

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
DECEMBER 17, 2019**

**6:00 p.m. Dinner for Mayor and City Council**

**7:00 p.m. Regular Meeting**

Pledge of Allegiance to the Flag

Acceptance of the minutes of the November 19 & December 10, 2019 meetings.

Public Comment period – Any member of the public may make comments regarding issues pertaining to Lewiston City Government (3 minutes per speaker; maximum time for all comments is 15 minutes)

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 1.

**REGULAR BUSINESS:**

1. Public Hearing on an application for a new liquor license for Yvette's Cocina, 413 Main Street.
2. Public Hearing and Final Passage for proposed amendments to existing contract rezoning for properties at 10, 35 and 37 Avon Street.
3. Order, Approving the Establishment of the Saxon Partners – Residence at Great Falls Tax Increment Financing District and Program, and Approval of a Designation of a Tax Increment Financing District and Credit Enhancement Agreement.
4. Order, Approving the Establishment of the 143 Blake Street – Sophia's House Tax Increment Financing District and Program, and the Agreement for Development Assistance, Establishment of a TIF District and Tax Increment Financing between the City of Lewiston and 143 Blake Street LLC.
5. Resolve, Adopting the 2020-2024 Consolidated Plan for the City's Community Development Block Grant Program.
6. Order, Authorizing the Installation of a Temporary "Hopeful" Sign on the North Facade of Bates Mill 5.
7. Order, Authorizing Execution of a Municipal Quitclaim Deed for Real Estate located at 367 East Avenue.
8. Reports and Updates
9. Any other City Business Councilors or others may have relating to Lewiston City Government.

**LEWISTON CITY COUNCIL**  
**MEETING OF DECEMBER 17, 2019**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Public Hearing on an application for a new liquor license for Yvette's Cocina, 413 Main Street.

**INFORMATION:**

We have received an application for a new liquor license from Yvette's Cocina, 413 Main Street. This application is for malt, vinous & spirituous.

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.

*EAB/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 Yvette's Cocina, 413 Main Street.

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS  
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT  
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)  
 10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)  
 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:	
Good SOS & DBA:	YES <input type="checkbox"/> NO <input type="checkbox"/>

PRESENT LICENSE EXPIRES: \_\_\_\_\_

NEW application:  Yes  No

If business is NEW or under new ownership, indicate starting date: 10-12-19

Requested inspection (New Licensees/ Ownership Changes Only) Date: 11-12-19 Business hours: Tue-Thu 5-12 am  
12-8 Friday + Saturday  
Sunday 2:00-8:00

INDICATE TYPE OF PRIVILEGE:  MALT  VINOUS  SPIRITUOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV)  RESTAURANT/LOUNGE (Class XI)  CLASS A LOUNGE (Class X)  
 HOTEL (Class I,II,III,IV)  HOTEL, FOOD OPTIONAL (Class I-A)  BED & BREAKFAST (Class V)  
 GOLF COURSE (Class I,II,III,IV)  TAVERN (Class IV)  QUALIFIED CATERING  
 OTHER: \_\_\_\_\_  SELF-SPONSORED EVENTS

(QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Wuestles Cocina</u>	Business Name (D/B/A) <u>Wuestles Cocina</u>
APPLICANT(S) - (Sole Proprietor) <u>Maria Carrion-Colon</u>	DOB: <u>02-16-90</u>
Physical Location: <u>413 Main St Lewiston</u>	City/Town <u>Lewiston</u>
State <u>ME</u>	State <u>ME</u>
Zip Code <u>04240</u>	Zip Code <u>04240</u>
Address <u>Lewiston ME 04240</u>	Mailing Address <u>413 Main St Lewiston 04240</u>
City/Town <u>Lewiston</u>	City/Town <u>Lewiston</u>
State <u>ME</u>	State <u>ME</u>
Zip Code <u>04240</u>	Zip Code <u>04240</u>
Telephone Number <u>207-689-3099</u>	Fax Number <u>207-689-3099</u>
Business Telephone Number <u>207-689-3099</u>	Fax Number <u>207-689-3099</u>
Federal I.D. #	Seller Certificate #: or Sales Tax #:
Email Address: <u>mariasrestaurant19@gmail.com</u>	Website:

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: \_\_\_\_\_

2. State amount of gross income from period of last license:

ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_

3. 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.

4. Do you permit dancing or entertainment on the licensed premises? YES  NO

Also Beverage License Training Tips Training

5. Do you own or have any interest in any another Maine Liquor License?  Yes  No (Use an additional sheet(s) if necessary.) If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

License # \_\_\_\_\_ Name of Business \_\_\_\_\_

Physical Location \_\_\_\_\_ City / Town \_\_\_\_\_

6. If manager is to be employed, give name: \_\_\_\_\_

7. Business records are located at: \_\_\_\_\_

8. Is/are applicants(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.

Full Name (Please Print)	DOB	Place of Birth
Maria Carrion-Colon	07-11-98	Puerto Rico

11. Residence address on all of the above for previous 5 years (Limit answer to city & state)

Name: Maria Carrion Colon	City: Lewiston	State: ME
Name: _____	City: _____	State: _____
Name: _____	City: _____	State: _____

12. 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)

13. Will any law enforcement official benefit directly in your license, if issued?

Yes  No  If Yes, give name: \_\_\_\_\_

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

15. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner: \_\_\_\_\_

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) \_\_\_\_\_

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

YES  NO  Applied for: ? \_\_\_\_\_

18. 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? 100 yards School

Which of the above is nearest? \_\_\_\_\_

19. 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: Lewiston ME on Nov 15, 20 19  
Town/City, State Date

PLEASE SIGN IN BLUE INK

*[Signature]*  
 Signature of Applicant or Corporate Officer(s)

\_\_\_\_\_  
 Signature of Applicant or Corporate Officer(s)

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

FEE SCHEDULE

<b>FILING FEE: (must be included on all applications)</b> .....	\$ 10.00
<b>Class I</b> 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	
<b>Class I-A</b> Spirituous, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.	
<b>Class II</b> 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.	
<b>Class III</b> 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.	
<b>Class IV</b> 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.	
<b>Class III &amp; IV</b> Malt & Vinous Only .....	\$ 440.00
CLASS III & IV: 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.	
<b>Class V</b> Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
CLASS V: Clubs without catering privileges.	
<b>Class X</b> Spirituous, Vinous and Malt – Class A Lounge .....	\$2,200.00
CLASS X: Class A Lounge	
<b>Class XI</b> Spirituous, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.	
<b>SELF-SPONSORED EVENTS: Qualified Caterers Only</b> .....	\$ 700.00

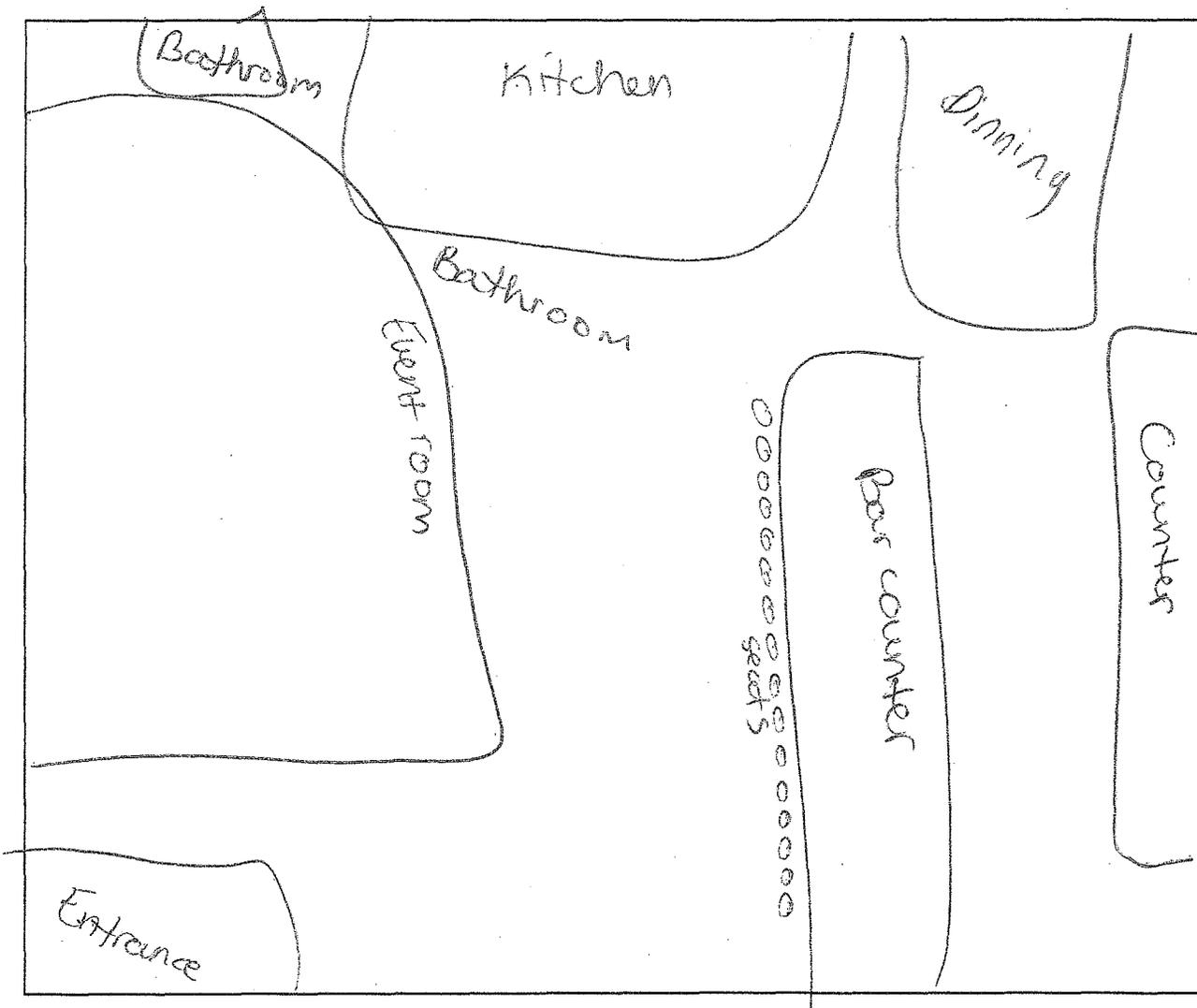
Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing & Enforcement  
8 State House Station, Augusta, ME 04333-0008  
10 Water Street, Hallowell, ME 04347 (overnight)  
Tel: (207) 624-7220 Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@maine.gov](mailto:MaineLiquor@maine.gov)



### ON PREMISE DIAGRAM (Facility Drawing/ Floor Plan)

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas with the following: • Entrances • Office area • Kitchen • Storage Areas • Dining Rooms • Lounges • Function Rooms • Restrooms • Decks • All Inside and Outside areas that you are requesting approval.





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

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

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: Maria Carrion Yvette's Cocina
- Doing Business As, if any: Restaurant
- Date of filing with Secretary of State: 11-15-19 State in which you are formed: ME
- 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 %
Maria Carrion Colon	16 Ann St Lew	07-11-90	Owner	100%

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

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



## ***POLICE DEPARTMENT***

Brian O'Malley  
Chief of Police



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TO: Kelly Brooks, Deputy City Clerk  
FR: Lt. David St.Pierre, Support Services  
DT: November 26, 2019  
RE: Liquor License– **Yvette's Cocina**

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

**Maria Carrion-Colon, dob/07-11-90**  
**DBA/ Yvette's Cocina**  
**413 Main St., Lewiston, Maine**



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



*Professionalism    Integrity    Compassion    Dedication    Pride    Dependability*

**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, December 17, 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.

Yvette's Cocina  
413 Main Street  
Maria Carrion-Colon, owner

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

***PUBLISH ON: December 11, 12, & 13, 2019***

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

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2019

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Public Hearing and Final Passage for proposed amendments to existing contract rezoning for properties at 10, 35 and 37 Avon Street.

**INFORMATION:**

At the November 19 City Council meeting, the Council voted to initiate a proposal to amend the current contract zoning for the properties at 10, 35 and 37 Avon Street and to send the proposal to the Planning Board for their required review and recommendation. The requested amendment includes a proposal to change the density standard for 10 Avon Street and to reduce from 1,180 sq. feet to 1,000 sq. feet and the specific density caps for all three properties be removed. This change will allow consolidation of all residential units on 10 Avon Street.

The Planning Board voted 6-0 to send a favorable recommendation to the City Council for the amended contract zoning request by Saxon Properties for the Avon Street properties and that all conditions from the original April 2019 contract rezoning request be included in the rezoning documents.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve Final Passage of the proposal to amend the contract rezoning for the properties at 10, 35 and 37 Avon Street by a roll call vote.



## CITY OF LEWISTON

### Department of Planning & Code Enforcement

**TO:** Mayor and City Council

**FROM:** Douglas Greene, City Planner

**DATE:** November 26, 2019

**RE:** Planning Board recommendation: Amended Contract Rezoning of 10, 35 and 37 Avon St.

The Planning Board took the following action at their meeting held on November 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 an amended contract zoning request by Saxon Partners, LLC for properties located at 10, 35 and 37 Avon Street to reduce the density standard from 1,180 sf. to 1,000 sf. in order to consolidate all the residential units (245 units maximum) to 10 Avon Street.

Second by **Ryan Rhoades**. **VOTED: 6-0 in the affirmative**

**MOTION AMENDED:** by **Lucy Bisson**, to include all the conditions from the original April 2019 contract zoning request in the amended contract zoning documents.

Second by **Ryan Rhoades**. **VOTED: 6-0 in the affirmative**

There were no public comments during the Public Hearing

During its deliberations, the Planning Board made comments and asked questions about the preliminary development plan concerning the size of the building, access by the public to the future extension of the Riverwalk trail, and what would the overall appearance of the building be.



## CITY OF LEWISTON

### Department of Planning & Code Enforcement

**TO: Planning Board**

**FROM: Douglas Greene, City Planner**

**DATE: November 25, 2019**

**RE: Contract Zoning Amendment Request for 10, 35 and 37 Avon Street**

**The Amended Contract Zoning Request-** 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 amend the existing contract zone for 10, 35 and 37 Avon Street to reduce the net lot density standard for 10 Avon Street from 1,180 sf. to 1,000 sf. in order to consolidate all the approved residential units to 10 Avon Street.

The three properties at 10, 35 and 37 Avon Street were approved for a contract rezoning from Resource Conservation (RC), Urban Enterprise (UE) and Neighborhood Conservation B (NCB) to Centreville (CV) back in April of 2019. The three properties, totaling 6.8 acres, were approved for a maximum of 245 dwelling units at density of one dwelling unit per 1,180 sf. of net lot area. The development concept at that time was to build 210 apartment units at 10 Avon Street (5.71 ac.) and 35 units at 35 and 37 Avon Street (1.17 ac.). Now, Saxon Partners has re-evaluated their development plans and would like to locate all 245 units at 10 Avon Street, the largest of the three properties.

**Preliminary Site Plan-** The application from Saxon Partners, LLC includes a preliminary site plan that graphically depicts this amended contract zone request. The plan shows 2 large structures (buildings A and B) that are connected by an “amenity connector” building at 10 Avon Street. Building A is 5 stories tall with a 49 ground level parking spaces under the building. Building B is 4 stories tall with no parking underneath. There are a total of 295 parking spaces (246 surface and 49 space under Building A) at 10 Avon Street. 35 and 37 Avon Street, across the street, now shows an “overflow” parking area consisting of 3 covered parking garages and surface parking with total of 50 spaces. A continuation of the Riverside Greenway Path is shown along the Androscoggin River. This plan is preliminary and will be subject to a complete development review by the Planning Board at a later date.

**Land Uses and Space and Bulk Standards:** Back in April of this year the Avon Street properties were contract rezoned from RC, UE and NCB to Centreville (CV) in order to allow the construction of a total of 245 residential units.

The following land uses were approved:

- Multi-family dwellings and mixed use structures are permitted uses
- Business and professional offices, restaurants, drinking places, indoor amusement, arts and crafts, personal services, retail and neighborhood retail are permitted as part of a

mixed use structure

- Private or public facilities for non-intensive outdoor recreation and fitness and recreational sports centers are permitted as accessory uses

The following changes to the Space and Bulk table were approved:

- The minimum front setback is 25 feet for principle structures and 0 feet for accessory structures.
- The maximum height is 80 feet for principle structures and 20 feet for accessory structures

The applicant also had 3 changes to existing land use requirements approved:

- More than one building would be permitted on a lot
- A waiver of Shoreland zoning restriction for residential lots with 250 feet of the Androscoggin River
- Waiver of development standards for open space and personal storage.

In summary, this amended contract zoning amendment requests a reduction in the net lot density standard from 1,180 sf. to 1,000 sf. per in order to consolidate the maximum number of allowable dwelling units to 10 Avon Street.

**Compliance with the Comprehensive Plan-** The applicant has provided references to the 2017 Legacy Lewiston 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)

**Planning Board Action-** The Planning Board should make its recommendation to the City Council based on Article XVII, 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 an application that 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.

#### **ACTION NECESSARY**

Make a motion pursuant to Article VII, Section 4 (Planning Board- Powers and Duties) and Article XVII, Section 5 (Amendment and Other Legal Provisions) 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 to reduce the density standard for 10 Avon Street from 1,180 sf. to 1,000 sf. in order to consolidate all the residential units to 10 Avon Street.

CHARLES C. SOLTAN  
Managing Member  
charles.soltan@soltanbass.com

JAMES BASS  
Member  
james.bass@soltanbass.com

November 5, 2019

Hon. Kristen S. Cloutier  
Mayor  
City of Lewiston  
27 Pine Street  
Lewiston, ME 04240-7201

RE: Modification of Existing Contract Zone for 10, 35, and 37 Avon Street

Dear Mayor Cloutier:

On behalf of Saxon Partners, LLC ("Saxon"), I submit the enclosed request to modify the existing contract zone for 10, 35, and 37 Avon Street (the "Property") located in Lewiston, Maine. In the application, Saxon respectfully requests that the density standard for 10 Avon Street be reduced from 1,180 square feet to 1,000 square feet and the specific density caps for 10, 35, and 37 Avon Street be lifted. This will allow consolidation of all residential units on 10 Avon Street.

This is Saxon's second contract rezone application concerning the Property. The first was approved on April 16, 2019, became effective on May 16, 2019, and is filed in the Androscoggin County Registry of Deeds, Book 10157, Pages 40 – 68. This request simply modifies two provisions in the previously approved rezoning.

The Property has been owned by Lewiston Waterfront Development, LLC and the majority of it originally housed Pineland Lumber for most of the twentieth century. Lewiston Waterfront Development, LLC has executed and extended a Purchase & Sale Agreement with Saxon.

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

Sincerely,



James Bass, Esq.  
Soltan Bass, LLC

## THE CITY OF LEWISTON HEREBY ORDAINS

Saxon Partners, LLC (“Saxon”) requests to modify the existing contract zone for 10, 35, and 37 Avon Street (the “Property”) as recorded in the Androscoggin County Registry of Deeds, Book 10157, Page 40 – 68. Within the Property, all underlying standards, as they may be amended from time to time, continue to apply, except for the following:

- Space and Bulk Table; Book 10157, Page 46
  - Reduce the minimum net lot area per dwelling unit with public water from 1,180sf to 1,000sf; and
- Space and Bulk Table footnotes; Book 10157, Page 48
  - Remove footnote “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”).

## REASONS FOR THE PROPOSED AMENDMENT

The reason for the proposed amendment is to allow consolidation of all units on 10 Avon Street. A conceptual site plan of the project, last revised and dated August 16, 2019, as proposed, is attached as Exhibit A. Saxon’s original Purchase and Sale Agreement, dated April 20, 2018, is attached as Exhibit B. An extension of the Purchase and Sale Agreement, dated October 29, 2019, extends the original Permitting Period deadline from October 19, 2019 to May 31, 2020 and is attached as Exhibit C.

### ***Background***

Saxon previously submitted a contract rezone application that was approved on April 16, 2019 and became effective on May 16, 2019 (see Exhibit D). In that application, City Council approved Saxon’s request to rezone the Property at 10, 35, and 37 Avon Street from the Resource Conservation, Urban Enterprise, and Neighborhood Conservation “B” Districts to the Centreville (CV) District and to lift certain incompatible land use requirements.

In that application, Saxon envisioned developing a modern residential housing complex built on the vacant Pineland Lumber property located at 10 Avon Street, shown on Tax Map 206 as Lot 19 (5.71 acres), and a neighboring property at 35 and 37 Avon Street, shown on Tax Map 206 as Lots 27 and 28 (1.17 acres).

Under that plan, Saxon proposed two four-story buildings on 10 Avon Street that each contained 105 residential units and one three-story building on 35 and 37 Avon Street that housed 35 residential units. In total, the plan included 245 units spread over two lots.

Due to that configuration, Saxon’s initially requested a density requirement for 10 Avon Street that could accommodate up to 210 residential units. Due to the size of the lot (5.71 acres), this resulted in a density base of 1,180sf per dwelling unit.

However, over the last few months as Saxon has fine-tuned and further developed this project, it became apparent that greater efficiencies and a better design could be addressed if all units were colocated on 10 Avon Street and not split between the two lots.

Under Saxon's updated plan, the two buildings on 10 Avon Street have been connected and slightly enlarged, the 35 unit building on 35 and 37 Avon Street has been replaced with parking, and those units planned for that lot previously have been consolidated on 10 Avon Street. The overall number of units (245) has remained the same.

***Benefits to Lewiston***

<b>Injects Significant Investment into Local Economy</b>	<ul style="list-style-type: none"> <li>• During the construction period, the development will inject millions into the greater Lewiston/Auburn region.</li> </ul>
<b>Employment</b>	<ul style="list-style-type: none"> <li>• The project will most likely be staffed with 4 to 5 full and part-time employees.</li> </ul>
<b>Supports Local Vendors</b>	<ul style="list-style-type: none"> <li>• The project will need and use local vendors to help maintain the Property.</li> </ul>
<b>Key Demographic Located Downtown</b>	<ul style="list-style-type: none"> <li>• The development will have up to 245 market rate units composed of studios and one-bedroom apartments. These units are likely to appeal to singles and couples who will work and enjoy Downtown Lewiston's restaurants and nightlife.</li> </ul>
<b>Replace Vacant, Underused Area</b>	<ul style="list-style-type: none"> <li>• Revitalize a blighted property along the Androscoggin River with much needed housing that supports Lewiston's downtown businesses.</li> </ul>
<b>Improve Local Infrastructure</b>	<ul style="list-style-type: none"> <li>• Provide the City of Lewiston an easement on the north end of 10 Avon Street that is sufficient for the installation of a second water main feed from Lake Auburn.</li> <li>• Provide the City of Lewiston an easement on the west side of 10 Avon Street that the City can use to install an extension of the Riverside Greenway Trail (if the City can continue the trail on abutting properties).</li> </ul>

***Need for the Proposed Contract Zone Amendment***

To allow all residents to be colocated on 10 Avon Street, Saxon respectfully requests that the density standard for 10 Avon Street be slightly lowered from 1,180 sq/ft to 1,000 sq/ft. Below is the relevant section of the proposed Space and Bulk Table incorporating this request.

Dimensional Requirements (13)	Centreville (CV)	Current density for 10 Avon St. (CV District)	Requested density for 10 Avon St. (CV District)
Min. 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)			
Multi-family dwellings		1,180	1,000
Mixed use structures		1,180	1,000
All permitted residential uses	None		

Additionally, Saxon requests that the density caps be lifted for 10, 35, and 37 Avon Street. These are noted in footnote “c” in the existing contract zone’s Space and Bulk Table as recorded in the Androscoggin County Registry of Deeds, Book 10157, Page 48 (“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”). These caps were specifically fashioned around the previous plan’s residential split but with all units now proposed to be colocated, the 10 Avon Street cap would prevent this project.

### CONFORMANCE WITH THE COMPREHENSIVE PLAN

The proposed request is in conformance with the City’s Comprehensive Plan, as demonstrated by the following excerpts from the 2017 Legacy Lewiston Comprehensive Plan:

- 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).

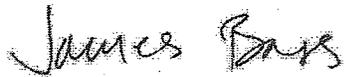
There is nothing in the City's Comprehensive Plan that is inconsistent with the proposed amendment from Saxon.

Thus, the project will be consistent with existing and permitted uses in the CV zoning district.

**PROPOSED WRITTEN CONTRACT**

Saxon requests that the City enter into the contract attached hereto as Exhibit E by which, in consideration of the contract zone amendment, certain conditions or restrictions not imposed on other similarly zoned properties will be imposed.

Saxon hereby submits this proposal as of the 5<sup>th</sup> day of November 2019.



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Signature



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Printed Name

**SITE DATA - 10 AVON ST.**

- OWNER OF RECORD: LEWISTON WATERFRONT DEVELOPMENT, LLC
- APPLICANT: SAXON PARTNERS  
25 RECREATION PARK DRIVE, SUITE 204  
BRIMHAM, MA 02043
- SUBJECT LOT ADDRESS: 10 AVON STREET  
LEWISTON, ME 04240
- SUBJECT LOT ID: TAX MAP 206 LOT 10
- LOT AREA: 6.714 ACRES
- ZONING: (CV) CENTREVILLE
- BUILDING DIMENSIONS: BUILDING A = 75' X 310.5'  
BUILDING B = 70' X 344.5'  
CONNECTOR = 38.8' X 83.9'
- PARKING CALCULATIONS: 245 UNITS X 1.1 SPACES/UNIT  
= 270 SPACES REQ'D
- ACCESSIBLE PARKING: 201 TO 300 SPACES = 7 REQ'D
- VAN ACCESSIBLE: 1 PER 6 OF TOTAL = 2 REQ'D

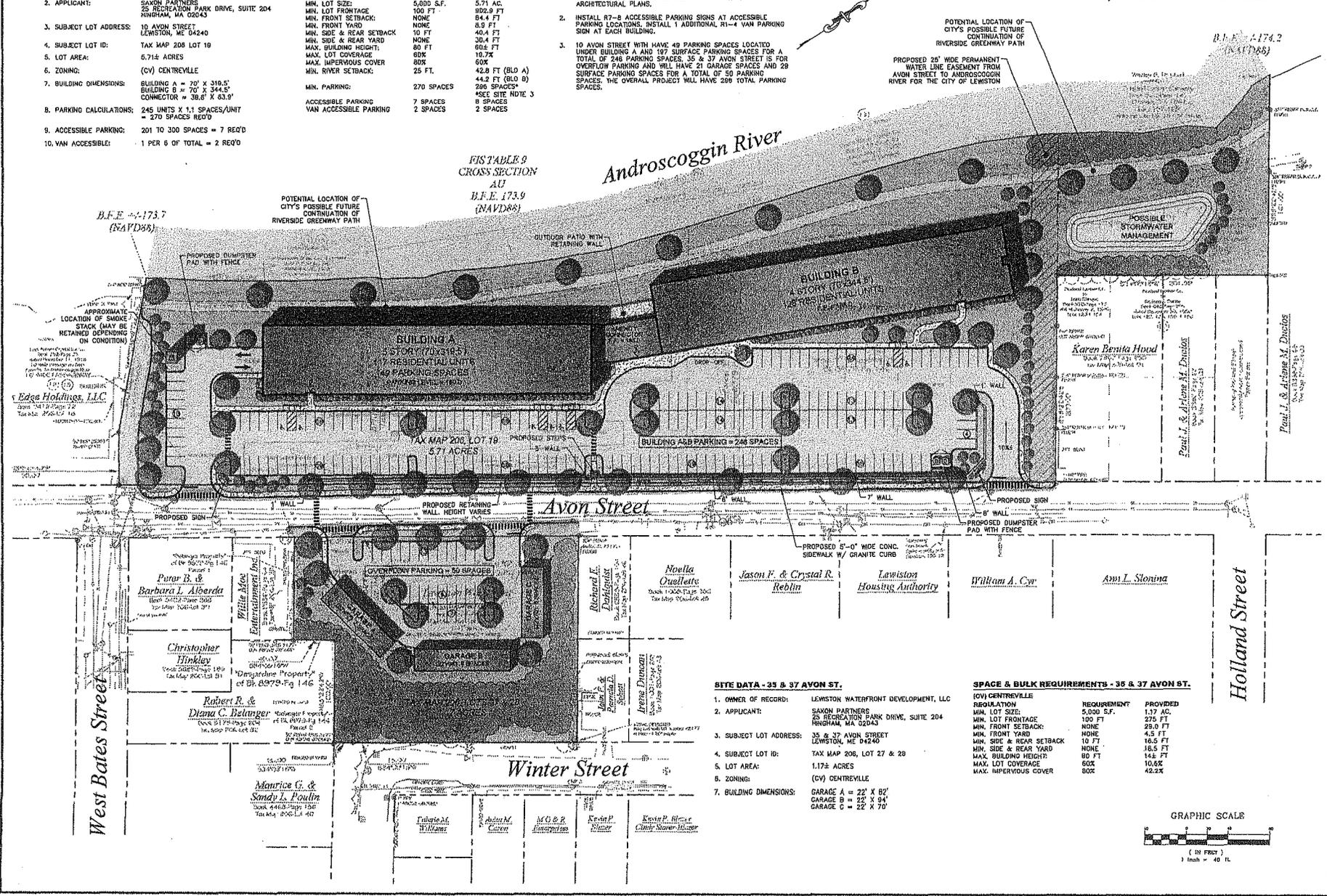
**SPACE & BULK REQUIREMENTS - 10 AVON ST.**

REGULATION	REQUIREMENT	PROVIDED
MIN. LOT SIZE:	5,000 S.F.	571 AC.
MIN. LOT FRONTAGE:	100 FT	902.9 FT
MIN. FRONT SETBACK:	NONE	84.4 FT
MIN. FRONT YARD:	NONE	8.9 FT
MIN. SIDE & REAR SETBACK:	10 FT	40.4 FT
MIN. BUILDING HEIGHT:	NONE	80 FT
MAX. LOT COVERAGE:	60%	10.7%
MAX. IMPERVIOUS COVER:	80%	60%
MIN. RIVER SETBACK:	25 FT.	42.8 FT (BLD A) 44.2 FT (BLD B)
MIN. PARKING:	270 SPACES	286 SPACES*
ACCESSIBLE PARKING:	7 SPACES	8 SPACES
VAN ACCESSIBLE PARKING:	2 SPACES	2 SPACES

**SITE NOTES:**

- THE LOCATION OF PROPOSED BUILDING ENTRANCES ARE APPROXIMATE AND SHALL BE COORDINATED WITH THE ARCHITECTURAL PLANS.
- INSTALL RT-B ACCESSIBLE PARKING SIGNS AT ACCESSIBLE PARKING LOCATIONS. INSTALL 1 ADDITIONAL RT-4 VAN PARKING SIGN AT EACH BUILDING.
- 10 AVON STREET WITH HAVE 49 PARKING SPACES LOCATED UNDER BUILDING A AND 197 SURFACE PARKING SPACES FOR A TOTAL OF 246 PARKING SPACES. 35 & 37 AVON STREET IS FOR OVERFLOW PARKING AND WILL HAVE 21 GARAGE SPACES AND 29 SURFACE PARKING SPACES FOR A TOTAL OF 50 PARKING SPACES. THE OVERALL PROJECT WILL HAVE 299 TOTAL PARKING SPACES.

