River, which creates a 250 feet shoreland area into the property. The applicant is requesting a waiver of this provision. The Staff discussed this requirement with Colin Clark of Maine DEP, who responded that the local municipality has the authority to waive this provision through a contract rezoning.
3. The third land use requirement requested to be changed involves the development standards found in Article XIII (Development Review and Standards), Section 8. These standards for are intended for suburban-type subdivision projects and mandate per unit requirements for private open space, personal storage space, and open space. These standards, if implemented would leave little space for the actual development. The applicant is requesting a waiver of the development standards found in Section 8.

Compliance with the Comprehensive Plan- The applicant has included references to the Legacy Lewiston 2017 Comprehensive Plan; citing the need for new housing due to aging

downtown housing stock, (pg. 120); increasing housing choices due to a need for up to 600 new housing units by 2020, (pg. 172) and the need to provide more employee housing, with Androscoggin County “looking to welcome 2,000 new jobs by 2020”. (pg. 179)

Neighborhood Meeting- A neighborhood meeting was held on October 3, 2018 and was well attended. Concerns raised at the meeting included, but were not limited to: traffic, the need for better sidewalks, scale of the project, questioning if there a need or demand for the project, asking if there would be a commitment to the project being market rate, and would the project be impacted by flooding?

Planning Board Action- The Planning Board should make its recommendation to the City Council based on Article XVII (Amendment and Other Provisions), Section 5, b, (4), and Section 5, g (1-4) of the Zoning Ordinance.

Section 5, b, (4) directs the Planning Board to limit its considerations with a (contract zone) application; that it is consistent with the Comprehensive Plan, that the proposal should contain a written statement of conditions that shall apply only to the requested properties, and contain a written contract with the city with conditions or restrictions that would only apply to the to the property requested for the contract zoning.

Section 5, g (1-4) reiterates approving a contract zoning if the change is consistent with the Comprehensive Plan, the applicant proposes uses consistent with the existing and permitted uses within the original districts, that being the UE and NCB districts and the conditions and restrictions imposed relate only to the physical development or operation of the property

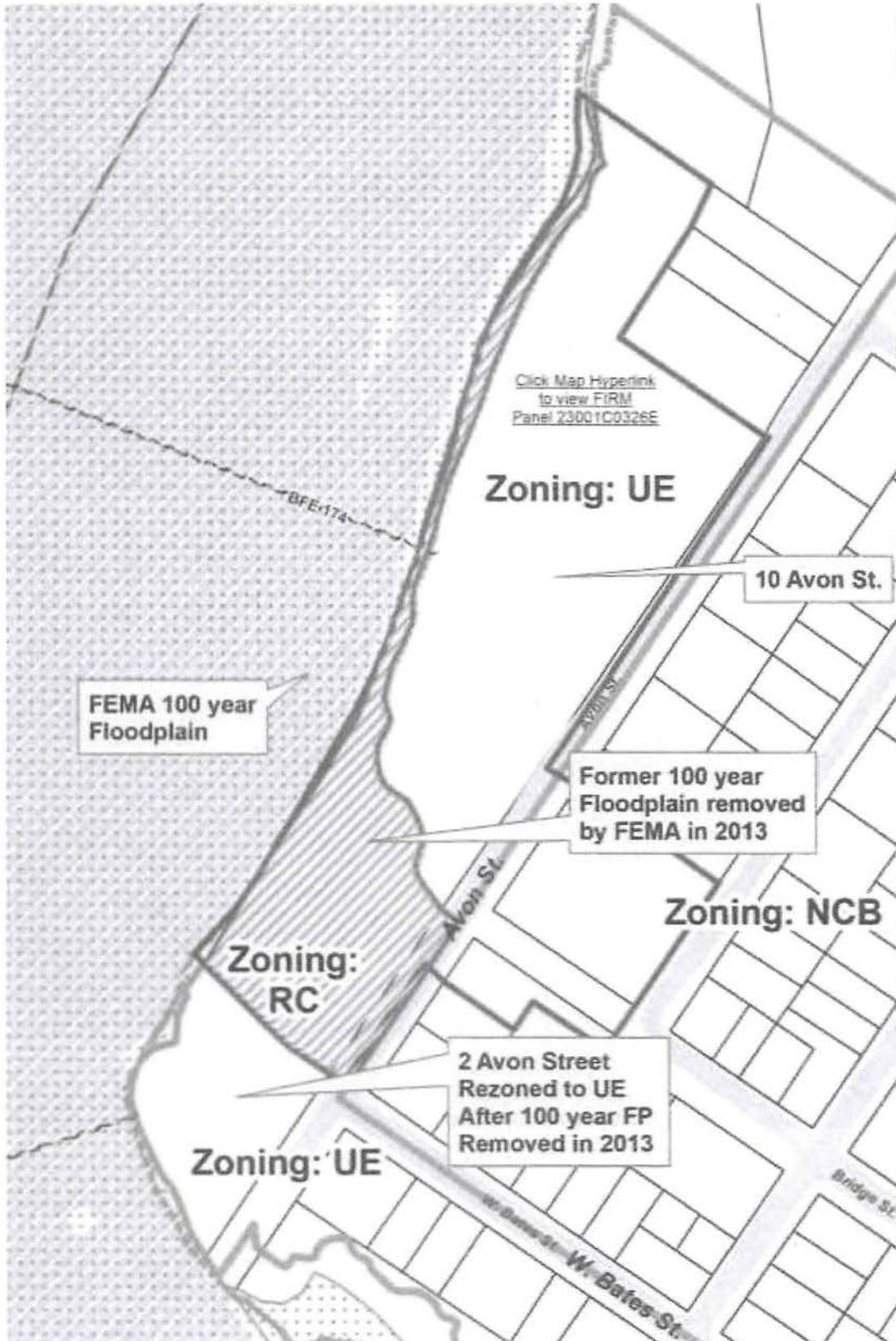
ACTION NECESSARY

Make a motion pursuant to Article VII (Planning Board- Powers and Duties), Section 4 and Article XVII (Amendment and Other Legal Provisions), Section 5 of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the Contract Zoning request by Saxon Partners, LLC for properties located at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation “B” (NCB) Districts to the Centreville (CV) District with the findings:

- the applicant has submitted a complete application
- the RC zoned portion of 10 Avon Street is generally no longer located within a 100 year floodplain
- the applicant proposes uses consistent with the existing and permitted uses within the original districts, that being the Urban Enterprise (UE) and Neighborhood Conservation “B” (NCB) districts
- the conditions and restrictions imposed relate only to the physical development or operation of the property
- the application is consistent with the goals and objectives of the Legacy Lewiston 2017 Comprehensive Plan

Attachment 1

10 Avon Street Changes to the 100 Year Flood Plain



charles.soltan@soltanbass.com
james.bass@soltanbass.com
benjamin.smith@soltanbass.com

(207) 621-6300 (p)
(207) 621-9797 (f)
www.soltanbass.com

March 6, 2019

Doug Greene
City Planner/Deputy Director Planning and Code Enforcement
City of Lewiston
27 Pine Street
Lewiston, ME 04240-7201

RE: Contract Rezoning of 10, 35 and 37 Avon Street

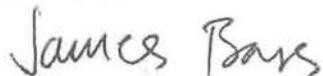
Dear Mr. Greene:

On behalf of Saxon Partners, LLC (Saxon), I submit the enclosed Contract Rezone request for 10, 35 and 37 Avon Street (the property). In the application, Saxon respectfully requests that the property be contractually rezoned from the Resource Conservation, Urban Enterprise, and Neighborhood Conservation "B" Districts to the Centreville District and that other incompatible land and use requirements be lifted.

The property has been owned by Lewiston Waterfront Development, LLC and previously housed Pineland Lumber for a majority of the twentieth century. Lewiston Waterfront Development, LLC has executed a Purchase & Sale Agreement with Saxon. The Purchase & Sale Agreement is subject to approval of this Contract Rezone application.

Saxon respectfully requests support of its Contract Rezone request. Along with members of the Saxon team, I will be present at the upcoming meetings to present this information and answer any questions the Planning Board or City Council have.

Sincerely,



James Bass, Esq.
Soltan Bass Smith LLC
Augusta, ME

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

Pursuant to Appendix A, Article XVII, Section 5, Amendments of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to contract zone the property at 10, 35 and 37 Avon Street from the Resource Conservation (RC), Urban Enterprise (UE), and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District and lift the lot use limitation in Art. V, Sec. 3(I), the minimum lot size requirement in Art. XII, Sec. 2(e)(2), and the additional development standards in Art. XIII, Sec. 8. This would permit multi-family dwellings and accessory uses as described and shown in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>[Signature]</i>	José Fuentes	116 Summer St	01/27/19
2	<i>[Signature]</i>	MIRIAM FUENTES	116 Summer St	01/27/19
3	<i>[Signature]</i>	ANTHONY ELIAS	124 SUMMER CT	01/27/19
4	<i>[Signature]</i>	Pat Ashton	89 Whipple St	01/27/19
5	<i>[Signature]</i>	Michael Douglas	21 Spring St. Apt 2	1/27/19
6	<i>[Signature]</i>	DANIEL F. CONROD	264 SPRING ST	01/27/19
7	<i>[Signature]</i>	Chelsea Brown	43 Spring St	1-27-19
8	<i>[Signature]</i>	Mark A. Lebeck	32 Spring St	1/27/19
9	<i>[Signature]</i>	Barry Naps	56 SUMMER ST	1-27-19
10	<i>[Signature]</i>	Heather Campbell	69 Summer St	1/27/19
11	<i>[Signature]</i>	Diane T. Grandmaison	57 JEAN ST	2/1/19
12	<i>[Signature]</i>	Diane T. Grandmaison	57 Jean St	2/1/19
13	<i>[Signature]</i>	Joris Meservier 23 Mitchell St	23 Mitchell St.	2/1/19
14	<i>[Signature]</i>	VENY LAVOIE	350 RANDALL RD	2/1/19
15	<i>[Signature]</i>	Carl Sheffire	17 Cherry Road	2/1/19
16	<i>[Signature]</i>	Stephen Burger	7 Shawmut St., Apt. 1A Lewiston, ME 04240	2/1/19
17	<i>[Signature]</i>	Ben Grenier	43 Lisbon St. Apt 1	2/1/19
18	<i>[Signature]</i>	David N. Freeman	69 Horton St. Apt. 20	2/1/19
19	<i>[Signature]</i>	Lloyd Denevedde	10 Ash Street	2/1/19
20	<i>[Signature]</i>	Rose Pruckman	16 Bellevue Ave	2/1/19

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.

Anthony A. Armstrong
Signature of Circulator

Anthony A. Armstrong
Printed Name of Circulator

2/1/19
Date

REGISTRAR'S CERTIFICATION

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

Total Valid: 16 Total Invalid: 4

Erin M. Smith
Signature of Registrar/Deputy Registrar

Date: 2-5-19

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 10, 35 and 37 Avon Street as recorded in the Androscoggin Registry of Deeds Book 8979 Page 146 as described in Exhibit "A" and depicted on Exhibit "C", both of which are attached hereto as follows, to wit: said property be contractually rezoned from the Resource Conservation (RC), Urban Enterprise (UE), and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District and the lot use limitation in Art. V, Sec. 3(l), the minimum lot size requirement in Art. XII, Sec. 2(e)(2), and the additional development standards in Art. XIII, Sec. 8 not apply.

REASONS FOR THE PROPOSED AMENDMENT

The reason for the proposed amendment is to allow the development of a modern residential complex built on the vacant Pineland Lumber property. That property consists of three parcels of real estate: 10 Avon Street, shown on Tax Map 206 as Lot 19 (5.71 acres) and 35 and 37 Avon Street, shown on Tax Map 206 as Lots 27 and 28 (1.17 acres). (The land between 35 and 37 Avon Street was once an extension of Bridge Street but that portion of Bridge Street was vacated by the City of Lewiston on May 21, 1974 (see Exhibit B). It is owned by Lewiston Waterfront Development, LLC, the current owners of 10, 35 and 37 Avon Street). Because the property once housed Pineland Lumber's operations, it currently consists of both multiple large, vacant buildings and expansive areas of impervious surfaces.

The development proposed by Saxon Partners, LLC (Saxon) would include three residential buildings containing a total of 245 apartments. Saxon intends to construct two four-story buildings on 10 Avon Street, each containing 105 residential units, and one three-story building on 35 and 37 Avon Street housing 35 residential units.

Saxon has been active in real estate development for over twenty years, with a particular focus on retail and residential properties in the northeast. Saxon recently initiated a program of

developing apartment buildings specifically targeting employees of major hospitals by providing efficient housing units in close proximity to their workplace. The program is currently being rolled out in a number of markets, with apartments designed for sites near hospitals in six different states.

The apartment units each include full kitchen and laundry facilities, but are designed with great efficiency in order to provide an attractive living space at an attractive monthly rental rate. Split between studios and one-bedroom units, the proposed apartments would offer a much needed housing option for employees of the nearby medical facilities as well as those working at other businesses in the area.

The three buildings will be laid out in a manner that provides convenient surface parking for residents while also providing significant open space. Proposed amenities for this project include common entertaining areas, shared library/work space areas, fitness areas, and outdoor barbeque and recreation spaces. Some covered parking structures may be offered and the parking lot design is intended to allow for additional parking based on resident demand.

To allow this project, Saxon respectfully requests that the property be contractually rezoned from the Resource Conservation (RC), Urban Enterprise (UE), and Neighborhood Conservation "B" (NCB) Districts to the Centreville (CV) District and that other incompatible land and use requirements be lifted.

Currently, the property is a combination of three separate zoning districts. The southern end of 10 Avon Street is zoned RC while the middle and northern end are zoned UE. The lot located at 35 and 37 Avon Street is zoned NCB. While both the UE and NCB districts allow multifamily dwellings, RC does not. Additionally, the front and side setback requirements in the RC and UE districts pose obstacles to this development. For these reasons, Saxon asks the property be contractually rezoned to the CV district which does fully allow multifamily dwellings and has no minimum front and side setback requirements. Supporting this request is the CV district's "statement of purpose" which seeks to "encourage a concentration of economic enterprises in the central business district that is convenient and attractive for...*appropriate residential uses* in a setting conducive to a high volume of pedestrian traffic" (Zoning and Land Use Code of the City of Lewiston, Maine, Art. XI, Sec. 13(a), *emphasis mine*). Not only does the Code envision high density residential uses in a busy, centrally located district but the actual CV district is geographically close to the property so the requested rezoning will not create an isolated district unrelated to adjacent districts.

In addition to the rezone request, Saxon notes that some other land and use requirements in the Code should be lifted, either because they are inconsistent with other sections in the Code or are incompatible with this project.

The first is the lot use limitation in Art. V, Sec. 3(l) of the Code. This provision prohibits more than one residential structure per lot; however, it is contradicted in Art. XIII, Sec. 8 which allows "[d]evelopments in which two or more principal residential structures are placed on one lot."

Because of the uncertainty created by this inconsistency and because this project contains two residential buildings at 10 Avon Street, Saxon respectfully requests that this limitation in Art. V, Sec. 3(1) not apply.

The second is the minimum lot size requirement in Art. XII, Sec. 2(e)(2). This provision applies to all residential uses located in a shoreland area. (This project is located within a shoreland area as it is within 250 feet of the normal high watermark of the Androscoggin River). Under this section, the minimum lot size is 40,000 square feet per dwelling unit. As Saxon intends to build 210 units within this zone at 10 Avon Street, this provision would require a lot size of approximately 193 acres. This is clearly impractical for a development like this and Saxon asks that this lot size requirement be lifted.

The third and last incompatible requirement that Saxon requests be lifted involves the group of additional development standards in Art. XIII, Sec. 8. These standards incorporate specific mandates per dwelling unit such as private outdoor space, minimum storage space, and open space requirements that are ill-suited for modern, efficient, multifamily dwellings. These requirements are well-intentioned—and Saxon’s plan incorporates many of their design features such as indoor recreation facilities and outdoor barbeque areas—but their application would prohibit this development. As such, Saxon respectfully requests the additional developments standards not apply.

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:

- In the section laying out the City’s new framework for growth: *“With an aging downtown housing stock, the community lacks high-quality housing choices within the walkable downtown core, making it difficult for singles, young professionals, and retirees to find attractive and affordable places to live.”* (Conservation and Growth Map, p. 120).
- Regarding the need to increase the City’s housing choices: *“The Riverfront Island Master Plan estimates that Lewiston will require up to 600 new housing units by 2020...To better meet current and emerging needs, future development should focus on providing new, high-quality, multi-family residences and other housing types as opposed to the current trend of building single-family homes in areas not currently served by water and sewer.”* (Strengthen Neighborhoods & Expand Housing Choice, p. 172).
- The City needs to provide more employee housing:
*With Androscoggin County looking to welcome 2,000 new jobs by 2020 according to the Riverfront Island Master Plan, Lewiston is bound to see growth among its prominent employers. With an already low vacancy rate citywide, large corporations based in Lewiston might begin to overwhelm the local housing stock, though vacancy rates are higher in the downtown. **A broad mix of high-quality new housing and short-term rentals, particularly for hospital employees, should be provided within proximity***

to these anticipated jobs.” (Strengthen Neighborhoods & Expand Housing Choice, p. 179, emphasis mine).

CONTRACT REZONING AGREEMENT

The proponent requests that the official zoning map for the City be amended by removing the subject property from the RC, UE, and NCB districts and contract rezoning the subject premises CV district and lifting incompatible land and use requirements as described in this application and subject to the limitation more fully described below.

In compliance with the provisions of the Code, Art. XVII, Sec. 5(g), the proponent hereby proposes the following conditions:

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

Land Use Table: All Zoning Districts 05.05.16	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV) ⁽³⁶⁾	Requested Contract Zone (CV)
USES(15)(33)				
Accessory use or structure	P	P	P	P
Commercial-Service				
Veterinary facilities excluding kennels and humane societies				
Veterinary facilities including kennels and humane societies	P			
Small day care facilities	P	P		
Day care centers	P		P	
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks		C(22)		
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	P	C(31)	P(9)	P(9)(*)
Restaurants	P		P(1)	P(1)(*)
Drinking places			P	P(*)
Adult business establishments				
Hotels, motels, inns	P		P	
Movie theaters except drive-in theaters	P		P	
Places of indoor assembly, amusement or culture	P		P	P(*)
Art and crafts studios	P	C	P	P(*)
Personal Services	P	P	P	P(*)
Retail stores	P		P	P(*)
Neighborhood retail stores		P		P(*)
Lumber and building materials dealer	P			
Gasoline service stations	P			
Gasoline service stations which are a part of and subordinate to a retail use				
New and used car dealers	P (17)			
Recreational vehicle, mobile home dealers	P			
Equipment dealers and equipment repair	P			
Automotive services including repair	P			
Registered dispensary(27)	C			

Land Use Table: All Zoning Districts 05.05.16	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV)⁽¹⁶⁾	Requested Contract Zone (CV)
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.	P			
Tattoo Establishments				
Industrial				
Light industrial uses	P		P(9,38)	
Industrial uses	C		P(16)	
Building and construction contractors	P(6,7)			
Fuel oil dealers and related facilities	P(6,7)			
Wholesale sales, warehousing and distribution facilities and self-storage facilities	P			
Self storage facilities	P			
Commercial solid waste disposal facilities				
Junkyards and auto graveyards				
Recycling and reprocessing facilities	C			
Private industrial/commercial developments(23)	P			
Transportation				
Airports or heliports				
Commercial parking facilities	P	C	P	
Transit and ground transportation facilities			P	
Transportation facilities	P			
Public and Utility				
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P	P	P	
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C	C	C	
Municipal buildings and facilities	P	C	P	
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways				
Dams				
Institutional				
Religious facilities	P	P	P	
Cemeteries		P		
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	P	C	P	
Hospitals, medical clinics,	P	C	P	
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	C(13)	P	
Civic and social organizations		C	P	
Public community meeting and civic function buildings including auditoriums			P	
Residential				
Single-family detached dwellings on individual residential lots		P(2)		
Mobile homes on individual residential lots				
Two-family dwellings		P		
Multifamily dwellings in accordance with the standards of Article XIII	P	P	P	P
Single-Family attached dwelling in accordance with the standards of Article XIII		P		
Mixed single-family residential developments in accordance with the standards of Article XIII		P		
Mixed residential developments in accordance with the standards of Article XIII		P		
Mixed use structures	P	P	P	P

Land Use Table: All Zoning Districts 05.05.16	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV) ⁽¹⁶⁾	Requested Contract Zone (CV)
Lodging houses		P		
Home occupations	C	P		
Bed and breakfast establishments as a home occupation	P	P	P	
In-law apartments in accordance with the standards of Article XII		P	P	
Single family cluster development				
Family day care home	P	P	P	
Shelters		C		
Dormitories				
Natural Resource				
Agriculture				
Farm Stands				
Forest management and timber harvesting activities in accordance with the standards of Article XIII	P	P		
Earth material removal				
Community gardens ⁽²⁰⁾	P	P	P	P
Water dependent uses, e.g. docks and marinas				P
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				
Recreation				
Campgrounds				
Public or private facilities for nonintensive outdoor recreation		C		P(^)
Commercial outdoor recreation and drive-in theaters				
Fitness and recreational sports centers as listed under NAICS Code 713940	P		P	P(^)

Applicable Land Use Table Footnotes:

- (1) Excludes drive-in restaurants.
- (9) Must be fully enclosed with no exterior storage.
- (15) Buildings, structures and uses accessory to permitted or conditional uses are allowed in all districts.
- (33) The performance standards of Article XII shall apply, unless otherwise specified.
- (*) Permitted in mixed use structures only.
- (^) Permitted as accessory use.