**CONCEPTUAL SITE PLAN  
10, 35 & 37 AVON STREET**



F15 TABLE 9  
CROSS SECTION  
AU  
B.F.E. 173.9  
(NAVD83)

B.F.E. 174.2  
(NAVD83)

**Karen Benita Hood**  
2000 S. 10th St.  
Lebanon, ME 04240  
Tel: 603-875-1111

**Paul J. & Abigail M. Dunbar**  
1000 S. 10th St.  
Lebanon, ME 04240  
Tel: 603-875-1111

**Paul J. & Abigail M. Dunbar**  
1000 S. 10th St.  
Lebanon, ME 04240  
Tel: 603-875-1111

NO.	DATE	DESCRIPTION	BY	CHKD BY
1	08/08/18	REVISED SITE & BUILDING MASSING	SK	SK
2	08/08/18	REVISED SITE & BUILDING LAYOUT	SK	SK
3	08/08/18	REVISED SITE LAYOUT	SK	SK
4	08/08/18	REVISED FOR PLANNING BOARD MEETING	SK	SK
5	08/08/18	REVISED PER COMMENTS FROM CITY MEETING	SK	SK
6	08/08/18	REVISED FOR PLANNING BOARD MEETING	SK	SK
7	08/08/18	REVISED FOR PLANNING BOARD MEETING	SK	SK
8	08/08/18	REVISED FOR PLANNING BOARD MEETING	SK	SK
9	08/08/18	REVISED FOR PLANNING BOARD MEETING	SK	SK
10	08/08/18	REVISED FOR PLANNING BOARD MEETING	SK	SK
11	08/08/18	REVISED FOR PLANNING BOARD MEETING	SK	SK
12	08/08/18	REVISED FOR PLANNING BOARD MEETING	SK	SK

SCALE: AS SHOWN

ORIGINAL DATE: AUGUST 8, 2018

DESIGNED BY: SK

CHECKED BY: SK

PROJECT: PROPOSED WATERFRONT DEVELOPMENT  
10, 35 & 37 AVON STREET  
LEWISTON, ME 04240

CONCEPTUAL SITE PLAN  
**C1**

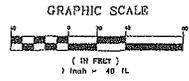
PROJECT NO. 589001  
SHEET 1 OF 2

**SITE DATA - 35 & 37 AVON ST.**

- OWNER OF RECORD: LEWISTON WATERFRONT DEVELOPMENT, LLC
- APPLICANT: SAXON PARTNERS  
25 RECREATION PARK DRIVE, SUITE 204  
BRIMHAM, MA 02043
- SUBJECT LOT ADDRESS: 35 & 37 AVON STREET  
LEWISTON, ME 04240
- SUBJECT LOT ID: TAX MAP 206, LOT 27 & 28
- LOT AREA: 1.173 ACRES
- ZONING: (CV) CENTREVILLE
- BUILDING DIMENSIONS: GARAGE A = 22' X 82'  
GARAGE B = 22' X 94'  
GARAGE C = 22' X 70'

**SPACE & BULK REQUIREMENTS - 35 & 37 AVON ST.**

REGULATION	REQUIREMENT	PROVIDED
MIN. LOT SIZE:	5,000 S.F.	1,177 AC.
MIN. LOT FRONTAGE:	100 FT	275 FT
MIN. FRONT SETBACK:	NONE	29.0 FT
MIN. FRONT YARD:	NONE	4.5 FT
MIN. SIDE & REAR SETBACK:	10 FT	16.5 FT
MIN. BUILDING HEIGHT:	80 FT	146 FT
MAX. LOT COVERAGE:	60%	10.6%
MAX. IMPERVIOUS COVER:	80%	42.2%



## 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 Urbanek 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] if 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.

(b) 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, wetlands, 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: \_\_\_\_\_

and with respect to verbal notices 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:

Donald Smith: (781) 875-3304

To Counsel:

**Seller's Counsel:**

Craig J. Hancock  
13 Crescent St  
Bridle Road, MA 01905  
craig@crjlaw.com  
207-232-6949

**Buyer's Counsel:**

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

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

**SELLER:**

Lewiston Waterfront Development, LLC  
a Maine corporation

**BUYER:**

Saxon Partners, LLC,  
a Massachusetts limited liability company

	
Name: <u>Craig J. Hancock POA</u>	Name: <u>Donald L. Smith</u>
Title: <u>Auctioneer Agent for</u>	Title: <u>Manager</u>
<u>Lewiston Waterfront Development</u>	
Date: <u>April 20, 2018</u>	Date: <u>April 18, 2018</u>

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

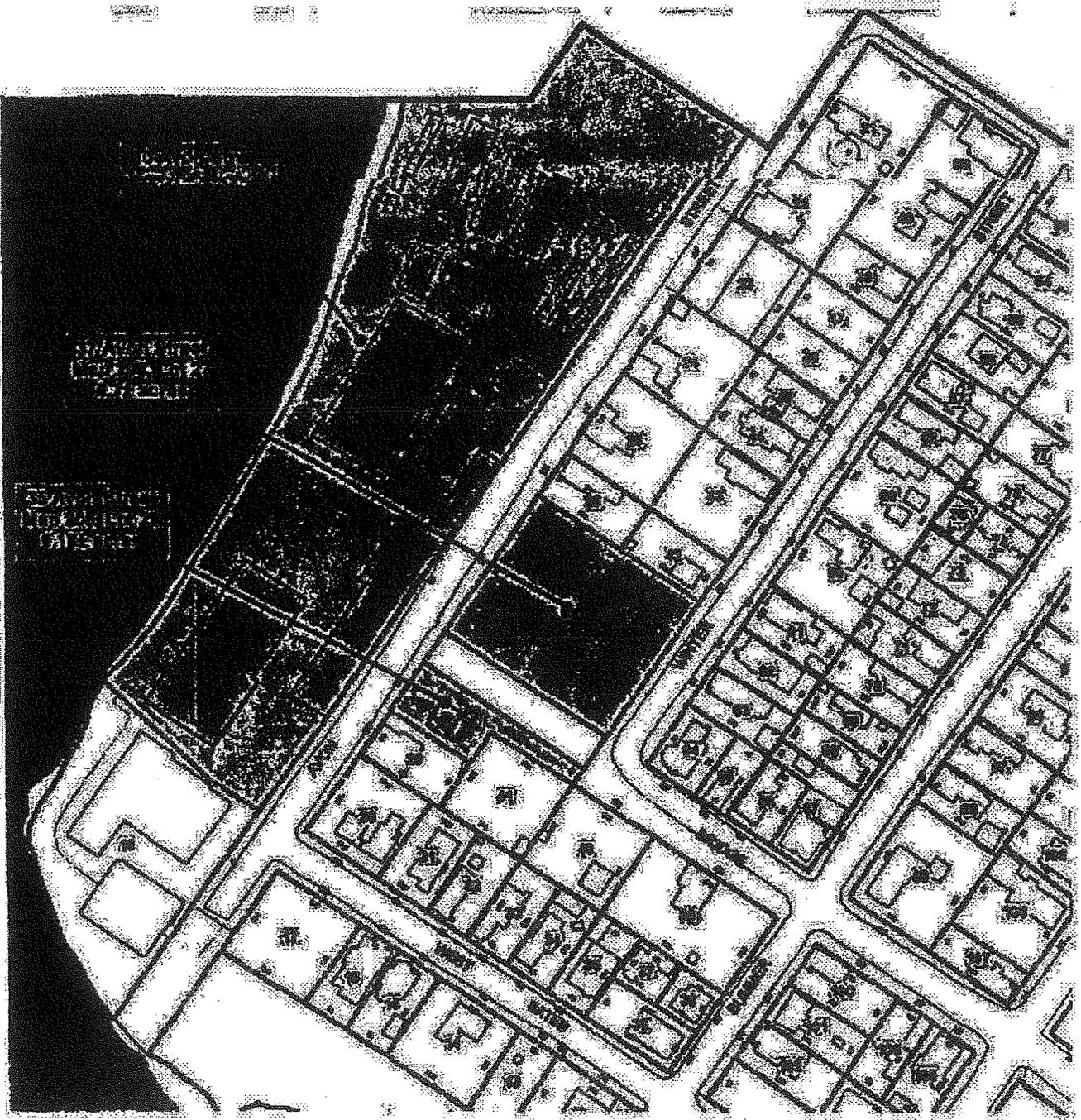
# EXHIBIT A

Exhibit B

## TAX MAP

Source: City of Lewiston Tax Map 208, April 1, 2012.

Note: This is only a portion of tax map 206 with labels and shading added.  
Copy of Map 208 is available electronically on request.



David L. Arons, Attorney at Law  
Saxon Partners LLC  
25 Recreation Park Drive, Suite 204  
Hingham, MA 02043  
Phone: 781-875-3317  
E-mail: darons@saxon-partners.com

October 29, 2019

Via e-mail to craig@rancourtlaw.com

Craig J. Rancourt, Esq., as  
Attorney for Lewiston Waterfront Development LLC  
13 Crescent Street  
Biddeford, Maine 04005

Re: Sale of 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) (collectively, the "Property"), by Lewiston Waterfront Development LLC, as Seller, to Saxon Partners, LLC, as Buyer, pursuant to the Purchase and Sale Agreement with an "Effective Date" of April 20, 2018 (the "Agreement"); Extension Letter constituting the "First Amendment to Agreement"

Dear Attorney Rancourt:

This confirms that the Seller and Buyer have agreed as follows:

- (1) To amend Section 6(ii) [Permitting Period] of the Agreement to extend the original initial Permitting Period deadline from October 19, 2019 to Friday, May 31, 2020. There shall be no further extensions of the Permitting Period absent a written agreement by the two parties or their respective attorneys.
- (2) To amend Section 6(iii)[Extension] of the Agreement to provide that on October 30, 2019 the Buyer will make a one-time payment of [REDACTED] directly to the Seller by wire transfer (the "Additional Payment"), which amount will be deemed non-refundable but shall in all circumstances be applicable to the Purchase Price. The Additional Payment shall not be paid out of the Deposit. Notwithstanding the foregoing, in the event that the Buyer elects to terminate the Agreement on account of a Seller Default under the Agreement, as amended, the Additional Payment shall be fully refundable together with the Deposit (including, without limitation, the Released Funds).
- (3) To amend Section 6(ii) [Permitting Period] of the Agreement to provide that during the amended Permitting Period (continuing through May 31, 2020), there no longer will be [REDACTED] per month of the Deposit being deemed non-refundable (referred to in Section 6(ii) as "Released Funds").

CR

Letter to Attorney Rancourt

(4) In the event that the Buyer elects to terminate the Agreement during the Permitting Period, and there is no default by the Seller, the Seller shall be entitled to retain the Additional Payment [redacted] plus the [redacted] in monthly payments (the "Released Funds") that the Seller received during the Permitting Period, collectively amounting to [redacted] in total. In addition, upon such a termination, the Escrow Agent shall be required to refund to the Buyer the remainder of the Deposit, amounting to [redacted]

(5) To amend Section 8 [Closing] of the Agreement so that the Closing shall be on Monday, July 1, 2020.

(6) The Buyer agrees to use due diligence during the Permitting Period, as extended, to secure all necessary permits and approvals and agrees to keep the Seller advised of status.

(7) The Buyer will continue to make monthly real estate tax payments of \$1,333.00 while the Agreement remains pending.

(8) All other terms of the Purchase and Sale Agreement shall remain in full force and effect.

Please counter-sign below to confirm the Seller's agreement to the above-referenced terms and conditions, and then e-mail me a scanned copy of the same. The counter-signed letter shall constitute the First Amendment to Agreement. Thank you for your cooperation.

Very truly yours,

David L. Arons, as Attorney for  
Saxon Partners, LLC, Buyer

**THE SELLER AGREES TO AND ACCEPTS THE ABOVE TERMS:**

  
\_\_\_\_\_  
Craig J. Rancourt, as Attorney for  
Lewiston Waterfront Development LLC, Seller

Date: 10/30/19



**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:

**OFFICIAL COPY**  
**APPENDIX A**  
**OFFICIAL COPY**  
**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(1), 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.



approximately 193 acres. This is clearly impractical for a development like this and Saxon asks that this lot size requirement be lifted.

A N  
O F F I C I A L O F F I C I A L  
C O P Y C O P Y

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 RG, 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) <sup>(a)</sup>	Requested Contract Zone (CV)
Accessory use or structure	P	P	P	P
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 05.06.16	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV) <sup>20</sup>	Requested Contract Zone (CV)
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients	P	COPY		
Tattoo Establishments				
Light industrial uses	P	NOT OFFICIAL	P(8,38)	
Industrial uses	C	AN	P(18)	
Building and construction contractors	P(6,7)			
Fuel oil dealers and related facilities	P(6,7)	OFFICIAL		
Wholesale sales, warehousing and distribution facilities and self-storage facilities	P	COPY		
Self storage facilities	P			
Commercial solid waste disposal facilities				
Junkyards and auto graveyards				
Recycling and reprocessing facilities	C			
Private industrial/commercial developments(23)	P			
Airports or heliports				
Commercial parking facilities	P	C	P	
Transit and ground transportation facilities			P	
Transportation facilities	P			
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				
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	
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

No. 19-02  
Effective: 5/16/2019

Land Use Table: All Zoning Districts 05.05.15	Urban Enterprise (UE)	Neighborhood Conservation "B" (NCB)	Centreville (CV)	Requested Contract Zone (CV)
Lodging houses				
Home occupations				
Bed and breakfast establishments as a home occupation	P	P	P	
In-law apartments in accordance with the standards of Article XII			P	
Single family cluster development				
Family day care home			P	
Shelters				
Dormitories				
<del>Natural Resources</del>				
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				
<del>Recreation</del>				
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

No. 19-02  
Effective: 5/16/2019

NOT Dimensional Requirements (13) A N O F F I C I A L	Urban Enterprise (UE)	NOT Neighborhood Conservation "B" N C B	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	
<del>Minimum lot size without public sewer (3)</del>				
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			
<del>Minimum lot size to be served by public sewer</del>				
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	
<del>Minimum lot size to be served by public sewer</del>				
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				
<del>Minimum frontage</del>				
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	
<del>Minimum front setback</del>				
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				25 ft for principal structures, none for accessory structures

No. 19-02  
Effective: 5/16/2019

Dimensional Requirements (73)	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)	10ft (21,22)	none (22)	
<del>Minimum front yard setback</del>				
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)	
<del>Minimum side and rear setback</del>				
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	
<del>Minimum side and rear yard setback</del>				
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	
<del>Maximum height</del>				
Agriculture				
Other permitted uses				
Hospital, nursing homes and medical offices				
<del>Setbacks</del>				
Maximum lot coverage	0.60	0.65	1.00	0.60
Maximum impervious coverage	0.80	0.65	1.00	0.80

No. 19-02  
Effective: 5/16/2019

Applicable Space and Bulk Table Footnotes: N O T  
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(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.

No. 19-02  
Effective: 5/16/2019

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. Y C O P Y

o. By submitting this proposal, the proponent agrees in writing to the conditions described herein. A N A N  
O F F I C I A L O F F I C I A L  
C O P Y C O P Y

No. 19-02  
Effective: 5/16/2019

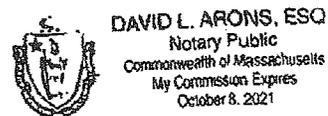
The Proponent of this request hereby respectively submits this Proposal as of the 13 day of ~~January~~ <sup>February</sup> 2019.  
N O T A N N O T A N  
O F F I C I A L O F F I C I A L  
C O P Y C O P Y

Proponent: Saxon Partners, LLC  
~~\_\_\_\_\_~~  
Donald S. Smith, Notary Public  
Androscoggin, SS Plymouth County  
Lewiston, Maine Massachusetts

N O T A N  
O F F I C I A L  
C O P Y  
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



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

Property Owner: Lewiston Waterfront Development, LLC

~~\_\_\_\_\_~~  
FRANKLIN  
Androscoggin, SS MEMBER  
Lewiston, Maine  
EASTIS

February 9, 2019

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

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

**PURCHASE AND SALE AGREEMENT**

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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.** NOT NOT  
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**SELLER:** F F Lewiston Waterfront Development, LLC I A L  
C /o Fred Thurston @ Conifer Industries P Y  
Route 231 P.O. Box 100 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.

Exhibit A

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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".

OFFICIAL OFFICIAL  
5. DEPOSITS. Within five (5) business days of the Effective Date, Buyer shall deposit in escrow with SVN Urbanek 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

Exhibit A

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Buyer with copies of all relevant due diligence information in its possession including any permits, environmental reports, geotechnical information, archaeological 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.

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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] if 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.



Exhibit A

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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;

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(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

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condition, except that, <sup>A N</sup> 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 <sup>A N</sup> partial restoration.

C O P Y A L O F F I C I A L

**16. ACCEPTANCE OF DEED.** The acceptance of the <sup>C O P Y</sup> 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 of 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

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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.

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

(l) 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, SYN Urbane 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;

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(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, wetlands, 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.

Exhibit A

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(b) <sup>O F F I C I A L</sup> As of the Closing Date, Seller's <sup>O F F I C I A L</sup> representations and warranties shall be true, correct and complete in all material respects. <sup>C O P Y</sup>

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

(d) <sup>O F F I C I A L</sup> 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). <sup>O F F I C I A L</sup>

(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:

Exhibit A

NOT  
AN  
OFFICIAL  
COPY

NOT  
AN  
OFFICIAL  
COPY  
Donald Smith: (781) 875-3304

To Counsel:

NOT  
Seller's Counsel: AN  
Craig J. Rawcourt  
13 Crescent St  
Bridgford, MA 01005  
craig@rawcourtlaw.com  
207-282-6949

NOT  
Buyer's Counsel:  
David L. Arons, Attorney at Law  
25 Recreation Park Drive, Suite 204  
Hingham, MA 02043  
(781) 875-3317  
daron@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. Rawcourt POA Name: Don L. Smith  
Title: Authorized Agent for Title: Manager  
Lewiston Waterfront Development  
Date: April 20, 2018 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

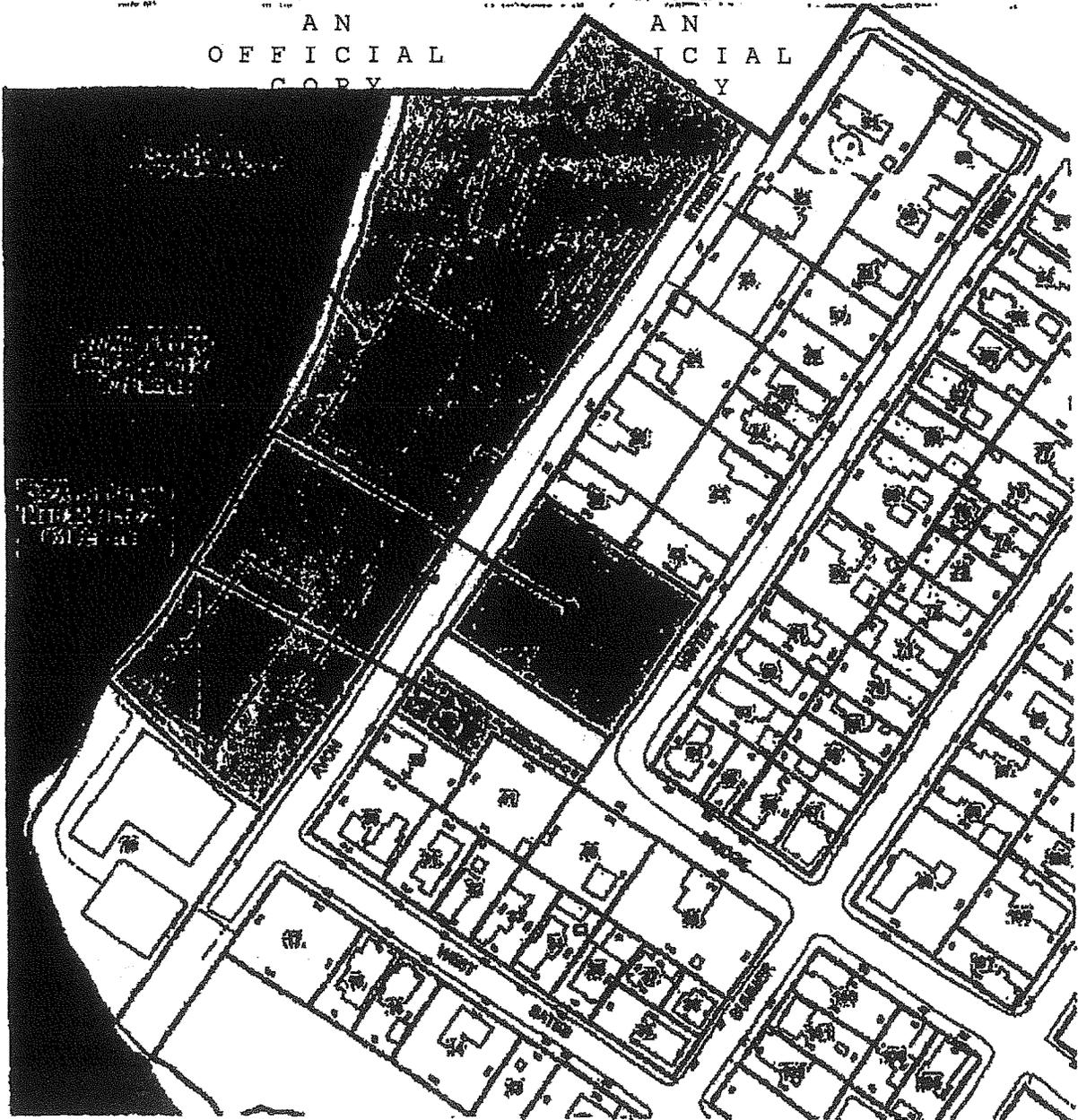
## TAX MAP

Source: City of Lewiston Tax Map 208, April 1, 2012.

Note: This is only a portion of tax map 208 with labels and shading added.

Copy of Map 208 is available electronically on request.

NOT AN OFFICIAL COPY



Poor Copy At Time Of Recording  
Will Not Reproduce Clearly



Exhibit B

N O T

N O T

2. Your <sup>A N</sup>petitioner avers that the above described streets do not have the status of accepted and located public ways. While some are shown on the Plans above referred to, they have never been accepted nor used as streets since they <sup>C O P Y</sup>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 <sup>C O P Y</sup>rights of easements in favor of certain lots shown on the aforesaid Plan.

A N

A N

<sup>C O P Y</sup>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 <sup>C O P Y</sup>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. Linn  
President

ORDER VACATING CERTAIN PROPOSED AND PLATTEN BUT UNACCEPTED STREETS

A N

A N

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 10:00 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:

A N

A N

O F F I C I A L O F F I C I A L  
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

Exhibit B

N O T  
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.

A N

A N

Dated at Lewiston, Maine, this 21st  
C O P Y

day of May, 1974.  
C O P Y

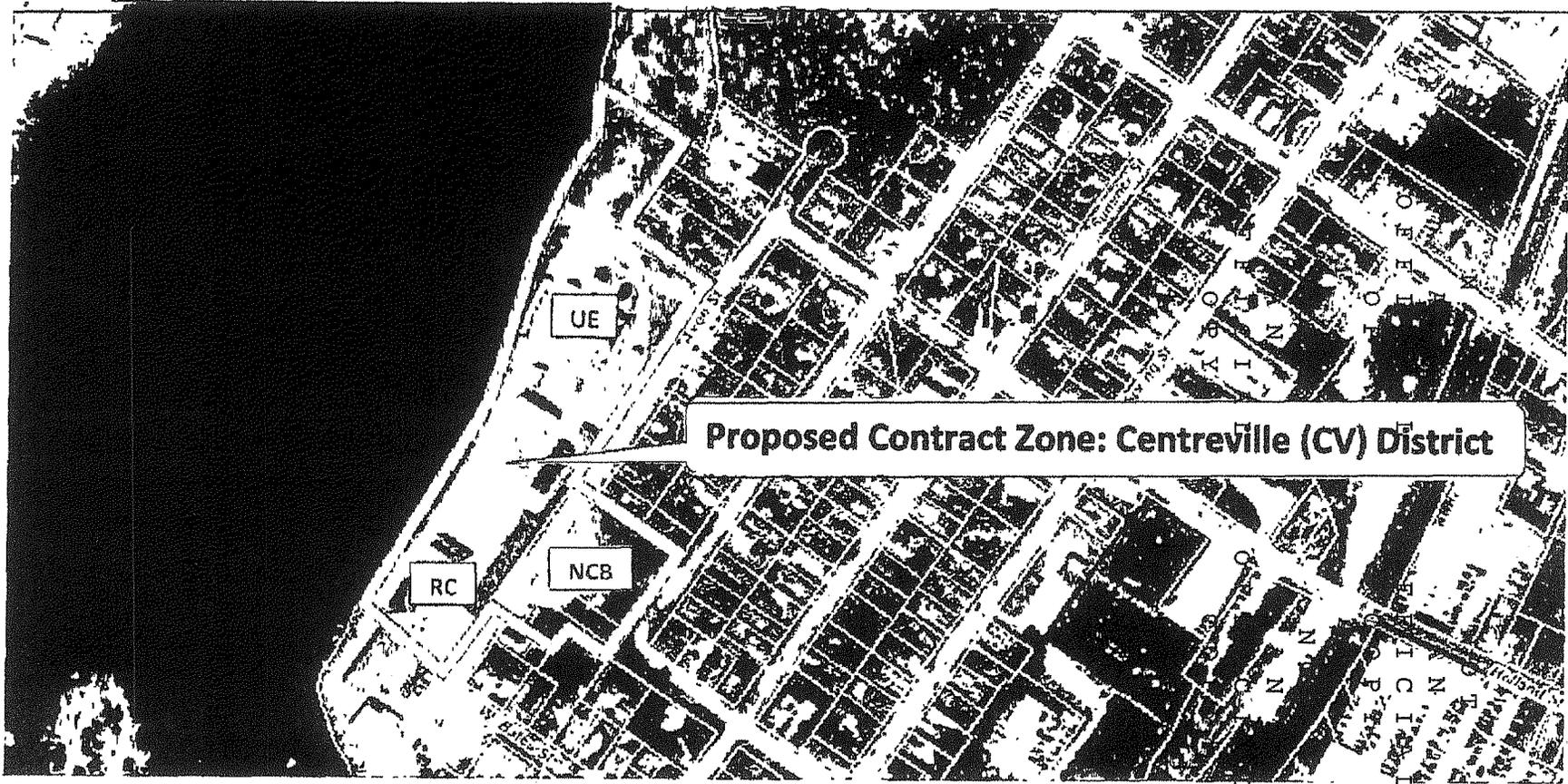
MAYOR AND BOARD OF ALDERMEN

George Fitzhugh  
Harold J. Babin  
Lillian A. Casper  
\_\_\_\_\_

Richard J. [Signature]  
Richard E. [Signature]  
John [Signature]  
George H. [Signature]

A true record, Attest:

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



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

ANDROSCOGGIN COUNTY  
*Chia N. Choudhury*  
 REGISTER OF DEEDS

**CONTRACT ZONE AGREEMENT  
BETWEEN  
THE CITY OF LEWISTON  
AND  
SAXON PARTNERS, LLC**

**AGREEMENT** made this \_\_\_\_ day of December 2019 by and between the **CITY OF LEWISTON**, a body corporate and politic, located in Androscoggin County and State of Maine (hereinafter the "**CITY**") and **Saxon Partners, LLC**, a Massachusetts limited liability company (hereinafter "**SAXON**").

**WITNESSETH**

**WHEREAS**, **SAXON** has proposed developing up to a 245-unit residential housing complex on 10, 35, and 37 Avon Street (hereinafter the "**Project**"); and

**WHEREAS**, **SAXON** has proposed the construction and operation of the **Project** on a portion of Tax Map 206 Lots 19, 27 and 28, as described in a Purchase and Sale Agreement between **SAXON** and Lewiston Waterfront Development, LLC, dated April 20, 2018, and extended on October 29, 2019; and

**WHEREAS**, the **Project** is located in the Centreville (hereinafter "**CV**") zoning district; and

**WHEREAS**, the **CITY** will benefit from the construction and operation of the **Project**; and

**WHEREAS**, the **Project** requires locating up to 245 residential units on 10 Avon Street, **SAXON** requests a modification to the existing contract zone for 10,

35, and 37 Avon Street as recorded in the Androscoggin County Registry of Deeds, Book 10157, Pages 40 – 68; and

**WHEREAS**, under the existing contract zone, the Property has a density cap of 1,180 square feet per dwelling unit and requires no more than 210 dwelling units be located on 10 Avon Street and no more than 35 dwelling units be located on 35 and 37 Avon Street, SAXON requests that the Property be allowed a density cap of 1,000 square feet and these aforementioned dwelling unit caps for 10, 35, and 37 Avon Street be lifted; and

**WHEREAS**, the CITY by and through its City Council has determined that said Space and Bulk amendments would be and are pursuant to and consistent with the CITY'S comprehensive land use plan and consistent with the existing and permitted uses in the CV zone; and

**WHEREAS**, the CITY has determined that because of the unusual nature and unique location of the proposed development it is necessary and appropriate to impose by agreement the following conditions and restrictions that relate only to the physical development or operation of the Property in order to ensure that the Space and Bulk amendments are consistent with the CITY'S comprehensive land use plan; and

**WHEREAS**, the CITY authorized the execution of this Agreement on \_\_\_\_\_ 2019; and

\* \* \*

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. *Dimensional Requirements.* The Property shall comply with the dimensional requirements currently in force in this specific CV zone, with the following exceptions:
  - a. The minimum net lot area per dwelling unit with public sewer requirement found in the existing contract zone (Space and Bulk Table, Book 10157, Page 46) shall be reduced from 1,180 square feet to 1,000 square feet; and
  - b. The dwelling caps for 10, 35, and 37 Avon Street found in the existing contract zone (Space and Bulk Table Footnote "c", Book 10157, Page 48) shall be removed.

The above stated restrictions, provisions, and conditions are an essential part of the agreement, shall run with the Property, shall bind and benefit SAXON, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the CITY, by and through its duly authorized representatives.

SAXON shall file a copy of this AGREEMENT in the Androscoggin County Registry of Deeds, along with a reference to the Book and Page locations of the deeds for the Property, within thirty days following final approval of this contract zone amendment by the CITY.

If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such determination shall not affect the validity of the remaining portions hereof.

Except as expressly modified herein, the development, use, and occupancy of the subject premises shall be governed by and comply with the provisions of the Zoning and Land Use Code of the City of Lewiston (including

the CV zoning district) and any applicable amendments thereto or replacement thereof.

In the event that SAXON or any successor fails or refuses to comply with the conditions imposed or the terms of the AGREEMENT, any use of the Property and any buildings and structures developed pursuant to the rezoning shall be abated and the property brought into compliance with all applicable provisions of the Zoning and Land Use Code of the City of Lewiston.

**WITNESS:**

**CITY OF LEWISTON**

\_\_\_\_\_

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

Edward A. Barrett  
City Administrator

STATE OF MAINE  
ANDROSCOGGIN, ss.

Date: \_\_\_\_\_, 2019

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

Before me,

\_\_\_\_\_

Notary Public/Attorney at Law

WITNESS:

SAXON PARTNERS, LLC

\_\_\_\_\_

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

Donald S. Smith  
Manager

COMMONWEALTH OF MASSACHUSETTS  
PLYMOUTH, ss.

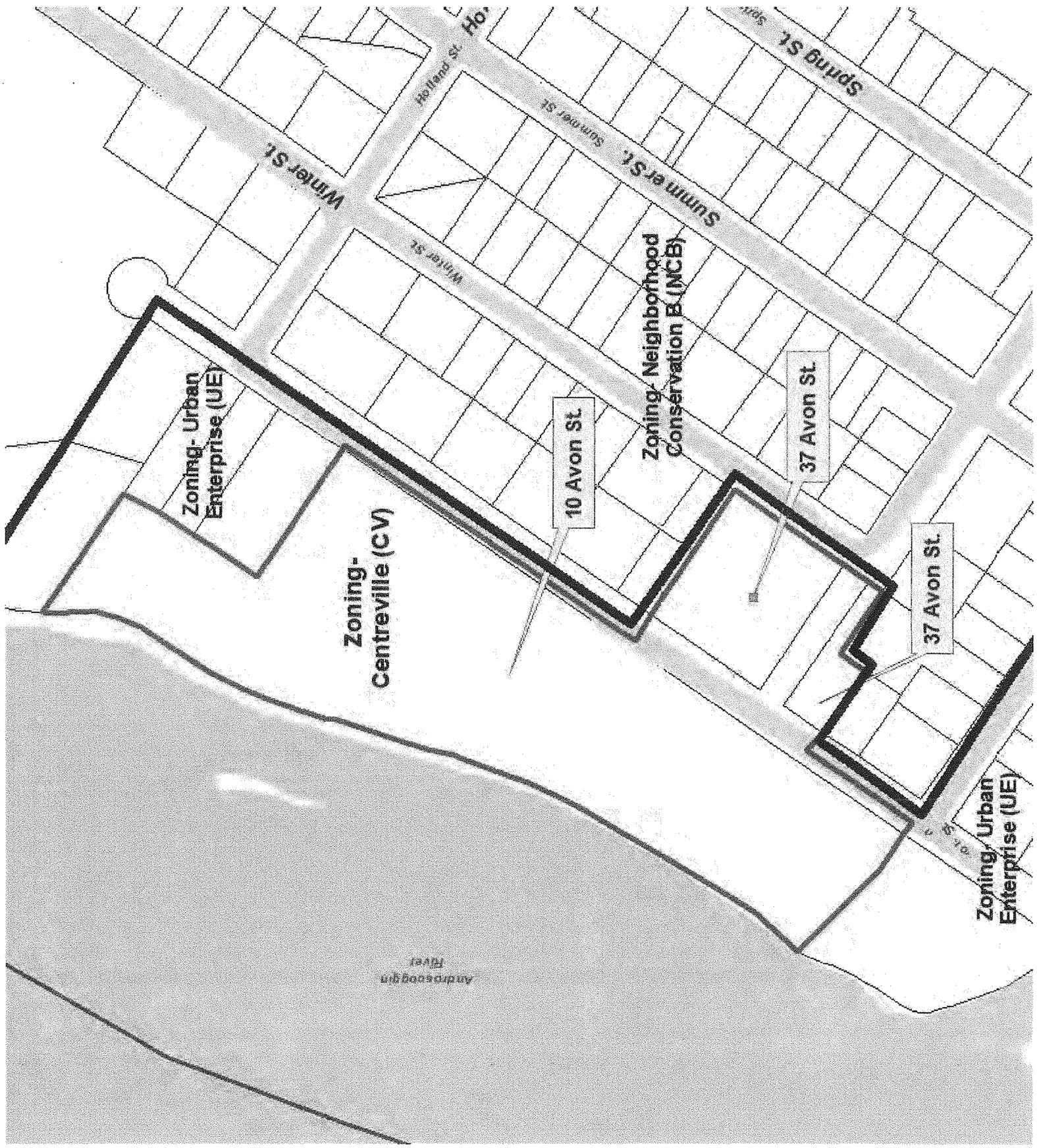
Date: \_\_\_\_\_, 2019

Personally appeared before me the above-named Donald S. Smith, in his capacity as an Owner of Saxon Partners, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Saxon Partners, LLC.

Before me,

\_\_\_\_\_

Notary Public/Attorney at Law



Zoning- Urban Enterprise (UE)

Zoning- Centreville (CV)

Zoning- Neighborhood Conservation B (NCB)

10 Avon St.

37 Avon St.

37 Avon St.

Zoning- Urban Enterprise (UE)

Andersborg River

Winter St

Winter St

Sumner St

Spring St

Holladay St

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2019

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:** Order, Approving the Establishment of the Saxon Partners – Residence at Great Falls Tax Increment Financing District and Program, and Approval of a *Designation of a Tax Increment Financing District and Credit Enhancement Agreement*

**INFORMATION:** Saxon Partners is proposing to develop a four story 245 unit residential project located on Avon Street on the former Pineland Lumber site. The units will be studios or one bedroom and be market rate, although priced to be competitive in the Lewiston area housing market. As this project was developed, it became apparent that the achievable market rates for rental properties in Lewiston would result in a project that would be difficult to finance and develop. As a result, the developer is requesting City participation in the form of a Tax Increment Financing District in order to assist the project in achieving financing. As the project developed, the City also recognized that certain infrastructure improvements were required in the project area, to include street and sidewalk improvements, and we are recommending that the size of the TIF be expanded to cover the costs of these projects, which otherwise would have to be funded through the City's General Fund.

Additional information on this project is attached, including a memorandum from Economic and Community Development Director, Linc Jeffers, and the documentation that must be submitted to the State in support of the TIF District and Financing Plan.

Representatives of the Developer will be present at the meeting to provide information and answer any questions you may have.

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

The City Administrator recommends approval of the requested action.

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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First, to open and hold a public hearing on the Proposed Saxon Partners – Residence at Great Falls Tax Increment Financing and Program; and

Second, to approve the Order, Approving the Establishment of the Saxon Partners – Residence at Great Falls Tax Increment Financing District and Program, and Approval of a *Designation of a Tax Increment Financing District and Credit Enhancement Agreement*



COUNCIL ORDER

**Order,** Approving the Establishment of the Saxon Partners – Residence at Great Falls Tax Increment Financing District and Program, and Approval of a *Designation of a Tax Increment Financing District and Credit Enhancement Agreement*

Whereas, in order receive the required statutory approval and to give legislative force to the approval of the Saxon Partners – Residence at Great Falls Tax Increment Financing District and Development Program, a public hearing must be held to solicit public comment regarding the establishment of the TIF District and Development Program at which citizens are given the opportunity to comment on whether the district and development program will contribute to removal of blight, expansion of the tax base, betterment of the health, safety and welfare of city residents; and to provide an opportunity for any claim by a party that the district or program will be detrimental to that party's property interests and for which substantial evidence of that detriment is produced; and

Whereas, If such claim is made, the City Council shall determine whether any claimed adverse impact is outweighed by the provision of blight removal, tax base expansion, and the creation of 245 units of new, high quality market rate housing, and the improvement of streets and sidewalks in the vicinity of the project as specified in the development program; and

Whereas, the required 10 day public notice for the December 17<sup>th</sup> City Council Public hearing was published in the Sun Journal on November 9, 2019; and

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

Whereas, the TIF District will be for a term of 22 Years beginning in Fiscal Year 2021 but the Development Program reimbursement of a portion of the new tax revenues generated for approved project costs will be for a term of 20 years starting when the project has been completed; and

Whereas, the TIF Program will return 63% of the new taxes generated within the district for a term of 20 years to the developer to be used to assist with financing and operational costs; and, in addition, 10% of the new taxes generated in the district during the first year of the Development Program will be used to pay municipal debt service associated with public street and

[Type text]

sidewalk improvements in and adjacent to the District. The percentage of TIF revenues for municipal debt will decline to 7% by the 10<sup>th</sup> year of the Program. All new tax revenue not returned to the developer or used for municipal debt service will be paid into Lewiston's General Fund. The proforma attached and presented estimates that, over the 20 year term of the Development Program, the developer will receive an estimated \$7,083,921 in TIF revenues; the City will use an estimated \$476,213 of TIF revenues for debt service, and the City's General Fund will receive and estimated \$3,684,186; and

Whereas, creation of the Saxon Partners TIF District and Program is estimated to result in the City receiving \$137,957 annually in Tax sheltering benefits by reducing the amount of County Taxes that the City would have paid and preserving the level of State Aid for Education and Revenue Sharing the City would have lost if the Saxon Partners project is developed without an approved TIF District or Program in place; and

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

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

The Saxon Partners – Residence at Great Falls Development District and Program is hereby approved in a form substantially similar to the attached, City staff is directed to finish the application reflecting comments received at the Public Hearing, and the City Administrator is hereby authorized to execute the *Designation of a Tax Increment Financing District and Credit Enhancement Agreement* in form and substance similar to that included in the council agenda packet and to submit the complete application and supporting documentation to DECD for approval. Furthermore, the City Administrator and/or Economic and Community Development Director are authorized to make technical revisions to each in order to facilitate DECD approval, so long as the basic structure and intent of the development program are maintained.

# Economic and Community Development

Lincoln Jeffers  
Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** **Saxon Partners TIF**  
**Date:** December 11, 2019

## **Background**

In the spring of 2018 the City was first approached by Saxon Partners to discuss their interest in developing a market rate housing project close to Central Maine Medical Center. They were seeking sites within walking/biking distance of the hospital in order to make the housing more attractive to medical center staff. For the project to work financially they were seeking a site that could accommodate at least 200 apartments. Several sites were evaluated, but Saxon quickly narrowed their focus down to 10, 35, and 37 Avon Street; the former location of Pineland Lumber, which stopped operating on the site in early 2011. The site has been vacant and deteriorating since.

As Saxon's project continued to evolve it was determined that to be economically viable they needed to build 245 units. Early in the process a neighborhood meeting was held at City Hall. Neighborhood residents expressed concerns about the project, including increased traffic, the need for better sidewalks, scale of the project, market demand for it, and threats of flooding.

Since that time several Planning Board and City Council meetings have been held to increase the number of units that can be built on the three parcels site to 245 units. The apartment complex is to be called The Residence at Great Falls. The council is slated on December 17<sup>th</sup> to have the final reading on an amendment to that contract rezoning which will result in permitting all 245 units approved for the three sites, to be concentrated on 10 Avon Street. It is the largest of the three parcels and located directly on the river.

## **Requested Public Private Partnership**

As Saxon went through the contract rezoning process and multiple public meetings some of the resident's concerns were addressed. Saxon requested that the city repave the length of Avon Street and install a sidewalk on the west side of the street. Holland Street was identified as the likely primary walking route to Central Maine Medical Center and the downtown and sidewalk improvements were requested on Holland from Avon to Spring Street. Neighborhood residents requested that West Bates Street, from Avon

to Summer Street; and Summer Street, from West Bates Street to Bridge Street be repaved and sidewalks be installed or improved on them.

The city has been seeking a site to install a secondary water main feed from Lake Auburn into Lewiston's water distribution system. Saxon offered an easement, at no cost, on the north end of 10 Avon Street that will be adequate to cross beneath the river and connect to Lewiston's distribution system in Avon Street. The width of the easement is to be mutually agreed upon. Saxon also offered to provide a 14' wide easement, also at no cost, on the west side of 10 Avon Street upon which the city could extend the riverfront greenway trail currently running north from Sunnyside Park. The trail easement on 10 Avon would be dependent upon the city securing easements north and south of 10 Avon Street in order to connect the trail beyond the boundaries of the Saxon project.

#### Tax Increment Financing

The city council has discussed and informally been supportive of utilizing Tax Increment Financing (TIF) to fund the proposed street and sidewalk improvements requested by Saxon and neighborhood residents. TIF funding would utilize a portion of the new tax revenue generated by The Residence at Great Falls to be dedicated to paying municipal debt associated with the public infrastructure improvements. An additional benefit to the city of using TIF is that the Assessed Valuation associated with money required to pay the debt service would not be included in the City's Total Municipal Valuation. The Total Municipal Valuation is a factor in determining how much County Tax the City pays, and how much State Aid for Education and State Revenue Sharing the City receives. The higher the Total Municipal Valuation, the greater the City's ability to pay. This results in some of the new tax revenue generated by a project without a TIF being used to pay higher County Taxes; and the City receiving less state aid, further eroding the amount of new taxes generated that can be paid into the General Fund. This benefit of using TIF financing is known as the Sheltering Effect.

As Saxon explored financing options for the project they had difficulty attracting equity investors to the project. The cost of development, lower rents than can be commanded in other markets, high operational costs, no comparable investment grade apartment complex in the city or region, and being an untested tertiary market significantly reduced investor interest. At this juncture in time large scale equity investors consider Lewiston a high risk, unproven market – they require a higher rate of return to invest here rather than more known and proven markets.

Faced with the project not going forward for lack of financing, following direction provided by the council, city staff worked with Saxon to negotiate the terms of a Credit Enhancement Agreement that would return a portion of the new tax revenues generated by The Residence at Great Falls, to be returned to Saxon to subsidize operational expenses or to reimburse them for debt incurred on the project.

### **Establishment of TIF District and Program**

To utilize TIF funding, State statute requires that the boundaries of a TIF District be established, and how new tax revenue generated within the district will be utilized must be articulated in a Development Program that is presented and discussed at a public hearing for which at least 10 days public notice has been provided. Notice of the public hearing on establishment of the **Saxon Partners –The Residence at Great Falls TIF District and Program** was published in the November 9<sup>th</sup> Sun Journal.

Maps are attached that show the location of the proposed 7.58 acre TIF District within the neighborhood, as well as within the context of a city wide map.

The proposed TIF District is to have a term of 22 years. However, payments under the Development Program will only occur for a period of 20 years, referenced in the legal documents as the "Credit Enhancement Period." During the first two years of the term of the District any increase in taxes will be paid into the General Fund. Once The Residence at Great Falls has been completed the Credit Enhancement Period will begin and payments from the District under the Development Program for approved project costs will occur as follows:

- 63% of the new tax revenue generated and paid within the District be reimbursed to Saxon to be used to help pay their financing and operational expenses of the project.
- The city will use TIF revenues to pay for the municipal debt associated with the street and sidewalk improvements to be made in support of the project.

All new tax revenues generated within the District that are not used to reimburse Saxon or for associated municipal debt will be paid to the City's General Fund.

Statute requires that the Original Assessed Value of the District be the value of the District as of March 31 preceding the date of establishment of the District and submitting application to the Maine Department of Economic Development (DECD). That would be the value on April 1, 2018, which was \$552,890, as certified by the Chief City Assessor.

Included in the attached DECD TIF Application, which is serving as the Development Program for the TIF District; is Exhibit E, which is an annual revenue proforma that shows the estimated taxes to be generated by the project during the Credit Enhancement Period, which will begin on July 1, 2022 and continue until June 30, 2042. The proforma is based on an estimated new Assessed Valuation in the District of \$20 million. The amount of Assessed Valuation available to fund project costs is reduced by the Original Assessed Value, resulting in what is called the "Captured Assessed Value," of \$19,447,110. The attached *Designation of a Tax Increment Financing District and Credit Enhancement Agreement*, which is part of the DECD TIF application, is the legal document that lays out the rights and responsibilities of both Saxon and the City, and

describes how TIF revenues will be used. The agreement specifies that the Project will achieve an Optimal Assessed Value of \$20 million in the first year of the Credit Enhancement Period, and that Saxon will pay taxes on that amount, but that after that first year of the Development Program the Assessed Valuation of the property may vary based on market conditions. For simplicity and lack of a crystal ball, Exhibit E holds the Assessed Value of the District at \$20 million and holds the mil rate steady at .02891 for term of the TIF District. In reality, the mil rate will likely change, and the Assessed Valuation may increase or decrease from what is shown on the proforma.

Exhibit E shows that Saxon will be reimbursed an estimated \$354,196 annually, totaling \$7,083,921 over the 20 year term of the Credit Enhancement Period. The City is estimated to pay a total of \$476,213 in municipal debt charges (\$373,750 of serial debt at 5% for 10 years.) New taxes generated by the District that are not dedicated to paying these project costs will be paid into the City's General Fund. Over the term of the TIF District the project is estimated to generate, \$3,684,186 in new revenue associated with the project, in addition to the \$319,861 in revenue that would have come in if the project was not developed.

Also in the DECD TIF application is Exhibit F which shows the estimated Tax Shift Calculations for the project. These are the Sheltering effects described earlier. If the TIF District and Development Program are approved the City will pay an estimated \$81,921 less in County Taxes over the term of the TIF, and will continue to receive an estimated \$342,350 in State Revenue Sharing; and an estimated \$2,118,202 in State Aid for Education which would be lost if the project did not receive a TIF. The total estimated Sheltering benefit of the District is \$2,542,474 over its term.

### **Requested Action**

The City Council is asked to approve the establishment of a Tax Increment Financing District and Development Program for Saxon Partners – The Residence at Great Falls, as shown in the attached maps, as briefly described in this memo, and more explicitly in the attached Saxon Partners – The Residence at Great Falls DECD TIF Application, which will serve as the Development Program for the District. If approved the application will be submitted to DECD for their review and approval authorizing the District and Development Program. The City Council is also asked to authorize the City Administrator to execute, on behalf of the City, the attached *Designation of a Tax Increment Financing District and Credit Enhancement Agreement* between the City and Saxon Partners, LLC.

### **Benefits of Proposal**

The former Pineland Lumber site has been vacant for nearly a decade. It is a decaying, blighting influence in the neighborhood. The proposed project will bring 245 units of high quality, market rate, studio and one bedroom apartments to the City. It is a property type that is lacking in the City. This project will be the first institutional investor grade apartment complex developed in the City, which if successful, will prove

the viability of the market for future investment. The Residence at Great Falls is located close to the downtown – residents will add to the commerce of the area, supporting restaurants, shops and service providers. The neighborhood will benefit from improved streets and sidewalks. The City will benefit from no cost easements for the second water main connection and for extension of the river front trail.

Staff recommends approval of the requested actions.

## **Designation of a Tax Increment Financing District and Credit Enhancement Agreement**

THIS AGREEMENT made as of this \_\_\_\_ day of December 2019 by and between **THE CITY OF LEWISTON**, a body politic and corporate situated in Androscoggin County, Maine (hereinafter sometimes referred to as “City,” which expression shall include its successors and assigns), and **SAXON PARTNERS, LLC**, a Massachusetts limited liability company with a place of business in Hingham, Massachusetts (hereinafter sometimes referred to as “SAXON,” which expression shall include its successors and assigns).

I. WHEREAS,

A. SAXON is in the business of developing, owning and operating commercial and residential real estate;

B. The City and SAXON have identified a need for rehabilitation and redevelopment of real estate located at 10, 35 and 37 Avon Street in Lewiston, Maine and its redevelopment for commercial use by SAXON as a market rate apartment complex (the “Project”);

C. Development of the Project will eliminate blight, improve the well-being of City residents and better the health, safety and welfare of City residents;

D. SAXON has requested that the City establish a Municipal Development District and provide assistance to SAXON in connection with the development of the Project by utilizing Tax Increment Financing, as permitted by Chapter 206 of Title 30-A of the Maine Revised Statutes;

E. At least 25% of the area within the proposed development district is in need of rehabilitation, redevelopment, and is suitable for commercial uses; and

F. Development of the Project will result in new job creation and expansion of Lewiston’s tax base, as well as improvement of the general economy of the State and City; and

G. The provision of assistance to SAXON through Tax Increment Financing by the City is consistent with the public purpose of the implementation of tax increment financing development programs, pursuant to 30-A M.R.S.A. § 5221.

H. By its authorization of this Agreement, the City intends to designate the SAXON Tax Increment Financing District (the “TIF District”) and the terms of this Agreement shall constitute the Development Program for the TIF District.

II. THE CITY AND SAXON AGREE AS FOLLOWS:

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

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

2. Assessed Value – the term “assessed value” on its own or as part of another defined term herein shall mean the value of real property established by the City for purposes of taxation that is apportioned and assessed equally according to the just value thereof pursuant to Article IX, Section 8 of the Constitution of the State of Maine and the provisions of Chapter 105 of Title 36 of the Maine Revised Statutes.

3. SAXON - shall mean SAXON Partners, LLC, with a mailing address of 25 Recreation Park Drive, Suite 204, Hingham, MA 02043, Attention: Thomas Greco, and its successors and assigns as permitted under this Agreement. Copies of notices required under this Agreement shall be sent to James Bass Esq., Soltan Bass LLC, P.O. Box 188, Augusta, ME 04332-0188.

4. Captured Assessed Value - For the first two years of the District, commencing July 1, 2020 and ending June 30, 2022, the Captured Assessed Value shall mean 0% of the Increased Assessed Value as certified by the Tax Assessor. For the remainder of the District, commencing July 1, 2022 and ending June 30, 2042, the Captured Assessed Value shall mean a percentage of the Increased Assessed Value, as certified by the Tax Assessor, that is utilized from year to year to finance the Project Costs as follows:

- a. For Tax Years 3 – 12 of the District (July 1, 2022 – June 30, 2032): not to exceed 73%, which shall consist of 63% to be Retained Tax Increment Revenue of the Developer plus 7% – 10% to be Retained Tax Increment to the City pursuant to the estimated debt service schedule shown in Exhibit B;
- b. For Tax Years 13 – 22 of the District (July 1, 2032 – June 30, 2042) of the District: 63% to be Retained Tax Increment Revenue of the Developer.

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

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

7. Current Assessed Value - shall have the meaning set forth in 30-A M.R.S.A. Section 5222(4), and for the purposes of this Agreement shall mean the assessed value of all real property in the District as of April 1 of each year that the Development District remains in effect.

8. City's Development Costs - shall mean the expenditures made and/or monetary obligations incurred by the City in connection with completion of the Project as set forth in Section II(B)(2) of this Agreement.

9. Credit Enhancement Period – shall mean the period beginning Tax Year 2023 (July 1, 2022) and continuing through Tax Year 2042 (June 30, 2042) during which the City will reimburse SAXON 63% of the Tax Increment Revenues paid pursuant to the terms and conditions of this Agreement.

10. Development District or District - shall mean the Municipal Tax Increment Financing District hereby established by the City Council pursuant to 30-A M.R.S.A. Section 5223, *et seq.*, for a term of twenty-two (22) years to be effective July 1, 2020 – June 30, 2042, relating to and encompassing the property at Map 206, Lots 19, 27 and 28 in Lewiston, Maine, as set forth in Exhibit A and consisting of approximately 7.58 acres.

11. Development Program - shall mean this Agreement.

12. Development Program Fund - shall mean the fund established by the City for the District pursuant to 30-A M.R.S.A. § 5227 and shall consist of (1) the Development Sinking Fund Account, if any, which shall be an account pledged to and charged with the payment of any interest and principal on any Bond, if issued, or any other costs permitted by law as the same shall fall due; (2) the Project Cost Account which shall be pledged to and charged with the payment of the Project Costs as permitted by Statute; and (3) any subaccounts of the Project Cost Account as established by the Development Program.

13. Event of Default - shall have the meaning stated in Section II(F).
14. Increased Assessed Value - shall mean the difference between the Current Assessed Value and the Original Assessed Value of the Development District for each of the Tax Years beginning in Tax Year 2021 (July 1, 2020) and concluding in Tax Year 2042 (June 30, 2042)
15. Optimal Assessed Value - shall mean a real property Current Assessed Value of Twenty Million Dollars (\$20,000,000), based on a projected assessed value as determined by the City's Assessor.
16. Original Assessed Value – shall mean the taxable assessed value of all real property in the District as of March 31 of the tax year preceding the year in which the District is designated by the City. The Original Assessed Value of the District as of March 31, 2019 is equal to \$552,890.
17. Project Costs - shall mean any costs that are eligible pursuant to 30-A M.R.S.A § 5225 and set forth in this Agreement, but in any event not to exceed the Tax Increment Revenues.
18. Property – shall mean all real property within the District.
19. Retained Tax Increment Revenues (Developer's Share) – shall mean that portion of the Tax Increment Revenues actually paid by Developer to the City that is allocated by the City to the Developer pursuant to this Agreement. The Developer's Share shall consist of 63% of the Tax Increment Revenues in each Tax Year during the term of the Credit Enhancement Period (July 1, 2022 – June 30, 2042).
20. Retained Tax Increment Revenues (City's Share) – shall mean that portion of the Tax Increment Revenues actually paid by Developer to the City that is retained by the City pursuant to this Agreement to fund the costs of the City's public projects described herein. The City's Share shall consist of varying declining percentages from 10% - 7% of the Tax Increment Revenues in each of the first ten Tax Years of the Credit Enhancement Period (July 1, 2022 – June 30, 2032) as shown on Exhibit B attached hereto, which Retained Tax Increment Revenues shall be used for the purpose of covering serial municipal debt issued to pay Development Program infrastructure improvements identified in Section II (B)(2). All other tax revenue that is not captured and retained under this Agreement shall be paid to the City's General Fund.