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:

Dimensional Requirements (13)	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV)	Requested Contract Zone (CV)
Minimum lot size with public sewer				
Single family detached (24)				
Single family attached				
Two-family dwellings				
Single family cluster development				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings	5,000 sf			5,000 sf

Dimensional Requirements (13)	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV)	Requested Contract Zone (CV)
Mixed use structures				5,000 sf
Agriculture				
Religious facilities				
Veterinary facilities				
Other uses				
All permitted uses	5,000 sf	None	None	
Minimum lot size without public sewer (3)				
Single family detached, mobile homes on individual lots (24)				
Single family attached				
Two-family dwellings				
Single family cluster development (1)				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings	20,000 sf			
Mixed use structures				
Agriculture				
Religious facilities				
Veterinary facilities				
Other uses	20,000 sf			
Minimum net lot area per d.u. with public sewer				
Single family detached				
Single family attached				
Two-family dwellings				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings	1,500			1,180
Mixed use structures	1,500			1,180
All permitted residential uses		(26)	None	
Minimum net lot area per d.u. without public sewer				
Single family detached, mobile homes on individual lots				
Single family attached				
Two-family dwellings				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings	1,500 sf			
Mixed use structures	1,500 sf			
All permitted residential uses				
Minimum frontage				
Single family detached, mobile homes				
Single family attached				
Two-family dwellings				
Single family cluster development (with multiple vehicular accesses)				
Mixed single family residential development (with multiple vehicular access)				
Mixed residential development (with multiple vehicular accesses) (14)				
Multifamily dwellings (with multiple vehicular accesses)				100 ft
Mixed use structures				100 ft
Agriculture				
Religious facilities				
Veterinary facilities				
Other uses				
All permitted uses	100 ft	50 ft	25 ft	
Minimum front setback				
Single family detached, mobile homes on individual lots				
Single family attached				
Two-family dwellings				
Single family cluster development				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings				25ft for principal structures; none for accessory structures

Dimensional Requirements (13)	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV)	Requested Contract Zone (CV)
Mixed use structures				25ft for principal structures; none for accessory structures
Agriculture				
Religious facilities				
Veterinary facilities				
Other uses				
All permitted uses	25ft (22)	10 ft (21,22)	none (22)	
Minimum front yard				
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				None
Mixed use structures				None
Religious facilities				
Veterinary facilities				
Other uses				
All permitted uses	10 ft	10 ft (21,22)	none (22)	
Minimum side and rear setback				
Single family detached, mobile homes on individual lots				
Single family attached				
Two-family dwellings				
Single family cluster development				
Mixed single family residential development (14)				
Mixed residential development (14)				
Multifamily dwellings				10 ft
Religious facilities				
Mixed use structures				10 ft
Veterinary facilities				
Farm structures for keeping of animals				
Other uses				
All permitted uses	20 ft	5 ft	none	
Minimum side and rear yard				
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				None
Mixed use structures				None
Religious facilities				
Veterinary facilities				
Farm structures for keeping of animals				
Other uses				
All permitted uses	10 ft (10,16)	5 ft (16, 21)	None	
Maximum height				
Agriculture				
Other permitted uses	80 ft	65 ft	No less than 20 ft; no greater than 150 feet(25)	80ft for principal structures; 20ft for accessory structures
Hospital, nursing homes and medical offices				
Ratios				
Maximum lot coverage	0.60	0.65	1.00	0.60
Maximum impervious coverage	0.80	0.65	1.00	0.80

Applicable Space and Bulk Table Footnotes:

- (13) Modifications (i.e. relaxation of standards) of setbacks, yards, maximum lot coverage ratios, maximum impervious surface ratios, minimum open space ratios, and maximum building height as contained in the district space and bulk standard may be granted by the board of appeals, planning board, staff review committee and the code enforcement officer pursuant to Articles V, VII, VIII, IX, and XIII of this Code.
- c. The density for 10 Avon Street shall not exceed 210 dwelling units and the density for 35 and 37 Avon Street shall not exceed 35 dwelling units.
- d. The lot use limitation in Art. V, Sec. 3(l) shall not apply. Two or more principal residential structures on one lot are permitted in accordance with Art. XIII, Sec. 8.
- e. The minimum lot size requirement in Art. XII, Sec. 2(e)(2) shall not apply.
- f. The additional standards for multi-unit residential development contained in Art. XIII, Sec. 8 shall not apply.
- g. Violations of any of the conditions herein will constitute a violation of the Code
- h. The conditions described herein shall bind the proponent, its successors and assigns, 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.
- i. 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.
- j. The conditions described herein shall run with the subject premises.
- k. In addition to other remedies to which the City may be entitled under applicable provisions of statute or ordinance, if any party in possession of use of the subject premises fails or refuses to comply with any of the conditions imposed, any rezoning approved by the City in accordance with the conditions shall be of no force or effect. In that event, any use of the subject premises and any building or structures developed pursuant to the rezoning shall be immediately abated and brought into compliance with all applicable provisions of the Code with the same effect as if the rezoning had never occurred.
- l. 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.

- m. 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.
- n. 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.
- o. By submitting this proposal, the proponent agrees in writing to the conditions described herein.

February The Proponent of this request hereby respectively submits this Proposal as of the 13 day of January 2019.

Proponent: Saxon Partners, LLC

[Signature]
Donald S. Smith, Manager
Androscoggin, SS Plymouth County
Lewiston, Maine Massachusetts

February 13, 2019

Personally appeared the above named Donald S. Smith and acknowledged their foregoing to be free and deed.

Notary Public
Commission Expires: David L. Arons
DAVID L ARONS ESQ



DAVID L. ARONS, ESQ
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 8, 2021

The Owner of 10, 35 and 37 Avon Street acknowledges and supports this request.

Property Owner: Lewiston Waterfront Development, LLC

[Signature]
MEMBER
Franklin
Androscoggin, SS
Lewiston, Maine
EUS. TIS

February 9, 2019

Personally appeared the above named Frederick Thurston and acknowledged their foregoing to be free and deed.

Attorney at Law Before me: Craig J. Rancourt
Notary Public
Commission Expires: MA Craig J. Rancourt Bar # 868

PURCHASE AND SALE AGREEMENT

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows, with this document being referred to herein as the "Agreement":

1. PARTIES.

SELLER: Lewiston Waterfront Development, LLC
c/o Fred Thurston @ Conifer Industries
Route 231 P.O. Box 500 New Gloucester, Maine 04260

with a copy to: John Doyon
Malone Commercial Broker
5 Moulton Street
Portland, ME 04101

And

Craig Rancourt
13 Crescent Street
Biddeford, Maine 04005

BUYER: Saxon Partners, LLC, a Massachusetts limited liability company,
or its nominee or assignee
Attention: Donald S. Smith, Manager
25 Recreation Park Drive, Suite 204
Hingham, MA 02043
Phone: 781-875-3304
Fax: 781-875-3044
E-mail: dsmith@saxon-partners.com

with a copy to: David L. Arons, Esq.
Saxon Partners LLC
25 Recreation Park Drive, Suite 204
Hingham, MA 02043
Phone: 781-875-3317
Fax: 781-875-3044
E-mail: darons@saxon-partners.com

2. PROPERTY. Those certain three lots or parcels of real estate in Lewiston, Maine, containing approximately 6.4 acres and identified as follows: 10 Avon Street, shown on Tax Map 206 as Lot 19 (5.47 acres, more or less); 35 Avon Street, shown on Tax Map 206 as Lot 28 (.18 acres, more or less); and 37 Avon Street, shown on Tax Map 206 as Lot 27 (.7 acres, more or less), together with the buildings and improvements thereon, if any and all rights, easements and other appurtenances thereto, and all rights in all permits and other benefits relating to the Property. (the "Property"). The Property is shown approximately on Exhibit A.

3. **PURCHASE PRICE.** [REDACTED] The Purchase Price, subject to any pro-rations or adjustments as provided below, shall be payable at the Closing by certified bank check or wire transfer.

4. **EFFECTIVE DATE.** The last date upon which both Parties have executed, dated and distributed this Agreement, shall be defined as the "Effective Date".

5. **DEPOSITS.** Within five (5) business days of the Effective Date, Buyer shall deposit in escrow with SVN Urbane Group ("Escrow Agent"), the amount of: [REDACTED] ("Initial Deposit"). If Buyer elects to proceed to the Permitting Period, then Buyer shall increase the Deposit by depositing in escrow with Escrow Agent an additional [REDACTED]. The Initial Deposit and all subsequent deposits hereinafter shall be collectively referred to as the "Deposit". The entire Deposit shall be credited against the Purchase Price at the Closing and shall be refundable except as specifically set forth in this Agreement. Interest, if any, on the Deposit shall follow the Deposit. Escrow Agent, however, shall not be required to use an interest-bearing account.

6. **DUE DILIGENCE AND PERMITTING PERIODS.** Buyer shall have the Due Diligence Period and the Permitting Periods (each set forth below) during which Buyer, at Buyer's sole expense, shall have the right to conduct such due diligence as Buyer deems appropriate including, without limitation, review of title, survey, current environmental reports, utilities, topography, archeological and historical, reports and other due diligence items. Buyer shall have the right to enter onto the Property for the conduct of due diligence including, without limitation, inspection, testing, survey, engineering and permitting. Seller shall reasonably cooperate with Buyer's due diligence efforts (including the release of pertinent documents to the Buyer and Buyer's attorneys, engineers and surveyors, and consultants), provided that such cooperation shall not cause Seller to incur any expenditure (unless Buyer reimburses Seller for any such expenses). Buyer understands and agrees that any on-site inspections of the Property shall be conducted upon at least twenty-four (24) hours prior written e-mail notice to Seller and, at Seller's option, in the presence of Seller or its representative, provided such Seller right shall not result in a delay in Buyer's conduct of its due diligence. Inspections shall be conducted so as not to interfere unreasonably with use of the Property by Seller or its tenants, if any. After Buyer's inspections are completed, Buyer shall restore the Property, at Buyer's sole cost and expense, substantially to its condition immediately prior to any impact due to Buyer's inspections. Prior to Buyer or any such other party entering the Property in the exercise of the access rights hereunder, Buyer shall deliver to Seller a certificate of commercial public liability insurance naming Seller as an additional insured, and evidencing coverage with commercially reasonable limits. Buyer agrees to indemnify against and hold Seller harmless from any claim, liabilities, costs, expenses (including reasonable attorneys' fees actually incurred), damages or injuries to the extent arising out of or resulting from the inspection of the Property by Buyer or its agents or representatives, provided that the foregoing shall not be applicable to the discovery of existing conditions by Buyer. Notwithstanding anything to the contrary in this Agreement, Buyer's obligation to indemnify and hold harmless Seller and the other obligations of Buyer under this Section 6 shall survive any termination of this Agreement for a period of six (6) months.

(i) **Due Diligence Period:** The Due Diligence Period shall be a period of six (6) months from the Effective Date. Within five (5) business days after the Effective Date, Seller shall provide

Buyer with copies of all relevant due diligence information in its possession including any permits, environmental reports, geotechnical information, archeological and historical reports, plans, and the most recent title/survey information. The entire Deposit (plus accrued interest, if any) will be returned to Buyer if Buyer, at any time and in Buyer's sole discretion, is not satisfied with the results of Buyer's due diligence.

On or before the end of the Due Diligence Period, Buyer may elect to continue to the Initial Permitting Period by giving written notice to Seller, provided that if Buyer fails to give notice of Buyer's election to continue to the Initial Permitting Period by the end of the Due Diligence Period, then Buyer's right to elect to terminate or to continue to the Initial Permitting Period shall continue for three (3) business days after Buyer's receipt of notice from Seller that Buyer's election had not been received by the initial due date therefor.

Buyer agrees to within six (6) months of the Effective Date submit an application to the Planning Board for construction of a multi-family development including at least 150 apartment units. The Buyer's obligation to apply to the Planning Board shall not otherwise supersede the Buyer's rights under the Due Diligence Period and the Permitting Period as set forth in this Section 6.

(ii) *Permitting Period:* Buyer shall have up to twelve (12) months after the end of the Due Diligence Period, which amounts to eighteen (18) months from the Effective Date, at Buyer's sole expense, to apply for permits and obtain zoning relief for the Property for the construction of a multi-family development including at least 150 apartment units, and to defend against the appeal from the issuance of any permits and grant of zoning relief. If Buyer elects to terminate this Agreement on or before the end of the Permitting Period, then the entire Deposit plus accrued interest (if any) will be returned to the Buyer. After the completion of six (6) full months of the Permitting Period, [REDACTED] of the Deposit shall become non-refundable per month on the first day of each subsequent month of the Permitting Period (hereinafter collectively referred to as the "Released Funds") and shall remain as part of the Deposit held by the Escrow Agent. The Released Funds will be non-refundable but will in all circumstances be applicable to the Purchase Price. Notwithstanding the foregoing, in the event that the Buyer elects to terminate on account of a Seller default under this Agreement, the Released Funds shall be fully refundable together with the remainder of the Deposit.

(iii) *Extension:* If at the end of the initial Permitting Period (eighteen (18) months from the Effective Date), there are pending applications or appeal periods that have not expired or appeals have not been resolved, or there are other pending legal actions relating to the Property, then Buyer shall have the right to extend the Permitting Period for a period ending thirty (30) days after the final resolution of the last of the foregoing matters provided Buyer is seeking to address the matter(s) in question (including the exhaustion of all appeals). Buyer shall notify Seller of the election to extend on or before the expiration of the initial Permitting Period provided that if Buyer fails to give notice of Buyer's election to terminate or to continue with the Extension of the Permitting Period by the conclusion of the initial twelve (12) month Permitting Period, then Buyer's right to elect to continue to the Extension shall continue for three (3) business days after Buyer's receipt of notice from Seller that Buyer's election had not been received by the initial due date therefor.

Buyer reserves the right, at any time during the initial Permitting Period and any Extension of the Permitting Period to terminate this Agreement and all of the Deposit(s) plus interest, if any, shall be returned to Buyer.

If Buyer terminates this Agreement, Buyer will forward to Seller copies of any relevant reports or studies on the Property performed for Buyer, such copies to be provided without any representations or warranties from Buyer, and without liability to Buyer, and shall be subject to any terms, conditions and limitations required by the issuer of the applicable reports or studies.

During the Permitting Periods and Extension Periods (if any) Buyer Shall Pay the amount of \$1,333 per month for Seller to apply to the Real Estate Taxes for the Subject property. In the event of a Seller default, the Seller shall within seven calendar days refund to the Buyer all amounts paid by the Buyer for real estate tax payments.

7. TITLE COMPLIANCE. It is understood and agreed by the parties that the Property shall not be in conformity with title provisions of the Agreement unless:

(1) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Property;

(2) The Property shall abut a public way that is duly laid out or accepted as such by the municipality where the Property is located; and

(3) Purchaser's survey or plot plan indicates that no structure or improvement situated upon the Property violates the zoning ordinances or by-laws of the municipality in which the Property is located.

8. CLOSING. Seller shall deliver the Property free and clear of all tenants and encumbrances, and with good record and marketable title, with the state of the title satisfactory to the company providing title insurance to the Buyer at Closing, and Buyer shall deliver the balance of the Purchase Price due at the Closing which shall occur at the offices of the Escrow Agent (or such other location as is designated by Buyer at least seven (7) days prior to the Closing) at 11:00 am on the first business day that is sixty (60) days after the date on which Buyer has obtained all permits and approvals that Buyer determines are required to proceed, and all appeal periods having been exhausted, to the extent there has been an appeal, with the appeal(s) having been resolved to the satisfaction of Buyer in Buyer's sole discretion. Notwithstanding the foregoing, Buyer and Seller may mutually agree on an earlier Closing by written agreement in the sole discretion of each party. At Buyer's election, the Closing shall take place by the submission (via courier, other delivery system or with respect to funds, wire transfer) in advance of or on the date of the Closing of all documents and funds to Buyer's title company, which will conduct the Closing.

9. DEED. The Property shall be conveyed by a good and sufficient quitclaim deed ("Deed") with quitclaim covenants, which Deed shall convey good and clear record and marketable title to the Property, with the state of title satisfactory to the company providing title insurance to the Buyer, free from all liens and encumbrances, except for easements of record as of the close of the

Due Diligence Period to which the Buyer has not objected in the Title Objections Notice described below (except to the extent Seller has agreed to terminate such easement(s)), the Property to be in compliance at transfer with all applicable laws, ordinances and regulations relating thereto. If Buyer has any objections to title ("Title Objections Notice"), Buyer shall provide Seller with written notice regarding the Title Objections during the Due Diligence Period, and the Seller shall be obligated to cure the Title Objections prior to the Closing as a condition of the Buyer's obligation to purchase the Property. Seller shall not allow any changes in title after the title run-down date stated in the Buyer's submission of the Title Objections Notice, except to cure any of the Title Objections prior to the Closing; otherwise, in the absence of such Title Objections, Buyer shall accept and Seller shall deliver title to the Property at Closing in the condition in which title is in on the close of the Due Diligence Period, subject only to Seller's duty to discharge: (A) all mortgages, deeds of trust, and all other monetary and liens and encumbrances of record; and (B), any other matters of record that Seller has agreed to terminate.

10. WITHHOLDING TAX. Seller hereby is notified that Buyer will withhold two and one-half percent (2.5%) of the purchase price for transfer to the State of Maine Tax Assessor pursuant to 36 M.R.S.A. §5250-A unless (a) Seller furnishes a certificate to Buyer at the Closing, as hereinafter defined, stating, under penalty of perjury, that as of the date of the Closing, Seller is a resident of the State of Maine, or (b) Seller furnishes a certificate from the State of Maine Tax Assessor to Buyer at the Closing stating that no taxes are due on the gain from the transfer of the Property or that Seller has provided adequate security to the State of Maine Tax Assessor to cover the tax liability resulting from said transfer.

11. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as Buyer's attorneys or title company may reasonably require to complete the transaction contemplated herein:

- (a) **Transfer Documents.** The Deed, a Maine Real Estate Transfer Tax Declaration of Value, and one or more assignments, as determined by Buyer, of all of Seller's right, title and interest in all permits, approvals, improvements and other property of Buyer relating to the Property;
- (b) **Title Affidavits.** Such customary certificates, affidavits or indemnity agreements as the title insurance company issuing a policies of title insurance on the Property to Buyer and Buyer's lender shall require in order to issue such policies and to omit therefrom all standard exceptions including those relating to unfiled mechanic's, materialmen's or similar liens and for parties in possession;
- (c) **Nonforeign Person Affidavit.** If applicable, such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to §1445 of the Internal Revenue Code;
- (d) **Maine Resident Affidavit.** If applicable, such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to 36 M.R.S.A. §5250-A;

(e) **Underground Oil Storage Tank and Hazardous Waste Certification.** A written notice certifying either (i) that to Seller's knowledge there is no underground oil storage facility located on the Property, (ii), no deposits of hazardous waste substances or oil products stored or discharged on the Property (as defined under the law of the State of Maine and under applicable federal law) or (iii) pursuant to 38 M.R.S.A. §563(6), if there is an underground oil storage tank facility on the Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection;

(f) **Authority of Seller and Buyer.** A certificate of good standing from the Maine Secretary of State and other documentation evidencing Seller's authority to enter into and complete the transaction contemplated by this Agreement as may be reasonably requested by Buyer's attorney and Buyer shall provide the same authority documents to Seller as may be reasonably requested by Seller's counsel; and.

(g) **Tax documents.** An IRS 1099S form and any other tax reporting forms required by State of Maine and federal government.

12. POSSESSION AND CONDITION OF PROPERTY. Full possession of the Property free of all tenants and occupants is to be delivered at the Closing; the Property to be then in the same condition as it is on the Effective Date (except to the extent Seller has agreed to make any changes to the Property), reasonable wear and tear excepted.

13. EXTENSION TO PERFECT TITLE OR MAKE PROPERTY CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or, if at the time of the Closing the Property does not conform with the terms and conditions hereof, then Seller shall use due diligence and commercially reasonable efforts to remove any defects in title (including liens and encumbrances) or to deliver possession as provided herein, or to make the Property conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to thirty (30) days, or such longer period as shall be determined by Buyer.

14. FAILURE TO PERFECT TITLE OR MAKE PROPERTY CONFORM. If at the expiration of such extended time(s) Seller shall have failed to remove any defects in title (including liens and encumbrances), deliver possession, or make the Property conform, as the case may be, all as herein agreed, then, at Buyer's option and subject to Buyer's other rights in this Agreement, the entire Deposit (including any portion thereof that would otherwise be non-refundable) promptly shall be refunded to Buyer, all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

15. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or during or at the end of any extended time for performance, to accept such title to the Property in its then condition as Seller can deliver and to pay therefor the Purchase Price without deduction, in which case, Seller shall convey such title or deliver the Property in such

condition, except that, in the event of such conveyance in accordance with the provisions of this clause, the Property shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Property to its former condition, and at Buyer's express election, pay over or assign to Buyer, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, or which would have been recoverable had Seller maintained commercially reasonable insurance on the Property, less any amounts reasonably expended by Seller for any partial restoration.

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

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

18. **RISK OF LOSS.** Until delivery of possession of the Property from Seller to Buyer, risk or loss or damage to Property by fire, storm, accident, other casualty or otherwise shall be on Seller.

19. **ADJUSTMENTS.** Water and sewer use charges, if any, real estate taxes and any other municipal assessments for the then current municipal tax year shall be apportioned, as of the Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the Deed and other transfer documents. At Buyer's election, the Property shall be removed from any current use tax assessment program such as, by way of example, open space or tree growth classification, at or prior to the Closing, in which case any penalties or other fees resulting therefrom shall be paid by Seller at or prior to the Closing. Real estate transfer taxes due on the sale will be paid by Seller and Buyer in equal amounts in accordance with Maine law.

20. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES.** If the amount of said real estate taxes and any other municipal assessments referred to in the preceding Paragraph is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

21. **DEFAULT/DAMAGES.** If Seller fails to fulfill Seller's obligations hereunder, and such failure continues for fifteen (15) days after Seller's receipt of written notice from Buyer, Buyer may elect to receive a refund of the entire Deposit (including any portion thereof that would otherwise be non-refundable) and to pursue all available remedies, pursuant to this Agreement, at law and in equity, including, without limitation, specific performance and reasonable attorneys' fees. If Buyer fails to fulfill Buyer's obligations hereunder, and such failure continues for fifteen (15) days after Buyer's receipt of written notice from Seller, then Seller shall retain the Deposit as

liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved of all obligations hereunder.

22. ASSIGNMENT/DESIGNATION OF NOMINEE. The rights and obligations of Buyer under this Agreement may be assigned by Buyer provided that such assignee agrees to assume all of Buyer's obligations hereunder. The Buyer may also designate a nominee to take title to the Property.

23. MISCELLANEOUS.

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

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

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

(d) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.