21. Tax Increment Revenues - shall mean those real property tax revenues attributable to Increased Assessed Value in each Tax Year of the District.

22. Tax Year - shall mean the municipal tax year which begins on July 1<sup>st</sup> after the preceding April 1<sup>st</sup> assessment date in that same calendar year, and which ends on the following June 30<sup>th</sup>. By way of illustration, Tax Year 2023 runs July 1, 2022 – June 30, 2023, and Tax Year 2042 runs July 1, 2041 – June 30, 2042.

B. City's Obligations.

1. Establishment of Development District. The City hereby establishes the TIF District as a municipal Tax Increment Financing District for a term of twenty-two (22) years to be effective July 1, 2020 – June 30, 2042, for the purpose of facilitating the terms of this Agreement.

2. Public Infrastructure. The City shall utilize the Retained Tax Increment Revenues (City's Share) for the purpose of financing the following projects:

- a. Mill and fill road pavement the length of Avon Street;
- b. install approximately 1,200 linear feet of sidewalk on the west side of Avon Street adjacent to the Property;
- c. install and or renovate approximately 750 linear feet of sidewalk on Holland Street between Avon Street and Spring Street;
- d. mill and fill road pavement on West Bates Street from Avon Street to Summer Street;
- e. mill and fill road pavement on Summer Street from West Bates Street to Bridge Street;
- f. install or rehabilitate approximately 750 linear feet of sidewalk on West Bates Street from Avon Street to Summer Street; and on Summer Street, from West Bates Street to Bridge Street.

The City hereby agrees to undertake and complete the public infrastructure projects outlined in this section and any other public improvements necessary for or related to the development of the Project prior to or concurrently with the development of the Project. The City intends to utilize the Retained Tax Increment Revenues (City's Share) for a period not to exceed twenty (20) years to

pay debt service on municipal bonds associated with the public infrastructure identified in this subsection.

3. Disbursement of funds to SAXON. Following the payment in full of all taxes due on the real property within the District, the City shall remit to SAXON an amount equal to the Retained Tax Increment Revenues (Developer's Share) . The City will disburse payments to SAXON twice annually following each property tax payment due date beginning in Tax Year 2023 (July 1, 2022) and continuing through Tax Year 2043 as described in Section II(D)(4), which obligation to disburse is subject to: (1) completion of SAXON's obligations under the this Agreement and ongoing compliance with its obligations under this Agreement and any other contractual obligations to the City that are subsequently agreed to by SAXON; and (2) designation of the Development District and approval of the Development Program and this Agreement by the City Council and Maine Department of Economic and Community Development.

C. SAXON's Obligations.

1. SAXON's Obligation to Construct. SAXON agrees to construct the Project substantially in accordance with the final Site Plan as submitted to the City and in accordance with all planning board approvals and code requirements. This Agreement does not constitute a waiver of any state, federal, or local statute, regulation or ordinance, including without limitation any zoning, land use or environmental legal requirements. SAXON's total initial investment in the Project is estimated to be Thirty Million dollars (\$30,000,000). SAXON agrees to develop a market rate apartment complex consisting of approximately 245 high quality studio and one bedroom units.

2. SAXON's Obligation to Grant Easements. SAXON agrees to provide the City, at no cost:

- i. an easement on the north end of 10 Avon Street that is necessary for the installation and maintenance of a secondary water main feed that will connect to the City's water distribution system at Avon Street, the boundaries of which shall be mutually agreed upon by the parties hereto;
- ii. a 14' wide easement on the west side of 10 Avon Street that the City may use for the extension of the riverside pedestrian trail, the

boundaries of which shall be mutually agreed upon by the parties hereto, and which shall be granted only upon confirmation by the City that it has received easements, as necessary, to all other sections of the pedestrian trail required to connect to the Project.

3. State Reporting Requirements. To the extent required by statute and regulations, SAXON shall comply with all reporting requirements relating to the District.

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

- a. SAXON, or any entity affiliated with SAXON, fails to purchase the real estate required for the Project by July 1, 2020.
- b. SAXON, or any entity affiliated with SAXON, fails to secure the financing necessary for construction of the Project by December 1, 2020.

SAXON shall have 21 days from the dates specified in the foregoing subsections to deliver such termination notices to the City.

D. Administrative Provisions.

1. Taxable Status of District Property: Tax Base Conservation Payment. The parties agree that, other than public ways, water pipes or conduits, industrial inventories or stock in trade, there is no real property located within the boundaries of the Development District which is entitled to exemption from municipal taxation by reason of the status or other qualification of its owner, or the use to which it is put. In the event that any part of such real property now or hereafter located, constructed or delivered into the Development District should be determined to be entitled to such exemption from municipal taxation, the owner of such real property shall annually be liable to City in an amount equal to the amount of tax which, but for the exemption, would be due to the City with respect to such real property (hereinafter the "Tax Base Conservation Payment"). Payment of the Tax Base Conservation Payment shall be made

on or before September 30th of each year in which it is due. A memorandum of this Agreement shall be recorded in the Androscoggin County Registry of Deeds and shall be binding upon the parties and upon all Lessees and/or successors-in-title to SAXON with respect to property located within the District, for so long as this Agreement shall remain in effect. The Agreement to make Tax Base Conservation Payments with respect to property which is subject to tax exemptions (i) shall be a covenant running with the land, made in consideration of the assistance by the City of Lewiston's Development Costs; (ii) is a voluntary contractual arrangement; and (iii) is not and shall not be construed to create a service charge pursuant to 36 M.R.S.A. Section 652(I)(L).

2. Deposits into Development Program Fund. During the term of the Development District, the City shall annually deposit into the Development Program Fund, or other fund established pursuant to 30-A MRSA § 5227, that portion of each property tax payment by SAXON or its successors or assigns constituting Tax Increment Revenues. The City shall make such deposit promptly upon receipt of Tax Increment Revenues and shall then allocate the proceeds of the Tax Increment Revenues pursuant to the terms of this Agreement as set forth in Section II(B). In addition:

- (A) Any interest earned shall inure to the benefit of the City;
- (B) The first deposit into the Development Program Fund shall be made from Tax Increment Revenues arising out of the first Tax Year of the Credit Enhancement Period and shall continue until the last such deposit shall be made from Tax Increment Revenues arising out of the final Tax Year of the Credit Enhancement Period.

3. SAXON Payment. SAXON shall pay to the City when due the taxes on the Current Assessed Value and any Supplemental Payment due under Section II(E)(1). The City shall withhold from any payment to be made by the City pursuant to this Agreement any amount of property taxes or Supplemental Payments previously assessed and then due from SAXON that remain unpaid.

4. Payments from the Development Program Fund for Project Costs. Beginning with the 2023 Tax Year (July 1, 2022) and continuing through Tax Year 2042 (June 30, 2042), within fifteen (15) days after the last payment by SAXON of taxes for the Tax Year, and provided that SAXON has made full payment of any amounts due

under Section E of this Agreement and is otherwise in compliance with all of the terms of this Agreement, the City shall pay SAXON a percentage not less than 63% of the Tax Increment Revenues for that portion of the Tax Year, as identified in Section II(B), except to the extent that the amount paid by Saxon is reduced in accordance with Section II (E) (3) below. SAXON agrees that all payments made to it will be used and applied to subsidize operational expenses or to reimburse SAXON for indebtedness incurred in development of the Project.

E. SAXON's Guaranty of Optimal Assessed Value to the City.

1. Undertaking to Guaranty and Determination of Amounts Guaranteed. In order to induce the City to enter into this Agreement, SAXON covenants that by April 1, 2022, the Optimal Assessed Value defined herein shall be achieved. To give effect to that covenant, SAXON agrees that in the event that as of April 1, 2022 the Current Assessed Value of the Property is less than the Optimal Assessed Value, SAXON promises to pay a supplemental payment to the City equal to the difference between the tax assessed upon the basis of the then Current Assessed Value and the tax revenues which would have been realized had the Optimal Assessed Value been achieved (the "Supplemental Payment"). The Parties agree that SAXON may request an extension of the date by which it is required to achieve the Optimal Assessed Value in the event that the general economic or market conditions reasonably prevent SAXON from doing so, which consent shall not be unreasonably withheld by the City. Notwithstanding SAXON's commitment to achieve the Optimal Assessed Value set forth above, SAXON shall not be required to make supplemental payments under this Section in the event that the City does not grant an extension of the date by which SAXON is required to achieve the Optimal Assessed Value and that SAXON's ability to achieve the Optimal Assessed Value by April 1, 2022 is prevented by virtue of a revaluation conducted by the City or any other reduction in the valuation of residential property within the City that is caused by economic or market conditions beyond the control of SAXON or the City. In the event that SAXON's ability to achieve the Optimal Assessed Value is prevented by such circumstances, SAXON shall only be required to pay taxes based upon the Current Assessed Value of the Property for any Tax Year in which such circumstances exist, subject to the minimum value requirements of Section II(E)(3).

2. Due Date of Payment, Etc., of Guaranteed Payments. Payments required under Section II(E)(1) shall be made on the due date(s) of the regular tax payments to the City

following the April 1 assessment date to which the guaranteed payments correspond and shall, in the event that they are not timely paid, be subject to the same rate of interest as that assessed upon late taxes.

3. Continuation of Optimal Assessed Value. Once the Project has achieved the Optimal Assessed Value, SAXON shall be relieved of the obligations under Section II(E)(1) to remit any Supplemental Payment to the City based on Optimal Assessed Value and shall thereafter be required to make payments based solely on the Current Assessed Value of the Property for each Tax Year. In the event: the City has issued general obligation bonds for the purpose of completing the improvements outlined in Section II(B)(2)(a)-(f) of this Agreement; and the Current Assessed Value of the Property for any Tax Year following SAXON's achievement of the Optimal Assessed Value is reduced below the Optimal Assessed Value as a result of SAXON's development or use of the Property and not as a result of a City revaluation; and the Retained Tax Increment Revenues (City's Share) on the Current Assessed Value are not sufficient to cover the debt service on such bonds, then the Tax Increment Revenues on the Current Assessed Value for that Tax Year shall be first applied to the Retained Tax Increment Revenues (City's Share) in an amount equal to the corresponding debt service payment for that Tax Year, and the remainder shall then be applied to the Retained Tax Increment Revenues (Developer's Share) without regard to the percentages otherwise set forth in this Agreement.

F. Default and Remedies.

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

a. Failure to Pay Taxes. Any failure by SAXON to make any payment of municipal taxes assessed upon real or personal property of SAXON's within the District within Forty-Five (45) days after the due date of such taxes;

b. Failure to Pay SAXON. Any failure by the City to pay any amounts due to SAXON or make any deposits into the Development Program Fund under this Agreement when the same shall become due and payable;

c. Maintain as Market Rate Housing. Any failure by SAXON to maintain the Project as market rate housing, including circumstances in which the project is financed in whole or in part with Low Income Housing Tax Credits or other financing sources that restrict the levels of rent that may be charged, or if the project

receives any project based Section 8 vouchers or similar mechanisms that result in other than unfettered market rate housing in the Project; provided, however, that standard marketing incentives or concessions offered to tenants shall not be considered subsidies that would constitute a default for purposes of this Section;

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

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

2. Remedies on Default. Whenever any Event of Default referred to in Section II (F)(1) hereof shall have occurred and be continuing for a period of fourteen (14) days in the case of a payment obligation, and thirty (30) days after a party's receipt from the other party of written notice per Section II(H)(3) of an Event of Default by the party, the other party may, in its discretion, (a) specifically enforce by court order the performance or observance of any obligations, agreements or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and/or (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured. SAXON agrees to pay the City's expenses, including reasonable attorneys' fees, incurred in connection with enforcing this Agreement or as a result of an Event of Default.

3. Remedies Cumulative. No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default, to insist upon the strict performance of any covenant or agreement herein set forth or to exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.

G. Indemnification.

SAXON shall indemnify, defend and hold harmless the City and its agents, servants, officers, directors, employees and affiliates from and against any loss, cost, liability, claim, damage, expense (including, without limitation, all out-of-pocket expenses, reasonable attorneys' fees, disbursements and costs), penalty or fine incurred in connection with any claim or cause of action made by a third party and arising directly from SAXON's activities under this Agreement to the extent caused by the gross negligence, misrepresentation, fraud or willful misconduct of SAXON.

H. Miscellaneous.

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

2. Integration. Except as otherwise expressly provided herein, this Agreement contains the entire agreement between the parties hereto, and no modification, amendments, change or discharge of any term or provision of this Agreement shall be valid or binding unless the same is in writing, signed by all parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against who

such waiver is asserted. The parties agree that they will not assert in any action arising under this Agreement that an amendment or waiver of this Agreement has occurred unless made in writing.

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

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

5. Effective Date and Term. This Agreement shall remain in full force from the date of execution of this Agreement and shall expire upon the termination of the District or the payment of all amounts due to SAXON, whichever is later, and the performance by the City and SAXON of their respective obligations under this Agreement, unless sooner terminated as provided in this Agreement.

6. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had

occurred. Further, nothing contained in this Agreement shall be deemed to constitute a waiver of either party's rights with respect to the assessment, collection, or abatement of property taxes related to the Property, provided that the exercise of such rights shall not impact the provisions of this Agreement related to Optimal Assessed Value.

7. Non-Assignability. Except as provided in this Section, SAXON shall not have the right to transfer or assign all or any portion of its rights in, to and under this Agreement, or the Development Program, at any time, unless the City, by its City Administrator consents to the same, which consent shall not be unreasonably withheld. The City hereby acknowledges that SAXON may assign its right, title and interest in, to and under this Agreement to a successor entity or an affiliate entity. The City further acknowledges that SAXON may pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing improvements by or on behalf of SAXON within the District, although no obligation is hereby imposed on SAXON to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all SAXON's right, title and interest in, to and under this Agreement and in, and to the payments to be made to SAXON and by SAXON hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder.

8. Successors. In the event of the dissolution, merger or consolidation of the City or SAXON, or the sale of all or a portion of the assets or equity of SAXON, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

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

intended that this Agreement shall be for the sole and exclusive benefit of the City and SAXON.

10. No Personal Liability of Officials of the City. No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation, or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

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

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

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

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

CITY OF LEWISTON

\_\_\_\_\_  
WITNESS

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

SAXON PARTNERS, LLC:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Donald S. Smith  
Its: Manager

STATE OF MAINE  
ANDROSCOGGIN, SS.

December \_\_\_\_, 2019

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

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

COMMONWEALTH OF MASSACHUSETTS  
PLYMOUTH, SS

December \_\_\_\_, 2019

Personally appeared before me the above-named Donald S. Smith, in his capacity as an Manager of SAXON PARTNERS, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said SAXON PARTNERS, LLC

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

Exhibit A  
Property Description

(See Attached)



Proposed  
**Saxon Partners – the Residence at Great Falls**  
Tax Increment Financing (TIF) District  
10, 35 & 37 Avon Street

November 2019

Exhibit B  
Annual Revenue Distribution

**Exhibit B - Annual Revenue Distribution**  
**Saxon Partners TIF District and Program**  
**Showing Nets After Saxon CEA and Program Related Municipal Debt**

YEAR	Original AV	Taxes from OAV	New Assessed Value	Total Captured Assessed Value (CAV)	Mil Rate <sup>1</sup>	Taxes	% of CAV to Saxon	TIF \$ to Saxon	COL Taxes	Debt on Public Infrastructure <sup>2</sup>	% City Project Cost Debt	CAV Attributable to Development Program	General Fund Net	GF % of taxes
1	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	56,025	10%	\$ 14,189,590	\$151,995	27%
2	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	54,158	10%	\$ 14,124,993	\$153,862	27%
3	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	52,290	9%	\$ 14,060,396	\$155,730	28%
4	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	50,423	9%	\$ 13,995,799	\$157,597	28%
5	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	48,555	9%	\$ 13,931,202	\$159,465	28%
6	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	46,688	8%	\$ 13,866,605	\$161,332	29%
7	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	44,820	8%	\$ 13,802,008	\$163,200	29%
8	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	42,953	8%	\$ 13,737,411	\$165,067	29%
9	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	41,085	7%	\$ 13,672,814	\$166,935	30%
10	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	39,218	7%	\$ 13,608,217	\$168,802	30%
11	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
12	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
13	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
14	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
15	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
16	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
17	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
18	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
19	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
20	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
		\$319,681				<b>TOTALS</b>		<b>\$7,083,921</b>	\$4,160,398	\$476,213			<b>\$3,684,186</b>	

<sup>1</sup>Mil rate flat @ .02891, and Assessed Valuation held steady @ \$20M. In likelihood, the mil rate will change over time, and the AV may as well.

<sup>2</sup> \$373,750 serial debt @ 5% for 10 years for sidewalks and repave Avon Street and portions of Holland, Summer and West Bates Streets



Saxon Partners

Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



Development Program, Attachment to City Council Order of December 17, 2011  
Table of Contents \*\*

SECTION 1- COVER LETTER AND APPLICATION COVER SHEET..... 2

SECTION 2- PURPOSE/BASIS ORIGINAL/AMENDED APPLICATION..... 3

SECTION 3- COMPANY/DEVELOPER INFORMATION..... 4

SECTION 4- EMPLOYMENT GOALS/DATA..... 5

SECTION 5- DEVELOPMENT PROGRAM..... 6

*Public Project(s)*..... 6

*Private Project(s)*..... 6

*Program Duration*..... 6

*Original Assessed Value*..... 7

SECTION 6- FINANCIAL PLAN..... 8

*Increased Assessed Value Information*..... 8

*Public Indebtedness*..... 8

*Anticipated Revenues*..... 8

*Credit Enhancement Agreement (CEA)*..... 8

*Development Program Fund and Tax Increment Revenues*..... 9

*Relocation of Person(s)/Business(es)*..... 10

*Transportation Improvements*..... 10

*Environmental Controls*..... 10

*District Operation*..... 10

SECTION 7- NOTICE AND HEARING..... 11

EXHIBIT A- STATUTORY REQUIREMENTS & THRESHOLDS..... 12

EXHIBIT B- ASSESSOR’S CERTIFICATE..... 16

EXHIBIT C- MAP OF DISTRICT LOCATION WITHIN MUNICIPALITY..... 17

EXHIBIT D- MAP OF DISTRICT BOUNDARIES..... 18

EXHIBIT E- ANNUAL REVENUE SPREADSHEET..... 19

EXHIBIT F- ANNUAL TAX SHIFT SPREADSHEET..... 20

EXHIBIT G- 10-DAY NOTICE OF PUBLIC HEARING..... 21

EXHIBIT H- MINUTES OF PUBLIC HEARING..... 22

EXHIBIT I- RECORD OF DISTRICT DESIGNATION AND DEVELOPMENT PLAN ADOPTION..... 23

EXHIBIT J- PUBLIC PROJECT COSTS..... 24

EXHIBIT K- COMPREHENSIVE DOWNTOWN REDEVELOPMENT PLAN..... 25

EXHIBIT L- TRANSIT-ORIENTED DEVELOPMENT DISTRICT MAP..... 26

EXHIBIT M- CREDIT ENHANCEMENT AGREEMENT(S)..... 27

EXHIBIT N- MUNICIPALITY TIF POLICY..... 28

\*\*see “Checklist for Municipal Tax Increment Financing (MTIF) Application” for instructions [to automatically update the Table of Contents.](#)



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Section 1- Cover Letter and Application Cover Sheet**

1. **Name of municipal tax increment financing (TIF) district and development program:** Saxon Partners - The Residence at Great Falls
2. **This is an original application. If an amendment, what amendment number?** Choose a number.
3. **Is this a Downtown designated TIF?** No.  
**If yes, provide the following information regarding the *Downtown Redevelopment Plan*:**
  - a. **Name:** Click here to enter text
  - b. **Date approved by municipal legislative body:** Click to enter a date. (Include verification of this approval with Exhibit I)

**The Downtown Redevelopment Plan must contain the components outlined in the DECD "Downtown Redevelopment Plan Criteria Checklist"**
4. **Is this development district considered a/an [check the appropriate box(es)]?**  
 Industrial     Commercial     Transit-oriented     Arts  
**If this is a transit-oriented development designation, a map is required identifying transit facilities plus areas and corridors pursuant to MRS 30-A §5222(20), (22) & (23). (Exhibit L)**
5. **Municipality name:** City of Lewiston
6. **Municipality address:** 27 Pine Street, Lewiston, ME 04240
7. **Municipality county:** Androscoggin
8. **Municipal telephone number:** 207-513-3000
9. **Municipal official's name:** Edward A. Barrett
10. **Municipal official's title:** City Administrator
11. **Municipal official's e-mail address:** ebarrett@lewistonmaine.gov
12. **If different from #9 above, contact person/consultant:** Lincoln Jeffers
13. **Municipal contact/consultant phone number:** 207-513-3014
14. **Municipality contact/consultant e-mail address:** ljeffers@lewistonmaine.gov
15. **Municipality's assessor's name:** William Healey
16. **Municipality's assessor's e-mail address:** bhealey@lewistonmaine.gov

The municipal official named below, certifies he/she has the authority to submit this Application to DECD and further certifies all the information contained in this Application, and its attachments, are true and correct to the best of his/her knowledge.

\_\_\_\_\_  
Signature

Click to enter a date  
Date

\_\_\_\_\_  
Print municipal official's name & title



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



## Section 2 - Purpose/Basis Original/Amended Application

1. **Provide a brief, “headline” sentence explaining purpose/basis of this application. To return a portion of new taxes generated by a new 245 unit market rate apartment complex being developed on a blighted commercial property in order to make the project economically viable.**
2. **If needed, provide additional information related to the purpose/basis of this application. If this is an amendment, provide a brief, concise overview of the purpose of the original application and each amendment submitted to date. [Click here to enter text.](#)**



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



## Section 3 - Company/Developer Information

### A. Business General Information

**[include whenever a company/developer is part of a TIF district proposal (regardless of whether a CEA is offered):**

1. **Business name:** Saxon Partners
2. **Business address:** 25 Recreation Park Drive, Suite 204, Hingham, MA 02043
3. **Business phone number:** 781-875-3314
4. **Business contact person:** Thomas Greco
5. **Business contact person e-mail address:** tgreco@saxon-partners.com
6. **Principal place of business:** Hingham, MA
7. **Company structure (e.g. corporation, sub-chapter S, etc.):** Limited Liability Company
8. **Place of incorporation:** Saxon Partners is a Massachusetts limited liability company
9. **Name of Officer(s):** Gary Darman, Manager; Donald Smith, Manager
10. **Name of principal owner(s) name:** Gary Darman, Donald Smith
11. **Address:** 25 Recreation Park Drive, Suite 204, Hingham, MA 02043
12. **Brief project description:** Saxon Partners plans to build 245 market rate apartments on a high profile but blighted and derelict 7.58 acre river front parcel. Saxon will provide the city with an easment through the District for the installation of a second water main feed from Lake Auburn as back up to the primary main. Saxon will also provide an easement for construction by the city of an extension to a riverfront trail. The City will provide a 63% CEA on the new value created by the project. The city will mill and pave several streets, and install or improve sidewalks on those streets in an area proximal to the TIF District at an estimated cost of \$373,750 which will be funded with municipal deb, which will also be funded with TIF revenues.
13. **Total amount of project new investment by company/developer:** \$ 30,000,000
14. **Will there be a credit enhancement agreement with this business?** Yes. If so, complete the rest of this section and Section 4.

### B. Disclosure, only in cases where a CEA is offered to the above business:

**1. Check the public purpose(s) that will be met by the business using this incentive:**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> <b>job creation</b>   | <input type="checkbox"/> <b>job retention</b>                   | <input checked="" type="checkbox"/> <b>capital investment</b> |
| <input type="checkbox"/> <b>training investment</b>   | <input checked="" type="checkbox"/> <b>tax base improvement</b> | <input type="checkbox"/> <b>public facilities improvement</b> |
| <input checked="" type="checkbox"/> <b>other (list):</b> <u>No cost easements that will allow the construction of public utilities/facilities</u> |   |   |

**2. Check the specific item(s) for which TIF revenues will be used by the business:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> <b>real estate purchase</b>   | <input type="checkbox"/> <b>machinery &amp; equipment purchase</b> | <input type="checkbox"/> <b>training costs</b> |
| <input checked="" type="checkbox"/> <b>debt reduction</b>                                      |  |  |
| <input checked="" type="checkbox"/> <b>other (list):</b> <u>offset to operational expenses</u> |  |  |



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



## Section 4 - Employment Goals/Data

Company Goals for Job Creation and Job Retention. (If a developer, check box , and skip to Section 5)

A. Job Creation Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical	2		<del>10-30k-40k</del> / 10-30-45k
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation	2		<del>10-40-50k</del> / 10-25-35k
Total			
B. Job Retention Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical			
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			

\*See [Occupational Cluster Descriptions](#) for more information.

### INSTRUCTIONS

**A. Job Creation Goals.** Please list the number, type and wage level of jobs created as a result of the economic development incentive. NOTE: For this form, “full-time” employment means 30 hours or more; “part-time” employment means less than 30 hours. “Wage level” means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, “type” means “occupational cluster” which refers to the 12 categories listed in the “Occupational Cluster Descriptions.” Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

**B. Job Retention Goals.** Please list the number, type and wage level of jobs retained as a result of the economic development incentive. Part B should be completed using same definitions in Part A.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



## Section 5 - Development Program

### Public Project(s)

1. **Will there be any public facilities, improvements, or programs financed in whole or in part by the development program?**

Yes.

If yes, as Exhibit J, include a spreadsheet containing the following information:

- a. Authorized Project/Activity as defined by Title 30-A §5225 (1-2),
- b. Cost estimate for each project/activity with sum-total,
- c. Statutory citation for each project/activity,
- d. Identification of common project costs/activities to other municipal TIF districts/program.
- e. If this is a downtown designated district, include a column identifying the page number from Downtown Redevelopment Plan that corresponds to recommendations and action items.
- f. If this is an amended application,
  - i. Include a column to report the status of each project.
  - ii. If applicable, clearly identify prior approved projects from new projects.

→ Do not include any unauthorized project costs as defined by Title 30-A §5225 (2).

→ Sort list of projects/activities, by inside district, outside district and throughout municipality.

### Private Project(s)

2. **Will there be any commercial facilities, arts districts, improvements or projects to be financed in whole or in part by the development program: Yes. If yes, provide a brief, clear description: Saxon Partners plans to develop a 245 unit market rate housing project consisting of high quality studio and one bedroom apartments to be called The Residence at Great Falls. The project will have high amenities and is targeted to underserved employees, especially Millenials seeking housing in close proximity to major medical centers and educational institutions.**

### Program Duration

3. **Duration of development district (may not exceed 30 years):**

- a. **District term: Original application: 22.**

**If an amendment, adding how many years? Choose a number totaling how many years? Choose a number.**

- b. **Start date of July 1, 2020 with fiscal year 2021.**

**[Must begin with tax year in which development district designation is effective pursuant to MRS 30-A §5226, or the subsequent tax year (MRS Title 30-A §5224 (2)(H))]**

- c. **End date of June 30, 2042 with fiscal year 2042.**



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Original Assessed Value**

4. Provide the taxable assessed value of the development district as of the March 31<sup>st</sup> of the tax year preceding the property tax year in which the district was designated by the legislative body.

		OAV of Real Property	OAV of Personal Property	As of (complete year)	Total acres	
Original district		\$552,890.00	\$0.00	3/31/19		7.58
Amendment: (If applicable, with any property added/removed)	#1	-			-	
		+		3/31/____	+	
	#2	-			-	
		+		3/31/____	+	
	#3	-			-	
		+		3/31/____	+	
	#4	-			-	
		+		3/31/____	+	
	#5	-			-	
		+		3/31/____	+	
	#6	-			-	
		+		3/31/____	+	
	#7	-			-	
		+		3/31/____	+	
	#8	-			-	
		+		3/31/____	+	
	#9	-			-	
		+		3/31/____	+	
	#10	-			-	
		+		3/31/____	+	
<b>Total</b>						

\*\*\*Municipal Assessor must certify above original assessed value(s) (Exhibit B).



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



## Section 6 - Financial Plan

### Increased Assessed Value Information

1. **Total estimated cost for the development program:** \$ \$7,457,671 (Should match "total" from Exhibit J)
2. **Municipality will capture 73% of real property only increased assessed value for each year of the district term, to apply to the development program.** The percentage of TIF revenues used for project costs will decline from 73% to 63% over the TIF Term as illustrated in Exhibit E.
3. **If #2 above's captured assessed value is less than 100%, besides the district's original assessed value, what percentage of increased assessed value will be deposited into the General Fund, or if an unorganized territory, to Education and Services fund?** 27% increasing to 37% over the term as illustrated in Exhibit E.

### Public Indebtedness

4. **Will there be public indebtedness?** Yes.
  - a. **If yes, what is the projected amount of public indebtedness to be incurred?** \$373,750
  - b. **If an amendment, have any bonds been issued to date pertaining to the approved projects of this district?**  
Choose an item. If yes, provide the status, such as years left on bond and amount of outstanding debt. Click here to enter text.

### Anticipated Revenues

5. **Describe sources of anticipated revenues for public projects (clearly and briefly stated):** Municipal bond.
6. **Describe sources of anticipated revenues for private projects (clearly and briefly stated):** Investor equity and institutional debt.

### Credit Enhancement Agreement (CEA)

7. **Describe terms and conditions of any agreements, contracts or other obligations related to the development program (e.g. CEAs). Ensure to clearly state the reimbursement percentage, along with, if applicable, any local triggers/caps.**
  - a. **Will CEAs be offered as part of this development program?** Yes.
  - b. **List name(s) of company/developer to be offered a CEA:** Saxon Partners, LLC
    - i. **Provide the CEA reimbursement percentage, term, conditions for each listed company/developer:** 63% for 20 years. TIF District term is 22 years, but reimbursements will not start until the project is complete and assessed at full value, which will occur in the third year of the TIF District term
  - c. **Is this an omnibus application?** No.  
**If an omnibus, provide clear reimbursement percentage(s) and term(s)/condition(s):** Click here to enter text.
  - d. **Does the municipality have a TIF policy?** Yes. Include a copy in Exhibit N.

If this is an amendment, and if applicable, include a copy of all executed CEAs as Exhibit M.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Development Program Fund and Tax Increment Revenues**

Read below. Authorized municipal official must initial in provided spaces, acknowledging understanding of the below information:

If a municipality/plantation has designated captured assessed value, the municipality/plantation shall:

A. Establish a development program fund that consists of the following:

1. A project cost account that is pledged to and charged with the payment of project costs that are outlined in the financial plan and are paid in a manner other than as described in subparagraph (2); and
2. In instances of municipal/plantation indebtedness, a development sinking fund account that is pledged to and charged with the payment of the interest and principal as the interest and principal fall due and the necessary charges of paying interest and principal on any notes, bonds or other evidences of indebtedness that were issued to fund or refund the cost of the development program fund;

B. Annually set aside all tax increment revenues on captured assessed values and deposit all such revenues to the appropriate development program fund account established under paragraph A in the following order of priority:

1. To the development sinking fund account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual debt service on bonds and notes issued under section 5231 and the financial plan; and
2. To the project cost account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual project costs to be paid from the account;

C. Make transfers between development program fund accounts established under paragraph A as required, provided that the transfers do not result in a balance in the development sinking fund account that is insufficient to cover the annual obligations of that account; and

D. Annually return to the municipal or plantation general fund any tax increment revenues remaining in the development sinking fund account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development sinking fund account after taking into account any transfers made under paragraph C. The municipality/plantation, at any time during the term of the district, by vote of the municipal or plantation officers, may return to the municipal/plantation general fund any tax increment revenues remaining in the project cost account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development project cost account after taking into account any transfer made under paragraph C. In either case, the corresponding amount of local valuation may not be included as part of the captured assessed value as specified by the municipality or plantation.

Initial here

At the end of the district TIF term, all taxable real and/or personal property value captured in the district will be added to the general tax rolls. Initial here



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



### Relocation of Person(s)/Business(es)

8. The site is currently vacant with no business or residential tenants. The site was formerly a lumberyard. Blighted and derelict warehouse and showroom buildings on the premises will be demolished as part of the redevelopment.

### Transportation Improvements

9. Among the primary tenant markets the project is being developed for is to house medical staff working at Central Maine Medical Center and St. Mary's Hospital. Central Maine Medical Center is located approximately .5 miles from the site. Streets and sidewalks are being improved between the project and hospital so as to encourage walking and bike riding between the two.

### Environmental Controls

10. The project will comply with all development review, zoning and shoreland zoning requirements. The project has not yet been before the Planning Board for development review approval, but if off site improvements are required as part of the application, they will be the responsibility of the developer. The Planning Board has sent a unanimous recommendation to the City Council that the District be Conditionally Rezoned to increase the density permitted on the site. The City Council has had a first reading on the proposed rezoning, and is slated to take final action on the rezoning on December 17, 2019, the same night they will take action on the Saxon Partners TIF District and Program. Past Phase I and Phase II Environmental Assessments conducted in the TIF District identified 3 USTs on the site that were removed in 1992 in accordance with environmental regulations. Asbestos and lead paint evaluations will be conducted on the structures, and mitigated accordingly prior to demolition.

### District Operation

11. **After the planned capital improvements are completed, provide a brief statement of the proposed operation of the development district pertaining to:**
  - a. **Public capital improvements:** The City of Lewiston will design, bid and oversee construction of the public improvements. The city will plow and maintain those improvements. Saxon is providing an easement on the north end of the district which will be used by the city to establish a second water main connection to the primary connection from Lake Auburn. Establishment of a secondary water main connection has been a long term goal of the City which will be realized with this project. The cost of the water main connection will not be paid from the TIF District. Lewiston's Water District is an Enterprise Fund that is funded by users, not taxpayers.
  - b. **Private capital improvements:** Saxon Partners will own, lease, maintain, and manage the 245 unit apartment complex.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



## Section 7 - Notice and Hearing

- Date of public notice (must be minimally 10 days before the public hearing):** November 9, 2019  
For Exhibit G, provide a legible copy of the newspaper page showing the public hearing , newspaper name and date of publication.
- Date of public hearing:** December 17, 2019  
For Exhibit H, provide a copy of the public hearing minutes, attested to with dated signature.
- Date municipal or plantation legislative body approved original district designation:** December 17, 2019  
**Date municipal or plantation legislative body adopted original development program:** December 17, 2019  
**If an amendment, is it to the:**
  - district. Provide date municipal or plantation legislative body approved:** Click to enter a date.
  - development program. Provide date municipal or plantation legislative body approved:** Click to enter a date.
  - district and development program. Provide date municipal or plantation legislative body approved:** Click to enter a date.For Exhibit I, provide verification of district designation and adoption of development program by municipal legislative body including vote tally.
- Is a municipal official authorized to make technical revisions to this District application/development program to facilitate the process for review and approval by DECD, as long as such revisions are not inconsistent with the basic structure and intent of the development program?** Yes. The City Council Order approving the establishment of the TIF District and Program included language authorizing the City Administrator or Director of Economic and Community Development to make technical revisions to each in order to facilitate DECD approval, so long as the basic structure and intent of the development program are maintained.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



## Exhibit A - Statutory Requirements & Thresholds

\*\*round to second decimal place

SECTION A.   Acreage Caps		
1. Total <b>municipal</b> acreage		22,283
2. Acreage of <b>proposed</b> Municipal TIF District (if amendment, proposed updated total acreage)		7.58
3. <b>Downtown-designation</b> <sup>1</sup> acres in proposed Municipal TIF district		
4. <b>Transit-Oriented Development</b> <sup>2</sup> acres in proposed Municipal TIF district		
5. <b>Total acreage</b> [=A2-A3-A4] of proposed Municipal TIF district counted toward 2% limit		7.58
6. <b>Percentage</b> [=A5÷A1] of total acreage in proposed Municipal TIF district (CANNOT EXCEED 2%)		.034%
7. <b>Total acreage</b> of all <u>existing/proposed</u> Municipal TIF districts in municipality <b>including</b> Municipal Affordable Housing Development districts: <sup>3</sup> (List <u>each</u> district name/acreage)	Existing	717.42
Wal-Mart DC - 130	Proposed	8.14
CMP Substation -1.74		
Franklin Properties 1.88		
CCI Bates St. (Housing) - 1.05		
Birch Hill (Housing) - .45		
Gendron Business Park II - 144.94		
Intown Manor (Housing) - 1.02		
The Lofts at Bates Mill (Housing) - 1.41		
Riverfront Hotel - 1.03		
Larrabee Substation - 15		
McCRory - .36		
Exit 80 Omnibus - 418.11		
Hartley Block (Housing) - .43		
Blake + Pine (Housing) - proposed - .33		
Saxon Partners - proposed - 7.58		
143 Blake St. - Sophia's House - proposed - .23		
	Total	725.56
<b>30-A § 5223(3) EXEMPTIONS<sup>4</sup></b>		
8. Acreage of an <u>existing/proposed</u> <b>Downtown</b> Municipal TIF district		0
9. Acreage of all <u>existing/proposed</u> <b>Transit-Oriented Development</b> Municipal TIF districts: (List <u>each</u> district name/acreage)		0
10. Acreage of all <u>existing/proposed</u> <b>Community Wind Power</b> Municipal TIF districts: (List <u>each</u> district name/acreage)		0

<sup>1</sup> Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

<sup>2</sup> For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

<sup>3</sup> For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B must exclude AH-TIF valuation.

<sup>4</sup> Downtown/TOD overlap nets single acreage/valuation caps exemption.



**Department of Economic and Community Development**  
**Municipal Tax Increment Financing**  
**Application**



11. Acreage in all <u>existing/proposed</u> Municipal TIF districts <b>common to</b> <sup>5</sup> Pine Tree Development Zones per 30-A § 5250-I (14)(A) <b>excluding</b> any such acreage also factored in Exemptions 8-10 above: (List <u>each</u> district name/acreage)		
12. <b>Total acreage</b> [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit		725.56
13. <b>Percentage of total acreage</b> [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)		3.26%
14. <b>Real property</b> in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area	7.58	100%
b. In need of rehabilitation, redevelopment or conservation	7.58	100%
c. Suitable for commercial or arts district uses		
<b>TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)</b>		

<sup>5</sup> PTDZ districts approved through December 31, 2008.



**Department of Economic and Community Development**  
**Municipal Tax Increment Financing**  
**Application**



SECTION B.   Valuation Cap		
1. <b>Total TAXABLE</b> municipal valuation—use most recent April 1	\$1,938,456,120	
2. <b>Taxable Original Assessed Value (OAV)</b> of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31	\$552,890	
3. <b>Taxable OAV of all existing/proposed</b> Municipal TIF districts in municipality <b>excluding</b> Municipal Affordable Housing Development districts: (List <u>each</u> district name/acreage) Wal Mart DC - \$1,333,700 CMP Substation - \$16,950 Franklin Properties - \$443,800 Gendron Business Park II - \$300,000 Riverfront Hotel - \$0 Larrabee Substation - \$474,500 McCrory -\$268,750 Exit 80 Omnibus - \$7,938,932 143 Blake St. -Sophia's House (proposed) \$0 Saxon Partners - 552,890	Existing	\$10,776,632
	Proposed	\$552,890
	Total	\$11,329,522
30-A § 5223(3) EXEMPTIONS		
4. <b>Taxable OAV</b> of an <u>existing/proposed</u> <b>Downtown</b> Municipal TIF district	0	
5. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Transit-Oriented Development</b> Municipal TIF districts (List <u>each</u> district name/acreage)	0	
6. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Community Wind Power</b> Municipal TIF districts (List <u>each</u> district name/acreage)	0	
7. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Single Taxpayer/High Valuation<sup>6</sup></b> Municipal TIF districts (List <u>each</u> district name/acreage)	0	
8. <b>Taxable OAV</b> in all <u>existing/proposed</u> Municipal TIF districts <b>common to</b> Pine Tree Development Zones per 30-A § 5250-I (14)(A) <b>excluding</b> any such OAV also factored in Exemptions 4-7 above: (List each district name/OAV)	0	
9. <b>Total taxable OAV</b> [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	\$11,329,522	
10. <b>Percentage of total taxable OAV</b> [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	.58%	

<sup>6</sup> For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



COMPLETED BY			
PRINT NAME	Lincoln Jeffers		
SIGNATURE		DATE	
If this form has <b>not be completed by the municipal or plantation assessor</b> , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME	William Healey		
SIGNATURE		DATE	



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Exhibit B - Assessor's Certificate**

# City of Lewiston

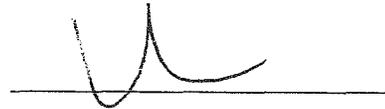
ASSESSOR'S OFFICE

William Healey – Chief Assessor  
Susan Ricker – Sr. Personal Property Appraiser    Kendall Priest – Sr. Appraiser  
Kristy Sheehan - Appraiser

The undersigned Chief Assessor of the Assessment Department for the City of Lewiston, Maine, does hereby certify that the tax map showing the boundaries and location of the proposed **Saxon Partners – Residence at Great Falls** as shown in Exhibit C, are an accurate depiction of the proposed District. The Original Assessed Value of the taxable real property in the proposed TIF District as of March 31, 2019 (Assessment date of April 1, 2018) was Five-Hundred and Fifty-Two Thousand, Eight-Hundred and Ninety dollars (\$552,890).

IN WITNESS THEREOF, this Certificate has been executed as of this 11<sup>th</sup> day of December 2019.

CITY OF LEWISTON

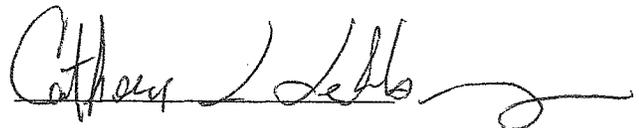


William Healey  
Chief Assessor

STATE OF MAINE

ANDROSCOGGIN, SS.

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



Notary Public/Attorney-at-Law

**CATHERINE L. LEKBERG**

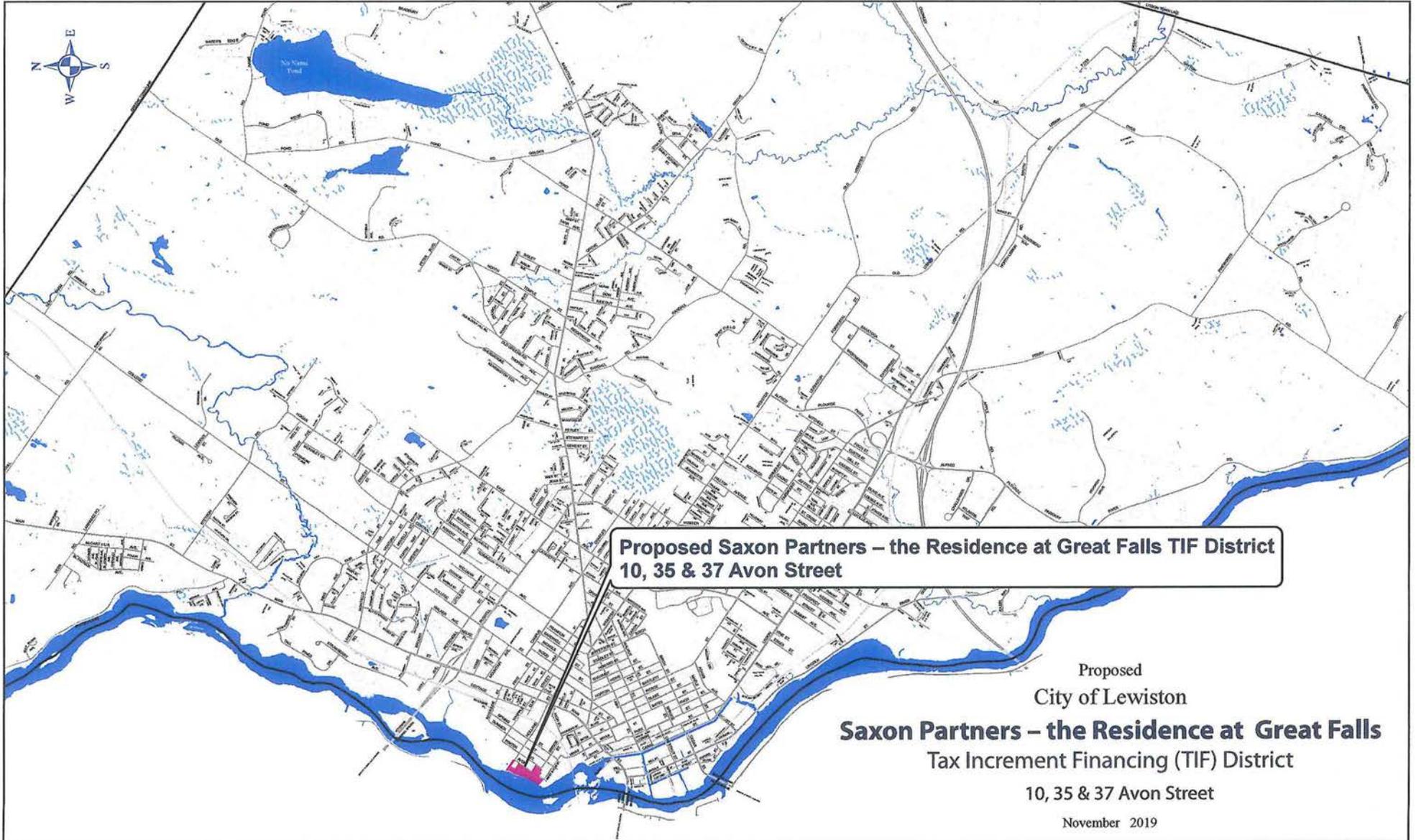
Notary Public, State of Maine  
My Commission Expires February 5, 2025



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Exhibit C - Map of District Location within Municipality**



**Proposed Saxon Partners – the Residence at Great Falls TIF District  
10, 35 & 37 Avon Street**

Proposed  
City of Lewiston  
**Saxon Partners – the Residence at Great Falls**  
Tax Increment Financing (TIF) District  
10, 35 & 37 Avon Street

November 2019



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Exhibit D - Map of District Boundaries**



Proposed

**Saxon Partners – the Residence at Great Falls**

Tax Increment Financing (TIF) District

10, 35 & 37 Avon Street

November 2019



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit E - Annual Revenue Spreadsheet**

**Exhibit E - Annual Revenue**  
**Saxon Partners TIF District and Program**  
**Showing Nets After Saxon CEA and Program Related Municipal Debt**

YEAR	Original AV	Taxes from OAV	New Assessed Value	Total Captured Assessed Value (CAV)	Mil Rate <sup>1</sup>	Taxes	% of CAV to Saxon	TIF \$ to Saxon	COL Taxes	Debt on Public Infrastructure <sup>2</sup>	% City Project Cost Debt	CAV Attributable to Development Program	General Fund Net	GF % of taxes
1	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	56,025	10%	\$ 14,189,590	\$151,995	27%
2	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	54,158	10%	\$ 14,124,993	\$153,862	27%
3	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	52,290	9%	\$ 14,060,396	\$155,730	28%
4	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	50,423	9%	\$ 13,995,799	\$157,597	28%
5	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	48,555	9%	\$ 13,931,202	\$159,465	28%
6	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	46,688	8%	\$ 13,866,605	\$161,332	29%
7	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	44,820	8%	\$ 13,802,008	\$163,200	29%
8	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	42,953	8%	\$ 13,737,411	\$165,067	29%
9	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	41,085	7%	\$ 13,672,814	\$166,935	30%
10	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	39,218	7%	\$ 13,608,217	\$168,802	30%
11	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
12	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
13	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
14	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
15	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
16	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
17	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
18	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
19	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
20	\$552,890	\$15,984	\$20,000,000	\$19,447,110	0.02891	\$562,216	63%	\$354,196	\$208,020	\$0		\$ 12,251,679	\$208,020	37%
		\$319,681				<b>TOTALS</b>		<b>\$7,083,921</b>	<b>\$4,160,398</b>	<b>\$476,213</b>			<b>\$3,684,186</b>	

<sup>1</sup>Mil rate flat @ .02891, and Assessed Valuation held steady @ \$20M. In likelihood, the mil rate will change over time, and the AV may as well.

<sup>2</sup>\$373,750 serial debt @ 5% for 10 years for sidewalks and repave Avon Street and portions of Holland, Summer and West Bates Streets



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Exhibit F - Annual Tax Shift Spreadsheet**

### Exhibit F - Tax Shifts

Year	CAV	County	Revenue Sharing	Education	Total
1	\$ 14,189,590	\$ 4,445	\$ 18,576	\$ 114,936	\$ 137,957
2	\$ 14,124,993	\$ 4,424	\$ 18,492	\$ 114,412	\$ 137,328
3	\$ 14,060,396	\$ 4,404	\$ 18,407	\$ 113,889	\$ 136,700
4	\$ 13,995,799	\$ 4,384	\$ 18,323	\$ 113,366	\$ 136,073
5	\$ 13,931,202	\$ 4,364	\$ 18,238	\$ 112,843	\$ 135,445
6	\$ 13,866,605	\$ 4,344	\$ 18,153	\$ 112,320	\$ 134,817
7	\$ 13,802,008	\$ 4,323	\$ 18,069	\$ 111,796	\$ 134,188
8	\$ 13,737,411	\$ 4,303	\$ 17,984	\$ 111,273	\$ 133,560
9	\$ 13,672,814	\$ 4,283	\$ 17,900	\$ 110,750	\$ 132,933
10	\$ 13,608,217	\$ 4,263	\$ 17,815	\$ 110,227	\$ 132,305
11	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
12	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
13	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
14	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
15	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
16	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
17	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
18	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
19	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
20	\$ 12,251,679	\$ 3,838	\$ 16,039	\$ 99,239	\$ 119,117
<b>Totals</b>		<b>\$ 81,921</b>	<b>\$ 342,350</b>	<b>\$ 2,118,202</b>	<b>\$ 2,542,474</b>

If the Saxon project was built without a TIF, the city would pay more in County Taxes, and receive less from the state in Revenue Sharing and Aid For Education.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Exhibit G - 10-Day Notice of Public Hearing**

**PUBLIC NOTICE  
CITY OF LEWISTON  
ESTABLISHMENT OF A  
TAX INCREMENT FINANCING (TIF) DISTRICT AND PROGRAM**

The Lewiston City Council will hold a public hearing to be held in the City Council Chambers, First Floor, City Building, on **Tuesday, November 19, 2019 at 7 PM** or as soon thereafter as it may be heard, regarding the establishment of the following proposed Tax Increment Financing (TIF) District and Program:

**Saxon Partners – The Residence at Great Falls**

The proposed TIF District and Development Program is being established to help offset financing and operating costs for a proposed 245 unit market rate housing project to be built on a 6.88 acre lot located at 10, 35 and 37 Avon Street. Any interested person may appear and will be given the opportunity to be heard before final action is taken.

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

To be run in the November 9, 2019 edition. Please contact Cathy Lekberg at 513-3126 if there are any questions regarding this notice.

Please bill:  
City of Lewiston  
Department of Economic and Community Development  
Att. Cathy Lekberg  
27 Pine Street  
Lewiston, ME 04240

Thank you.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit H - Minutes of Public Hearing**

*To be provided  
Post Public Hearing*



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit I - Record of District Designation and Development Plan Adoption**

*To be provided after  
Public Hearing*



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit J - Public Project Costs**

**Exhibit J  
Credit Enhancement Costs**

<i>Citation</i>	<i>Description</i>	<i>Cost</i>	<i>Common to other TIF Districts?</i>
MRSA 30-A §5225 1. A.(2)	63% reimbursement of CAV for 20 years (see Exhibit E)	\$ 7,083,921	No

**Public Project Costs**

<i>Citation</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Cost</i>	<i>Common to other TIF Districts?</i>
MRSA 30-A §5225 1. B.(1)	<b>Avon Street<sup>1</sup></b>					No
	Mill and fill	4000	Squ. Yds	\$ 4	\$ 16,000	
	Pave	350	tons	\$ 100	\$ 35,000	
	sidewalk on west side	1200	Linear Feet	\$ 80	\$ 96,000	
MRSA 30-A §5225 1. B.(1)	<b>Holland Street<sup>2</sup></b>					No
	sidewalk	750	linear feat	\$ 80	\$ 60,000	
MRSA 30-A §5225 1. B.(1)	<b>West Bates Street<sup>3</sup></b>					No
	mill and fill	1650	square yard	\$ 4	\$ 6,600	
	pave	145	tons	\$ 100	\$ 14,500	
	sidewalk	450	linear feet	\$ 80	\$ 36,000	
MRSA 30-A §5225 1. B.(1)	<b>Summer Street<sup>4</sup></b>					No
	mill and fill	850	square yard	\$ 4	\$ 3,400	
	pave	75	tons	\$ 100	\$ 7,500	
	sidewalk	300	linear feet	\$ 80	\$ 24,000	
				\$	<b>299,000</b>	<b>Street &amp; Sidewalk Construction</b>
				\$	<b>74,750</b>	<b>25% Engineering &amp; Contingency</b>
				\$	<b>373,750</b>	<b>Estimated Public Project Total</b>

<sup>1</sup> Dead end to Holland St.

<sup>2</sup> Avon St. to Spring St.

<sup>3</sup> Avon St. to Summer St.

<sup>4</sup> West Bates St. to Bridge St.

**Total Estimated Development Costs \$ 7,457,671**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit M - Credit Enhancement Agreement(s)**

*Provided in Council Packet*



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Exhibit N - Municipality TIF Policy**

# JOINT TAX INCREMENT FINANCING POLICY

The *Cities of Auburn and Lewiston Tax Increment Financing (TIF) Policy* includes the following:

- Purpose
- Eligibility Requirements
- General Guidelines
- Terms
- Performance Standards
- Applicant and Fees Information
- Annual Review
- Definitions

The Cities of Auburn and Lewiston are referred to as “the City” or “Cities” in this policy.

## PURPOSE

The four (4) primary reasons and public benefits for the Cities tax increment financing policy are, as follows:

1. To establish a collaborative and joint approach to economic development in the Cities when tax increment financing is involved;
2. To stimulate expansion of the City commercial/industrial tax base;
3. To retain and create employment; and
4. To establish standards upon which the City Councils will authorize a TIF.

## ELIGIBILITY REQUIREMENTS

Any current or potential owner of taxable property in the City may request the creation of a TIF district subject to this policy.

The establishment of a TIF district is an action by the City Council. A TIF is not a right under Maine law, and meeting these guidelines does not create a right or entitlement to any applicant.

For a TIF application to be considered by the Cities, the project must meet or exceed the following requirements:

*Types of Businesses.* The business expansion or establishment must be one (1) of the following business types:

- research facility;
- high-technology facility;
- manufacturing/assembly;
- regional distribution;
- financial services;
- telecommunication intensive;
- back office operations;
- a business which is significantly involved in the exporting of goods or services outside of Maine; or
- other similar businesses.

# JOINT TAX INCREMENT FINANCING POLICY

## *Real Property Improvements and Job Creation.*

- **Minimum Investment.** There must be real property improvements of a minimum of \$2 million or the creation of a minimum of twenty-six (26), full-time equivalent jobs which meet or exceed “livable wage”\*. Companies assisted shall provide employees access to benefits to include health insurance; vacation and sick leave; and a retirement plan.
- **Exceptional Investment.** A project may qualify as “exceptional investment” if initial total improvements are at least \$5 million or at least 100 new full-time livable wage jobs are created. It should be noted that the “minimum investment” level of \$2 million must be met. Companies assisted shall provide employees access to benefits to include health insurance; vacation and sick leave; and a retirement plan. Exceptional investment enables the Cities to consider a higher level of financial participation or provide for a longer time period for a TIF.

***Job Retention.*** There must be real property improvements of a minimum of \$2 million and the retention of the existing workforce.

## GENERAL GUIDELINES

This policy recognizes tax increment financing will be provided by a credit enhancement agreement. The applicant must provide any and all other documentation that will protect the City’s economic and financial position, and/or that confirm both the letter and spirit of the underlying agreement between the applicant and the City.

A TIF may be granted only for the additional value of eligible real property improvements, subject to limitations by the City. The City will not allow TIF’s for improvements begun before the application is filed or begun without notification of the construction, expansion, or modernization date.

If a leased facility is a TIF, the agreement may be executed by the lessor and lessee. In such cases, the lessor must demonstrate binding contracts with the lessee to guarantee job retention or creation. The TIF agreement should include the lease.

In all instances, applicants requesting tax increment financing must demonstrate:

***Economic Necessity.*** The City’s participation is economically necessary, and involvement by the City is needed in order for the project to be undertaken. Justification for economic need and the City involvement must be demonstrated by:

- A need to offset public/private infrastructure costs unique to the site;
- A need to offset economic advantages available to the corporate entity if it should build or expand outside of the Cities; or
- The unavailability of sufficient private or other public funding sources to meet the full capital investment needs of the corporate entity seeking assistance.

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\*Livable wage as defined by the Maine Economic Growth Council as adjusted annually. Please refer to the Definition Section of this policy.

# JOINT TAX INCREMENT FINANCING POLICY

*Financial Capability.* Financial capability to undertake the project must be evidenced prior to review.

*Location Considerations.* The project improves a blighted area or building in need of redevelopment or an area identified as a priority by the City such as the downtown area.

*Regulatory Compliance.* Compliance with all statutory and regulatory guidelines of the City and the State of Maine.