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

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

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

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

(i) Each party shall be responsible for its own legal, advisory and miscellaneous expenses associated with the completion of this transaction.

24. BROKERAGE COMMISSION. Buyer and Seller represent and warrant to each other that they have not dealt with any brokers regarding this transaction other than John Doyon of Malone Commercial ("Seller's Broker") and Tony Armstrong, SVN Urbanek Group (Buyer's Broker"). At Closing, Seller shall be responsible to pay a brokerage commission by a separate agreement between the Seller's Broker and Seller, and a brokerage commission by a separate agreement between the Buyer's Broker and Seller. The commission shall be due if and only the Deed is delivered and recorded, full consideration paid to the Seller, and not otherwise.

25. REPRESENTATIONS. Seller represents and warrants to Buyer that

(a) Seller is the owner in fee simple of the Property (subject to Seller's Mortgage, if any, and matters of record as of the Effective Date), and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with any agreement to which Seller is a party or by which Seller is bound;

(b) Seller has good and marketable title to the Property, and there are no lawsuits or other proceedings currently pending, contemplated, or threatened by or against the Seller or the Property that would affect the ownership, future development, ability to finance or enjoyment of any of the Property, or which would result in delays in the Buyer's proposed development of the Property for the construction of a multi-family project with at least 125 units;

(c) Seller has received no notice of any eminent domain proceedings or any other adverse event affecting the Property, nor of any special or betterment assessments contemplated against the Property, nor of any actions that would hinder or delay the development of the Property, and Seller has no knowledge of any of the foregoing;

(d) Seller (including Seller's employees, agents, contractors, representatives, and invitees) has not generated, released, stored, disposed of, dumped, flushed or in any way introduced on to the Property oil, hazardous material, hazardous waste or hazardous substances (hereinafter collectively called "Hazardous Substances") as those terms are defined by any applicable federal, state or local law, rule or regulation (hereinafter referred to as "Applicable Environmental Laws"), and Seller has not received notice and is not otherwise aware of any incident which would have required the filing of notice or notification pursuant to any Applicable Environmental Laws applicable to the Property;

(e) Seller is not a "foreign person," as defined by the federal Foreign Investment in Real Property Tax Act (the "Act") and at the Closing, Seller shall execute and deliver to Buyer a "non-foreign certificate," in such form as is customary;

(f) There are no violations of any governmental laws, ordinances, rules, regulations or orders concerning the Property that relate to environmental, hazardous waste, safety, health, zoning, conservation, wellands, or zoning matters;

(g) No person or entity has any right of first refusal or option to acquire the Property;

(h) There are no parties in possession or with any possessory rights, including licenses, with respect to the Property;

(i) There are not any non-monetary private restrictions affecting the Property that would hinder the development of the Property for the construction of multi-family housing with at least 125 units;

(j) As a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, Seller hereby makes to Buyer the representations and warranties contained in this Section;

(k) Seller has full right, power, authority and capacity to enter into this Agreement and each agreement, document and instrument to be executed and delivered by such Seller pursuant to this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and each such other agreement, document and instrument require no consent, authorization, permission or filing with or from any other person, entity or agency, violate no contract, agreement, order, judgment or the like that is binding upon such Seller, and have been duly authorized by all necessary action of such Seller, and no other action on the part of Seller is required in connection therewith.

(l) This Agreement and each agreement, document and instrument executed and delivered by Seller pursuant to this Agreement constitutes, or when executed and delivered will constitute, valid and binding obligations of Seller enforceable in accordance with their terms.

(m) Seller represents that all federal, state, local and other taxes will be paid through the Closing, except for those taxes for which Buyer assumes responsibility under the Agreement.

(n) Seller represents that all documentation provided to the Buyer, is to the best of the Seller's knowledge, true, accurate and complete.

It shall be a condition of Buyer's obligation to close under this Agreement that all representations and warranties made by Seller hereunder are true, both as of the date hereof and as of the Closing, and Seller shall take all actions as are required to make the foregoing representations true.

26. CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE. Buyer shall not be obligated to perform under this Agreement unless each of the following conditions shall have been fulfilled at Closing:

(a) Seller shall have timely performed its obligations under this Agreement in all material respects.

(b) As of the Closing Date, Seller's representations and warranties shall be true, correct and complete in all material respects.

(c) Seller has satisfied each of the conditions and obligations imposed on the Seller as set forth in this Purchase and Sale Agreement.

(d) The Property, consisting of land, shall be in the same condition as it is now, and specifically not subject to erosion, fire, flooding, sinkholes, or any other changes in the condition of the Property (on or below the surface).

(e) No suit shall be pending before any court, agency, regulatory or other body in which it will be or is sought to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

27. ASSUMPTION OF LIABILITIES. Buyer assumes none of Seller's liabilities, including, without limitation, (i) any obligations payable to officers, shareholders, members, affiliated companies or other parties related to Seller, and (ii) any liability of Seller for any employee benefit plans or contributions to said plans. Buyer shall also have no obligation to offer employment to employees of Seller.

28. SELLER INDEMNIFICATION. Seller shall agree to defend, indemnify and hold Buyer harmless from and against any damages, liabilities, losses and expenses (including reasonable attorney's fees) of any kind or nature whatsoever which may be sustained or suffered by Buyer based upon a breach of any representation, or covenant made by or obligation of Seller in this Agreement by reason of any claim, action or proceeding asserted or instituted or growing out of any matter covered by such representations, or covenants.

29. REMOVAL FROM MARKET. Upon the Effective Date of this Agreement and for the duration of this Agreement, Seller agrees to take the Property off the market and further agrees not to deal with any other prospective buyer.

30. NOTICES. All notices required or permitted to be given hereunder (except notices indicating the time for access to the Property, which may be verbal or by email) shall be in writing and sent by certified or registered mail, or by overnight courier, postage prepaid, or hand delivered or by facsimile transmission, addressed to the parties set forth below or to such other address or addresses as the parties may designate from time to time by notice provided in accordance with this provision. Any such notices shall be effective upon receipt or rejection of delivery by the party to which the notice is directed. Copies of all notices shall be send the counsel for each party.

Seller:
To the address first set forth above or
with respect to emails to: _____

Buyer:
To the address first set forth above or
with respect to emails to:
Donald Smith: dsmith@saxon-partners.com

and with respect to verbal notices to:

and with respect to verbal notices to:

Donald Smith: (781) 875-3304

To Counsel:

Seller's Counsel:

Craig J. Rancourt
13 Crescent St
Bradford, Me 04105
craig@rancourtllc.com
207-282-6849

Buyer's Counsel:

David L. Arons, Attorney at Law
25 Recreation Park Drive, Suite 204
Hingham, MA 02043
(781) 875-3317
darons@saxon-partners.com

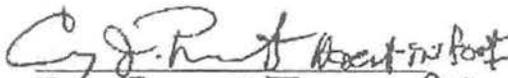
In witness whereof, the parties have executed this Purchase and Sale Agreement under seal as of the date written below.

SELLER:

BUYER:

Lewiston Waterfront Development, LLC
a Maine corporation

Saxon Partners, LLC,
a Massachusetts limited liability company



Name: Craig J. Rancourt POA
Title: Authorized Agent for
Lewiston Waterfront Development
LLC
Date: April 20, 2018



Name: Donald L. Smith
Title: Manager
Date: April 18, 2018

(The last date upon which both Parties have executed, dated and distributed this Agreement, shall be defined as the "Effective Date".)

EXHIBIT A

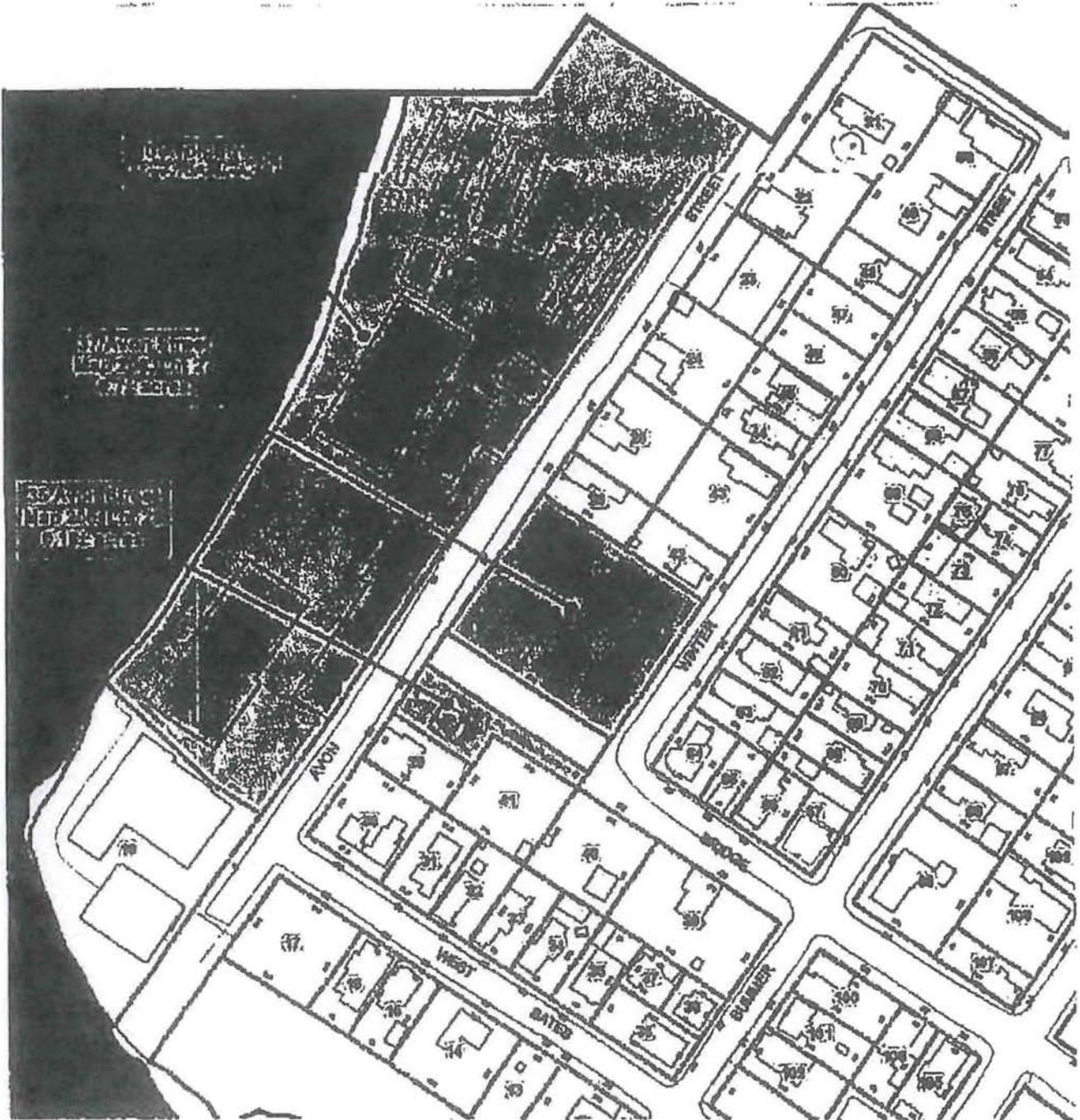
Exhibit A

TAX MAP

Source: City of Lewiston Tax Map 206, April 1, 2012.

Note: This is only a portion of tax map 206 with labels and shading added.

Copy of Map 206 is available electronically on request.



PETITION OF PINELAND LUMBER COMPANY
FOR VACATION OF CERTAIN PLATTED BUT UNACCEPTED STREETS

To the Board of Mayor and Aldermen (Municipal Officers) of the City of Lewiston,
 County of Androscoggin, State of Maine:

1. Your petitioner is the owner in fee of certain lots or parcels of land situated in said Lewiston and shown as proposed streets on a certain plan entitled "Plan of Lots in Lewiston owned by C.C. Wilson" dated January 1885, prepared by J.A. Jones and recorded on September 8, 1902 in the Androscoggin County Registry of Deeds in Book of Plans, Volume 2, No. 24, Page 31, and more specifically described as follows:

Bridge Street or Bridge Street Extension

Beginning at the most southerly corner of lot 110 as shown on the aforesaid plan and thence the line runs in a northwesterly direction along the southwesterly lines of lots 110, 111 and 112 as shown on said plan a distance of two hundred (200) feet to the intersection of Bridge Street Extension with the southeasterly line of Avon Street; thence the line continues across Avon Street a distance of fifty (50) feet to the most southerly corner of lot 141 as shown on said plan; thence the line runs in a northwesterly direction along the southwesterly line of lot 141 and lot 142 a distance of one hundred fifty (150) feet to the most westerly corner of lot 142 as shown on said plan; thence the line continues to run in a northwesterly direction along an extension of the last course a distance of approximately fifty (50) feet to the Androscoggin River; thence the line runs in a southwesterly direction along the river a distance of forty (40) feet, more or less, to a point; thence the line runs in a southeasterly direction parallel with and forty (40) feet distant southeasterly from the southwesterly lines of lots 142, lot 141, lot 112, lot 111 and lot 110 to the intersection of the southwesterly line of Bridge Street with the northwesterly line of Winter Street as shown on said plan; thence the line runs in a northeasterly direction across Bridge Street to the most southerly corner of lot 110 and the point of beginning, excepting therefrom any portion of the above premises included within Avon Street.

Water Street

Beginning at the aforesaid most westerly corner of lot 142 as shown on said plan and thence the line runs in a northerly direction along the westerly lines of lots 142, 143, 144, 145 and lot 146 as shown on said plan a distance of two hundred forty (240) feet to an angle in the westerly line of lot 146; thence the line runs in a northeasterly direction along the balance of the northwesterly line of lot 146 and along the northwesterly lines of lots 147 through 156 as shown on said plan a distance of five hundred thirty (530) feet to the intersection of the southeasterly line of Water Street with the southwesterly line of Holland Street as shown on said plan; thence the line runs in a northwesterly direction along an extension of the northeasterly line of lot 156 a distance of fifty (50) feet to a point; thence the line runs in a southwesterly direction parallel with the northwesterly lines of said lots 146 through 156 inclusive to the Androscoggin River; thence the line runs in a southwesterly direction along the Androscoggin River to a point intersected by the northeasterly line of Bridge Street described above; thence the line runs in a southeasterly direction by the above described northeasterly line of Bridge Street to the point of beginning.

2. Your petitioner avers that the above described streets do not have the status of accepted and located public ways. While same are shown on the Plans above referred to, they have never been accepted nor used as streets since they have never been laid out on the surface of the earth.

3. Your petitioner avers that the above described land may be subject to rights of way or easements in favor of certain owners of lots shown on the aforesaid Plan.

WHEREFORE your petitioner prays that the Board of Mayor and Aldermen may vacate in whole the proposed location of the streets described in paragraph one of this petition in accordance with the provisions of Title 23, Chapter 303, Section 3012 of M.R.S.A. 1964. Your petitioner further prays that said Board of Mayor and Aldermen shall cause written notice of the filing of within petition and their intentions to be posted for seven days in two public places in said City of Lewiston and in the vicinity of the land above described.

Your petitioner stands ready to pay all damages occasioned by the vacating of said proposed streets.

Dated at Lewiston, Maine this 28th day of March, 1974.

PINELAND LUMBER COMPANY

By Kenneth A. Jones
President

ORDER VACATING CERTAIN PROPOSED AND PLATTED BUT UNACCEPTED STREETS

It appearing that proper notice on the petition of Pineland Lumber Company ordering a public hearing at the proposed locations on the 20th day of May 1974, at 10:15 o'clock in the forenoon, attested by the City Clerk was posted at two public places in the City of Lewiston and in the vicinity of the ways, in accordance with Maine Revised Statutes Annotated, and acts amendatory thereof, at least seven days before the time fixed for said hearing as set forth in said Order of Notice, and after full hearing of all the parties concerned, it is hereby determined:

1. That Pineland Lumber Company is the owner in fee simple absolute of the after-described property.
2. That public convenience and necessity no longer require the location of certain proposed streets or parts of the same as shown on a plan entitled "Plan of Lots in Lewiston owned by C.C. Wilson" and recorded in the Androscoggin County Registry of Deeds in Book of Plans, Volume 2, Page 31, as hereinafter described, and therefore, in accordance with the law in such cases made and provided, the municipal officers do hereby vote, decree, order and determine that those proposed streets or parts of the same as hereinafter described and referred to, are hereby discontinued and vacated and are no longer proposed public ways for the convenience of the public and; it is further ordered and declared that no damages are allowed:

Bridge Street or Bridge Street Extension

Beginning at the most southerly corner of lot 110 as shown on the aforesaid plan and thence the line runs in a northwesterly direction along the southwesterly lines of lots 110, 111 and 112 as shown on said plan a distance of two hundred (200) feet to the intersection of Bridge Street Extension with the southeasterly line of Avon Street; thence the line continues across Avon Street a distance of Fifty (50) feet to the most southerly corner of lot 141 as shown on said plan; thence the line runs in a northwesterly direction along the southwesterly line of lot 141 and lot 142 a distance of one hundred fifty (150) feet to the most westerly corner of lot 142 as shown on said plan; thence the line continues to run in a northwesterly direction along an extension of the last course a distance of approximately fifty (50) feet to the Androscoggin River; thence the line runs in a southwesterly direction along the river a distance of forty (40) feet, more or less, to a point; thence the line runs in a southeasterly direction parallel with and forty (40) feet distant southeasterly from the southwesterly lines of lots 142, lot 141, lot 112, lot 111 and lot 110 to the intersection of the southwesterly line of Bridge Street with the northwesterly line of Winter Street as shown on said plan; thence the line runs in a northeasterly direction across Bridge Street to the most southerly corner of lot 110 and the point of beginning, excepting therefrom any portion of the above premises included within Avon Street.

Water Street

Beginning at the aforesaid most westerly corner of lot 142 as shown on said plan and thence the line runs in a northerly direction along the westerly lines of lots 142, 143, 144, 145 and lot 146 as shown on said plan a distance of two hundred forty (240) feet to an angle in the westerly line of lot 146; thence the line runs in a northeasterly direction along the balance of the northwesterly line of lot 146 and along the northwesterly lines of lots 147 through 156 as shown on said plan a distance of five hundred thirty (530) feet to the intersection of the southeasterly line of Water Street with the southwesterly line of Holland Street as shown on said plan; thence the

line runs in a northwesterly direction along an extension of the north-
easterly line of lot 156 a distance of fifty (50) feet to a point;
thence the line runs in a southwesterly direction parallel with the
northwesterly lines of said lots 146 through 156 inclusive to the
Androscoggin River; thence the line runs in a southwesterly direction
along the Androscoggin River to a point intersected by the northeasterly
line of Bridge Street described above; thence the line runs in a south-
easterly direction by the above described northeasterly line of Bridge
Street to the point of beginning.

Dated at Lewiston, Maine, this 21st day of May, 1974.

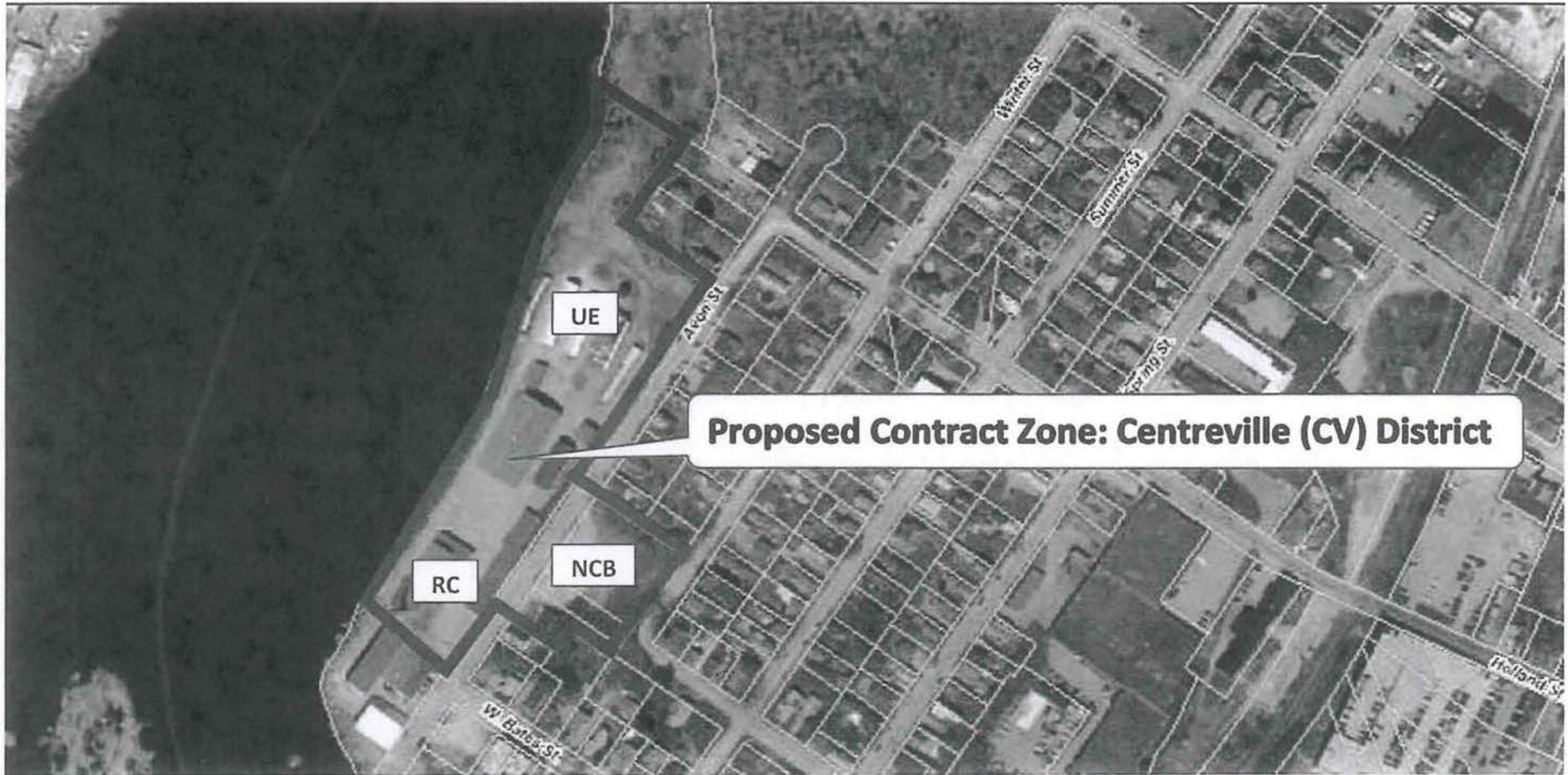
MAYOR AND BOARD OF ALDERMEN

George F. Berube
Kenneth J. Babin
Lillian L. Caron

Gauldie D.
Charles J. Gentry
John W. Harvick
George F. Call

A true record, Attest:

Gerald P. Berube
Gerald P. Berube
City Clerk
Lewiston, Maine



Proposed Contract Zone: Centreville (CV) District
10, 35, 37 Avon Street

From: [Clark, Colin A](#)
To: [Douglas Greene](#)
Cc: [David Hediger](#)
Subject: RE: [EXTERNAL SENDER] Shoreland question+
Date: Thursday, December 13, 2018 1:16:59 PM

Good afternoon Doug and David

I have done a little some research on the issue and determined that this project would be accomplished by doing a contract zone for the property rather than amending the ordinance to allow more dwellings on that property. This has come up a couple times and it seems from what I have read the contract zoning is the way to go.