## TERMS

*Effective Date.* TIFs are granted, effective with the April 1<sup>st</sup> valuation date immediately preceding the date of execution of the April 1<sup>st</sup> valuation date(s) as agreed to by the City. If a modernization project includes facility replacement, the TIF value shall be the value of the new investment minus the value of the existing real property.

*Amount of Value.* The TIF is based upon capital cost for each year that the TIF is in effect. In general the amount of value the City will share with the business is directly related to the extent to which the project meets the guidelines set forth in this policy.

- **Minimum Investment.** A maximum tax benefit of up to 40% is available for projects with real property improvements of a minimum of \$2,000,000. The determination of municipal participation will be based upon the amount of business investment, type of business, number and quality of jobs retained/created and other considerations outlined in this policy.
- **Exceptional Investment.** A tax benefit exceeding 40% may be available based upon real property improvements which meet the exception level of investment.

### *Time Period.*

- **Minimum Investment.** The TIF time period ranges from five, but not to exceed fifteen years. The length of the time period for a TIF will be based upon the amount of business investment, type of business, number and quality of jobs retained/created and other considerations outlined in this policy.
- **Exceptional Investment.** The TIF time period may extend beyond fifteen years for projects which meet the exception level of investment.

## PERFORMANCE STANDARDS

It is the policy of the City that a TIF is a business partnership and that the recipient of the TIF must meet the standards that led to the City approving the TIF. Any company or business that is granted a TIF, or its tenants if they are part of the incentive program, must meet the following standards:

*Capital Improvements.* Within one (1) year of the TIF agreement being signed, a minimum of 40% of the capital funds for the designated project must be spent.

## JOINT TAX INCREMENT FINANCING POLICY

Within two (2) years of the TIF agreement being signed, a minimum of 80% of the capital funds for the designated project must be spent.

Within three (3) years of the TIF agreement being signed, 100% of the capital funds for the designated project must be spent.

*Employment Retention/Creation.* Within two (2) years of the TIF agreement being signed, when new jobs are designed as part of the TIF agreement, a minimum of 50% of the new jobs must be filled.

Within three (3) years of the TIF agreement being signed, when new jobs are designated as part of the TIF agreement, a minimum of 100% of the new jobs must be filled.

If the project involves job retention, then at least 95% of the jobs must remain filled for a minimum of three (3) years.

The City Administrator's/Manager's office will determine, in cooperation with the TIF recipient prior to the execution of the TIF, the methodology of reporting job retention/creation.

*Penalty.* If any of the above standards are not met, the TIF benefits may be voided.

*Use of Local Contractors.* Any business that is granted a TIF will agree to use local contractors where possible.

### APPLICATION AND FEES

*Application Information and Contact.* The City's Administrator's/Manager's office will act as a clearinghouse and coordinate all activity regarding tax increment financing proposals. Working with potential applications, the office will:

- Maintain a tax increment financing application;
- Provide information on tax increment financing;
- Discuss project proposals and accept preliminary application from the applicant;
- Review preliminary application based upon City TIF Policy with the City Administrator/Manager;
- Advise the applicant on findings of City Staff and preliminary result of City Council review;
- Schedule a City Council meeting for action on a TIF application and provide assistance to the City Administrator/Manager in the formulation of a recommendation to the City Council;

## JOINT TAX INCREMENT FINANCING POLICY

- Submit application to the State Department of Economic and Community Development (DECD) based on the direction of the City Council; and
- Monitor on-going public and private investment in the development project.

*Administration Fees.* If tax increment financing is approved, an annual administrative fee equal to 1% of the incremental taxes reallocated back to the project may be charged.

*Extraordinary Expenses.* In addition, any extraordinary out-of-pocket expenses incurred by the City in connection with the tax increment financing proposal will be reimbursed by the applicant whether or not tax increment financing is approved.

### PERIODIC REVIEW

This policy shall be reviewed periodically by the Auburn and Lewiston City Councils and revised as necessary.

### DEFINITIONS

*Livable Wage.* The reference to livable wage shall be defined by the Maine Economic Growth Council.

*Full-Time Equivalent Job.* Combining jobs to equal full-time (approximately 40-hours per week) employment.

### EXCEPTIONS FROM TIF POLICY

Exceptions to the TIF Policy may be granted in accordance with the Joint Economic Development Protocol.

Adopted by the City Council on March 2, 1999.

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2019

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:** Order, Approving the Establishment of the 143 Blake Street – Sophia’s House Tax Increment Financing District and Program and the *Agreement for Development Assistance, Establishment of a TIF District and Tax Increment Financing* between the City of Lewiston and 143 Blake Street LLC

**INFORMATION:**

The Center of Wisdom’s Women (CWW) has been working for several years to develop Sophia’s House, a supportive housing service for women survivors of prostitution, trafficking, prison, and addiction. Sophia’s House will offer a mix of affordable rental units within a cohousing structure. CWW’s social enterprise program, Herban Works, which provides job training support to women in need, will also operate in Sophia’ House. Sophia’s House will be located in a former convent, which has been vacant and deteriorating for 17 years. Redevelopment of 143 Blake Street cost \$1.6 million with funds coming from a \$500,000 grant from the Federal Home Loan Bank, \$150,000 in Lewiston’s CDBG funds, the sale of Historic Tax Credits, and significant private fundraising.

In order to be eligible for Historic Tax Credits, 143 Blake Street must be owned by a taxable entity. Sophia’s House has approached the City and requested a TIF that would assist the operation in becoming established in its early years. This TIF would start at 100% in year 1 and reduce to 75% in year 5. At that point, the project’s ownership will transfer to a non-profit not subject to taxes. Sophia’s House, however, recognizes the municipal services it will benefit from and has proposed providing a 25% Payment in Lieu of Taxes from that point forward, subject to periodic discussions with the City about the level of this payment and potential adjustment based on the success of Herban Works.

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

The City Administrator recommends approval of the requested action.

*EA/B/kmm*

**REQUESTED ACTION:**

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First, to open and hold a public hearing on the Proposed Sophia’s House Tax Increment Financing and Program; and

Second, to approve the Order, Approving the Establishment of the 143 Blake Street – Sophia’s House Tax Increment Financing District and Program and the *Agreement for Development Assistance, Establishment of a TIF District and Tax Increment Financing*



COUNCIL ORDER

**Order,** Approving the Establishment of the 143 Blake Street – Sophia’s House Tax Increment Financing District and Program and the *Agreement for Development Assistance, Establishment of a TIF District and Tax Increment Financing* between the City of Lewiston and 143 Blake Street LLC

Whereas, in order receive the required statutory approval and to give legislative force to the approval of the 143 Blake Street – Sophia’s House Tax Increment Financing District and Development Program, a public hearing must be held to solicit public comment regarding the establishment of the TIF District and Development Program, at which time citizens are given the opportunity to comment on whether the district and development program will contribute to removal of blight, expansion of the tax base, betterment of the health, safety and welfare of city residents, and to provide an opportunity for any claim by a party that the district or program will be detrimental to that party’s property interests and for which substantial evidence of that detriment is produced; and

Whereas, if such claim is made, the City Council shall determine whether any claimed adverse impact is outweighed by the provision of blight removal, tax base expansion, and the creation of 11 units of housing, 6 of which will be for women recovering from prostitution, trafficking, prison, and/or addiction as well as the creation of space in which Herban Works, a social enterprise program which will provide job training support to women in need; and

Whereas, the required 10 day public notice for the December 17<sup>th</sup> City Council Public hearing was published in the Sun Journal on December 6, 2019; and

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

Whereas, the TIF District and Program will be for a term of 5 Years beginning in Fiscal Year 2021; and

Whereas, the TIF Program will return in Years 1 and 2 of the Program 100% of the new taxes generated; 90% in Year 3; 80% in Year 4; and 75% in Year 5 to 143 Blake Street, LLC. All new tax revenues generated that are not returned to the developer as project costs will be paid to Lewiston’s City’s General Fund. The proforma attached and presented estimates that, over the 5 year term of

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the Development Program, 143 Blake Street, LLC will receive an estimated \$23,058 in TIF revenues and the City's General Fund will receive an estimated \$2,862; and

Whereas, the non-profit Center for Wisdom's Women is a participant in the creation and operation of Sophia's House and Herban Works; and

Whereas, the Center for Wisdom's Women, in recognition of the value and cost of municipal services provided by the City, has agreed to pay a 25% Payment-in-Lieu of Taxes (PILOT) based on the Assessed Valuation of 143 Blake Street beginning in the year following the expiration of the TIF District; and

Whereas, the Center for Wisdom's Women has agreed to meet with the City, beginning on or about May 1, 2030 and continuing on or about May 1 every 5 years thereafter, to review the appropriateness of any adjustment to the PILOT payment; and

Whereas, creation of the 143 Blake Street TIF District and Program is estimated to result, over the term of the Program, in the City receiving a total of \$8,917 in Tax Sheltering benefits by reducing the amount of County Taxes that the City would have otherwise paid and preserving the level of State Aid for Education and Revenue Sharing the City would have lost if the 143 Blake Street – Sophia's House project is developed without an approved TIF District or Program in place; and

Whereas, a draft of the Maine Department of Economic and Community Development (DECD) Tax Increment Financing Application is attached and was included in the Council Agenda Packet which was available to the public four days before the Public Hearing, which application more thoroughly details the TIF District and Program and included all of the required attachments, but for those that can only be created after the Public Hearing;

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

The 143 Blake Street – Sophia's House Development District and Program is hereby approved in a form substantially similar to the attached; City staff is directed to finish the application reflecting comments received at the Public Hearing; and the City Administrator is hereby authorized to execute the *Designation of a Tax Increment Financing District and Credit Enhancement Agreement* in form and substance similar to that included in the council agenda packet and to submit the complete application and supporting documentation to DECD for approval. Furthermore, the City Administrator and/or Economic and Community Development Director are authorized to make technical revisions to each in order to facilitate DECD approval, so long as the basic structure and intent of the development program are maintained.

# Economic and Community Development

Lincoln Jeffers

Director

Lewiston



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**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** 143 Blake Street -Sophia's House TIF  
**Date:** December 9, 2019

## Background

The Center of Wisdom's Women (CWW) has been working for several years to develop Sophia's House, a supportive housing service for women survivors of prostitution, trafficking, prison, and addiction. Sophia's House will offer a mix of affordable rental units within a co-housing structure. CWW's social enterprise program, Herban Works, which provides job training support to women in need, will also operate in Sophia's House.

In 2018, Sisters of Charity Health Systems donated 143 Blake Street to CWW. The property includes a 10,000 s.f. historic building on a .23 acre parcel. The building originally served as a convent, but has been vacant and deteriorating for more than 17 years. Sophia's House will provide residential units in a mix of single room occupancy and small apartments fixed in a co-housing model with shared community space. The first floor will contain significant community space, including a kitchen that will be used both for meal preparation and by Herban Works. The second floor will accommodate 5 permanent residents in modest apartments, each of which will have a bedroom, private bath and kitchen, with access to the shared community space. The third floor will act as a shared residence with six private bedrooms for women in the recovery & transitional program with access to shared living and dining area as well as 2-baths and laundry. Based on the women who will be residing in these units, the rents are set at the fair market amounts published by HUD. Subsidized units will be supported by Section 8 vouchers and private investor support.

Redevelopment of 143 Blake Street cost \$1.6 million with funds coming from a \$500,000 grant from the Federal Home Loan Bank, \$150,000 in Lewiston's CDBG funds, the sale of Historic Tax Credits, and significant private fundraising.

The project is complete. The ribbon cutting is slated for December 13<sup>th</sup> at noon.

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### **Requested Support**

In order to be eligible for Historic Tax Credits, 143 Blake Street must be owned by a taxable entity. In response, 143 Blake Street, LLC has been created as the ownership entity that will allow the investor to utilize the tax credits. The Federal tax credit investor will own 98% of the LLC, while affiliates of CWW will own the other 2%. One of those affiliates will utilize the Maine Historic Tax Credit; the other 1% will be owned by the managing member of the LLC, which results in managerial control of the property residing with CWW.

CWW is a small nonprofit with an annual budget of \$111,000 and a staff of two. Developing and running Sophia's House is an enormous undertaking for CWW. They have requested Tax Increment Financing (TIF) support from the city in order to minimize financial risk during the early year of Sophia's House when the initiative will be its most vulnerable financially and when it must be owned by a private, taxable entity. However, CWW recognizes that municipalities are dependent on tax base and revenues to meet their obligations, hence their willingness to make a Payment-in-Lieu-of-Taxes (PILOT) once Sophia's House is up, running, and owned by CWW rather than the tax credit investor. Absent such PILOOT, the property would become tax exempt once the private ownership ends. The PILOT in year 6 and thereafter, following expiration of the TIF term, will be 25% of the taxes due on the Assessed Valuation of the property. On or about May 1, 2030, and on or about May 1 every 5 years there after, the City and CWW will meet to discuss whether the PILOT should be adjusted based on the economic health of the Sophia's House and Herban Works.

The City Council is being asked to establish the **143 Blake Street Sophia's House Tax Increment Financing District and Development Program**. Maps are attached that show the location of the .23 acre proposed TIF District within the neighborhood, as well as within the city as a whole. The level of support requested is as follows:

- Year 1 - 100% reimbursement of new taxes generated
- Year 2 - 100% reimbursement of new taxes generated
- Year 3 - 90% reimbursement of new taxes generated
- Year 4 - 80% reimbursement of new taxes generated
- Year 5 - 75% reimbursement of new taxes generated

The portion of new taxes generated that are not reimbursed to 143 Blake Street, LLC will be paid into the City's General Fund.

The taxable Original Assessed Value of the district on April 1, 2018 is \$0. The property has not been taxed since the building was constructed in 1904.

A proforma is attached that shows the estimated taxes to be generated by the project during the 5 year TIF District, which will begin in Tax Year 2021, which will use the

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Assessed Value of the property on April 1, 2020, with the first tax bill due in September 2020. The proforma is based on a post construction Assessed Valuation of \$180,000, as estimated by the Chief City Assessor; and a mill rate of .02891 for all five years. Over the 5 year term of the TIF, the TIF District will return an estimated \$23,158 in taxes to 143 Blake Street, LLC. The city will generate an estimated \$2,862 in General Fund Taxes over the term of the TIF.

The difference between the Original Assessed Value of a District and the Assessed Value associated with the amount of tax reimbursement going back to the developer as a Credit Enhancement Agreement is known as the Captured Assessed Value. Creating TIF Districts and Programs allows the community in which the District is located to not include the Captured Assessed Value associated with the District in the Total Assessed Valuation of the Community. The Total Assessed Valuation is used to determine how much the community pays in County Taxes and how much it receives in State Revenue Sharing and State Aid for Education. The higher a community's Total Assessed Valuation, the greater its ability to pay for services and, hence, the more it pays in County Taxes and the less it receives from the state in revenue sharing and education aid. Not including the Capture Assessed Valuation in the Total Assessed Valuation allows a community to maintain the level of County taxes paid and the level of state aid received. This is known as the TIF Sheltering Effect. Attached is a proforma that show the Sheltering Effect of the proposed TIF District – combined it totals \$8,917 in financial benefit to the City over the term of the District.

### **Requested Action**

The City Council is asked to approve the establishment of a Tax Increment Financing District and Program for 143 Blake Street – Sophia's House, as shown in the attached maps, and as the Program is described briefly in this memo and more specifically in the attached 143 Blake Street – Sophia's House TIF Application, which will be submitted to the Maine Department of Economic Development if approved by the City Council. The Council is also asked to authorize the City Administrator to execute, on behalf of the City, the attached *Agreement for Development Assistance, Establishment of a TIF District and Tax Increment Financing* between the City and 143 Blake Street LLC.

Staff recommends approval of the requested actions.

## **Agreement for Development Assistance, Establishment of a TIF District and Tax Increment Financing**

THIS AGREEMENT made as of this \_\_\_\_ day of December 2019 by and between **THE CITY OF LEWISTON**, a body politic and corporate situated in Androscoggin County, Maine (hereinafter sometimes referred to as “CITY,” which expression shall include its successors and assigns), and **143 BLAKE STREET LLC**, a Maine limited liability company with a place of business in Lewiston, Maine (hereinafter sometimes referred to as “BLAKE STREET,” which expression shall include its successors-in-title and assigns, including any subsequent non-profit owner of the Property).

I. WHEREAS,

A. BLAKE STREET is developing real estate in Lewiston Maine identified as Sophia’s House (the “Project”), which is located at 143 Blake Street and operated by the Center for Wisdom’s Women (the “Center”);

B. The CITY and BLAKE STREET have identified a need for rehabilitation and redevelopment of a district consisting of the Project, and its use as a facility by the Center;

C. Development of the Project will eliminate blight and improve the well-being of CITY residents and better the health, safety and welfare of CITY residents;

D. BLAKE STREET has requested the CITY’s assistance in connection with the development of the Project to establish a Municipal Development District and provide assistance with operating costs utilizing Tax Increment Financing, as permitted by 30-A M.R.S.A. § 5223;

E. At least 25% of the area within the proposed development district is in need of rehabilitation, redevelopment, and is suitable for commercial uses and use as the Center;

F. Development of the Project will result in new job creation and expansion of Lewiston’s tax base; and

G. The provision of such assistance by the CITY has been determined to be consistent with the Development Program, pursuant to authority granted by 30-A M.R.S.A. § 5224 *et. seq.* Without limitation, this includes helping to offset, in part, financing costs and the administrative costs of implementing the Development Program.

II. For good and valuable consideration, the sufficiency of which the parties agree, the CITY and BLAKE STREET agree as follows:

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

1. Agreement - shall mean this Agreement for Development Assistance and Tax Increment Financing between the CITY and BLAKE STREET.

2. BLAKE STREET. BLAKE STREET shall mean 143 Blake Street LLC, a Maine limited liability company with a mailing address of C/o Center for Wisdom's Women, P.O. Box 1016, Lewiston, Maine 04240 Attention: Executive Director. Copies of notices required under this Agreement shall be sent to John S. Kaminski, Esq., Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, ME 04101-2480. Any references in this Agreement to BLAKE STREET are to the owner of the Property, as defined below, and the obligations under this Agreement are those of the current owner of the Property at the time of the obligation.

3. Captured Assessed Value - shall mean the entire Increased Assessed Value, as certified by the Tax Assessor. A portion of the Tax Increment Revenues from the Captured Assessed Value shall be allocated to fund Project Costs as follows:

a. BLAKE STREET shall be paid Project Costs, equal to 100% in each of Tax Years 1 and 2, 90% in Tax Year 3, 80% in Tax Year 4, and 75% in Tax Year 5 of the Tax Increment Revenues as a credit enhancement payment, from the Development Program Fund. This payment shall be used by BLAKE STREET to help offset, in part, financing costs and administrative costs of implementing the Development Program.

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

5. CITY Council – shall mean the legislative body of the CITY.

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

7. Current Assessed Value - shall have the meaning set forth in 30-A M.R.S.A. Section 5222(4), and for the purposes of this Agreement shall mean the assessed value of all real property in the District as of April 1, 2019 and continuing up to April 1, 2124.

8. Development District - shall mean the Municipal Development District to be established by resolution of the CITY Council and pursuant to 30-A M.R.S.A. Section 5223, *et seq.*, relating to and encompassing the property at 143 Blake Street, Map 195, Lot 558 in Lewiston, Maine as set forth in Exhibit A and consisting of approximately .23 acres (the "Property").

9. Development Program - shall mean the Development Program adopted by the CITY Council for the District pursuant to Title 30-A, Section 5224, *et seq.*

10. Development Program Fund - shall mean the fund established by the CITY for the District pursuant to 30-A M.R.S.A. § 5227 and shall consist of the Project Cost Account, which shall be pledged to and charged with the payment of the Project Costs as permitted by statute.

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

12. Increased Assessed Value - shall mean the difference between the Current Assessed Value and the Original Assessed Value of the Development District for each of the 5 Tax Years beginning in Tax Year 2021 and concluding in Tax Year 2025.

13. Project Costs - shall mean any costs that are eligible for reimbursement pursuant to 30-A M.R.S.A § 5225 *et seq.* or in regulations promulgated thereunder and set forth in the Development Program but in any event not to exceed the Tax Increment Revenues under this Agreement.

14. Property – shall have the meaning stated in Section II(A)(8).

15. Tax Increment Revenues - shall mean those real property tax revenues attributable to Increased Assessed Value in each Tax Year, during the five (5) year period beginning in Tax Year 2021 and continuing through Tax Year 2025.

16. Tax Year - shall mean the municipal tax year which begins on July 1<sup>st</sup> after the preceding April 1<sup>st</sup> assessment date in that same calendar year, and which ends on the following June 30<sup>th</sup>. By way of illustration, Tax Year 2021 begins on July 1, 2020 and has an assessment date of April 1, 2020.

B. CITY's Obligations.

1. Establishment of Development District. The CITY will establish the Development District as a Tax Increment Financing District, for the purpose of facilitating the provision of the financial assistance contemplated hereunder.

2. Disbursement of funds to BLAKE STREET. The CITY will disburse the Project Costs to BLAKE STREET twice in each Tax Year in equal disbursements beginning in Tax Year 2021 and continuing through Tax Year 2025 as described in Section II(D)(4), which obligation to disburse is subject to: (1) performance of BLAKE STREET's obligations then due under this Agreement; and (2) designation of the Development District and approval of the Development Program and this Agreement by the CITY Council and Maine Department of Economic and Community Development.

C. BLAKE STREET's Obligations.

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

D. Administrative Provisions.

1. Taxable Status of District Property: Tax Base Conservation Payment.

The parties agree that, other than public ways, water pipes or conduits, industrial inventories or stock in trade, at the present time, there is no real property located within the boundaries of the Development District which is entitled to exemption from municipal taxation by reason of the status or other qualification of its owner, or the use to which it is put, and that in the event that any part of such real property now or hereafter located, constructed or delivered into the Development District should be determined to be entitled to exemption from municipal taxation as a result of its ownership by a Nonprofit Successor, the owner of such real property shall annually be liable to the CITY in an amount equal to twenty-five percent (25%) of the amount of real property tax which, but for the exemption, would be due to the CITY with respect to such real property (hereinafter the "Tax Base Conservation Payment"). Payment of the Tax Base Conservation Payment shall be made on or before September 30th of each year in which it is due. BLAKE STREET, and/or its successors-in-title, shall promptly pay the Tax Base Conservation Payment. This Agreement may be recorded by the City in the Androscoggin

County Registry of Deeds and shall be binding upon the parties and upon all successors-in-title to BLAKE STREET with respect to property located within the District, for so long as this Agreement shall remain in effect. The agreement to make Tax Base Conservation Payments under this Agreement (i) shall be a covenant running with the land, made in consideration of the assistance by the CITY in connection with the development of the Project and the services provided by the CITY to the Property; (ii) is a voluntary contractual arrangement; and (iii) is not and shall not be construed to create a service charge pursuant to 36 M.R.S.A. Section 652(1)(L).

2. Meeting. On or about May 1, 2030, and on or about May 1 of every five Tax Years thereafter, the CITY agrees to meet with any successor-in-title of BLAKE STREET that is an organization within the meaning of 36 M.R.S.A. §652 (hereinafter the “Nonprofit Successor”) to determine whether the Tax Base Conservation Payment amount should be adjusted based upon the financial results, operations and projections of the Nonprofit Successor. The Nonprofit Successor shall furnish to the CITY the financial information the CITY reasonably requests to permit the CITY to review the appropriateness of any adjustment of the Tax Base Conservation Payment Amount.

3. Deposits into Development Program Fund. The term of the Development District end at the expiration of Tax Year 2025. During the term of the Development District, the CITY shall deposit into the Development Program Fund, or other fund established pursuant to 30-A MRSA § 5227, that portion of each property tax payment by BLAKE STREET or its successors or assigns during the term of this Agreement constituting Tax Increment Revenues from within the Development District. The CITY shall make such deposit promptly upon receipt of Tax Increment Revenues. In addition:

(A) Any interest earned upon the Project Cost Account shall inure to the benefit of the CITY;

(B) The first payment into the Development Program Fund shall be made from revenues arising out of the Tax Year 2021 municipal tax bill and shall continue until the last such deposit shall be made from revenues arising out of the Tax Year 2025, municipal tax bill.

4. Payments from the Development Program Fund for Project Costs. Beginning with the Tax Year 2021 and continuing through Tax Year 2025, within fifteen (15) days after each payment by BLAKE STREET of taxes for the Tax Year, the CITY shall pay

BLAKE STREET the amount of such tax payment to be paid to BLAKE STREET as determined under Section II(A)(3)(a). BLAKE STREET agrees that all payments made to it will be used and applied to offset, in part, financing costs and the administrative expenses of implementing the Development Program.

E. Default and Remedies.

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

a. Abandonment of Project. BLAKE STREET shall abandon the Project.

b. Failure to Pay Taxes. BLAKE STREET shall fail to make any payment of municipal taxes assessed upon real property of BLAKE STREET within the District within Forty-Five (45) days after the due date of such taxes;

c. Failure to Make Payment of the Tax Base Conservation Payment. The Nonprofit Successor, if any, shall fail to make payment of the Tax Base Conservation Payment within Forty-Five (45) days after the date on which it is due.

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

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

2. Remedies on Default. Whenever any Event of Default referred to in Section II(E)(1) hereof shall have occurred and be continuing for a period of fifteen (15) days after a party's receipt from the other party of written notice of an Event of Default by the party, the other party may, in its discretion, (a) specifically enforce the performance or observance of any obligations, agreements or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured; and/or (c) declare an Event of Default to exist. BLAKE STREET agrees to pay the CITY's expenses, including reasonable attorneys' fees, incurred in connection with enforcing this Agreement as a result of an Event of Default.

3. Remedies Cumulative. No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default, to insist upon the strict performance of any covenant or agreement herein set forth or to exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.

F. Indemnification.

BLAKE STREET shall indemnify, defend and hold harmless the CITY and its agents, servants, officers, directors, employees and affiliates from and against any loss, cost, liability, claim, damage, expense (including, without limitation, all out-of-pocket expenses, reasonable attorneys' fees, disbursements and costs), penalty or fine incurred in connection with any claim or cause of action arising from or in connection with BLAKE STREET's activities under this Agreement or to the extent caused by the negligence, misrepresentation, fraud, fault or misconduct of BLAKE STREET.

G. Miscellaneous.

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

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

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

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

5. Effective Date and Term. This Agreement shall remain in full force from the date of execution of this Agreement and shall expire upon the payment of all amounts due to BLAKE STREET and the performance by the CITY and BLAKE STREET of their respective

obligations under this Agreement unless sooner terminated as provided in this Agreement. The obligations of the CITY to deposit Tax Increment Revenues into the Development Program Fund and to make payments from the Development Program Fund to BLAKE STREET shall terminate following the payment made with respect to Tax Year 2025 unless this Agreement shall be terminated earlier in accordance with its terms. For Tax Years 2026 and thereafter, all real property within the Development District shall be taxable by the CITY to the extent provided by law, subject to the provisions of Section II(D).

6. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

7. Non-Assignability. BLAKE STREET shall not have the right to transfer or assign all or any portion of its rights in, to and under this Agreement, or the Development Program, at any time, unless the CITY, by its City Administrator consents to the same. The parties expect that BLAKE STREET will assign its rights under this Agreement to secure financing for the Project, and the City agrees that it will consent to such assignment and will execute any documents, on commercially reasonable terms, in connection with such assignment. Nevertheless, this Agreement shall be binding upon the successors and assigns of BLAKE STREET, including any successor-in-title to the Property.

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

9. No Personal Liability of Officials of the CITY. No covenant, stipulation, obligation or agreement of the CITY contained herein shall be deemed to be a covenant, stipulation, or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the CITY in his or her individual capacity, and no such person shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

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

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

IN WITNESS WHEREOF, the said City of Lewiston and 143 Blake Street LLC have caused this Agreement to be executed on their behalf by their officials and officers, as set forth below, thereunto duly authorized, as of the day and year first above written.

CITY OF LEWISTON

\_\_\_\_\_  
WITNESS

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

143 BLAKE STREET LLC

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Klara Tammany, as  
Executive Director of the  
Center for Wisdom's Women, Sole Manager  
and Member of Sophia's House Sole  
Managing Member LLC, manager and  
member of 143 Blake Street LLC

STATE OF MAINE  
ANDROSCOGGIN, SS.

December \_\_\_, 2019

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

Before me,

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

STATE OF MAINE  
ANDROSCOGGIN, SS

December \_\_\_, 2019

Then personally appeared before me the above-named Klara Tammany and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said 143 Blake Street LLC.

Before me,

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

Exhibit A  
Property Description

(See Attached)



Department of Economic and Community Development  
Municipal Tax Increment Financing



Application

*143 Blake St - Sophia's House  
Development Program Attachment to  
City Council Order of 12/19/19*

Table of Contents \*\*

SECTION 1 - COVER LETTER AND APPLICATION COVER SHEET .....	2
SECTION 2 - PURPOSE/BASIS ORIGINAL/AMENDED APPLICATION .....	3
SECTION 3 - COMPANY/DEVELOPER INFORMATION .....	4
SECTION 4 - EMPLOYMENT GOALS/DATA .....	5
SECTION 5 - DEVELOPMENT PROGRAM .....	6
<i>Public Project(s)</i> .....	6
<i>Private Project(s)</i> .....	6
<i>Program Duration</i> .....	6
<i>Original Assessed Value</i> .....	8
SECTION 6 - FINANCIAL PLAN .....	9
<i>Increased Assessed Value Information</i> .....	9
<i>Public Indebtedness</i> .....	9
<i>Anticipated Revenues</i> .....	9
<i>Credit Enhancement Agreement (CEA)</i> .....	9
<i>Development Program Fund and Tax Increment Revenues</i> .....	10
<i>Relocation of Person(s)/Business(es)</i> .....	11
<i>Transportation Improvements</i> .....	11
<i>Environmental Controls</i> .....	11
<i>District Operation</i> .....	11
SECTION 7 - NOTICE AND HEARING .....	12
EXHIBIT A - STATUTORY REQUIREMENTS & THRESHOLDS .....	13
EXHIBIT B - ASSESSOR'S CERTIFICATE .....	17
EXHIBIT C - MAP OF DISTRICT LOCATION WITHIN MUNICIPALITY .....	18
EXHIBIT D - MAP OF DISTRICT BOUNDARIES .....	19
EXHIBIT E - ANNUAL REVENUE SPREADSHEET .....	20
EXHIBIT F - ANNUAL TAX SHIFT SPREADSHEET .....	21
EXHIBIT G - 10-DAY NOTICE OF PUBLIC HEARING .....	22
EXHIBIT H - MINUTES OF PUBLIC HEARING .....	23
EXHIBIT I - RECORD OF DISTRICT DESIGNATION AND DEVELOPMENT PLAN ADOPTION .....	24
EXHIBIT J - PUBLIC PROJECT COSTS .....	25
EXHIBIT K - COMPREHENSIVE DOWNTOWN REDEVELOPMENT PLAN .....	26
EXHIBIT L - TRANSIT-ORIENTED DEVELOPMENT DISTRICT MAP .....	27
EXHIBIT M - CREDIT ENHANCEMENT AGREEMENT(S) .....	28
EXHIBIT N - MUNICIPALITY TIF POLICY .....	29

*Don't  
Hearg*

\*\*see "Checklist for Municipal Tax Increment Financing (MTIF) Application" for instructions to automatically update the Table of Contents.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Section 1- Cover Letter and Application Cover Sheet**

1. **Name of municipal tax increment financing (TIF) district and development program:** 143 Blake St - Sophia's House
2. **This is an original application.** If an amendment, what amendment number? Choose a number.
3. **Is this a Downtown designated TIF?** No.  
If yes, provide the following information regarding the *Downtown Redevelopment Plan*:
  - a. **Name:** Click here to enter text
  - b. **Date approved by municipal legislative body:** Click to enter a date. (Include verification of this approval with Exhibit I)

The Downtown Redevelopment Plan must contain the components outlined in the DECD "Downtown Redevelopment Plan Criteria Checklist"

4. **Is this development district considered a/an [check the appropriate box(es)]?**

Industrial     Commercial     Transit-oriented     Arts

If this is a transit-oriented development designation, a map is required identifying transit facilities plus areas and corridors pursuant to MRS 30-A §5222(20), (22) & (23). (Exhibit L)

5. **Municipality name:** City of Lewiston
6. **Municipality address:** 27 Pine St Lewiston ME 04240
7. **Municipality county:** Androscoggin
8. **Municipal telephone number:** (207) 513-3000
9. **Municipal official's name:** Edward A Barrett
10. **Municipal official's title:** City Administrator
11. **Municipal official's e-mail address:** ebarrett@lewistonmaine.gov
12. **If different from #9 above, contact person/consultant:** Lincoln Jeffers
13. **Municipal contact/consultant phone number:** (207) 513-3000 ext 3204
14. **Municipality contact/consultant e-mail address:** ljeffers@lewistonmaine.gov
15. **Municipality's assessor's name:** William Healey
16. **Municipality's assessor's e-mail address:** bhealey@lewistonmaine.gov

The municipal official named below, certifies he/she has the authority to submit this Application to DECD and further certifies all the information contained in this Application, and its attachments, are true and correct to the best of his/her knowledge.

\_\_\_\_\_  
Signature

Click to enter a date  
Date

\_\_\_\_\_  
Print municipal official's name & title



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application

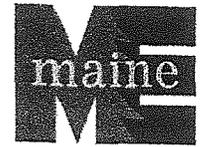


## Section 2 - Purpose/Basis Original/Amended Application

1. Provide a **brief, "headline" sentence explaining purpose/basis of this application.** The Sophia's House project involves restoring an old convent building to residential units in order to provide a long-term residential recovery community for women who have survived trafficking, prison, and addiction.
2. **If needed, provide additional information related to the purpose/basis of this application. If this is an amendment, provide a brief, concise overview of the purpose of the original application and each amendment submitted to date.** Targeted to open late 2019, Sophia's House will provide two years of healing and housing for women who are survivors of prostitutions, trafficking, prison, and addiction. The house will also include a permanent resident community that will help sustain the basic operating costs of the house and will provide stability and mentoring in community life. The permanent residents and women in the long-term program will share community spaces and regular meals. A combination of historic tax credits, grants, gifts, and a Community Development Block Grant from the City of Lewiston will provide the bulk of the renovation funding needed. The District will support the operational expenses of Sophia's House for a five-year period. After the agreement expires, Sophia's House will agree to a Payment in Lieu of Taxes (PILOT) to be revisited for feasibility every five years. This parcel has been non-taxable since 1904.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



### Section 3 - Company/Developer Information

**A. Business General Information**

[include whenever a company/developer is part of a TIF district proposal (regardless of whether a CEA is offered):

1. **Business name:** 143 Blake Street LLC
2. **Business address:** 143 Blake St Lewiston ME
3. **Business phone number:** (207) 513-3922
4. **Business contact person:** Klara Tammany
5. **Business contact person e-mail address:** klarat@wisdomswomen.org
6. **Principal place of business:** Lewiston ME
7. **Company structure (e.g. corporation, sub-chapter S, etc.):** LLC
8. **Place of incorporation:** Lewiston, ME
9. **Name of Officer(s):** Klara Tammany, Executive Director Center for Wisdom's Women
10. **Name of principal owner(s) name:** Center for Wisdom's Women
11. **Address:** 97 Blake St Lewiston ME
12. **Brief project description:** The Sophia's House project involves restoring an old convent building to residential units in order to provide a long-term residential recovery community for women who have survived trafficking, prison, and addiction.
13. **Total amount of project new investment by company/developer:** \$ 1.6 million
14. **Will there be a credit enhancement agreement with this business?** Yes. If so, complete the rest of this section and Section 4.

**B. Disclosure, only in cases where a CEA is offered to the above business:**

**1. Check the public purpose(s) that will be met by the business using this incentive:**

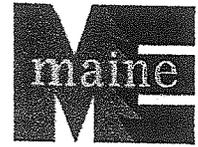
- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> <b>job creation</b>                        | <input type="checkbox"/> <b>job retention</b>                   | <input type="checkbox"/> <b>capital investment</b>            |
| <input type="checkbox"/> <b>training investment</b>                            | <input checked="" type="checkbox"/> <b>tax base improvement</b> | <input type="checkbox"/> <b>public facilities improvement</b> |
| <input type="checkbox"/> <b>other (list):</b> <u>Click here to enter text.</u> |   |   |

**2. Check the specific item(s) for which TIF revenues will be used by the business:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> <b>real estate purchase</b>   | <input type="checkbox"/> <b>machinery &amp; equipment purchase</b> | <input type="checkbox"/> <b>training costs</b> |
| <input type="checkbox"/> <b>debt reduction</b>   |  |  |
| <input checked="" type="checkbox"/> <b>other (list):</b> <u>financing and administrative costs</u> |  |  |



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



## Section 4 - Employment Goals/Data

Company Goals for Job Creation and Job Retention. (If a developer, check box , and skip to Section 5)

A. Job Creation Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical	1		\$31,200
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			Leave blank
B. Job Retention Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical			
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			Leave blank
*See <u>Occupational Cluster Descriptions</u> for more information.			

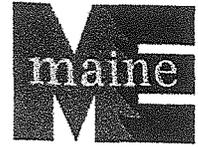
### INSTRUCTIONS

**A. Job Creation Goals.** Please list the number, type and wage level of jobs created as a result of the economic development incentive. NOTE: For this form, “full-time” employment means 30 hours or more; “part-time” employment means less than 30 hours. “Wage level” means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, “type” means “occupational cluster” which refers to the 12 categories listed in the “Occupational Cluster Descriptions.” Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

**B. Job Retention Goals.** Please list the number, type and wage level of jobs retained as a result of the economic development incentive. Part B should be completed using same definitions in Part A.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



## Section 5 - Development Program

### Public Project(s)

1. Will there be any public facilities, improvements, or programs financed in whole or in part by the development program?  
No.

If yes, as Exhibit J, include a spreadsheet containing the following information:

- Authorized Project/Activity as defined by Title 30-A §5225 (1-2),
- Cost estimate for each project/activity with sum-total,
- Statutory citation for each project/activity,
- Identification of common project costs/activities to other municipal TIF districts/program.
- If this is a downtown designated district, include a column identifying the page number from Downtown Redevelopment Plan that corresponds to recommendations and action items.
- If this is an amended application,
  - Include a column to report the status of each project.
  - If applicable, clearly identify prior approved projects from new projects.

→ Do not include any unauthorized project costs as defined by Title 30-A §5225 (2).

→ Sort list of projects/activities, by inside district, outside district and throughout municipality.

### Private Project(s)

2. Will there be any commercial facilities, arts districts, improvements or projects to be financed in whole or in part by the development program: Yes. If yes, provide a brief, clear description: The Center for Wisdom's Women will renovate a 10,000 s.f. historic building formerly used as a convent into housing for 11 and as a locaton for a social enterprise, "Herban Works." The top floor of the building, to be called Sophia's House, will have single bedrooms with shared baths and community space. These rooms are for women recovering from prostitution, trafficking, prison or addiction. The second floor will have modest apartments for rent to woman who will serve as role models and mentors to other residents. Herban Works is a social enterprise that makes body care products. It will provide job training and experience in developing, manufacturing, packaging, marketing, selling and distributing of products. Revenues to HerbanWorks will help grow the program and support Sophia's House. The Development Program will return 100% of the new taxes generated within the District to the Center for Wisdom's Women for a period of 2 years, followed by a 90% reimbursement in Year 3, 80% reimbursement in Year 4, and 75% in Year 5. The total estimated cost of the Development Progam is \$23,158 as illustrated in Exhibit E. The TIF revenues will be used for financing and administrative costs. The project is estimated generate a combined total Tax Shift benefit to the City of \$8,917 ove the Term of the TIF, as illustrated in Exhibit F.

### Program Duration

3. Duration of development district (may not exceed 30 years):
- District term: Original application: 5.  
If an amendment, adding how many years? Choose a number totaling how many years? Choose a number.
  - Start date of July 1, 2020 with fiscal year 2021.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



[Must begin with tax year in which development district designation is effective pursuant to MRS 30-A §5226, or the subsequent tax year (MRS Title 30-A §5224 (2)(H))]

- c. End date of June 30, 2025 with fiscal year 2025.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Original Assessed Value**

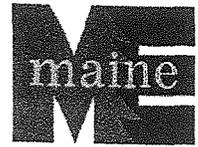
4. Provide the taxable assessed value of the development district as of the March 31<sup>st</sup> of the tax year preceding the property tax year in which the district was designated by the legislative body.

		OAV of Real Property	OAV of Personal Property	As of (complete year)	Total acres	
Original district		\$0.00	\$0.00	3/31/2018		Total 0.23
Amendment: (If applicable, with any property added/removed)	#1	-			-	
		+		3/31/____	+	
	#2	-			-	
		+		3/31/____	+	
	#3	-			-	
		+		3/31/____	+	
	#4	-			-	
		+		3/31/____	+	
	#5	-			-	
		+		3/31/____	+	
	#6	-			-	
		+		3/31/____	+	
	#7	-			-	
		+		3/31/____	+	
	#8	-			-	
		+		3/31/____	+	
	#9	-			-	
		+		3/31/____	+	
	#10	-			-	
		+		3/31/____	+	
<b>Total</b>	N/A			N/A		

\*\*\*Municipal Assessor must certify above original assessed value(s) (Exhibit B).



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



## Section 6 - Financial Plan

### Increased Assessed Value Information

1. **Total estimated cost for the development program:** \$ 0 (Should match "total" from Exhibit J)
2. **Municipality will capture a varying percentage of real property only increased assessed value for each year of the district term, to apply to the development program.** The City will reimburse to the Center for Wisdom's Women 100% of the new taxes generated in Years 1 and 2; 90% in Year 3; 80% in Year 4; and 75% in Year 5.
3. **If #2 above's captured assessed value is less than 100%, besides the district's original assessed value, what percentage of increased assessed value will be deposited into the General Fund, or if an unorganized territory, to Education and Services fund?** The value of new taxes generated that will be deposited in the City's General Fund will be 0% in Years 1 and 2; 10% in Year 3; 20% in Year 4; and 25% in Year 5.

### Public Indebtedness

4. **Will there be public indebtedness?** No. No public indebtedness will be incurred without formal amendment.
  - a. **If yes, what is the projected amount of public indebtedness to be incurred?** Click here to enter text.
  - b. **If an amendment, have any bonds been issued to date pertaining to the approved projects of this district?** Choose an item. If yes, provide the status, such as years left on bond and amount of outstanding debt. Click here to enter text.

### Anticipated Revenues

5. **Describe sources of anticipated revenues for public projects (clearly and briefly stated):** none
6. **Describe sources of anticipated revenues for private projects (clearly and briefly stated):** The project will be funded with a mix of grant funds (\$100,000), City of Lewiston CDBG funds (\$150,000), Federal Home Loan Bank (\$500,000), Historic Tax Credit capital investment (\$335,000) and a capital campaign (\$555,682).

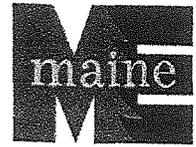
### Credit Enhancement Agreement (CEA)

7. **Describe terms and conditions of any agreements, contracts or other obligations related to the development program (e.g. CEAs). Ensure to clearly state the reimbursement percentage, along with, if applicable, any local triggers/caps.**
  - a. **Will CEAs be offered as part of this development program?** Yes.
  - b. **List name(s) of company/developer to be offered a CEA:** 143 Blake LLC
    - i. **Provide the CEA reimbursement percentage, term, conditions for each listed company/developer:** The CEA will last for the duration of the 143 Blake Street TIF District and Program. It will return 100% of the new taxes generated by the Project for Years 1 and 2; 90% for Year 3; 80% for Year 4; and 75% in Year 5.
  - c. **Is this an omnibus application?** No.  
**If an omnibus, provide clear reimbursement percentage(s) and term(s)/condition(s):** Click here to enter text.
  - d. **Does the municipality have a TIF policy?** Yes. Include a copy in Exhibit N.

If this is an amendment, and if applicable, include a copy of all executed CEAs as Exhibit M.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Development Program Fund and Tax Increment Revenues**

Read below. Authorized municipal official must initial in provided spaces, acknowledging understanding of the below information:

If a municipality/plantation has designated captured assessed value, the municipality/plantation shall:

A. Establish a development program fund that consists of the following:

1. A project cost account that is pledged to and charged with the payment of project costs that are outlined in the financial plan and are paid in a manner other than as described in subparagraph (2); and
2. In instances of municipal/plantation indebtedness, a development sinking fund account that is pledged to and charged with the payment of the interest and principal as the interest and principal fall due and the necessary charges of paying interest and principal on any notes, bonds or other evidences of indebtedness that were issued to fund or refund the cost of the development program fund;

B. Annually set aside all tax increment revenues on captured assessed values and deposit all such revenues to the appropriate development program fund account established under paragraph A in the following order of priority:

1. To the development sinking fund account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual debt service on bonds and notes issued under section 5231 and the financial plan; and
2. To the project cost account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual project costs to be paid from the account;

C. Make transfers between development program fund accounts established under paragraph A as required, provided that the transfers do not result in a balance in the development sinking fund account that is insufficient to cover the annual obligations of that account; and

D. Annually return to the municipal or plantation general fund any tax increment revenues remaining in the development sinking fund account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development sinking fund account after taking into account any transfers made under paragraph C. The municipality/plantation, at any time during the term of the district, by vote of the municipal or plantation officers, may return to the municipal/plantation general fund any tax increment revenues remaining in the project cost account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development project cost account after taking into account any transfer made under paragraph C. In either case, the corresponding amount of local valuation may not be included as part of the captured assessed value as specified by the municipality or plantation.

Initial here

At the end of the district TIF term, all taxable real and/or personal property value captured in the district will be added to the general tax rolls. Initial here



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Relocation of Person(s)/Business(es)**

8. The building has been vacant for sixteen (16) years. No relocation is needed.

**Transportation Improvements**

9. There are no transportation improvements association with this project.

**Environmental Controls**

10. The project is committed to following all state and local laws/regulations. Lead paint, ACMs, and other identified environmental contaminants were mitigated during rehabilitation of the property.

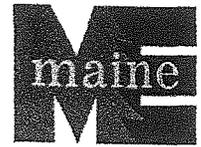
**District Operation**

11. **After the planned capital improvements are completed, provide a brief statement of the proposed operation of the development district pertaining to:**

- a. **Public capital improvements:** none
- b. **Private capital improvements:** Sophia's House will employ a full-time intake coordinator who will register new residents, provide social services, and manage the day-to-day operations. Sophia's House will also employ a part time, temporary community coordinator.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



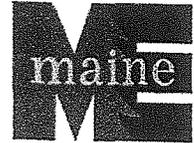
## Section 7 - Notice and Hearing

- Date of public notice (must be minimally 10 days before the public hearing): December 6, 2019**  
For Exhibit G, provide a legible copy of the newspaper page showing the public hearing , newspaper name and date of publication.
- Date of public hearing: December 17, 2019**  
For Exhibit H, provide a copy of the public hearing minutes, attested to with dated signature.
- Date municipal or plantation legislative body approved original district designation:** Click to enter a date.  
**Date municipal or plantation legislative body adopted original development program:** Click to enter a date.  
**If an amendment, is it to the:**
  - district. Provide date municipal or plantation legislative body approved:** Click to enter a date.
  - development program. Provide date municipal or plantation legislative body approved:** Click to enter a date.
  - district and development program. Provide date municipal or plantation legislative body approved:** Click to enter a date.

For Exhibit I, provide verification of district designation and adoption of development program by municipal legislative body including vote tally.
- Is a municipal official authorized to make technical revisions to this District application/development program to facilitate the process for review and approval by DECD, as long as such revisions are not inconsistent with the basic structure and intent of the development program?** Choose an item. If yes, click here and briefly state what Exhibit and page number this information can be found.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**-Exhibit A - Statutory Requirements & Thresholds**

\*\*round to second decimal place

SECTION A.   Acreage Caps		
1. Total municipal acreage	22,283	
2. Acreage of <b>proposed</b> Municipal TIF District (if amendment, proposed updated total acreage)	.23	
3. <b>Downtown-designation</b> <sup>1</sup> acres in proposed Municipal TIF district	0	
4. <b>Transit-Oriented Development</b> <sup>2</sup> acres in proposed Municipal TIF district	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF district counted toward 2% limit	.23	
6. Percentage [=A5+A1] of total acreage in proposed Municipal TIF district (CANNOT EXCEED 2%)	.001032%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: <sup>3</sup> (List <u>each</u> district name/acreage)	Existing	717.42
	Proposed	8.14
Wal-mart 130		
CMP - 1.74		
Franklin Prop. - 1.88		
CCI Bates St - 1.05		
Birch Hill Housing - .45		
Gendron Business Park II - 144.94		
Intown Manor - 1.02		
The Lofts at Bates Mill - 1.41		
Riverfront Hotel - 1.03		
Larrabee Station - 15		
McCrory - .36		
Exit 80 Omnibus - 418.11		
Hartley Block - .43		
Blake + Pine (proposed) - 0.33		
Saxon (proposed) - 7.58		
143 Blake St - Sophia's House (proposed) - 0.23		
<b>30-A § 5223(3) EXEMPTIONS<sup>4</sup></b>		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district	0	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: (List <u>each</u> district name/acreage)	0	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: (List <u>each</u> district name/acreage)	0	

<sup>1</sup> Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

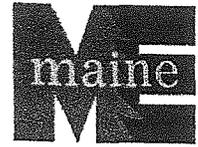
<sup>2</sup> For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

<sup>3</sup> For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B must exclude AH-TIF valuation.

<sup>4</sup> Downtown/TOD overlap nets single acreage/valuation caps exemption.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**

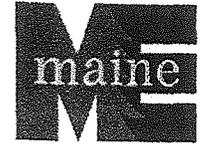


11. Acreage in all <u>existing/proposed</u> Municipal TIF districts <b>common to</b> <sup>5</sup> Pine Tree Development Zones per 30-A § 5250-I (14)(A) <b>excluding</b> any such acreage also factored in Exemptions 8-10 above: (List <u>each</u> district name/acreage)	0	
12. <b>Total acreage</b> [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	725.56	
13. <b>Percentage of total acreage</b> [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	3.26%	
14. <b>Real property</b> in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area	.23	100%
b. In need of rehabilitation, redevelopment or conservation	.23	100%
c. Suitable for commercial or arts district uses		
<b>TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)</b>		100%

<sup>5</sup> PTDZ districts approved through December 31, 2008.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



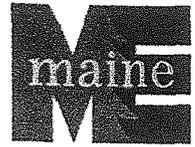
SECTION B.   Valuation Cap		
1. Total TAXABLE municipal valuation—use most recent April 1	\$1,938,456,120	
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31	0	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality <b>excluding</b> Municipal Affordable Housing Development districts: (List <u>each</u> district name/acreage) Wal-Mart - \$1,333,700 CMP - \$16,950 Franklin P.T. - \$443,800 Gendron Business Park II - \$300,000 Riverfront Hotel - \$0 Larrabee Substation - \$474,500 McCroly - \$268,750 Exit 80 Omnibus - \$7,938,932 Saxon - \$552,980 (proposed) 143 Blake St - Sophia's House (proposed) - \$0	Existing	\$10,776,632
	Proposed	\$552,980
	Total	\$11,329,522
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district	0	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts (List <u>each</u> district name/acreage)	0	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts (List <u>each</u> district name/acreage)	0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation <sup>6</sup> Municipal TIF districts (List <u>each</u> district name/acreage)	0	
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) <b>excluding</b> any such OAV also factored in Exemptions 4-7 above: (List each district name/OAV)	0	
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	\$11,329,522	
10. Percentage of total taxable OAV [=B9+B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	0.58%	

COMPLETED BY			
PRINT NAME			
SIGNATURE		DATE	

<sup>6</sup> For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application

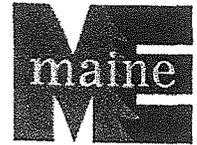


If this form has **not be completed by the municipal or plantation assessor**, the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.

PRINT NAME			
SIGNATURE		DATE	



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit B - Assessor's Certificate**



**Department of Assessing**

Bill Healey  
Chief Assessor



**CITY OF LEWISTON, MAINE**

**CITY ASSESSOR**

The undersigned Chief Assessor of the Assessment Department for the City of Lewiston, Maine, does hereby certify that the tax maps showing the boundaries and location of the proposed 143 Blake Street – Sophia’s House Redevelopment Tax Increment Financing District as shown in Exhibit A are an accurate depiction of the proposed District. The Original Assessed Value of the taxable real property in the proposed TIF District as of March 31, 2019 (Assessment date of April 1, 2018) was zero dollars (\$0.00).

IN WITNESS THEREOF, this Certificate has been executed as of this 6<sup>th</sup> day of December 2019.

CITY OF LEWISTON

Bill Healey, Chief Assessor

STATE OF MAINE

ANDROSCOGGIN, SS.

December 6, 2019

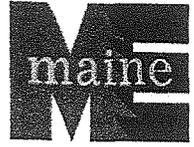
Personally appeared before me the above-named Bill Healey, Chief Assessor of the City of Lewiston and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

  
Notary Public/Attorney-at-Law

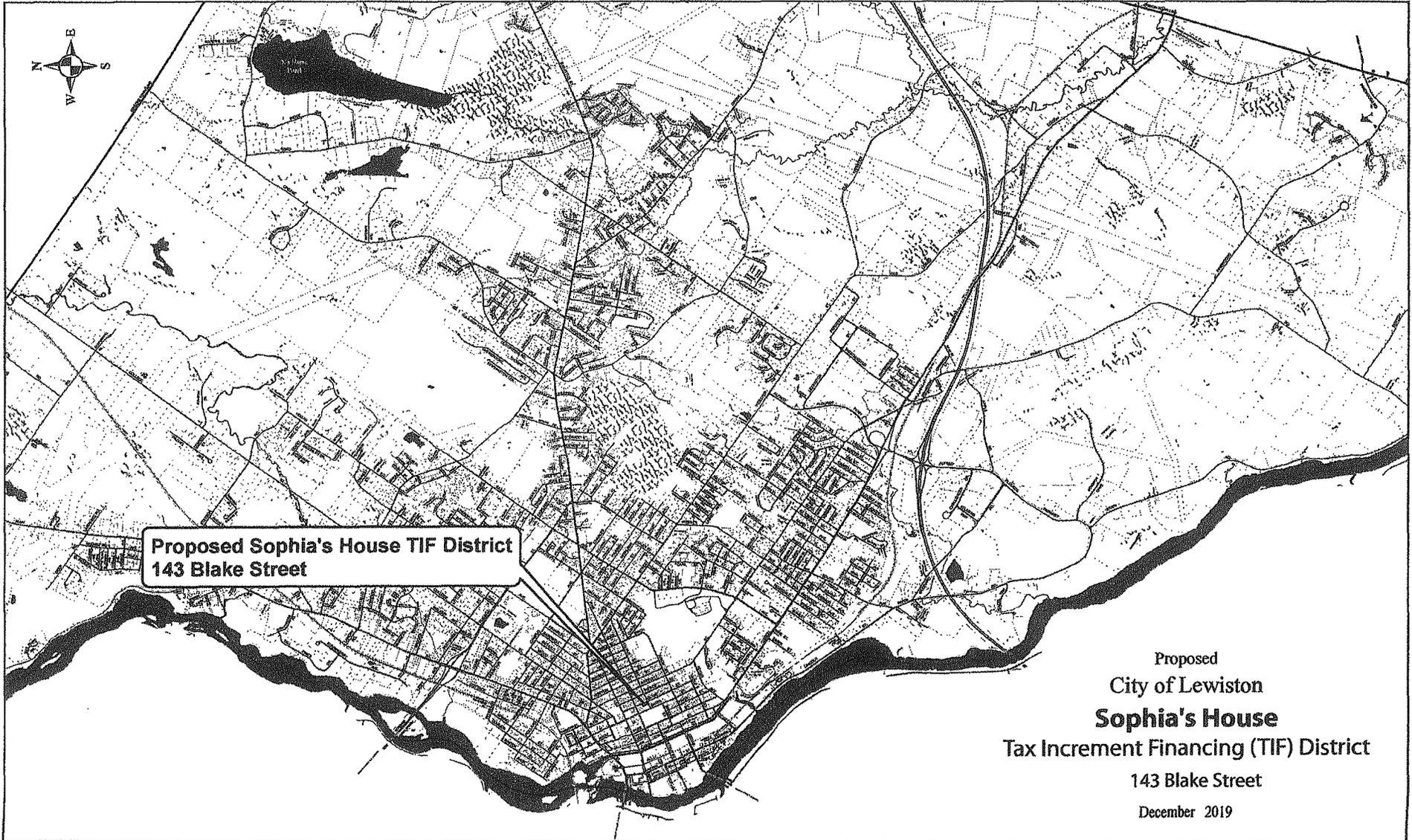
**CATHERINE L. LEKBERG**  
Notary Public, State of Maine  
My Commission Expires February 5, 2025



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit C - Map of District Location within Municipality**