Let me know if you need any assistance when you begin updating the SLZ ordinance if I can be of any help.

Take care

Colin A. Clark
Shoreland Zoning Coordinator in the Bureau of Land Resources
Maine Department of Environmental Protection
Tel (207) 441-7419
www.maine.gov/dep

From: Douglas Greene [mailto:DGreene@lewistonmaine.gov]
Sent: Tuesday, December 11, 2018 2:23 PM
To: Clark, Colin A <Colin.A.Clark@maine.gov>
Cc: David Hediger <DHediger@lewistonmaine.gov>
Subject: RE: [EXTERNAL SENDER] Shoreland question+

Hi Colin,
Wanted to check in with you to see if you've been able to find any answers to our questions?
Thanks,
Doug

Douglas M. Greene; AICP, RLA
City Planner
Deputy Director Planning
and Code Enforcement
City Of Lewiston
27 Pine Street
Lewiston, ME 04240
dgreene@lewistonmaine.gov
207-513-3125 ext. 3223
Fax: 207-795-5071

From: Douglas Greene

Sent: Tuesday, December 4, 2018 8:53 AM
To: 'Clark, Colin A' <Colin.A.Clark@maine.gov>
Cc: David Hediger <DHediger@lewistonmaine.gov>
Subject: RE: [EXTERNAL SENDER] Shoreland question+

Thanks Colin. Has this question come up from other similar communities?

Douglas M. Greene; AICP, RLA
City Planner
Deputy Director Planning
and Code Enforcement
City Of Lewiston
27 Pine Street
Lewiston, ME 04240
dgreene@lewistonmaine.gov
207-513-3125 ext. 3223
Fax: 207-795-5071

From: Clark, Colin A <Colin.A.Clark@maine.gov>
Sent: Tuesday, December 4, 2018 8:34 AM
To: Douglas Greene <DGreene@lewistonmaine.gov>
Cc: David Hediger <DHediger@lewistonmaine.gov>
Subject: RE: [EXTERNAL SENDER] Shoreland question+

Good Morning,

I will do some research and get back to you on the best way to proceed with this project. I want to make sure I get you all the info in one concise statement. Thanks for your patience.

Colin A. Clark
Shoreland Zoning Coordinator in the Bureau of Land Resources
Maine Department of Environmental Protection
Tel (207) 441-7419
www.maine.gov/dep

From: Douglas Greene [<mailto:DGreene@lewistonmaine.gov>]
Sent: Monday, December 03, 2018 4:24 PM
To: Clark, Colin A <Colin.A.Clark@maine.gov>
Cc: David Hediger <DHediger@lewistonmaine.gov>
Subject: [EXTERNAL SENDER] Shoreland question+

Hi Colin,
We have a potential development at a site that borders the Androscoggin River. The project proposes 240 single bedroom, market rate apartments on a 6 acre site. In working with the developer, the proposal will need a contract zone to make the density work as the current

zoning will not allow that density level. As you know Lewiston has 25' general development shoreland setback in the downtown/urban Lewiston area and on this site, there will be replanting in native plantings within the 25' setback and a greenway (riverwalk) trail just outside the 25' mark.

One question we have for you is there is a section in our Shoreland Ordinance that requires 40,000 sf for each dwelling unit. The section right below that has a 60,000 sf lot size per principle structure. (see attached) Would a 240 unit apartment (3 buildings) be considered a commercial use? Otherwise we're asking you for help in navigating through this situation. It would seem that this lot size per dwelling unit requirement would be not a proper fit for any residential development along the Androscoggin River in our downtown area.

David Hediger also brought up a section from the state Shoreland Law regarding Commissioner approval from **§438-A. Municipal authority; state oversight**

3. Commissioner approval. Municipal ordinances, amendments and any repeals of ordinances are not effective unless approved by the commissioner. In determining whether to approve municipal ordinances or amendments, the commissioner shall consider the legislative purposes described in section 435, the minimum guidelines and any special local conditions which, in the judgment of the commissioner, justify a departure from the requirements of the minimum guidelines in a manner not inconsistent with the legislative purposes described in section 435. Recognizing that the guidelines are intended as minimum standards, the commissioner shall approve a municipal ordinance that imposes more restrictive standards than those in the guidelines. If an ordinance or an amendment adopted by a municipality contains standards inconsistent with or less stringent than the minimum guidelines, the commissioner, after notice to the municipality, may approve the proposed ordinances or amendment with conditions imposing the minimum guidelines in place of the inconsistent or less stringent standard or standards. Those conditions are effective and binding within the municipality and must be administered and enforced by the municipality. If the commissioner fails to act on any proposed municipal ordinance or amendment within 45 days of the commissioner's receipt of the proposed ordinance or amendment, the ordinance or amendment is automatically approved. Any application for a shoreland zoning permit submitted to a municipality within the 45-day period is governed by the terms of the proposed ordinance or amendment if the ordinance or amendment is approved under this subsection. A municipality may appeal to the board a decision of the commissioner under this subsection.

Again, we'd appreciate any thoughts and suggestions you can offer.

By the way, I'm close to sitting down with David Hediger to go over a complete re-write of our Shoreland Ordinance. Look forward to sending that your way once in a state to do so.

Take Care,

Doug

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Deputy Director Planning
and Code Enforcement
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LEWISTON CITY COUNCIL
MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Budget Public Hearing for the Fiscal Year 2020 Budget.

INFORMATION:

The City Council schedules and conducts two public hearings regarding the budget to receive citizen input and comment. The first budget public hearing will be held during this meeting and the final budget public hearing is scheduled for May 7, to be held before the final vote regarding budget adoption.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This public hearing is part of the budget process to receive citizen input.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To conduct the First Budget Public Hearing to receive citizen input and communication regarding the proposed Fiscal Year 2020 Municipal Budget.



EXECUTIVE

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

March 15, 2019

Honorable Mayor and Members of the City Council:

The attached budget is submitted in accordance with the applicable provisions of the City Charter. While it presents a complete spending plan for the coming year and could be adopted as presented, it should more appropriately be seen as a starting point for review and deliberation and as a vehicle for the presentation and discussion of numerous issues. What follows highlights significant changes from the current year's budget and addresses some of the on-going fiscal and operational challenges the City faces over the coming year.

BUDGET HIGHLIGHTS

The proposed budget calls for an increase in both City (6.08%) and school (4.22%) expenditures. These increases are partially offset by growth in both City and school non-property tax revenues, with schools seeing a significant increase in state aid and proposing to use \$1,766,686 in fund balance. As a result, proposed spending increases translate into a more moderate tax rate increase of \$.85 (81 cents City, 4 cents county, and no increase for schools), or 2.98% overall.

Next year's capital needs are proposed to be addressed from a variety of sources including bonds and the use of \$2.6 million in fund balance. The following proposal calls for reducing the bond authorization in the adopted FY20 LCIP from the original \$14,385,000 to \$12,920,500, an amount still above our 80% bond authorization limit. Capital needs and our ability to meet them will require careful discussion and priority setting during this year's budget process and are among the largest challenges we will face over the next several years.

On a positive note, none of our utilities will require a rate increase next year.

All of the various budget issues and considerations are discussed in greater detail below.

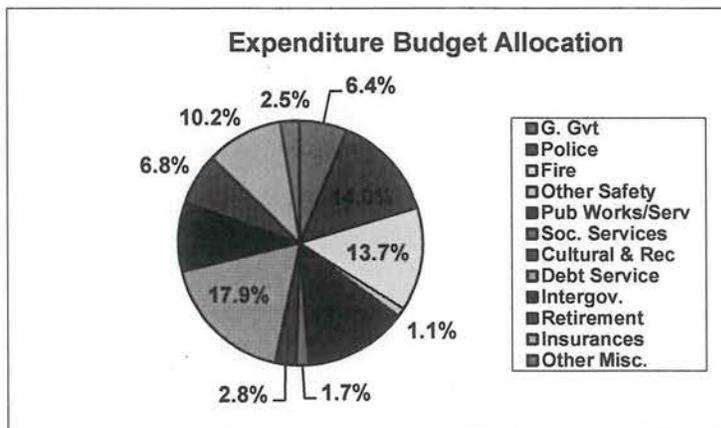
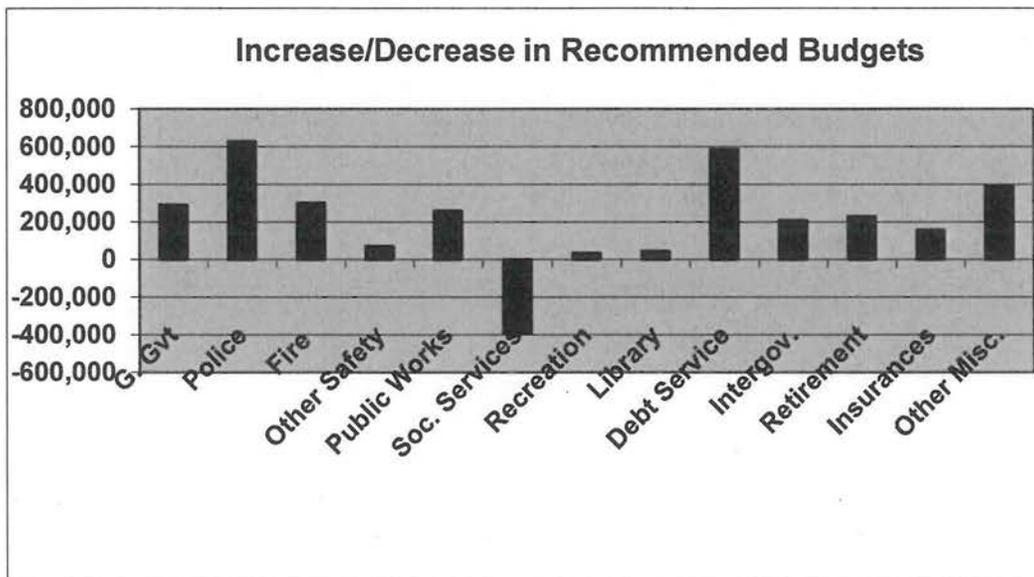
GENERAL FUND EXPENDITURES

On the municipal side, including the county tax, we are proposing a General Fund expenditure budget of \$48,911,204, an increase of \$2,803,202, or 6.08%.

Based on initial budgets submissions, the City's various departments requested an additional \$6,355,690 for FY20. The proposal before you reduces these requests by \$3,552,489. Of this amount, \$2,643,725 relates to items proposed to be funded from fund balance. The remaining \$908,764 are budget reductions. Note, however, that some of the essential items eliminated from the operating budget are proposed to be funded from other sources as described below.

This proposal does not include any personnel reductions, recognizing the significant cuts that were made beginning in Fiscal Year 2011 as the City responded to the recession, the increasing difficulty we face in meeting the service demands and expectations of the community, and the interest the Council has shown over the last several years in restoring some of the earlier personnel cuts. As instructed by Council, two new positions have been included in the proposed budget – an Assistant Fire Chief and a City Planner. The anticipated cost of wages for these positions is \$216,417.

The following two charts show the dollar change in the budgets of the various departments and the percentage of the overall budget allocation that they represent.



Major Budget Factors

Personnel services, including employee fringe benefits, have increased by \$1,965,625 due to negotiated salary adjustments, additional public safety overtime, healthcare costs, and additional workers compensation funding. Personnel services increases alone represent 95.7% of the increase in the proposed city operating budget, excluding the county and debt service. Regular

salaries and overtime rose by a combined \$1,226,824. Please remember that we do have one bargaining unit contract expiring this June 30th with negotiations beginning shortly.

In spite of all bargaining units now converted to the PPO 500 health insurance plan, health related expenses are projected to increase by \$197,000 based on the most recent available information on current year utilization. As mentioned during the FY18 audit presentation, the workers compensation fund has an unfunded liability of \$3.5 million. An additional \$224,791 is provided in this budget to reduce that gap.

Contractual services are up \$367,638 or 7.2%. Major areas of increase include a rise in vehicle rental rates from the Municipal Garage (\$51,991); cleaning of municipal buildings attributed to new service contracts (\$40,825); various repairs to municipal vehicles and equipment (\$57,146) mostly attributed to maintenance and required rust-proofing on the city's municipal garage equipment (\$25,000); additional funding for street line painting related to crosswalk enhancement costs and additional contract work for items such as stop bars and turn arrows (\$49,505); maintenance and licensing costs (\$63,972); and contract waste and ash hauling (\$25,140).

Overall, supplies and materials rose by \$27,611 or 1.2%, primarily due to an anticipated fuel price increase. (\$50,923) and employee and department apparel costs (\$28,854), partially offset by reductions in general assistance food and medical reimbursements of \$35,000.

All requested general Fund capital expenditures and other one-time costs have been eliminated from the operating budget or are recommended to be funded through fund balance. The recommended use of \$2,643,725 of fund balance is discussed further below.

Fixed costs rose by \$442,327 or 3%, most of which represents debt service (\$584,841). Our joint agency funding is increasing by \$43,259, with the airport requesting \$191,000 in city funding, or \$19,000 more than the current year's \$172,000; the transit system request is for \$280,301 compared to the current \$256,545¹; and LA 911 is asking for an additional \$503 for a total budget of \$1,134,319. All of these joint agencies will be discussed further during the budget process, and final funding will require coordination with the City of Auburn.

The above increases are tempered by a \$350,000 reduction to general assistance rent reimbursements based on the declining trend we are seeing in the number of GA clients. This proposed budget also includes electricity savings of \$149,000 resulting from the street light LED replacement project that is currently underway.

Debt Service

Next year's General Fund debt service will increase by \$584,841 or 7.2%. We are currently planning to go to market in early summer to sell FY19's bonds in order to secure a competitive interest rate prior to further Federal Reserve interest rate adjustments. As a result, the FY20

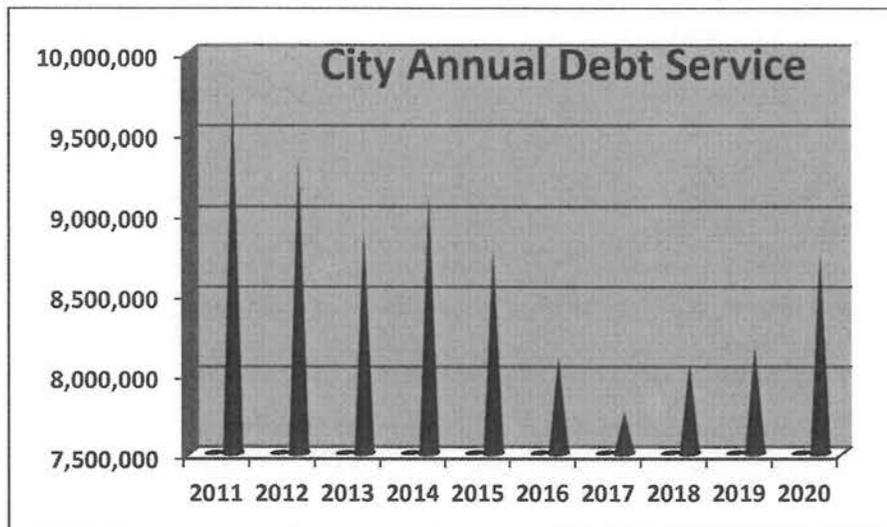
¹ This increase is based on current transit service levels. As you may recall, several years ago the City of Auburn reduced its funding to the Lewiston Auburn Transit Committee, resulting in a decrease in service to Auburn. Auburn administration has requested a proposal from LATC to restore and marginally improve the prior service level. This will increase the transit systems proposed local municipal support by \$169,574 and Lewiston's share by an additional \$53,747. This service expansion is not included in the proposed budget but is one of the above current/additional services requests that will be discussed during the budget process.

operating budget is impacted by both the bond sale described above and the bonds sold in May of 2018.

In spite of this large increase, debt service remains about \$1.4 million below its FY10 peak of \$10.2 million. Since that peak, when debt service represented 23.3% of the city-side budget, the percentage of our budget devoted to debt service has declined, with FY20's at 17.9%.

The City is continuing to maintain the rapid debt amortization goal we have pursued for some time; however, with rising interest rates and larger projects slated for the future, we may need to increase the average life of outstanding debt to keep budgetary impacts manageable.

The chart below shows the City's annual debt service costs for the period from FY11 through FY20. The reduction over this period has resulted from a combination of factors including the Council's adoption of an aggressive bond authorization limit, refinancing outstanding debt at lower rates, early pay off of the Colisee debt, and the recent favorable interest rate environment. At the same time that total debt service payments have declined, we have also worked to reduce the length of bond amortization from the prior average of 15 years to closer to 7.5 years, reducing overall interest costs. This multi-pronged approach has reduced the general fund's outstanding interest over this same time by \$14,553,562. We should take pride in this accomplishment, reflecting as it does the commitment on the part of both the Council and management to address the debt service burden.

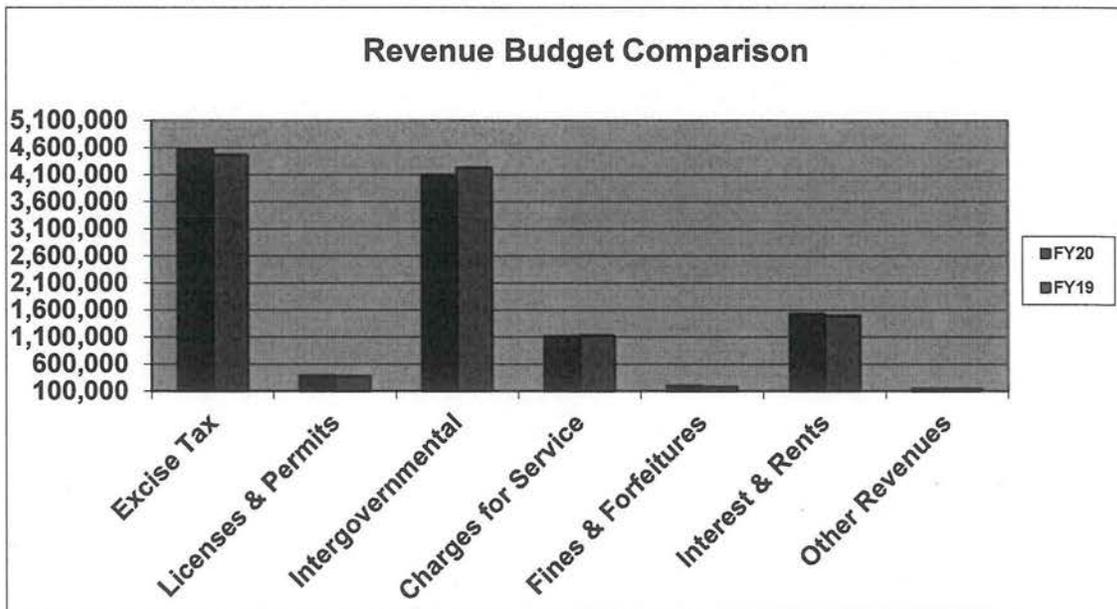


CITY REVENUES

FY20's revenues are anticipated to rise slightly by \$25,798 or .21%. At \$12,040,715, next year's revenues remain more than 12.9% lower than they were in FY08. This is largely the result of dramatic reductions in state revenue sharing. By statute, the state should distribute 5% of sales and income taxes to its cities and towns. It currently provides 2%. This represents a \$4.0 million annual loss. If the State were to fund the additional revenue sharing proposed in the Governor's budget, which increases the current 2% to 2.5%, the \$728,404 in additional revenue would reduce the proposed increase in the city-side tax rate from 81 cents to 45 cents, reducing the total city-school-county tax rate increase to 49 cents, or 1.7%.

Auto excise tax continues to outpace expectations, and we anticipate a \$110,000 increase next year. We are currently projecting state revenue sharing to increase by \$150,000, but await updated projections from Maine State Revenue Services. General Assistance reimbursement decreases by \$268,139. This represents the State's 70% cost-share of next year's projected \$383,055 cost decrease. Other revenues projected to increase include municipal parking garage revenue (\$57,150), parking violations (\$8,670), and investment income (\$35,000). Anticipated declines in revenue include Airpark tax-sharing revenue resulting from a decrease in value (\$21,697), apartment building trash collection fees (\$29,190), and rental income derived from the Violations Bureau (\$54,952).

The graph below depicts the fluctuation in revenue sources between FY19 and FY20.



SCHOOL DEPARTMENT

The following is based on the budget information furnished by Lewiston Public Schools on March 4th.

The School Department anticipates an additional \$1.27 million in revenues due to increasing state general purpose aid and reimbursements for expenses associated with the new elementary school. In addition, the department plans to carryforward \$1,766,686 from fund balance, an increase from the current year's \$202,000.

The proposed FY20 School Department budget calls for a \$3,499,989 or 4.22% increase in expenditures. The major cost drivers are wages and benefits, increased enrollment, and special education.

Under the essential programs and services (EPS) education funding model, the state determines the amount each school unit must spend to meet minimum educational requirements. Once a district knows the amount it will receive in state aid, it is required to raise the remaining amount

to reach full EPS funding. The amount of property taxes that must be raised to reach the EPS funding level is referred to as the "required local share."

For a number of years following the recession, the state relaxed this requirement, allowing districts to raise less than the required local share. Lewiston Schools did this. When the local share requirement was phased back in, the City was required to provide additional property tax support for schools in order to avoid steep losses in state aid. We reached the full required local share in FY19 and have maintained funding at the required minimum since then.

The School Committee is recommending a budget that would result in maintaining the current school tax rate of \$10.68. It should be noted, however, that this is about 19 cents higher than the tax rate required to raise the minimum local share. The City Council is scheduled to meet with the School Committee on their budget submission on March 25th at 6:45 pm at Lewiston High School.

Greater detail can be found in the complete school department budget provided separately.

NEW PROGRAM REQUESTS

As is our practice, departments wishing to fund new programs have submitted separate requests for things like new, restored, or expanded services, new personnel, or non-replacement equipment. Rather than including these requests in the base budget, this approach highlights them and ensures that they are separately reviewed.

New program requests for the General Fund total \$1,185,109. None of these requests are currently included in the proposed budget, although several of them should receive careful consideration by the Council.

Notable requests include: additional personnel in City Clerk (\$48,224), Finance (\$66,196), Police (\$155,277 – two police officers and a partial SRO), a fire inspector suggested as part of the rental registration discussions (\$60,529), Public Works highway worker (\$53,915), a fleet equipment service person (\$53,154), two equipment mechanics (\$134,698), a library technician (\$31,129), a recreation programmer (\$71,236), a programming aide (\$17,958), and additional temporary wages for the aquatics program (\$18,424). Non-personnel requests include tablet functionality in two departments to allow for remote data entry (\$22,960); aerial photography scanning (\$13,000); an employee appreciation event (\$3,000); contract plowing (\$108,000); contract parking management (\$173,566); a fire vehicle (\$41,476); and providing in-house transportation for the code enforcement department (\$61,620).

Most of the positions requested reflect reinstatements of those eliminated at some point in the past. Contracted snowplowing provides additional capacity for winter operations given the number of vacancies on the "B" team. Contracting parking management is an element of the city-wide parking study that will be presented in early April. Code inspectors are requesting three vehicles to share within the department to reduce maintenance and wear-and-tear on their personal vehicles.

A complete listing of new programs is attached and department directors will be asked to address each of them during the presentation of their budgets.

CAPITAL

Departmental capital and other one-time repair requests totaled \$2,643,725, down from the last year's amount of \$4.6 million. All \$3,016,735 in requested capital items were either removed from the operating budget (\$373,010) or and recommended for funding through fund balance (\$2,643,725), or deferred.

Use of Fund Balance

City policy wisely limits use of fund balance to capital items and one-time expenditures, not for operating expenses. The policy calls for fund balance to be maintained at no less than 8% and no more than 12% of General Fund revenues and transfers in. As of June 30, 2018, the City's unassigned fund balance was at 12.94%.

We are proposing to use \$2,643,725 in fund balance to address certain capital and one-time needs initially requested within the General Fund operating budget. This would reduce the unassigned fund balance to 10.86%. Further, an additional \$200,000 of proposed LCIP projects are recommended to be supported by fund balance, further reducing the unassigned fund balance to 10.71%.

Among the municipal projects to be funded from fund balance are: information technology equipment and software (\$86,350); building improvements at City Hall (\$40,567); improving the former Violations Bureau to allow for police occupancy (\$134,385); parking garage improvements (\$49,000); 5 police vehicles (\$143,000); office and public safety equipment for the fire department (\$29,498); Central Fire Station improvements (\$45,000); transit bus replacement (\$50,000); sidewalk improvements (\$21,800); archiving of property records (\$25,000); street lighting asset management software (\$12,000); an initial inventory of LED bulbs for light replacement (\$21,000); regulatory compliance and improvements at the solid waste facility (\$414,000); various Municipal Garage vehicles and equipment outlined in the LCIP (\$1,334,700); replacing the carpet on the first floor of the library (\$86,000); library security upgrades and energy improvements (\$41,355), and numerous small building and property improvements.

As a reminder, the School Department is proposing to use \$1,766,686 in school fund balance toward next year's operating expenses. Overall, therefore, the FY20 proposed budget calls for using \$4,610,410 of the combined City/School fund balance for capital, one-time, and school operating purposes. The Council should recognize that there is no guarantee that such a large amount will be available in future years.

LCIP

The 2020 LCIP proposes borrowing \$8,162,500 for city projects, \$3,622,500 for joint agency projects, and \$2,600,000 for school projects for a total of \$14,385,000, an amount which exceeds the 80% bond authorization limit by \$7,298,956. We are initially proposing that \$12,920,500 of these projects be authorized, an amount that will still exceed the 80% limit by \$5,834,456. As noted, I anticipate that the LCIP will be a significant item of discussion during the budget process in concert with the recommendations outlined above proposing to fund certain operating capital budget items from fund balance.

A complete listing of all capital requests and their funding status is included elsewhere in this document.

TAX LEVY LIMITATIONS (L.D. 1)

Under the state's tax levy limitation law (L.D. 1), the City can increase its property tax levy by two factors: the ten year statewide annual average growth in real personal income and the growth in our property tax base due to new value. The state has set the income growth factor for next year at 2.77%, a slight increase from the current year's 2.61%. The property growth factor, based on the new property added to our tax rolls for FY19 (the prior tax year is used for this purpose), is estimated at 1.44% compared to this year's 1.8%. In total, therefore, the City's property tax levy could increase under L.D. 1 by 4.21%. The proposed budget exceeds this limit.

However, the City has operated below the L.D. 1 limit in prior years, and the formula allows future levy increases to be netted against prior levies that have been under the limit. Taking all of this into consideration, the L.D. 1 levy limit for FY20 is \$48,109,287. The proposed levy of \$33,989,472 (city only) is \$14,119,815, or roughly 29% below the L.D. 1 limit.

GROSS DOMESTIC PRODUCT IMPLICIT PRICE DEFLATOR (GDP-IPD)

Section 6.06 (f) of the City Charter requires that the increase in the General Fund's expenditure budget not exceed the percentage increase in the Gross National Product Implicit Price Deflator (GNP-IPD)² for the 12-month period ending September 2018. The percent increase in the GNP-IPD for this period is 2.20%, an amount above last year's 1.25%. The expenditure increase in the overall proposed City budget (City & School) is 4.88%, or 2.68 percentage points above the GNP-IPD limit. If the budget exceeds the 2.20% limit, a super majority vote of five members of the City Council will be required to adopt the budget. To reduce the budget to stay within the limit would require expenditure reductions of about \$3.46 million.

COUNTY TAX

The City's share of the Androscoggin County budget will increase \$164,459, or 6.05%, to \$2,881,017.

ASSESSED VALUE

Based on preliminary estimates, Assessing anticipates that our value for the coming year will increase by a net \$61.7 million or 3.2%. This is a significant uptick compared to the recent trend we have seen of slow to no assessed value growth. Assessing is continuing its work, and this value estimate is tentative and subject to change over the next few months.

TAX RATE

² The GDP price deflator is an economic metric that accounts for inflation by converting domestic output measured at current prices into constant-dollar GDP. Unlike the Consumer Price Index, the GDP-IPD is not based on a fixed basket of goods to be measured, allowing it to recognize changes in consumption patterns or the introduction of new goods and services.

The proposed budget results in an estimated tax rate of \$29.52, an increase of \$.85 or approximately 3.0% from the current year. The City tax rate increases by 81 cents, the county rate by 4 cents, and the school has no increase.

Under our current assessing practices, we anticipate that our assessment ratio will remain at 88% for the current year, producing a homestead exemption of \$17,600. With the proposed tax rate increase, an owner occupied home valued at \$75,000 would see a \$49 annual property tax increase; a \$150,000 home would see \$113 more; and a \$250,000 home would see a \$198 higher bill.

ENTERPRISE FUNDS

The City operates three enterprise funds – Water, Sewer, and Storm Water. The following summarizes each fund’s projected revenues, expenditures, net operating results, and cash balances expected as of June 30, 2019.

All three of our utilities are projected to end the current fiscal year with a cash surplus. However, the water fund is projecting a current year deficit of \$487,296 and a FY20 loss of \$551,739³. Given the projected positive cash balance of \$741,432 at the end of FY19, the utility will be able to operate next year with no rate increase.

The Sewer utility is anticipated to have a deficit cash flow of \$139,191 for the current year, leaving it with an ending cash balance of \$962,787. This balance is sufficient to fund the projected operating deficit of \$363,210 for next year. As a result, we are not recommending a sewer rate increase.

Storm Water is estimated to have a slight deficit of \$15,296 for this year and a projected ending cash balance of \$1,025,039, an amount adequate to fund an \$187,506 projected FY20 operating deficit, thus avoiding a rate increase in FY20.

**OPERATING SUMMARY
ENTERPRISE FUNDS**

Fund	Revenues	Expenditures	Net	Projected FY20 Ending Cash
Water	\$5,281,173	\$5,832,912	(\$551,739)	\$189,693
Sewer	6,498,467	6,861,677	(363,210)	599,577
Storm Water	2,910,000	3,097,506	(187,506)	837,533

Water Utility

The last water rate increase, of 20%, was adopted in May 2013. Although managing to avoid a rate increase this year, an increase is almost guaranteed in FY21. The Council should debate the merits of deferring a rate increase for one year with a necessarily larger required rate adjustment in FY21 vs. implementing two smaller rate increases for FY20 and FY21. Please also

³ Note that the projected water fund operating deficit is slightly more than 10% of annual revenues. Given the declining cash position of the utility, a rate increase will likely be required in FY21.

keep in mind that water utilities, unlike sewer and storm water, are regulated by the Maine Public Utilities Commission, which requires a more complicated process to implement rate increases.

We estimate the Water utility will operate at a \$551,739 cash deficit in the coming year. Revenues are projected to decrease by \$100,000 to \$5.28 million. Expenditures are up by \$114,785 or 2.0%.

Utility payroll and benefits are up by \$28,147 (2%) due to current labor contracts and a projected increase in the City's healthcare cost. Operating expenses shrunk by \$11,755 or .9%. Capital expenses are proposed to decrease by \$15,000 (2.7%). Debt service requirements increase by \$113,393 or 4.8%.

Water has three proposed LCIP projects recommended for bond funding: distribution water main replacement/rehabilitation in the amount of \$2 million; water software modeling and the master plan update for \$200,000; and a \$1.2 million allocation for a Lake Auburn alum treatment. Based on more recent information, it appears that the extent and cost of the proposed alum treatment can be reduced to an estimated \$750,000, to be split equally between Lewiston Water and the Auburn Water District.

Sewer Utility

The last sewer rate increase was 16% in FY18. Similar to water, revenues are projected to decrease by 2.1% or \$137,584.

We anticipate that the sewer utility will operate at a \$962,787 cash surplus at the end of the current year and \$599,577 at the end of FY20. Expenditures are projected to increase by \$114,228 (1.9%). Payroll and benefits are up \$1,903 (.2%). Debt service is up \$240,844 or 14.7%; and capital outlay is down \$105,600 (53.7%). Operating expenses are down by \$25,145 (4%); Lewiston will cover 62.9% of the total cost of operating our joint wastewater treatment plant, a decrease of about 5 percentage points over the current year⁴. As a result, the City's contribution will increase only slightly by \$2,226 or .8%.

The LCIP includes a number of sewer bond projects including: rehabilitation of old sewer mains (\$1,100,000); inspection and rehabilitation of our collection system (\$480,000); and pump station replacement (\$200,000).

Storm Water Utility

The storm water fee was increased in fiscal year 2018 by 15%. The utility shows an estimated operating loss of \$15,296 in 2019, and \$187,506 in FY20.

Utility revenues are estimated to remain flat. Expenses will increase by about \$188,129 or 6.5%. The \$13,456 reduction in payroll and benefits will temper an increase in debt service of \$150,196 or 10.3%. Capital outlay rose by \$31,150 or 16.4%, and operating expenses climbed by \$20,239 (4.5%).

⁴ The costs of the treatment plant are allocated between Lewiston and Auburn based on percentage of flow and the strength of the wastes generated in each community.

LCIP bond projects include Hart Brook water quality restoration (\$350,000) as well as storm drain inspections (\$370,000) and upgrades to the Jepson Brook Channel (\$800,000).

FUTURE CONSIDERATIONS

We will need to carefully monitor the status of the Governor's proposed budget given the request to increase municipal revenue sharing from the current 2% of state sales and income tax revenue to 2.5%. While a positive proposal, it is still far less than the statutorily required 5%, it would increase our non-tax revenues by more than \$725,000 and significantly reduce the size of the proposed property tax rate increase. We should also closely monitor proposals that might affect state aid to education or impose additional cost requirements on our school department.

We should also recognize that we are currently experiencing one of the longest periods of national economic growth in recent decades. This period of growth has substantially reduced our unemployment rate and the number of General Assistance clients we serve. At the same time, it is unlikely that such growth will continue indefinitely. While most economists do not anticipate a recession in the coming year, they are projecting that growth will slow. We must always keep in mind that the national and local economy have significant impacts on the City's fiscal situation and be cognizant of the potential for slower growth or eventual recession.

CONCLUSION

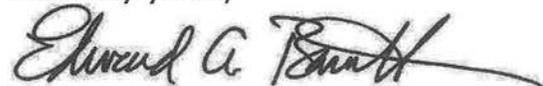
The annual budget is the primary policy document produced by the City each year. Our attention during the review process must, therefore, focus on issues of significant concern that are directly affected by raising and allocating resources.

We stand ready to prepare information on any alternatives the Council would like to explore as well as any other suggestions that may arise as the budget process moves forward.

I would like to express my thanks and appreciation to the City's Department Heads and the large number of City employees who have participated in developing this proposed budget. In particular, Finance Director Heather Hunter and her staff have been instrumental in performing the detailed work necessary to produce a complete and accurate document.

I look forward to the coming Council review process and to working with you to adopt a FY20 budget which meets the needs of our community. As always, your staff and I stand prepared to assist you in this effort.

Sincerely yours,



Edward A. Barrett
City Administrator

**Estimated General Fund
Municipal Property Tax Rate Calculation
2019 and 2020**

	FY 2019	FY 2020	\$ Change	% Change
City Expenses				
Operating Expenses	35,227,966	37,281,868	2,053,902	5.83%
County	2,716,558	2,881,017	164,459	6.05%
Debt Service	8,163,478	8,748,319	584,841	7.16%
Total City Expenses	46,108,002	48,911,204	2,803,202	6.08%
School Expenses				
Operating Expenses	74,636,495	78,212,144	3,575,649	4.79%
Debt Service	8,346,601	8,270,941	(75,660)	-0.91%
Total School Expenses	82,983,096	86,483,085	3,499,989	4.22%
Total Expenses	129,091,098	135,394,289	6,303,191	4.88%
Less: Non- Tax Revenues				
City	12,014,917	12,040,715	25,798	0.21%
Use of Fund Balance			-	
School	62,289,468	63,561,664	1,272,196	2.04%
Use of Fund Balance	202,000	1,766,686	1,564,686	
Total Non-Tax Revenues	74,506,385	77,369,065	2,862,680	3.84%
Proposed Tax Levy				
City	31,376,527	33,989,472	2,612,945	8.33%
School	20,491,628	21,154,735	663,107	3.24%
County	2,716,558	2,881,017	164,459	6.05%
Overlay	420,000	420,000	-	0.00%
Total Tax Levy	55,004,713	58,445,224	3,440,511	6.25%
Total Assessed Value (000's)	1,918,343	1,980,003	61,660	3.21%
Proposed Tax Rate				
City (Including Overlay)	16.57	17.38	0.81	4.91%
School	10.68	10.68	0.00	0.00%
County	1.42	1.46	0.04	2.75%
Total Tax Rate	28.67	29.52	0.85	2.98%
	28.67	29.52		
Total	1,879,055,350	1,911,756,560		
TIF Valuation Needed	75,825,619	74,622,854		
	<u>1,803,229,731</u>	<u>1,837,133,706</u>		
Homestead	53,521,230	65,760,569		
BETE Reimbursement	61,592,264	77,108,906		
	<u>1,918,343,225</u>	<u>1,980,003,181</u>		

**CITY OF LEWISTON
BUDGET PUBLIC HEARING NOTICE**

Notice is hereby given in accordance with Article VI, Section 6.07(a) of the City Charter of a Public Hearing on the City Budget for Fiscal Year 2020. All citizens are invited to attend and provide the City Council with written and/or oral comments and ask questions concerning the City's proposed budget, excluding the School Department.

HEARING DATE: Tuesday, April 2, 2019

TIME: 7:00 P.M.

**PLACE: City Council Chambers, City Building
PROPOSED BUDGET - FISCAL YEAR 2020**

REVENUE SOURCE

General Property Taxes	\$ 36,870,489
Anticipated Revenues Municipal	<u>12,040,715</u>

TOTAL **\$ 48,911,204**

EXPENDITURES

Municipal	\$ 46,030,187
County Tax	<u>2,881,017</u>

TOTAL **\$ 48,911,204**

WATER DIVISION

Projected Revenues	\$ 5,281,173
Projected Expenditures	5,832,912

SEWER DIVISION

Projected Revenue	\$ 6,498,467
Projected Expenditures	6,861,677

STORM WATER DIVISION

Projected Revenues	\$ 2,910,000
Projected Expenditures	3,097,506

The City of Lewiston is an EOE. For more information, please visit our website at www.lewistonmaine.gov and click on the Non-Discrimination Policy.

Kathleen M. Montejo, MMC
City Clerk

LEWISTON CITY COUNCIL

MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Amendment to the Rules Governing the City Council to update the procedures for public comment.

INFORMATION:

This agenda item is to adopt amendments to the Rules Governing the City Council to update rules and procedures governing public comment periods at City Council meetings. Procedures regarding public comment periods were reviewed from approximately 12 Maine cities and used as a basis to update the City's public comment process. The proposed rules have been reviewed by the City Attorney.

Note: Additions are underlined; deletions have ~~strikeout~~ lines.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

This is a policy decision of the City Council.

REQUESTED ACTION:

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To approve the proposed amendment to the Rules Governing the City Council, City Policy Manual Number 6.

(Note - Full copy of the amendment is attached.)

RULES GOVERNING THE CITY COUNCIL FOR PERIOD 1/09/2018 - 1/07/2020

- (c) based upon general topic discussions of current issues or project orientated. Citizens are welcome, and highly encouraged, to attend and participate in workshops, however, discussion maybe limited by the Mayor, if deemed appropriate.

Sec. 14. Rules of Decorum

The City Council will practice civility and decorum in discussion and debate. Each member of the Council shall cooperate with the Mayor or Council President when presiding (hereafter the Presiding Officer) in preserving order and decorum and no member shall, by conversation or otherwise, delay or interrupt the proceedings of the Council, nor disturb any member while speaking, or fail to abide by the orders of the Presiding Officer except as specifically permitted by these Rules or Roberts Rules of Order.

- (a) Subject to being overruled by a majority vote of the members, which vote shall be taken without debate or comment, the Presiding Officer shall maintain order and preserve the decorum of the meeting.
- (b) Every member of the Council desiring to speak shall seek recognition from the Presiding Officer and, upon recognition, shall confine remarks to the question under debate, avoiding all indecorous language or reference to personalities, and direct comments to the Presiding Officer unless otherwise granted permission.
- (c) A member of the Council, once recognized, shall not be interrupted when speaking unless it is for the purpose of calling such person to order. If a member of the Council, while speaking, is called to order, that person shall cease speaking until the question of order is determined.
- (d) When two or more members request the floor at the same time, the presiding officer shall name the one entitled to the floor.
- (e) After receiving permission from the Chair, any member may address a question to any other member.
- (f) All Councilors shall be provided the opportunity to speak and agree or disagree, but no Councilor shall speak twice on any given subject unless all other Councilors have been given the opportunity to speak.
- (g) No Councilor shall engage in private conversation while in the Council Chamber in such a manner as to interrupt the proceedings of the Council.
- (h) If considered necessary because of grave disorder, the Presiding Officer may adjourn or suspend the meeting for a specified time.

Sec. 15. Rules and Procedures Governing Public Comment Periods

City Council meetings are conducted to carry on the official business of the City of Lewiston. All meetings of the City Council, except Executive Sessions, are open to the public. The public is cordially invited to attend all City Council meetings, and to participate in them consistent with the provisions of this policy and with the exception of Council workshops, which are primarily intended for the Council and staff to review and discuss items prior to their appearance on a regular City Council meeting.

RULES GOVERNING THE CITY COUNCIL FOR PERIOD 1/09/2018 - 1/07/2020

The intent of this policy is to allow a fair and adequate opportunity for the public to be heard, to express opinions and concerns related to the business of the City, and to provide adequate time for the City Council to obtain information and opinions on subjects before it while ensuring that the time allowed for public input does not interfere with the addressing the scheduled agenda.

To carry out these purposes, the following rules and procedures shall govern the public comment period at all Lewiston city council meetings:

General Public Comment

A public comment period shall be conducted near the beginning of all regular City Council meetings, at which time Lewiston residents will have the opportunity to be heard on matters directly relating to City business that ARE NOT included on the regular agenda. Individuals addressing the Council during the public comment period will limit their comments to (3) three minutes. Up to fifteen (15) minutes will be allocated for general public comment periods. If the general public comment period exceeds 15 minutes, the public comment period will be suspended by the Presiding Officer to allow the Council to conduct its business and out of courtesy for those attending the meeting for a specific agenda item. The Council will not engage in dialogue with the public during this time. Questions posed during the public comment period will be followed up upon after the meeting. Individuals requesting further information should leave their contact information with the City Administrator.

A general public comment period will not be conducted at workshops, emergency meetings, or special meetings of the City Council.

Addressing Specific Agenda Items

In addition, public comments will be allowed during the meeting on those items requiring a public hearing and on other items appearing on the agenda. These comments should be DIRECTLY related to the specific agenda item being addressed. Public comments will not be taken during workshops unless a request is made to the Presiding Officer by an individual Councilor.

Rules Governing Public Comment Periods

1. Since meetings are broadcast and recorded, persons wishing to speak must use the public podium located to the left side of the audience, and speakers must preface their comments by giving their full name and address.
2. Comments must be limited to issues or concerns DIRECTLY related to Lewiston municipal government. Public comment on matters not related to the City business will not be allowed, so as to make sure that all meetings are carried out in a productive and efficient time and in keeping with the interests of all who attend and participate in a Council meeting.
3. Per state law, found in Title 1, Section 408, complaints or charges from the public about an individual employee will not be permitted. We encourage you to address such comments by directly contacting the City Administrator or City Attorney for their immediate follow-up and review.

**RULES GOVERNING THE CITY COUNCIL
FOR PERIOD 1/09/2018 - 1/07/2020**

4. Comments related to the following will be ruled out of order by the Presiding Officer:
 - a. Specific situations that are in litigation, including those in which the City is a party (issues of a criminal or legal nature should be addressed with the Lewiston Police Department or other criminal justice agency) Individual employees and/or employee groups will not be permitted to discuss matters for which complaint or grievance procedures are provided;
 - b. Personal disputes between the speaker and other private residents not germane to City business; or
 - c. Support for or opposition to any candidate for political office.
5. Individuals will be restricted to speaking once during the general public comment period and once per public comment period for each specific agenda item.
6. Individuals addressing the Council shall direct their remarks exclusively to the Presiding Officer. No person other than the elected officials and the individual at the podium shall be permitted to enter into any discussion, either directly or through members of the Council. The public comment period is an opportunity for residents to express their views on matters relating to City business.
7. As a limited designated public forum, the City Council does not have the right to prohibit disparaging, rude and other remarks of a personal nature. But, because of the potential implications, including personal liability of the speakers, we encourage any speakers to strive to be accurate in their statements and avoid making personal, rude, or provocative remarks.
8. All statements should respect the dignity and seriousness of the proceeding.
9. Persons present at Council meetings shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting, except for those instances that are listed on the Council Agenda under Public Recognition where the Mayor or a City Councilor are formally recognizing and individual or group for their accomplishments.

Failure To Follow Guidelines

The Presiding Officer will limit commentary that is determined not to be germane to City business or the topic at hand, or which violates any of the guidelines listed above. The Presiding Officer will direct any individual not operating in accord with these guidelines to cease such action or risk being asked to be seated or removed. If such conduct continues, the Presiding Officer will call a recess, request the removal of such person(s) from the Chambers, adjourn the meeting, or take other such appropriate action. Repeated violations by any individual will result in the Presiding Officer revoking that individual's right to speak at future meetings. Should the Presiding Officer fail to take action, any Councilor may move that the Presiding Officer enforce the rules and guidelines and, if denied, request that the Council vote on the motion.

NOTE: Additions are underlined; deletions are ~~struck out~~.

LEWISTON CITY COUNCIL

MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT: Resolve, Receiving the Final Report of the Ad-Hoc Advisory Committee on Rental Registration.

INFORMATION: The Ad-Hoc Advisory Committee on Rental Registration was established in June of last year and tasked to investigate whether the City should or should not adopt a rental registration program. Its duties included discussing and defining the goals of such a program, outlining the resources and staffing levels required to meet these goals, recommending whether such a program should be adopted, specifying the nature of that program, and determining how such a program should be funded and implemented. The Committee presented an interim report to the City Council in December that, while recommending against the rental registration program that was presented to the Council in May, contained a number of goals and recommendations to address our multi-family housing issues. The Committee, however, requested a term extension to allow those recommendations to be integrated into a fully rounded program and to identify costs and implementation steps and to complete its consideration of some form of rental registration.

The Committee has now completed its work and its final report is attached. Following the completion of the current budget process, a workshop will be scheduled to brief the Council on the Committee's recommendations and seek Council direction on how to proceed with implementation.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

REQUESTED ACTION:

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To approve the Resolve, Receiving the Final Report of the Ad-Hoc Advisory Committee on Rental Registration.



COUNCIL RESOLVE

Resolve, Receiving the Final Report of the Ad-Hoc Advisory Committee on Rental Registration.

Whereas, the members of the Ad-Hoc Advisory Committee on Rental Registration presented and interim report to the City Council in December 2018 at which time an extension to the committee's term was requested and granted; and

Whereas, the Committee has now completed its work and submitted its final report; and

Whereas, following completion of the annual budget process, the Council will hold a workshop to review and consider the report and its recommendations;

Now, therefore, Be it resolved by the City Council of the City of Lewiston that

The final report of the Ad-Hoc Advisory Committee on Rental Registration is hereby received.



CITY OF LEWISTON

Department of Planning & Code Enforcement

TO: Mayor and City Council
FROM: David Hediger, Director of Planning and Code Enforcement
DATE: March 27, 2019
RE: Ad-hoc Committee on Rental Registration - Final Report

Please find attached the Committee's final report on the possible implementation of a rental registration program. The purpose of this committee was to investigate whether the City should or should not adopt a rental registration program and to report its findings and recommendations to the City council. The Committee was charged with defining and agreeing on program goals, establishing resource and staffing requirements to meet these goals, recommending whether such a program should be pursued and the nature of that program, and determining how such program should be funded and implemented.

The committee consisted of individuals with diverse backgrounds and perspectives and worked diligently since July 2018, meeting 12 times in effort to complete its consideration of some form of rental registration. On March 13, 2019 the Committee voted unanimously to send a favorable recommendation to the City Council to adopt the committees report. Toward this end, the Committee agreed on five major goals:

1. Protect the health and safety of our residents by ensuring the health and safety of our rental properties;
2. Attract and support property owners who are committed to providing healthy and safe housing;
3. Educate and provide resources for the general public so they can assess the health and safety of rental properties and units;
4. Educate and provide resources for owners and renters so they can succeed; hold both accountable for the health and safety of the property;
5. Address inappropriate and illegal activity in and around multi-family properties.

Each of these goals is followed by specific recommendations. It is worth noting one of the recommendations is that should a rental registration program be adopted, no registration fees shall be collected from business operators or property management companies and any costs associated with the program should be supported by the City's General Fund, recognizing that the committee is recommending a no-fee registration program.

I would like to personally thank all the committee members for their time and commitment toward completing this report. The topic of rental housing conditions and regulations is be controversial and emotional for many. The committee attempted to address the purpose and duties as set out by the Council's resolve. This report would have be possible without the contributions of committee members and numerous city staff, with specific recognition given to City Administrator Ed Barrett.

FINAL REPORT
AD-HOC COMMITTEE ON
RENTAL REGISTRATION
MARCH 2019

MEMBERS OF THE RENTAL REGISTRATION COMMITTEE

David Hediger, Chair, Director of Planning and Code
Jim Lysen, City Councilor Ward 1
Michael Marcotte, City Councilor Ward 7
Tom Maynard, City Building/Plumbing Inspector
Paul Ouellette, City Fire Inspector
Charles Weaver, City Police Officer
Rick Lachapelle, Property Owner
Amy Smith, Property Owner
Chris Aceto, Property Owner
Erin Guay, Vice-Chair, Lewiston Area Public Health Committee
Ronnie Paradis, Chair, Lewiston Area Public Health Committee

Introduction

In May 2018, the Lewiston Area Public Health Committee, in conjunction with staff of the City Planning and Code Enforcement Department, developed a draft rental registration ordinance. This work was undertaken in light of a goal set in the City's comprehensive plan to establish a rental registration program as a mechanism to expand property maintenance and life safety inspection services associated with multifamily dwelling units and to provide information on an annual basis such as emergency contact information for owners and managers.

The registration process proposed would have required information on the total number of dwelling units rented/vacant at time of registration; number of units not immediately available for rental; bedroom counts; rental rates; etc. It proposed an annual fee of \$36 per unit, resulting in \$256,284 in revenue which would be used to create a housing manager inspector position (\$80,000); a new Code Enforcement position (\$74,000); upgrade a part-time administrative assistant position to full-time (\$30,500); and transfer the funding for a current Code Enforcement position from Community Development Block Grant Funds to the General Fund (\$68,274). The net effect would be to increase code enforcement staffing by 2.5 positions.

This proposal was presented to the City Council during a workshop on May 15, 2018. A number of stakeholders appeared at that meeting, including owners of multi-family buildings in Lewiston, to express their opinions on the proposal. While there were some who spoke in favor, a majority of those present expressed opposition.

Given this, the City Council established an Ad-Hoc Advisory Committee on Rental Registration on June 19, 2018 and charged the Committee to investigate whether the City should or should not adopt a rental registration program and to report its findings and recommendations to the City Council. (See Attachment 1 for the full Council Resolve establishing the Committee.) The Committee was composed of eleven members including multi-family property owners, City Councilors, City staff, and representatives of Healthy Androscoggin and the Lewiston Auburn Public Health Committee.

The Committee's initial term ran through December 31, 2018, at which time the Committee submitted an interim report and requested a two month extension to allow it to provide greater detail for its recommendations. This extension was approved by the Council as was a second extension to March 31, 2019.

During these extensions, the Committee worked through three subcommittees focusing on different areas of recommendations. One group worked on a modified rental registration recommendation; a second on issues involving Code Enforcement and Fire Prevention; and the third involving Police, public safety, and disorderly properties. Each of these groups subsequently prepared a report and recommendations covering its substantive areas.

On March 13, 2019 the Committee voted unanimously to send a favorable recommendation to the City Council to adopt the committees report. This final report updates and revises the interim report presented in November and culminates nine months and 12 meetings worth of

discussion and thought by committee members to complete its consideration of some form of rental registration.

Recommendation on May 15, 2018 Rental Registration Proposal

At the Committee's September 26th meeting, the following motion was adopted: "To not support the rental registration proposal presented to the City Council in May in the form in which it was presented." The Committee's vote was seven in favor, one abstention (David Hediger). The Committee reached this conclusion based on several concerns including the financial burden that would be placed on landlords, many of whom already face challenges associated with Lewiston's relatively low rents and the age of their properties. Many of the members also indicated that the cost of additional or ramped up code enforcement should not be borne solely by property owners but should be supported through the overall property tax. Other concerns included the already existing burden of governmental regulation, the extent to which this proposal expanded on the initial concept of rental registration where adequate contact information for building owners/managers was the primary goal, and the potential for meeting the City's housing goals through other, less costly mechanisms.

While not supporting the registration system proposed in May 2018, the Committee recognizes and appreciates the need for the City to have on hand accurate contact information in order to easily reach owners and managers of properties in emergency situations or to handle simple issues. As a result, an alternative no-charge registration system is recommended for multi-unit property owners and property managers. That program is presented in the attached report of the Rental Registration Subcommittee.

Rental Registration Committee Goals and Recommendations

While the Rental Registration Committee recommends against adopting the system and fees proposed by Code Enforcement in May 2018, it recognizes that many of the driving forces behind that proposal are valid and that the issues raised by the extent and nature of rental property in Lewiston require that the City, landlords, and tenants work together toward improving the overall rental housing conditions in Lewiston.

Toward this end, the Committee agreed on five major goals:

1. Protect the health and safety of our residents by ensuring the health and safety of our rental properties;
2. Attract and support property owners who are committed to providing healthy and safe housing;
3. Educate and provide resources for the general public so they can assess the health and safety of rental properties and units;
4. Educate and provide resources for owners and renters so they can succeed; hold both accountable for the health and safety of the property;
5. Address inappropriate and illegal activity in and around multi-family properties.

Recommendations on each of these goals are outlined below.

GOAL 1: PROTECT THE HEALTH AND SAFETY OF RESIDENTS BY ENSURING THE HEALTH AND SAFETY OF OUR RENTAL PROPERTIES.

A. Clarify the roles and responsibilities of Fire Prevention and Code Enforcement

The sheer number and age of rental properties in Lewiston and the number of demands placed on Code Enforcement and Fire Prevention require that the two departments have clearly defined functions and priorities. The City faces two competing priorities in its inspection programs. Proactively, there is interest in establishing a routine program that ensures the City is in all rental properties within an acceptable period of time. At the same time, staff must respond quickly to complaints. Further, significant staff time is spent on working toward compliance from a relatively small number of uncooperative owners and dealing with abandoned and hazardous structures. Given these demands, the role, mission, and responsibility of Fire and Code must be clearly defined and understood. The committee recommends the following:

1. The Fire Department, through its engine company inspection program and Fire Prevention Office, should be the primary agency responsible for proactive, scheduled inspections. These inspections should focus on three primary elements designed to protect lives: tenant notification systems (smoke and carbon monoxide detectors), building elements designed to prevent or slow the spread of fire, and the presence of adequate and useable means of egress. In addition, other clear threats to occupant safety and health should be identified.
2. Code Enforcement should be the primary agency responsible for responding to complaints. When responding to complaints, the Code inspector should also review the structure for other potential issues. In addition, it should undertake targeted inspection efforts focused on buildings or areas that present the greatest risk due to such factors as size, density, age, and number of police calls; continue its focus on dangerous structures; and handle the more complex enforcement efforts required when a building owner is not cooperative.

Under this approach, Fire Prevention becomes the City's "first line of defense" against life and safety threats while Code Enforcement handles routine complaints and deals with more protracted and time consuming enforcement efforts.

B. Provide City Staff with Improved Technology

In order for staff to become more efficient, they need to be provided with improved technology. Currently, data cannot be entered in the field but must be manually recorded and later transcribed into the City's automated systems. This increases the time that staff must spend in documenting its inspections and issuing notices of violation. Staff should be provided with the ability to enter this data while in the field.

C. Adopt a Goal to Inspect all Three-Unit and Larger Properties Within a Three-to-Five Year Period

Given certain issues associated with the record keeping systems currently used by the Fire Department, the exact frequency of multi-unit building inspections is unclear. Given this, the Committee provides the following additional recommendations:

1. The Fire Department must improve and automate its record system so that adequate information on inspection frequency and the results of inspections can be accessed. In addition, the software used by Fire and Code must be capable of integration so that each department is aware of the work of the other and to avoid duplication of effort.
2. Communication and coordination must be improved between Fire and Code. If Code has inspected and cleared a property within the desired inspection cycle, fire should defer its inspection to ensure other structures can be addressed, while recognizing that Code and Fire will respond to complaints from recently cleared properties. Consideration should be given to cross training fire and code personnel.
3. The frequency with which Fire inspects a property should be tied to some form of risk analysis. For example, larger and older non-sprinkled buildings should be inspected with a greater frequency than those with fewer units.
4. When Fire identifies a building with significant problems, it should be referred to Code for follow-up to avoid tying up significant engine inspection time on a problem building.
5. Once adequate data is available to determine the actual inspection cycle, and should additional staff be required to meet the inspection goal, the additional staff should be provided in Fire Prevention. An additional position(s) would be tasked with conducting additional inspections, particularly during the winter months when engine companies are unable to do this work due to concerns over fire equipment freeze up.

Additionally, and in order to supplement the inspections performed by the City, the City should investigate the potential for accepting third party building inspection information from such sources as insurance companies and other governmental entities as meeting the periodic inspection requirement. Such information could be voluntarily provided by building owners and entered into the City's automated code enforcement system (i.e. Energov). Before accepting such information in-lieu of city inspections, Code should verify that the inspection standards meet the City's minimum requirements and that such inspections are conducted on an annual basis.

D. Establish a General Assistance Housing Inspection and Tenant Education Program

When the City pays for housing for its General Assistance clients, it has an obligation to ensure that this housing is safe. General Assistance and Code Enforcement should work together to establish a program that ensures such outcomes by requiring that such city supported units be inspected. The City Administrator has proposed that such a program be started on a test basis. That

program should be monitored and its results reported back to the Council to determine whether it can and should become a permanent program given existing resources. In concert with this program, incentives should be provided to tenants who receive city vouchers to attend education sessions covering responsible tenant issues as well as lead safety education.

E. Continue Dangerous Building Enforcement and Demolition Program

Code Enforcement has aggressively implemented a dangerous building program in recent years that has eliminated some of the most dangerous multi-family buildings from the City's inventory. While the number of abandoned and dangerous buildings has declined as the economy improved, this program should be continued as necessary. At the same time, the City should seek out every possible way to save and renovate dangerous and abandoned buildings whenever possible.

F. Implement a Lead Safe On-Line Registry

Lead is and will remain a major health issue in Lewiston. The City is now involved in its third significant lead remediation grant and, as a result, has access to information on units this program has funded to lead free or lead safe standards. Properties built after 1987 would also qualify as lead free, and the City has data on the date of building construction. Given this, the City or one of its partners such as Healthy Androscoggin are in a good position to initiate an on-line registry for lead safe/lead free properties. This registry could be open to other property owners who can provide certification that their property qualifies. The date on which the property was determined to be lead safe or lead free should also be recorded and available. This would provide a source of information to those seeking housing, particularly those with children, and for the City's general assistance clients.

GOAL 2: ATTRACT AND SUPPORT PROPERTY OWNERS WHO ARE COMMITTED TO PROVIDING HEALTHY AND SAFE HOUSING

The initial recommendations in this section of the interim report have been replaced by the recommendations from the Rental Registration Subcommittee that is separately attached.

GOAL 3: EDUCATE AND PROVIDE RESOURCES FOR THE GENERAL PUBLIC SO THEY CAN ASSESS THE HEALTH AND SAFETY OF RENTAL PROPERTIES AND UNITS.

The Committee supports making information about the known condition of multi-family properties available to the public as a resource that can be used when considering where to rent or lease. In addition, more complete information about multi-family properties would be useful to the City for a variety of analytical and

operational purposes. Toward these ends, the Committee recommends the following:

- A. Upgrade the City's current Code Enforcement system (Energov) by, first, enhancing the ability to view all data about a specific property through inquiry by address and, second, implementing the Public Portal element of this software that will provide web based access to Code data by the public.
- B. Assessing should begin to gather additional information about multi-family properties to include the number of units by bedroom size and other useful information.
- C. Adopt a data collection system geared directly toward gathering information useful to the City and the public such as owner and emergency contact information¹.

GOAL 4: EDUCATE AND PROVIDE RESOURCES FOR OWNERS AND RENTERS SO THEY CAN SUCCEED; HOLD BOTH ACCOUNTABLE FOR THE HEALTH AND SAFETY OF THE PROPERTY

Managing rental properties in Lewiston can be a challenge given their age, condition, and the economics of the rental market. Owners/managers are faced with a wide variety of challenges, including complying with the various codes and requirements associated with operating multi-family properties. The City should look for ways to provide both owners and renters with the information they need to succeed and to ensure the health and safety of these properties. Therefore, the Committee Recommends:

- A. Providing building owners with a simplified code/fire prevention checklist to allow them to self-inspect for compliance, perhaps accompanied by or as a part of a code/fire compliance booklet providing information on areas of frequent violation.
- B. On a trial basis to determine level of interest, the City should offer a training class for landlords/property managers covering city code requirements and how to meet them.
- C. Provide an incentive for general assistance clients to attend a tenant training class to cover their responsibilities as tenants and what they can/should do to maintain their units in a safe and healthy condition.
- D. Involve Healthy Androscoggin in outreach efforts to the portion of the population at risk from the presence of lead in housing.
- E. Pursue higher General Assistance rental payments to assure landlords of adequate rental income to assure the health and safety of the property.

GOAL 5: ADDRESS INAPPROPRIATE AND ILLEGAL ACTIVITY IN AND AROUND MULTI-FAMILY PROPERTIES.

Excessive inappropriate and illegal activity in a neighborhood is detrimental to the residents of the area and those who own buildings there. Such behaviors make it

¹ The vote of the Committee on Goal 3 Recommendation 3 was 8-1, member Aceto opposing.

difficult to recruit or retain good tenants, driving down rental rates and occupancy levels. This leads to a potential downward cycle of declining building income, the inability to maintain properties, and higher vacancy rates. It is in the interest of both building owners and tenants that their properties are in a safe and quiet neighborhood. While the Police Department currently has a standard operating procedure under which the owners of certain properties are contacted and asked to work with the police to address resident problems, the current guidelines may not be sufficient to effectively address issues of safety and quiet enjoyment. As a result, the Committee recommends:

- A. Strengthening the current Disorderly Property Standard Operating Procedure. Under the current policy, Police must receive five calls for service to any residential unit, disorderly in nature, in order to be considered a disorderly property. As a result, a building with a large number of calls may not receive an intervention because the calls either cannot be tracked to one particular unit in the building or they are spread out between many units. The recommendation is to adjust this number, on a trial basis, to five calls for service during a month to any residential property, regardless of the number of units in the building. Setting the limit at five calls is intended to simplify the process of identifying problem properties and recognizing that the number of calls can be an indicator of problems/issues that the landlord should be made aware of. The Police Department can then exercise some discretion on the extent of landlord response that will be expected. Five calls for service for a three unit structure might require a greater landlord response than five calls for service from a ten unit structure where the calls come from five different units. In addition, on a quarterly or semi-annual basis, the Police Department should identify those buildings that have had an excessive number of calls for service during the period and provide that information to Planning and Code Enforcement where it can be correlated with Code's information as a step toward identifying buildings that are problematic and which should be inspected to determine if behavioral problems have impacted life safety and building maintenance code issues.
- B. The Police Department should continue and expand when possible certain current programs including the targeted enforcement efforts periodically undertaken in the downtown including targeting drug enforcement efforts and the community resource team.
- C. Efforts should be considered in providing property owners and tenants information on calls for service (CFS) to properties. This should include utilization of the *Raids Community Crime Map* run by Lexis Nexis. This map is updated daily and property owners can use any number of filters to monitor properties and receive alerts for any/all Police responses to their properties. With more publicity/education, this mapping program may be utilized by members of the community and save the City any additional costs of implementing new resources. On a longer term basis, the City should investigate the potential of integrating police calls for service into the City's on-line GIS system.
- D. Consider adopting a city ordinance that would penalize tenants who vandalize property.

- E. Suggest that the City Council continue to review concerns related to inappropriate and illegal activity in and around multi-family dwellings.

GOAL 6: AGGRESSIVELY SEEK AND PURSUE FEDERAL, STATE, AND PRIVATE FUNDS TO ASSIST WITH MULTI-FAMILY HOUSING IN LEWISTON.

The Committee recognizes that significant investment is required to improve the safety and quality of portions of our multi-family housing stock and that our relatively low rents make it difficult for certain owners to undertake significant investments in their properties. As a result, the City must continue to aggressively pursue alternative sources of funding to support needed reinvestments in our housing stock.

Supplemental Committee Reports

Three subcommittees were established and charged with focusing on different areas of the above referenced goals and recommendations. One group worked on a modified rental registration recommendation; a second on issues involving Code Enforcement and Fire Prevention; and the third involving Police, public safety, and disorderly properties. Each of these groups subsequently prepared the following reports and recommendations covering its substantive areas.

Registration Program for Multi-Family Properties

Lewiston, Maine (5th Draft, 3/15/2019)

The purpose of the Registration Program for Multi-Family Properties is to collect and share information so the City and its residents, including both owners and renters, have accurate, complete, and transparent data about Lewiston's Multi-Family housing stock. Information priorities include:

- Accurate inventory of housing unit quantity and configuration.
- Accurate and complete ownership, management, and contact information for every unit.
- Accurate assessment of the health and safety of every unit.

Definitions:

- Legal Owner: The individual or legal entity, such as an LLC or LP, who holds the deed to the property.
- Business Operator: The specific individual with a legal ownership stake who makes major financial, maintenance, and policy decisions. A Business Operator may own multiple properties, and may have ownership stakes in multiple legal entities.
- Property Manager: An individual or business entity that maintains and repairs the physical property, and often manages tenant relationships and routine finances. In some cases the Property Manager is the Business Operator; in other cases the Property Manager is a Property Management Company.
- Property Management Company: An individual or business entity that has no ownership stake in a property, but serves as Property Manager on behalf of and at the direction of one or many Business Operators.
- Emergency Contact: The individual or business entity that responds 24/7 to emergency calls from tenants and public safety personnel.
- Multi-Family Property: A structure that contains 3 or more residential housing units.

Registration Requirements:

1. Registration is mandatory for all Multi-Family Properties in Lewiston.
2. Registration requires Business Operators and Property Management Companies to provide detailed information to the City annually.
3. Business Operators will receive a hardcopy Certificate of Registration for each registered Multi-Family property, which includes the Emergency Contact information. A copy of this certificate shall be permanently and prominently posted at each property.
4. The City shall determine the exact set of data to be collected from Business Operators (see examples on Page 4); the City may collect this type of information:
 - a. Ownership, management, and contact information for each property.
 - b. Configuration and condition information for each property.
5. The City shall determine the exact set of data to be collected from Property Management Companies; the City may collect this type of information:
 - a. Ownership, management, and contact information of the Property Management Company.
 - b. A list of all Lewiston Multi-Family Properties currently under management. For each property, the name and business address of the Legal Owner and the Business Operator.

6. Registration Program Funding:
 - a. No registration fees shall be collected from Business Operators or Property Management Companies.
 - b. Costs associated with the program should be supported by the City's General Fund, recognizing that the committee is recommending a no-fee registration program.
7. Registration Incentives:
 - a. Incentives apply to Business Operators who either:
 - i. Register in the first 60 days of the standard registration period and have no outstanding Notices of Violation; OR
 - ii. Purchase a Multi-Family Property after the annual registration period and register the property within 60 days of the purchase date.
 - b. Eligible Business Operators receive this incentive:
 - i. The City is already planning a rollout of Smart Water Meters, which will allow Business Operators to understand, correct, and ultimately save money on water use issues. The City will prioritize properties for meter installation according to registration date; for example, properties belonging to the first Business Operator who registers will be first on the installation list.
8. Penalties for Late or Non-Registration:
 - a. Business Operators and Property Management Companies who do not register within the 60-day period are publicly listed as "Unregistered" and incur a fine to be determined by the City for the period of time that they remain unregistered.
9. Registration benefits:
 - a. The Public has access to accurate and transparent information about the Multi-Family housing stock, which will:
 - i. Help renters, owners, housing agencies, and investors make better decisions when selecting housing.
 - ii. Reduce the volume of data requests to the City, which saves staff time and resources currently spent managing and responding to those requests.
 - b. The City can use registration status as an indicator of high risk properties, and may choose to prioritize inspections accordingly, for example:
 - i. Unregistered with active violations
 - ii. Unregistered with no active violations
 - iii. Registered with active violations
 - iv. Registered with no active violations
 - c. Registered Business Operators:
 - i. Are shown as Registered in the public database.
 - ii. Are eligible to apply for City incentives and assistance, such as rehabilitation loans and lead abatement funds.
 - iii. May be eligible for other funding offered by other sources, such as Efficiency Maine.
 - iv. May be subject to fewer inspections if they routinely pass inspections and have no history of violations. This frees up valuable inspection resources to focus on high risk properties.
 - d. Unregistered Business Operators and Property Management Companies:
 - i. Are shown as Unregistered in the public database.
 - ii. Are not eligible to apply for City incentives or assistance.
 - iii. Are prioritized for inspections.

Scope and Timeline:

- The Scope of the Registration Program is:
 - All Multi-Family properties in Lewiston (approximately 1,000)
- The Timeline of the Registration Program is:
 - All Business Operators and Property Management Companies can register starting January 1, 2020.
 - On-time Registration ends on February 29, 2020.
 - Unregistered Business Operators and Property Management Companies begin to incur fines as of March 1, 2020.

Appendix: Registration Data Examples for Business Operators

At time of Registration, the Business Operator signs a statement attesting to data accuracy. Some data is "Required," some data is "Optional," to be determined by the City. Data that the City explicitly collects and stores as "Confidential" will NOT be published in the Public database. Note that "Confidential" data may be accessible via a FOAA request.

CONTACT INFO	Required	Optional	Confidential	Corporate Sample	Individual Sample
Legal Owner					
Name				JLW Property Stewards, LLC	Gregory Jones
Charter #				20185219DC	
Clerk/Agent Name				Nathaniel Huckel-Bauer	
Clerk/Agent Mailing Address				Drummond & Drummond One Monument Way Portland, ME 04101	100 Horton Street Lewiston, ME 04240
Clerk/Agent Email Address				nhuckel-bauer@ddl.com	gregoryjones@gmail.com
Clerk/Agent Phone				207-774-0317	207-415-3333
Business Operator					
Name				Amy Smith	Gregory Jones
Business Mailing Address				PO Box 383, Lewiston, ME	100 Horton Street
Business Email Address				amy@jlstewards.com	
Business Phone				207-415-4245	
Personal Mailing Address				11 Kellogg St, Portland, ME	
Personal Email Address				amysmith@gmail.com	gregoryjones@gmail.com
Personal Phone				207-444-5555	207-415-3333
Property Manager					
Business Name				Focus Property Management	
Business Owner Name				Jack Abbott	Gregory Jones
Business Mailing Address				123 Main St, Lewiston	100 Horton Street
Business Email Address				focusproperties@gmail.com	
Business Phone				207-666-5555	
Properties Under Mgmt				List of Addresses	100 Horton Street
Emergency Contact					
Name				Jack Abbott	Gregory Jones
Email Address				focusproperties@gmail.com	
Phone				207-666-5555	207-415-3333

PROPERTY + UNIT INFO Required Optional Confidential Sample

Property				
Address				51-53 Howard Street
Number of Units				4
Heating Fuel				Natural Gas
Hot Water Fuel				Natural Gas
Age of Heating System				2016
Electrical				Circuit Breakers
Siding				Vinyl
Windows				Vinyl
Roof				Flat Membrane
Lead History				Abated 2016
Parking				Driveway - 4 spaces
History of Accepting Vouchers				Yes - Section 8, GA

Unit 1				
Unit Address				51 Howard Street, Apartment 1
Level/Floor				1
# Bedrooms				2
# Bathrooms				1
Square Footage (Approx)				1250
Heat Delivery				Radiators
Cooking Fuel				Electricity
Refrigerator				Yes
Range				Yes
Microwave				No
Dishwasher				Yes
Laundry				Yes - Shared
ADA Accessible				No
Occupancy				Occupied
Rent Amount				\$800
Rent Includes Utilities				Yes - Heat, Hot Water
Lease				Yes - Expires 3/31/2019

Supporting Recommendations for “Registration Program for Multi-Family Properties”

Lewiston, Maine (4th Draft, 3/15/2019)

Information Sharing

- **All** registration information shall be available to City officials and departments who are responsible for upholding housing standards to ensure timely contact and communication with Business Operators, Property Management Companies, and Emergency Contacts.
- **Most** registration information shall be publicly available via a 24/7 online database, including business phone numbers and business email addresses, as soon as practicable.
- The City and community stakeholders shall provide resources for Business Operators so they can proactively:
 - Prepare for all Code and Fire inspections (i.e., published inspection checklist)
 - Identify and address lead risks.
 - Offer leases that are fair and balanced, adhere to Maine state law, and clearly communicate both renter and owner expectations; provide information on corresponding educational opportunities.
 - Understand and access programs and funding that can result in improved health and safety of properties.
- The City and community stakeholders shall provide resources for Renters so they can:
 - Identify lead risks, report them without penalty, and protect their family while living with known lead risks.
 - Understand and access programs and funding that can result in improved health and safety of their homes.

Implementation Details and Recommendations

- City designates one employee to be the “Multi-Family Property Business Partner” – a single individual who can help Business Operators navigate programs, resources, education, etc. related to owning and operating rental properties.
- Non-Profit Healthy Homeworks may provide the data publishing platform and property data maintenance at no cost to the City for 2 or more years.
- City Council creates a Standing Committee on Housing; the committee is designed to be inclusive and balanced, and to represent the interests of all stakeholders. An example composition:
 - Lewiston’s Multi-Family Property Business Partner
 - Representatives from the LA Public Health Committee
 - Representatives from local health-related Non-Profits
 - Tenants
 - Business Operators
 - Property Management Companies
 - Other community stakeholders to be determined.
- City improves data collection quality and efficiency by funding and rolling out a tablet-based data input program for field employees.

- Identify metrics so we can measure the effectiveness and impact of these efforts and report them annually to all stakeholders, for example:
 - # of inspections resulting in violations
 - # of inspections resulting in no violations
 - # of violations
 - average time until violations corrected
 - # of re-inspections
 - Number of registrants
 - Number of penalties/ amount of penalties served.
 - Financial metrics:
 - Time saved by new processes
 - Time saved by sharing data publicly
 - Time saved not tracking down owners/contact information

Lewiston Fire/Planning and Code Enforcement Subcommittee Recommendations on Implementation of Committee Goals

3/27/2019

Upon review of the Ad-hoc Advisory Committee on Rental Registration's goals and recommendations, Lewiston's Fire and Planning and Code Enforcement Departments (LFD/CEO) provide the following comment and recommendations:

1. Committee goal/recommendation: The Committee desires for the Fire Department, through its engine company inspection program and Fire Prevention Office to be the primary agency responsible for proactive, scheduled inspections, focusing on three primary elements designed to protect lives: tenant notification systems (smoke and carbon monoxide detectors), building elements designed to prevent or slow the spread of fire, and the presence of adequate and useable means of egress.
 - LFD/CEO recommendation: Engine companies and Fire Prevention staff currently utilize an Inspection checklist focusing on the three referenced primary elements designed to protect lives. A more proactive approach with scheduled inspections may occur with a Fire Inspector, a position dedicated to inspection of both residential and commercial (commercial units are not currently inspected). This position is not the same as the two current inspector/investigator positions which currently respond fire investigations and non-compliance issues raised by engine companies or Code Enforcement. This would be new position budgeted through the Fire Department. This position should be considered as there is too much reliance and expectation is being placed upon engine companies for inspections. Inspections currently are limited two days per week, seven-to-eight months per year, when not responding to a call for service.
2. Committee goal/recommendation: The committee recommends Code Enforcement be the primary agency responsible for responding to complaints, review the entire structure for other potential issues when responding to complaints, and undertake targeted inspection efforts focused on buildings or areas that present the greatest risk.
 - LFD/CEO recommendation: Code already assumes the role of being responsible for responding to complaints. Inspections include the unit requesting service as well as any common areas within the unit. Current staffing levels may be able to accommodate this task. However, should engine companies or fire inspections occur more regularly, it is anticipated that Code Enforcement will be contacted more frequently for assistance. Furthermore, responding to complaints received on a daily/weekly basis may slow efforts in targeted areas. Staff believes there is value and supports focusing on properties due structures size, density, age, and number of police calls. Improvements will be needed in compiling existing city data into GIS to determine areas of attention. Long term, depending upon what the City Council implements for a program will determine the need for additional staffing.

3. Committee goal/recommendation: Adopt a goal to inspect all three-unit and larger properties within a three-to-five year periods along with making improvements to Fire and Code Enforcements software so adequate information on inspection frequency and the results of inspections can be accessed.
 - LFD/CEO recommendation: A Fire Inspector, a position dedicated to inspection of both residential and commercial (commercial units are not currently inspected) may be needed. It is believed this position would be able to complete annual inspections of three-unit and larger properties within a three-to five year period. Otherwise, there is concern regularly scheduled inspections associated with a registration program will fall behind. Fire is in the process of adopting new software (Emergency Response). Engine companies and investigators will have tablets to use in the field. This information will somehow need to be integrated into either Code's existing software (Energov) or possibly an integrated GIS system. There may be a need for additional staffing to manage the data (for Fire and Code). This position may also assist in managing regularly scheduled inspections. The integration of data must be further explored to determine the best and most effective means of sharing information. However, full implementation of the Fire's existing software into Energov or an integrate GIS system is expected to take 18-24 months, with funding requested for FY2020.
4. Committee goal/recommendation: Communication and coordination must be improved between Fire and Code.
 - LFD/CEO recommendation: The departments currently communicate very well with each other. However, the department may considering crossing training between staff to assist each department on what key items to look for and when to defer to another department or staff. Integrated software would assist Fire and Code Enforcement in determining whether an inspection should be deferred.
5. Committee goal/recommendation: The frequency with which Fire inspects a property should be tied to some form of risk analysis.
 - LFD/CEO recommendation: Staff agrees that a risk analysis to eliminate threats to occupant safety and health in specific areas of the community would be beneficial. Existing city data will need to be compiled into GIS to determine areas of attention. Additional staff should not be needed, but coordination with MIS and GIS staffing will required.
6. Committee goal/recommendation: When Fire identifies a building with significant problems, it should be referred to Code for follow-up to avoid tying up significant engine inspection time on a problem building.
 - LFD/CEO recommendation: Engine companies defer noncompliance items to the fire inspector/investigator after a second failed inspection. However, with anticipated additional inspections, existing staffing will not be able to keep up with additional case load. Another Fire Inspector is recommended. Refer to Recommendation #1.
7. Committee goal/recommendation: Once adequate data is available to determine the actual inspection cycle, and should additional staff be required to meet the inspection goal, the additional staff should be provided in Fire Prevention. An additional position(s) would be tasked with conducting additional inspections, particularly during the winter

months when engine companies are unable to do this work due to concerns over fire equipment freeze up.

- LFD/CEO recommendation: staff supports additional staffing if there is a desire to meeting registration inspection goals.
8. Committee goal/recommendation: Providing building owners with a simplified code/fire prevention checklist to allow them to self-inspect for compliance, perhaps accompanied by or as a part of a code/fire compliance booklet providing information on areas of frequent violation.
- LFD/CEO recommendation: Staff supports this recommendation. Fire already has a checklist of sorts. Code should develop something similar. No additional staff anticipated. To better inform the residents and property owners of what city staff are requiring for code compliance. Minimal costs associated with creating and printing new documentation expected.
9. Committee goal/recommendation: On a trial basis to determine level of interest, the City should offer a training class for landlords/property managers covering city code requirements and how to meet them.
- LFD/CEO recommendation: Assistance will be needed in getting-the –word out about classes. Staff from Fire and Code would present information. There may be able to partner with contractors, housing advocacy groups, etc. Training may occur once every six-to-twelve months. Should include commercial properties and not be limited to residential properties. No additional staff needed; however, additional overtime funding may be necessary.

Public Safety/Police Sub-Committee Recommendations on Implementation of Committee Goals Regarding: *Address Inappropriate and Illegal Activity in and Around Multi-Family Properties*

3/8/2019

1. In regards to strengthening the current Disorderly Property Standard Operation Procedure (SOP), the sub-committee recommends adjusting the current call for service (CFS) threshold. Currently, the SOP's threshold is five (5) calls for service to any residential unit, disorderly in nature, constitutes grounds to be considered a disorderly property. The recommendation is to adjust this number, on a trial basis, to five (5) calls for service during a month to any residential property, regardless of the number of units in the building. While some consideration was given to adjusting this number up or down based on the number of units in a building, setting the limit at five calls is intended to simplify the process of identifying problem properties and recognizing that the number of calls can be an indicator of problems/issues that the landlord should be made aware of. At the same time, we recognize that the Police Department can then exercise some discretion on the extent of landlord response that will be expected. Five calls for service for a three unit structure might require a greater landlord response than five calls for service from a ten unit structure where the calls come from five different units. In addition, on a quarterly or semi-annual basis, the Police Department should identify those buildings that have had an excessive number of calls for service during the period and provide that information to Code Enforcement where it can be correlated with Code's information as a step toward identifying buildings that are problematic and which should be inspected to determine if behavioral problems have impacted life safety and building maintenance code issues.
2. Regarding notifying every property owner in the city of every CFS to their property the sub-committee recommends no action on this due to the following:
 - There already exists a program that is accessible to the public, to include property owners that show all CFS city wide. The program is run by Lexis Nexis and is called *Raids Community Crime Map*. This map is updated daily and property owners can use any number of filters to monitor properties and receive alerts for any/all Police responses to their properties. The use of the program is very simple and with more publicity/education could be taken advantage of by landlords and save the City any additional costs of implementing new resources.
3. The sub-committee recommends continued enforcement and targeted details to address issues in the downtown area.

4. Much the same as #2, the sub-committee recommends no further action in regards to implementing Police CFS in the city's on-line GIS System. This is already happening in the Raids Community Crime Map.
5. Regarding adopting a city ordinance to penalize tenants who vandalize property; the sub-committee recommends that the City and more particularly, the Police Department, continue to explore current ordinances/laws/possibilities to develop an ordinance/law that would hold tenants accountable for vandalism to rental units, much the same as property owners are held accountable for their infractions.

Other Information

Throughout the Committee's tenure, additional information has been provided that we believe can be useful to the City Council and the public as the City works to address housing health and safety issues and to work toward implementing the recommendations included in this report. That information is appended.

Attachments:

Council Resolve Establishing Committee

August 14, 2018 Memo from City Administrator, Background Information Requests

August 24, 2018 Memo from City Administrator, Disorderly Property Process

Lewiston Police Department, Standard Operating Procedures, Response To Disorderly Properties, Issued 2014



COUNCIL RESOLVE

Resolve, Establishing an Ad-Hoc Advisory Committee on Rental Registration

Whereas, the City has discussed the possible implementation of a rental registration program for some time and such a program is recommended in the City's comprehensive plan; and

Whereas, recently, a subcommittee of the Lewiston Area Public Health Committee has worked with staff to develop a program that was subsequently presented to the City Council at a workshop; and

Whereas, at that workshop, a variety of individuals spoke for and against all or various elements of the program; and

Whereas, it has become clear that additional thought and evaluation was required prior to the City Council reaching a decision as to whether or not such a program should be adopted and, if adopted, what that program should consist of; and

Whereas, the Council is now interested in establishing a group made up of various interested parties to undertake such an effort;

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

There is hereby established an Ad-Hoc Advisory Committee on Downtown neighborhood Action.

1. Purpose.

The purpose of this committee shall be to investigate whether the City should or should not adopt a rental registration program and to report its findings and recommendations to the City council. The Committee is hereby charged with defining and agreeing on program goals, establishing resource and staffing requirements to meet these goals, recommending whether such a program should be pursued and the nature of that program, and determining how such program should be funded and implemented.

2. Duties. The committee shall

- a. Discuss and define the goals of such a program;
- b. Outline the resources and staffing levels required to meet these goals

- c. Recommend whether such a program should be adopted by the City Council and, if so, to specify the nature of that program
 - d. If recommended, to determine how such a program should be funded and implemented
3. Composition and Appointment. The Committee shall be composed of seven regular members to be appointed by the Mayor as follows:
 - a. Three individuals who own multi-family properties in Lewiston;
 - b. The Director of Planning and Code Enforcement;
 - c. An employee from the City's Code Enforcement Division;
 - d. An inspector from the City's Fire Prevention Office;
 - e. A representative of the Police Department familiar with issues related to multi-family housing;
 - f. A representative of Healthy Androscoggin;
 - g. A representative of the Lewiston Auburn Public Health Committee

In addition, up to two members of the City Council may be appointed by the Mayor as ex-officio members.

The Mayor shall designate one member of the Committee to serve as Committee Chair.

4. Vacancies. Should a vacancy occur on the Committee, the vacancy shall be filled by the Mayor in accordance with the requirements of section 3 above.
5. Term. The Committee shall submit its final report and recommendations no later than December 28, 2018, at which time it will cease to exist unless its tenure is extended by action of the City Council.
6. Staff Support. The City Administrator and/or his designee shall be responsible for supporting the work of the committee and handling the Committee's logistics.
7. Quorum. A majority of the members of the committee shall constitute a quorum.



EXECUTIVE DEPARTMENT

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

August 14, 2018

To: Members of the Rental Registration Committee
Fr: Edward A. Barrett, City Administrator
Su: Background Information Requests

At the initial meeting of the Rental Registration Committee, members of the Committee expressed an interest in receiving certain background information. What follows attempts to provide some of that information.

GENERAL INFORMATION ON PROPERTIES IN LEWISTON

Property Mix

The split between single family and multiple unit residential buildings in Lewiston is about 76% single unit and 24% multiple unit. In terms of total residential unit count, however, 42.6% of our units are in single family homes while 57.4% are rental. As is the case in some of Maine's other service center communities, the majority of our population (50.8% per census data) lives in rental housing.

SUMMARY -- BUILDING SIZE BY UNIT COUNT

BUILDING TYPE	NUMBER	% BUILDINGS	UNITS	%
SINGLE FAMILY	6,712	76.0%	6,712	42.6%
DUPLEX	1092	12.4%	2184	13.9%
TRIPLEX	386	4.4%	1158	7.3%
FOURPLEX	174	2.0%	696	4.4%
5-9 UNITS	363	4.1%	2376	15.1%
10-14 UNITS	58	0.7%	647	4.1%
15-19 UNITS	12	0.1%	305	1.9%
20+ UNITS	30	0.3%	1683	10.7%
TOTAL	8,827	100.0%	15,761	100.0%

Property Age

One of the major issues related to rental properties in Lewiston is the overall age of our housing stock. This is particularly relevant to lead concerns since the lead paint was wide-spread in residential properties constructed prior to 1979. The following chart breaks down the age of our 3 unit or larger rental properties.

SUMMARY THREE UNIT BUILDINGS BY YEAR BUILT

CONSTRUCTION YEAR	# BUILDINGS	% of TOTAL	# UNITS	# BEDROOMS	UNITS/BLDG	BEDROOMS/UNIT
Pre-1900	352	34.3%	1979	3,443	5.62	1.74
1900-1924	400	38.9%	2352	4372	5.88	1.86
1925-1949	140	13.6%	811	1393	5.79	1.72
1950-1978	79	7.7%	802	1646	10.15	2.05
1979-1999	48	4.7%	632	1274	13.17	2.02
2000-Present	8	0.8%	152	287	19.00	1.89
TOTAL	1027	100.0%	6728	12,415		
PRE 1979	971	94.5%	88.3%			

Overall, almost 95% of our three-unit and larger multi-family structures were built prior to the elimination of lead paint. This represents 88.3% of our total rental units. (An interesting side note appears to be that since 1950, the size of our rental buildings has increased significantly. I suspect this is due to a number of factors including construction costs and federal housing policy.)

Building age can and does impact the economics of our rental market. Older properties can easily become obsolescent, either functionally or economically, due to maintenance and utility costs and factors such as ease of access to upper stories. This can lead to higher costs and vacancy rates.

Lead Concerns

The City has received three lead remediation grants that we estimate will have cleared 420 units by the end of the current grant program. Given the 5,142 pre-1979 units, 420 units represent about 8.2% of the total. If the post 1979 units are counted as lead safe, the total increases to 1,204 or about 17.9%. The actual percentage of lead safe units is likely higher than this given that we do not have data on the number of units that have been privately renovated where lead has been addressed. Nevertheless, there are clearly a large number of units that have not been addressed. We should also acknowledge that "lead safe" is not "lead free" and that if units are not appropriately maintained over time, new lead hazards can emerge.

Based on our most recently completed grant, the average cost to address lead concerns was \$12,405 per unit, not including instances where temporary relocation is required or other related work (e.g., roof repairs) was needed. Assuming 75% of our current rental units require remediation at an average cost of \$12,500 per unit, the total cost to achieve city-wide lead safe status would be over \$63,000,000. It is clear that lead will remain an issue in Lewiston for many years to come and that education and screening programs will be needed to minimize negative impacts.

INSPECTION PROGRAM

The primary rental inspection program operated by the City is through the Fire Department and is conducted by our engine companies. The focus of the program is on the life safety code, not the building or property maintenance code, although there are overlapping areas among these codes.

The inspection program is aimed at all properties with three units or greater. A summary showing the number and type of inspections is attached as is a copy of the Department's inspection form.

In the most recent two full years. The department has averaged inspecting 190 buildings per year. Given the 1,023 buildings that require inspection, at this rate each building would be inspected once every 5.4 years. If inspections were limited to buildings with 4 or more units, the inspection cycle could be reduced to roughly 3.4 years.

Some questions that the Committee might wish to consider include the appropriate inspection cycle time, what size units should be inspected, and whether inspections should be guided by some form of risk analysis such as age, number of units, installed fire safety systems, setbacks from other surrounding properties, etc.

GENERAL ASSISTANCE VOUCHERS

Number of Vouchers

The City's general assistance program primarily provides rental housing to its clients. In recent years, the average number of rental vouchers per month has ranged from 238 in City fiscal year 2018 to 351 in 2017, a number more typical of recent history¹. Assuming the City is "renting" 351 apartments in a given month, this represents about 5.1% of the available units in buildings with 3 or more units. If duplexes are included, the percentage falls to 3.9%. At the more recent level of 238 per month, the city percentages fall to 3.5% and 2.6% respectively.

Value of Vouchers

As a starting point, please keep in mind that the General Assistance Program is effectively state mandated and regulated and administered locally. The value of a voucher is, therefore, established in accordance with the regulations issued by the State Department of Health and Human Services. Under state regulations, the housing maximums are calculated based on bedroom size while overall maximum levels for all assistance (housing, utilities, food, personal supplies, etc.) are calculated based on household size. A household of 3, for example, is eligible for an overall level of monthly assistance of \$915 while a heated 3 bedroom unit has a maximum allowable rent of \$1079. When the allowable rent exceeds the monthly maximum, the monthly maximum of \$915 governs. Because the city is also required to pay for electricity for the unit, that amount is also deducted reducing the rental amount to \$840. We are also required to allow \$4 per month for food, leaving the family of 3 with \$836 for rent. The heated two bedroom maximum is \$838. For purposes of comparability, the HUD fair market rate for a two bedroom is \$847 and the standard Section 8 payment is \$889. In this instance, therefore, the GA voucher is \$49 below the Section 8 payment.

The variance between the amount of a GA voucher and Section 8 will vary based on household and unit size. If, for example, the household size above was 4 (2 adults and 2 children) renting a 2 bedroom unit, the overall maximum would increase to \$1169 with an \$847 rental payment.

¹ The recent year has seen a fairly dramatic reduction in the number of refugee/immigrant placements in Lewiston due to changes in federal policy. While asylum seekers continue to arrive, it is not clear what the future trends for this group will be. These factors have likely resulted in the decline in units rented last year.

Attached is a chart that shows the GA voucher rates based on number of persons and bedrooms.

Also attached is data covering the last two fiscal years that shows the landlords who have received rental vouchers and the number of monthly vouchers they have received.

Demolitions

One other City initiative in recent years has been addressing hazardous structures through our demolition program. This most recent effort began in 2010 and, since then, has resulted in 78 city demolitions eliminating 228 housing units at a total cost of just over \$2.5 million. During this same period, only 71 new units have been added to our inventory, resulting in a net loss as a result of the City's program of 157 units. This does not include private demolitions, which have addressed about another 200 buildings in the same period. We unfortunately do not have an actual unit count on private demolitions. Assuming the same average unit count per building as those done by the City (2.9), this could represent as many as an additional 584 dwelling units.

These efforts have clearly impacted both the quantity of units and the overall condition of rental housing in the community.



CITY OF LEWISTON

Edward A. Barrett
City Administrator

August 24, 2018

To: Rental Registration Committee
Fr: Ed Barrett
Su: Disorderly Property Process

In 2014, the City Council considered adopting a disorderly property ordinance that was similar to ones adopted in a number of other communities. The intent of the proposal was to address recurring disorderly conduct in a dwelling that disturbs the peace and tranquility of others and detracts from the quality of life of the area.

After discussion and in light of opposition from building owners, the Council instead supported the Police Department adopting a Standard Operating Procedure (attached) addressed at the same issues but excluding penalties that building owners would be subject to for failure to take effective measures to address the problems. A copy of the most recent version of the proposed ordinance is also attached.

Officer Weaver will be available at the meeting to discuss the policy and how it is working.

A TALE OF ONE PROPERTY

Earlier this year, a local landlord who has made a significant investment in an adjacent property contacted the City Council to complain about the negative impacts his tenants and property were experiencing due to behavioral and building issues at an adjacent property and the frequency with which police were responding both to that property and to the immediate area for incidents involving residents of that property. Note that the attached documentation redacts the address and ownership of this property since it is not my intent to point at any individual property or owner but rather to use this property as one example.

Over a roughly two year period, police responded to this property 85 times. Not all of these calls were crime related, although about half of them involved some form of criminal activity or disturbance. In spite of the frequency of police calls, the property apparently did not reach the threshold for a disorderly property during this period. See the attached memo from Officer Weaver outlining why the property did not meet this threshold.

The property had met the threshold once in early 2016. Please also see the attached information from Officer Weaver regarding that event and its outcome.

Due to the complaint received, Code Enforcement also visited the property and found numerous violations. Note that based on the complaint, the Code Officer contacted the Police Department to determine whether it was safe to inspect the property without a police presence. The Notice of Violation is attached along with a series of subsequent emails between the property owner

and Code. While the property owner has been cooperative, I find it worth noting that the owner, upon going through the property, expresses concern over the extent of the tenant caused damage that the owner was not aware of prior to being contacted by the City.

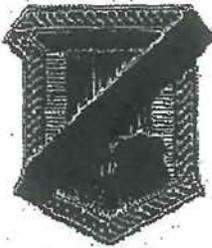
ISSUES FOR COMMITTEE CONSIDERATION

While the situation described above may not be totally representative of the problems we face, it is certainly not the only property of its nature in our community. The behavior associated with such properties contributes to the negative perception of areas within our downtown residential neighborhood, impacts the desirability of renting there, and affects property values and rental rates. It raises the following questions/issues that the Committee may wish to consider.

Is the current disorderly property policy adequate to identify properties that should be addressed? Should the policy be adopted as an ordinance including fines and penalties for failure to address problems? Why, in this instance, did a responsive owner not know about what was happening at and around the property and are there ways to address such situations through landlord education/information programs? And, finally, how much responsibility should the City be required to take on in addressing such situations as opposed to the landlord?

It is seriously worth considering the amount of time and effort the Police Department and Code Enforcement have devoted to this one property. This is far out of proportion to the level of effort required for most properties in the city; however, it is not unique or unusual given what we see daily.

RESPONSE TO “DISORDERLY” PROPERTIES



*Lewiston Police Department
Lewiston, Maine*



**STANDARD OPERATING
PROCEDURES**



RESPONSE TO “DISORDERLY” PROPERTIES

I. PURPOSE II. POLICY III. DEFINITIONS IV. PROCEDURE V. ENFORCEMENT

I. PURPOSE

The purpose of this Standard Operating Procedure is to protect the health, safety, and welfare of the residents of the City of Lewiston by reducing the recurrence of disorderly conduct in dwellings that disturbs the peace and tranquility of others.

II. POLICY

The mission of the Lewiston Police Department is to promote an atmosphere of partnership with the community toward the common goal of protecting life and property while enhancing the overall quality of life through mutual trust, respect, and the fair, equitable enforcement of laws while carefully safeguarding the dignity of all. The City has a substantial and compelling interest in protecting neighborhoods affected by conduct that unlawfully disturbs the peace and/or constitutes a nuisance because such conduct adversely affects the health, safety, and welfare of citizens and diminishes the quality of life in neighborhoods where it occurs. Such disorderly conduct and its impact should be abated. This written policy outlining a response to “Disorderly” Property is required because other prohibitions and penalties under state law and the City’s code of ordinances have not adequately eliminated or controlled chronic, disorderly or nuisance activity in the City. The enactment of this policy as a standard operating procedure is intended to alleviate the deleterious impact of chronic, unlawful or nuisance activity in dwelling places and neighborhoods by authorizing early and constructive intervention by the Lewiston Police Department.

RESPONSE TO “DISORDERLY” PROPERTIES

III. DEFINITIONS

A. “Disorderly Conduct”

“Disorderly Conduct” is any conduct that would have a tendency to unreasonably disturb the health, safety, or peaceful enjoyment of the community, the neighborhood or an ordinary individual in the vicinity, including but not limited to: loud music; boisterous parties; sounds emanating from within a structure which are annoying outside the building; loud noise or fights within a building or in its vicinity involving owners or tenants of a building or their invitees (excluding incidents involving domestic violence); owners, tenants or invitees being intoxicated in shared areas within the building such as hallways, stairways, or on public ways in the vicinity of the building; the arrest and conviction of owners, tenants or invitees for activities which constitute either a crime or civil infraction under either state or local law; other *similar activities* in a building or in areas outside of but in the vicinity of a building; or other conduct proscribed pursuant to 17-A M.R.S. § 501-A.

Similar Activities include, but are not limited to:

- Drug related criminal activity;
- Prostitution;
- Violations of conditions of bail, parole, or probation;
- Alcohol abuse which threatens the health, safety, or right to peaceful enjoyment of the premise by other residents/tenants; and
- Tenant(s) fleeing to avoid prosecution, custody, or confinement after conviction of a crime.

B. “Disorderly Property”

A "disorderly property" is any property on which there is located a building that houses one or more dwelling units or any bed and breakfast establishment, hotel, motel, lodging or rooming house or other structure that provides residential accommodations at which property the police have found, on five (5) or more occasions in any thirty (30) day period or fifteen (15) or more occasions in the preceding year, that the owner, a tenant, or a tenants' co-habitees, guests or invitees, or other occupants have engaged in disorderly conduct.

- For the purpose of this policy, disorderly behavior violations as defined will be documented by a specific address such as apartment number, single family home address, or boarding house room number within a given building. Penalties and documentation will be associated with the specific address of buildings outlined/defined in the “disorderly property” definition in this ordinance.

RESPONSE TO “DISORDERLY” PROPERTIES

The Police Chief or his/her designee shall have the sole discretion in determining whether conduct is disorderly and whether a building constitutes a “disorderly property”.

IV. PROCEDURE

A. Administration

1. The Police Department shall document and monitor the recurrence of disorderly conduct at residential buildings or structures in the City as defined under the “disorderly property” definition of this policy.
2. Whenever there have been five (5) or more occurrences of disorderly conduct at a residential property in any thirty (30) day period or fifteen (15) or more occurrences of disorderly conduct in the preceding year, the police department may notify an owner of such property of the circumstances of the disorderly conduct and the identity(ies) of its perpetrators, if known.

B. Official Notice

1. Whenever the Police Chief or designee has declared a building to be a disorderly property, this shall cause an owner of the property to be notified of such declaration and of the events which form the basis for that designation. The notice shall request the owner or the owner’s representative to meet with the Police Chief or his designee(s) within five (5) business days from the date of the notification to identify ways in which the problems which have been identified will be eliminated.

C. Meeting

1. At the time of the disorderly property meeting, the owner shall be requested to provide to the city the following documentation:
 - a. A copy of the names of all tenants or other persons authorized to reside or presently residing in the building(s) on the property and the units they occupy;
 - b. Contracts with any property manager or other person responsible for the orderly operation of the property;

In addition, the owner will be asked to take effective measures to address the disorderly property to be implemented within one (1) week of said meeting unless another date is agreed upon by the City and the owner.

LEWISTON CITY COUNCIL

MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Order Authorizing the City Administrator to Execute a First Amendment to Parking Lease Agreement and an Amended and Restated Memorandum of Parking Lease Agreement Harmonizing the Term of the Hartley Block Parking Lease Agreement to the term of the Maine Housing financing on the property.

INFORMATION:

To support the future tenants of the new development at 159-177 Lisbon Street, the City and the developer entered into a long-term lease in June 2016 to provide parking for the residents of the building. The Hartley Block, LP, would lease up to 63 spaces in the Centreville Garage for a term of 30 years.

This amendment to the Agreement extends the term of the lease agreement with the City until August 1, 2049.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

GAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to Execute a First Amendment to Parking Lease Agreement and an Amended and Restated Memorandum of Parking Lease Agreement Harmonizing the Term of the Hartley Block Parking Lease Agreement to the term of the Maine Housing financing on the property.



COUNCIL ORDER

Order, Authorizing the City Administrator to Execute a *First Amendment to Parking Lease Agreement* and an *Amended and Restated Memorandum of Parking Lease Agreement* Harmonizing the Term of the Hartley Block Parking Lease Agreement to the term of the Maine Housing financing on the property.

Whereas, on June 28, 2016 the City entered into a 30 year Parking Lease Agreement with the Hartley Block, LP; and

Whereas, the term of that agreement was to begin upon issuance of the Certificate of Occupancy for the building and expire 30 years thereafter; and

Whereas, the Certificate of Occupancy for the building was issued on March 15, 2019; and

Whereas, the permanent loan financing on the property has not yet occurred and one of the lenders, Maine Housing, is requiring that the parking lease term be coterminous with its financing term; and

Whereas, the permanent loan closing for The Hartley Block is tentatively scheduled for May 2019, but with several funders involved in that transaction, finalizing that closing may require some additional time;

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

The City Administrator is hereby authorized to execute a *First Amendment to Parking Lease Agreement* and an *Amended and Restated Memorandum of Parking Lease Agreement*, copies of which are attached hereto, which will extend the term of The Hartley Block parking lease agreement with the City until August 1, 2049, such memorandum to be filled at the Androscoggin Registry of Deeds.

FIRST AMENDMENT TO PARKING LEASE AGREEMENT

This FIRST AMENDMENT TO PARKING LEASE AGREEMENT (the "Amendment") is entered into as of the ____ day of _____, 2019, by and between THE HARTLEY BLOCK, LP, a Maine limited partnership with a mailing address of c/o The Szanton Company, 482 Congress Street, Suite 203, Portland, Maine 04101 ("Tenant") and the CITY OF LEWISTON, a municipality organized and existing under and by virtue of the laws of the State of Maine with a mailing address of 27 Pine Street, Lewiston, Maine 04240 (the "City").

WHEREAS, the City and the Tenant have entered into a Parking Lease Agreement dated June 28, 2016 (the "Parking Lease"); and

WHEREAS, a Memorandum of Parking Lease Agreement dated as of February 5, 2018 was recorded in the Androscoggin County Registry of Deeds in Book 9780, Page 337 (the "Memorandum"); and

WHEREAS, the City and the Tenant desire to change the expiration date of the term of the Parking Lease.

NOW THEREFORE, in consideration of the foregoing and other consideration the receipt and sufficiency of which is hereby acknowledged, the City and the Tenant hereby agree as follows:

1. Section 4 of the Parking Lease is hereby deleted in its entirety and replaced by the following:
 4. Term. The term of this lease shall commence on the date that certificates of occupancy are issued for any of the units in the Project ("Commencement Date") and will remain in force and effect until August 1, 2049 (the "Term"), unless sooner terminated in accordance herewith.
2. The City and the Tenant shall execute and record an amendment to the Memorandum to reflect that amendment made above.
3. Except as amended above, the Parking Lease shall continue unmodified and in full force and effect.

IN WITNESS WHEREOF, the said parties have executed this First Amendment to Parking Lease Agreement as of the day first written above.

City of Lewiston

By: _____
Its: Edward A. Barrett
City Administrator

The Hartley Block, LP

By: 155 Lisbon Street, LLC
Its: General Partner

By: Nathan Szanton
Its: Manager

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Hartley Block Parking Agreement Amendment
Date: March 26, 2019

Background

The Hartley Block mixed income, mixed use apartment building received its Certificate of Occupancy (CO) on March 15th and welcomed its first residential tenants on March 20th. Out of the 63 units, 40 have already been leased.

As part of the City's support for the project, the City and developer entered into a 30 year parking agreement to provide 63 parking spaces in the Centreville Garage at market rents. The parking lease term was to begin upon issuance of the CO and expire 30 years later.

The developer is moving toward a permanent loan closing with Maine Housing, tentatively scheduled for some time in May. As a condition of their financing, Maine Housing is requiring that the parking agreement be coterminous with the term of their loan. As the Parking Lease Agreement is currently structured, it will fall several months shy of that requirement.

Requested Action

Attached is a *First Amendment to Parking Lease Agreement* that has been prepared to extend the term of the parking agreement until August 1, 2049. This time frame provides a little leeway if the permanent loan closing does not occur as soon as anticipated. Also attached is an *Amended and Restated Memorandum of Parking Lease Agreement* which will be recorded at the Androscoggin Registry of Deeds once the documents have been executed.

The City Council is asked to authorize the City Administrator to execute the attached documents. Doing so will allow the developer to meet the closing requirements of one of their primary lenders.

AMENDED AND RESTATED MEMORANDUM OF PARKING LEASE AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF PARKING LEASE AGREEMENT, made as of the ____ day of _____, 2019 is entered into pursuant to 33 M.R.S. §201 for the purpose of providing record evidence of a Parking Lease Agreement between THE HARTLEY BLOCK, LP, a Maine limited partnership and the CITY OF LEWISTON, a municipality organized and existing under and by virtue of the laws of the State of Maine (the "Lease") for the purpose of amending and restated a Memorandum of Parking Lease Agreement dated February 5, 2018 and recorded in the Androscoggin County Registry of Deeds in Book 9780, Page 337. Nothing herein shall be deemed to alter, amend or change any of the terms or provisions of the Parking Lease Agreement dated June 28, 2016 as amended by First Amendment to Parking Lease Agreement dated as of _____, 2019.

DATE OF
LEASE:

The date of the Parking Lease Agreement is as of June 28, 2016.
The Parking Lease Agreement is amended by the First Amendment
to Parking Lease Agreement dated as of _____, 2019.

NAME OF LANDLORD:

CITY OF LEWISTON, a municipality organized and existing
under and by virtue of the laws of the State of Maine

NAME OF TENANT:

THE HARTLEY BLOCK, LP, a Maine limited partnership

DESCRIPTION OF
DEMISED PREMISES:

Certain parking spaces located in the Centreville Parking Garage,
62 Canal Street, City of Lewiston, Androscoggin County, Maine as
described in the Lease being bounded and described in **Exhibit A**
attached hereto and made a part hereof (the "Premises").

TERM:

The commencement date of the Lease is the date that certificates of
occupancy are issued for any of the units in a project being
constructed by Tenant at 155 Lisbon Street, Lewiston (the
("Project")), and the Lease ends on August 1, 2049.

OPTIONS
TO PURCHASE OR
TRANSFER TITLE :

None.

TENANT:

THE HARTLEY BLOCK, LP

By: 155 Lisbon Street, LLC, its General Partner

By: _____

Printed name: Nathan S. Szanton

Its: Manager

STATE OF MAINE

COUNTY OF CUMBERLAND, ss. _____, 2019

Personally appeared the above-named Nathan S. Szanton, the Manager of 155 Lisbon Street, LLC, the General Partner of The Hartley Block, LP, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said 155 Lisbon Street, LLC and The Hartley Block, LP.

Before me,

Notary Public/Attorney at Law

Printed name: _____

My commission expires: _____

Exhibit A

to

Amended and Restated Memorandum of Parking Lease Agreement

Centreville Garage, 62 Canal Street
Lewiston, Maine

LEWISTON CITY COUNCIL
MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

Executive Session to discuss labor negotiations regarding the International Association of Firefighters, Local 785.

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session pursuant to MRSA Title 1, section 405 (6) (D) to discuss Labor Negotiations regarding the International Association of Firefighters, Local 785.

LEWISTON CITY COUNCIL
MEETING OF APRIL 2, 2019

AGENDA INFORMATION SHEET: AGENDA ITEM NO. 14

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:	1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.