Proposed Sophia's House TIF District  
143 Blake Street

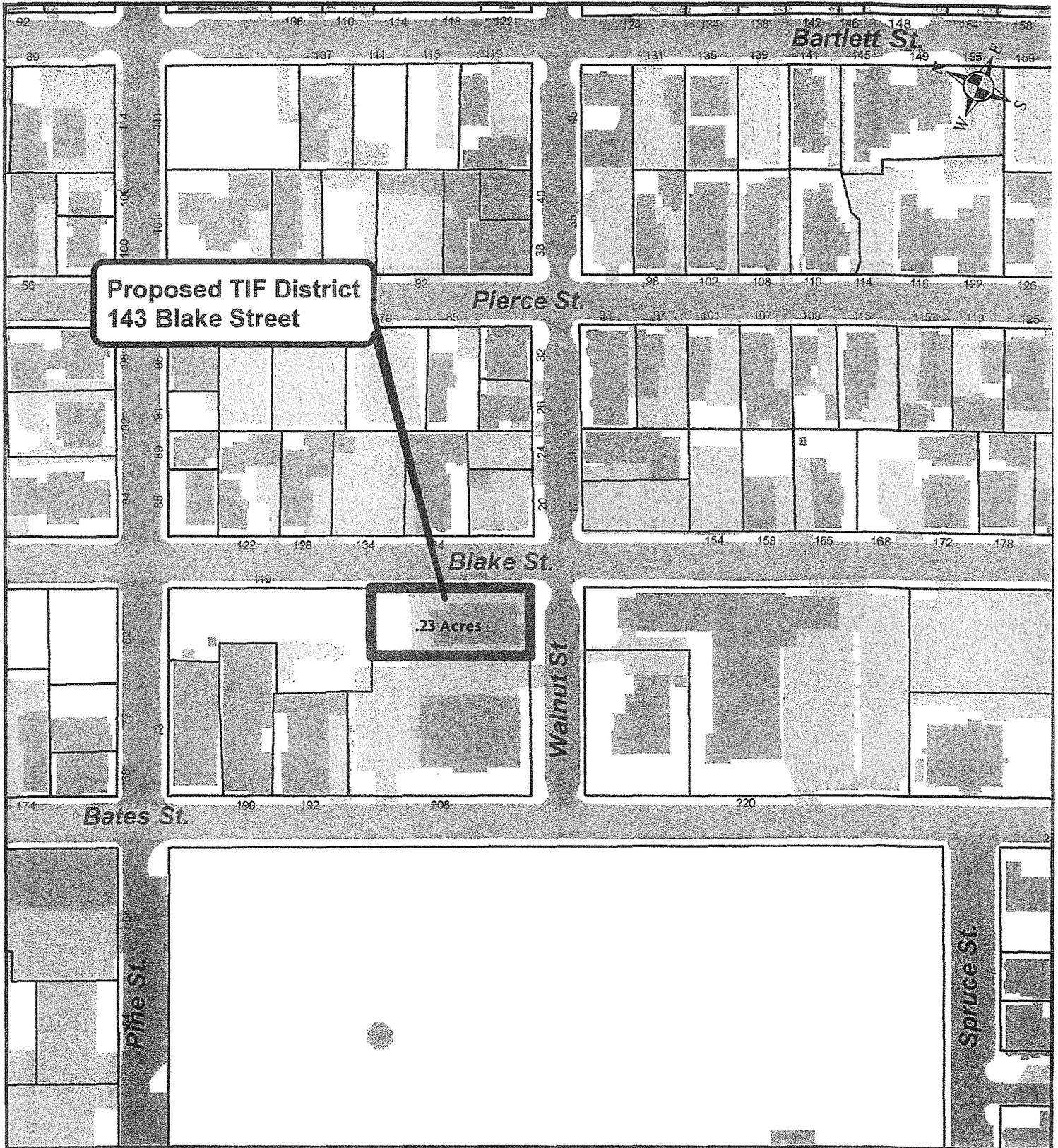
Proposed  
City of Lewiston  
**Sophia's House**  
Tax Increment Financing (TIF) District  
143 Blake Street  
December 2019



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



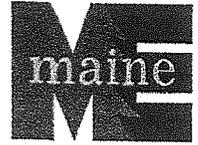
**Exhibit D - Map of District Boundaries**



Proposed  
**Sophia's House**  
 Tax Increment Financing (TIF) District  
 143 Blake Street  
 December 2019



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



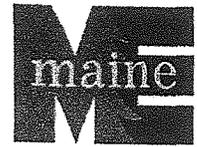
**Exhibit E - Annual Revenue Spreadsheet**

**Exhibit E - Annual Revenue  
Sophia's House Proforma**

Tax Year Beginning April 1	Original Assessed Value	Total Assessed Value	Increased Assessed Value	Captured Assessed Value	Mil Rate	% of Tif Revenue to Developer	TIF Revenue to Developer	% of TIF Revenue to City (General Fund)	TIF Revenue to City (General Fund)	Total TIF Revenue
2021	\$0	\$ 180,000	\$ 180,000	\$ 180,000	0.02891	100%	\$ 5,204	0%	\$ -	\$ 5,204
2022	\$0	\$ 180,000	\$ 180,000	\$ 180,000	0.02891	100%	\$ 5,204	0%	\$ -	\$ 5,204
2023	\$0	\$ 180,000	\$ 180,000	\$ 180,000	0.02891	90%	\$ 4,684	10%	\$ 520	\$ 5,204
2024	\$0	\$ 180,000	\$ 180,000	\$ 180,000	0.02891	80%	\$ 4,163	20%	\$ 1,041	\$ 5,204
2025	\$0	\$ 180,000	\$ 180,000	\$ 180,000	0.02891	75%	\$ 3,903	25%	\$ 1,301	\$ 5,204
							\$ 23,158		\$ 2,862	\$ 26,020



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit F - Annual Tax Shift Spreadsheet**

**Exhibit F**  
**Sophia's House**  
**Tax Shifts**

<b>Tax Year Beginning April 1</b>	<b>Captured Assessed Value</b>	<b>County</b>	<b>Revenue Sharing</b>	<b>Education</b>	<b>Total</b>
2021	\$ 180,000	\$ 56	\$ 237	\$ 1,490	\$ 1,783
2022	\$ 180,000	\$ 56	\$ 237	\$ 1,490	\$ 1,783
2023	\$ 180,000	\$ 56	\$ 237	\$ 1,490	\$ 1,783
2024	\$ 180,000	\$ 56	\$ 237	\$ 1,490	\$ 1,783
2025	\$ 180,000	\$ 56	\$ 237	\$ 1,490	\$ 1,783
<b>Total</b>		<b>\$ 282</b>	<b>\$ 1,185</b>	<b>\$ 7,450</b>	<b>\$ 8,917</b>



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit G - 10-Day Notice of Public Hearing**

**PUBLIC NOTICE  
CITY OF LEWISTON  
ESTABLISHMENT OF A  
TAX INCREMENT FINANCING (TIF) DISTRICT AND PROGRAM**

The Lewiston City Council will hold a public hearing to be held in the City Council Chambers, First Floor, City Building, on **Tuesday, December 17, 2019 at 7 PM** or as soon thereafter as it may be heard, regarding the establishment of the following proposed Tax Increment Financing (TIF) District and Program:

**143 Blake Street TIF – Sophia’s House**

The proposed TIF District and Development Program is being established to help offset financing and administrative costs for Sophia’s House, an 11 unit housing project built to provide housing, job training, mentoring and supportive services for women healing from trafficking, exploitation, addiction and/or incarceration on a .23 acre lot located at 143 Blake Street, Lewiston, ME. Any interested person may appear and will be given the opportunity to be heard before final action is taken.

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

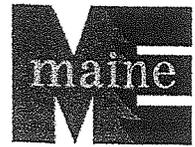
To be run in the December 6, 2019 edition. Please contact Cathy Lekberg at 513-3126 if there are any questions regarding this notice.

Please bill:  
City of Lewiston  
Department of Economic and Community Development  
Att. Cathy Lekberg  
27 Pine Street  
Lewiston, ME 04240

Thank you.



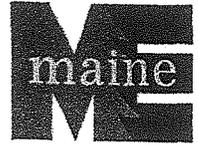
**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



**Exhibit H - Minutes of Public Hearing**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit I - Record of District Designation and Development Plan Adoption**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit J - Public Project Costs**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit M - Credit Enhancement Agreement(s)**

*See*

*Agreement for Development Assistance and  
Tax Increment Financing*



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit N - Municipality TIF Policy**

# JOINT TAX INCREMENT FINANCING POLICY

The *Cities of Auburn and Lewiston Tax Increment Financing (TIF) Policy* includes the following:

- Purpose
- Eligibility Requirements
- General Guidelines
- Terms
- Performance Standards
- Applicant and Fees Information
- Annual Review
- Definitions

The Cities of Auburn and Lewiston are referred to as "the City" or "Cities" in this policy.

## PURPOSE

The four (4) primary reasons and public benefits for the Cities tax increment financing policy are, as follows:

1. To establish a collaborative and joint approach to economic development in the Cities when tax increment financing is involved;
2. To stimulate expansion of the City commercial/industrial tax base;
3. To retain and create employment; and
4. To establish standards upon which the City Councils will authorize a TIF.

## ELIGIBILITY REQUIREMENTS

Any current or potential owner of taxable property in the City may request the creation of a TIF district subject to this policy.

The establishment of a TIF district is an action by the City Council. A TIF is not a right under Maine law, and meeting these guidelines does not create a right or entitlement to any applicant.

For a TIF application to be considered by the Cities, the project must meet or exceed the following requirements:

**Types of Businesses.** The business expansion or establishment must be one (1) of the following business types:

- research facility;
- high-technology facility;
- manufacturing/assembly;
- regional distribution;
- financial services;
- telecommunication intensive;
- back office operations;
- a business which is significantly involved in the exporting of goods or services outside of Maine; or
- other similar businesses.

# JOINT TAX INCREMENT FINANCING POLICY

## *Real Property Improvements and Job Creation.*

- **Minimum Investment.** There must be real property improvements of a minimum of \$2 million or the creation of a minimum of twenty-six (26), full-time equivalent jobs which meet or exceed "livable wage"\*. Companies assisted shall provide employees access to benefits to include health insurance; vacation and sick leave; and a retirement plan.
- **Exceptional Investment.** A project may qualify as "exceptional investment" if initial total improvements are at least \$5 million or at least 100 new full-time livable wage jobs are created. It should be noted that the "minimum investment" level of \$2 million must be met. Companies assisted shall provide employees access to benefits to include health insurance; vacation and sick leave; and a retirement plan. Exceptional investment enables the Cities to consider a higher level of financial participation or provide for a longer time period for a TIF.

*Job Retention.* There must be real property improvements of a minimum of \$2 million and the retention of the existing workforce.

## GENERAL GUIDELINES

This policy recognizes tax increment financing will be provided by a credit enhancement agreement. The applicant must provide any and all other documentation that will protect the City's economic and financial position, and/or that confirm both the letter and spirit of the underlying agreement between the applicant and the City.

A TIF may be granted only for the additional value of eligible real property improvements, subject to limitations by the City. The City will not allow TIF's for improvements begun before the application is filed or begun without notification of the construction, expansion, or modernization date.

If a leased facility is a TIF, the agreement may be executed by the lessor and lessee. In such cases, the lessor must demonstrate binding contracts with the lessee to guarantee job retention or creation. The TIF agreement should include the lease.

In all instances, applicants requesting tax increment financing must demonstrate:

**Economic Necessity.** The City's participation is economically necessary, and involvement by the City is needed in order for the project to be undertaken. Justification for economic need and the City involvement must be demonstrated by:

- A need to offset public/private infrastructure costs unique to the site;
- A need to offset economic advantages available to the corporate entity if it should build or expand outside of the Cities; or
- The unavailability of sufficient private or other public funding sources to meet the full capital investment needs of the corporate entity seeking assistance.

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\*Livable wage as defined by the Maine Economic Growth Council as adjusted annually. Please refer to the Definition Section of this policy.

# JOINT TAX INCREMENT FINANCING POLICY

**Financial Capability.** Financial capability to undertake the project must be evidenced prior to review.

**Location Considerations.** The project improves a blighted area or building in need of redevelopment or an area identified as a priority by the City such as the downtown area.

**Regulatory Compliance.** Compliance with all statutory and regulatory guidelines of the City and the State of Maine.

## TERMS

**Effective Date.** TIFs are granted, effective with the April 1<sup>st</sup> valuation date immediately preceding the date of execution of the April 1<sup>st</sup> valuation date(s) as agreed to by the City. If a modernization project includes facility replacement, the TIF value shall be the value of the new investment minus the value of the existing real property.

**Amount of Value.** The TIF is based upon capital cost for each year that the TIF is in effect. In general the amount of value the City will share with the business is directly related to the extent to which the project meets the guidelines set forth in this policy.

- **Minimum Investment.** A maximum tax benefit of up to 40% is available for projects with real property improvements of a minimum of \$2,000,000. The determination of municipal participation will be based upon the amount of business investment, type of business, number and quality of jobs retained/created and other considerations outlined in this policy.
- **Exceptional Investment.** A tax benefit exceeding 40% may be available based upon real property improvements which meet the exception level of investment.

### Time Period.

- **Minimum Investment.** The TIF time period ranges from five, but not to exceed fifteen years. The length of the time period for a TIF will be based upon the amount of business investment, type of business, number and quality of jobs retained/created and other considerations outlined in this policy.
- **Exceptional Investment.** The TIF time period may extend beyond fifteen years for projects which meet the exception level of investment.

## PERFORMANCE STANDARDS

It is the policy of the City that a TIF is a business partnership and that the recipient of the TIF must meet the standards that led to the City approving the TIF. Any company or business that is granted a TIF, or its tenants if they are part of the incentive program, must meet the following standards:

**Capital Improvements.** Within one (1) year of the TIF agreement being signed, a minimum of 40% of the capital funds for the designated project must be spent.

## JOINT TAX INCREMENT FINANCING POLICY

Within two (2) years of the TIF agreement being signed, a minimum of 80% of the capital funds for the designated project must be spent.

Within three (3) years of the TIF agreement being signed, 100% of the capital funds for the designated project must be spent.

*Employment Retention/Creation.* Within two (2) years of the TIF agreement being signed, when new jobs are designed as part of the TIF agreement, a minimum of 50% of the new jobs must be filled.

Within three (3) years of the TIF agreement being signed, when new jobs are designated as part of the TIF agreement, a minimum of 100% of the new jobs must be filled.

If the project involves job retention, then at least 95% of the jobs must remain filled for a minimum of three (3) years.

The City Administrator's/Manager's office will determine, in cooperation with the TIF recipient prior to the execution of the TIF, the methodology of reporting job retention/creation.

*Penalty.* If any of the above standards are not met, the TIF benefits may be voided.

*Use of Local Contractors.* Any business that is granted a TIF will agree to use local contractors where possible.

### APPLICATION AND FEES

*Application Information and Contact.* The City's Administrator's/Manager's office will act as a clearinghouse and coordinate all activity regarding tax increment financing proposals. Working with potential applications, the office will:

- Maintain a tax increment financing application;
- Provide information on tax increment financing;
- Discuss project proposals and accept preliminary application from the applicant;
- Review preliminary application based upon City TIF Policy with the City Administrator/Manager;
- Advise the applicant on findings of City Staff and preliminary result of City Council review;
- Schedule a City Council meeting for action on a TIF application and provide assistance to the City Administrator/Manager in the formulation of a recommendation to the City Council;

## JOINT TAX INCREMENT FINANCING POLICY

- Submit application to the State Department of Economic and Community Development (DECD) based on the direction of the City Council; and
- Monitor on-going public and private investment in the development project.

*Administration Fees.* If tax increment financing is approved, an annual administrative fee equal to 1% of the incremental taxes reallocated back to the project may be charged.

*Extraordinary Expenses.* In addition, any extraordinary out-of-pocket expenses incurred by the City in connection with the tax increment financing proposal will be reimbursed by the applicant whether or not tax increment financing is approved.

### PERIODIC REVIEW

This policy shall be reviewed periodically by the Auburn and Lewiston City Councils and revised as necessary.

### DEFINITIONS

*Livable Wage.* The reference to livable wage shall be defined by the Maine Economic Growth Council.

*Full-Time Equivalent Job.* Combining jobs to equal full-time (approximately 40-hours per week) employment.

### EXCEPTIONS FROM TIF POLICY

Exceptions to the TIF Policy may be granted in accordance with the Joint Economic Development Protocol.

Adopted by the City Council on March 2, 1999.

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2019

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:** Resolve, Adopting the 2020-2024 Consolidated Plan for the City's Community Development Block Grant Program.

**INFORMATION:**

As an entitlement community, the City of Lewiston is the annual recipient of U.S. Department of Housing and Urban Development Community Development Block Grant Funds. As a requirement of this program, the City must adopt a Consolidated Plan every five years to establish priorities for the use of these funds. A new plan must be adopted for the next five year period. A draft plan is attached for consideration.

The coordination of the development of this plan has been accomplished by the CDBG Advisory Committee, which is composed of seven members appointed by the Mayor and representing various constituencies within the community, including broader public participation efforts. These efforts included a survey of stakeholders and numerous opportunities for the public and interested parties to comment on the plan. A draft of that plan can be found at:

<https://www.lewistonmaine.gov/DocumentCenter/View/10724/2020-2024-DRAFT-Consolidated-Plan> and is also attached. Public comment received prior to December 21, 2019, will be incorporated into the plan. A public hearing should also be held at this meeting prior to considering approving the plan.

At this point, the Plan requires adoption by the City Council so that it can be forwarded to the federal Housing and Urban Development Department for review and approval.

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

The City Administrator recommends approval of the requested action.

*EAB/Kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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First, to hold a public hearing to receive comments on the draft CDBG 2020-2024 Consolidated Plan.

Second, to approve the Resolve, Adopting the 2020-2024 Consolidated Plan for the City's Community Development Block Grant Program.



**City of Lewiston Maine  
City Council Resolve  
December 17, 2019**



**Resolve,** Approving and Adopting the 2020 - 2024 CDBG Consolidated Plan

Whereas, Lewiston is a Community Development Block Grant (CDBG) Entitlement Community; and

Whereas, as an Entitlement Community, Lewiston must comply with requirements contained in Title 24 CFR 570.302 regarding the adoption of a 5 year Consolidated Plan that outlines how CDBG funds will be invested during the term of the plan; and

Whereas, the proposed Consolidated Plan has been developed in concert with a seven member CDBG Citizen Advisory Committee that encouraged and realized significant public engagement throughout development of the Plan; and

Whereas, the Plan has met the requisite public notice and public comment requirements;

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

the 2020-2024 CDBG Consolidated Plan is hereby approved and adopted substantially in the form as presented and that the same be submitted to the U.S. Department of Housing and Urban Development for approval.

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE: CDBG Consolidated Plan Workshop-**  
**Date:** November 25, 2019

Congress created the Community Development Block Grant Program (CDBG) in 1974. It is a federal program administered by the Department of Housing and Urban Development (HUD) that provides funding used to provide decent housing, a suitable living environment, and opportunities to expand economic opportunities, primarily to low and moderate income persons.

To be eligible for CDBG funding, a project must meet one of three National Objectives:

- Benefit low and moderate income people
- Aid in the prevention or elimination of slums or blight, or
- Meet an urgent need that poses a serious and immediate threat to the health or welfare of the community.

As the second largest city in Maine, Lewiston was designated as a CDBG Entitlement Community at the program's inception. As such, the city receives an annual allocation of CDBG funds based on a program formula that is determined by Congress and the amount they appropriate each year. Over time the level of funding Lewiston receives has declined from \$1.3 million in 2000, to \$887,262 in FY 20. Lewiston's CDBG funding level has ranged between \$792,380 and \$893,534 over the last several years.

As an Entitlement Community, Lewiston has significant administrative and reporting requirements to HUD. Among those requirements is drafting, every five years, a 5 year strategic plan, known as the *Consolidated Plan* that outlines how CDBG funds will be utilized over the term of the plan.

## **Developing the Consolidated Plan**

Public participation is an essential component of the development of a Consolidated Plan.

In August, a survey was sent to a wide assortment of stakeholders including public service agencies, local businesses, housing providers, and state and local government agencies. Thirty eight of them responded, providing insight into:

1. The populations they serve
2. The services they provide
3. The biggest challenges/obstacles their organization serves
4. The biggest challenge/obstacles the population they serve faces
5. Barriers to safe and affordable housing in Lewiston
6. Barriers to economic opportunity in Lewiston
7. Public infrastructure barriers faced by population they serve

The survey responses were compiled with Lewiston demographic information on housing, income, education levels, disability data, and other demographic data for consideration by the CDBG Citizen Advisory Committee (CAC). Also included in the materials presented to the CAC were goals and strategies articulated in *Legacy Lewiston, Analysis of Impediments to Fair Housing*, and the *Choice Neighborhood Transformation Plan*. A conscious effort has been made to have the 2020 -2024 Consolidated Plan reassert and provide CDBG funding for eligible goals articulated in those two plans, both of which were developed with considerable public involvement. They voice the vision and desires of the community.

The CAC is a seven member committee appointed by the mayor, which includes a city councilor; a representative of the homeless community; a representative of the immigrant community; at least two residents of the CDBG Target Area; and the remainder residents of the community at large.

Each year the CAC reviews, scores and makes funding recommendations to the City council on how that year's allocation of CDBG funds will be best invested to achieve the goals of the Consolidated Plan. Every five years, they also provide guidance in writing the Consolidated Plan. During November, the CAC met with staff in five public meetings to identify and discuss the biggest challenges Lewiston's low/moderate income residents face and to develop some goals to address those challenges over the next five years.

### **Consolidated Plan Summary**

Attached is a draft of the 2020-2024 Consolidated Plan. It articulates the challenges and goals that became clear over the course of the public meetings, demographic research, and committee discussions. Following is a brief summary of the highlights of that section of the Consolidated Plan.

The bulk of Lewiston's CDBG funds are invested in or to benefit the residents of a Target Area, Census Tracts 201 -204 (map attached). Historically the city has used its funds primarily on housing improvements, commercial loans and grants for economic development, infrastructure improvements in the Target Area, and social services. So long as the broad national goals of the program are met - *developing viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities principally for persons of low and moderate income* – there is considerable flexibility in how the funds are spent. HUD rules limit spending to 20% for administration of the program and no more than 15% for social service agency funding.

A draft of Lewiston's Consolidated Plan is on the City's web site at <https://www.lewistonmaine.gov/DocumentCenter/View/10724/2020-2024-DRAFT-Consolidated-Plan> . Public notice of the plan and its availability for review was published on November 21<sup>st</sup>. The City Council will hold a Workshop and Public Hearing on December 3<sup>rd</sup>, and is scheduled to take action adopting the plan on December 17<sup>th</sup>. Public comment will be received and incorporated into the plan up to December 21<sup>st</sup>.

To summarize, the Consolidated Plan has four goals:

**Goal 1: Provide essential public services to improve quality of life for individuals and families with low-moderate incomes, including special needs populations and those experiencing homelessness or at risk of becoming homeless.**

To meet this goal the City will fund non-profit agencies and organizations to support community members including the homeless, those at risk of being homeless, and special needs population with a variety of services that are inclusive for residents of all ethnic and cultural backgrounds.

Strategies

- Grow an environment that supports health and wellness among community members, including, access to health services, centralize resources for homeless in a one-stop shop, improve access to quality and nutritious food, and expand navigation services to persons at-risk of becoming homeless.
- Expand gap funding for flexible low barrier loans/grants to support emergency needs in coordination with current community initiatives. (including utility and security deposit)
- Grow individual education outcomes, including English language learning, early childhood, peer to peer education, and job skills).
- Encourage agencies to coordinate services for persons experiencing homelessness.
- Address barriers to safe, decent, affordable housing (tenant education, landlord meetings).
- Support distribution of materials on affordable housing and fair housing at conferences, workshops, and other public venues.

**Goal 2: Increase, maintain, and improve the supply of safe and affordable housing for individuals and families with extremely low to moderate incomes.**

To meet this goal, the City will fund affordable housing acquisition, historic rehabilitation, code enforcement, demolition of dilapidated structures with reconstruction, and homebuyer assistance. These activities will be carried

out through the City's rehabilitation programs with direct assistance to the homeowner or investor owner and nonprofit partnerships.

#### Strategies

- Grow an inventory of safe, healthy, code compliant, and sustainable housing that provides housing choices for all.
- Increase the number of owner occupied properties.
- Remove lead and eliminate incidents of childhood lead poisoning.

#### **Goal 3: Create economic opportunities for individuals and families with low-moderate incomes.**

To meet this goal the City will fund businesses through its economic development programs directly to entrepreneurs wanting to establish or expand a business, with extra support for transportation, child care, investors and business owners that want to rehabilitate, improve, expand, or provide loan and grant assistance to entrepreneurs, small business, building owners, or to use CDBG funding to assist with Brownfield redevelopment. The outcome of this goal is to create and retain jobs for low and moderate income workers.

#### Strategies

- Grow pathways to thrive and economic mobility for all by helping to build businesses to create new jobs, support small businesses startups and entrepreneurs, provide workforce training, education support, and expand daycare services.
- Leverage CDBG funding to support redevelopment of Brownfield Sites.
- Invest in various types of commercial properties to reduce blight and partner with housing programs to create residential units on upper floors of mixed-use properties.

#### **Goal 4: Preserve and improve public facilities and infrastructure that serve low to moderate-income neighborhoods or special needs residents.**

To meet this goal, CDBG funds will be used to help finance public infrastructure projects such as streets, sidewalks, parks, and public utilities in the CDBG Target area; as well as provide financial assistance to Public Facilities that provide the majority of their services to low/moderate income households.

#### Strategies

- Provide safe, warm, and welcoming spaces in all seasons for those experiencing homelessness
- Improve key connections to, from, and within the neighborhood to other city assets (sidewalks, park improvements, buses, signage)

- Expand public access to broadband

While all of the goals will serve critical needs in Lewiston, HUD requires that the goals be identified as a high or low priority. The CAC recommends that Goals 1, 2 and 3 be identified as High Priority Goals, and Goal 4 be identified as a Low Priority Goal.

### **Poverty/Homelessness**

The demographic data and Consolidated Plan planning process identify poverty and intergenerational poverty as significant issues in the Target Area. Three out of every four children under the age of 18 living in the Target Area are growing up in poverty, as compared to one out of every four in the rest of Lewiston. The plan encourages funding for social service agencies that address the issues of intergenerational poverty, especially for the whole family. The plan recommends social service funding that meets basic needs, as well as programs that provide services that help keep people from becoming homeless or that move them from homelessness to a more stable living situation. The plan encourages a "housing first" strategy, which finds permanent housing for people as a first step towards making a better future. Programs that provide services that help people connect with education, job training, or work will be given preference over the creation of more emergency shelter beds. The plan encourages continuation of a security deposit program that helps people that are homeless or at risk of becoming homeless with the necessary funds to secure stable housing.

Poverty can be attributed to not having a job, as well as to a lack of education or the skill set needed to secure employment that pays a livable wage. At the time the demographic information was generated for the plan, the unemployment rate for Lewiston outside the Target Area was 5.6%. The unemployment rate for Census Tracts 201 -204, which make up the Target Area, varied from 4.6% in Census Tract 203 (SOCHS and Bates College area) to 17.4% in Census Tract 201. Even though the unemployment rate in Census Tract 203 is below that of the City as a whole, the Median Household Income is \$20,494, which is only 51% of the overall City Median Household Income of \$39,890. These are the working poor.

Education levels are much lower for residents age 16 to 65 in the Target Area, with a markedly higher proportion of residents without a high school degree and a lower proportion with an Associate degree or higher. To move people out of poverty, they need to have the education, skill set, and attitude that will allow them to secure more gainful employment.

In an effort to increase the number of jobs available to low/moderate income people, Lewiston's commercial loan and grant programs require one job to be created for every \$35,000 of funding provided for projects. The majority of the commercial funds are invested in the Target Area.

## **Improve Housing Stock**

Lewiston has approximately 15,000 housing units. Citywide, 43% of them were built before 1950. For housing units occupied by renters, 60% were built before 1950, and 91% were built before 1980. Properties built before 1980 are at risk for containing lead paint, a reality reflected in Lewiston and Auburn children under age 6 have lead poisoning rates nearly 3 times the state average.

In 2017, Lewiston received a total of \$3.4 million in Lead Hazard Control and Green and Healthy Homes Initiative (GHHI) grants to help address this problem. A total of 225 residences will be made lead safe, and of those, 160 will be made dry, clean, ventilated, free from pests and contaminants, well maintained and safe. In 2019, the City received a \$5.4 Lead and GHHI funding to be spent on mitigation over the next five years. The grants will help fund education programs for tenants and landlords designed to keep homes lead safe, as well as job training for lead remediation workers. The Consolidated Plan calls for CDBG funding to be used to match the Lead and GHHI funding in order to make sure all buildings receiving lead funding also are made code compliant. The Choice Neighborhood Plan calls for the Tree Streets to "be lead free by 2043."

The plan calls for continued funding of a code enforcement position dedicated to the Target Area; as well as continued capitalization of residential loan programs for housing that serves low and moderate income households. The plan allows funding to continue to flow for demolition, but also suggests the city partner with the private sector to rehabilitate derelict properties that are salvageable. Support for construction of low/moderate income housing is also allowed.

## **Infrastructure**

The demographic and census data, as well as public meetings attended by landlords and tenants, note the prevalence of and deleterious effect blight has on neighborhoods. The plan calls for investment in infrastructure that will help combat blight and poor public services. Investment in goals articulated in the City's Comprehensive Plan, Riverfront Island Master Plan, and Downtown Neighborhood Action Plan are encouraged; as is using the funding to close gaps that will result in better implementation of the City's Complete Street Policy.

## **Stable and Diverse Mixed Income Neighborhoods**

Owner occupied housing accounts for 68% of the housing outside of the Target Area. The home ownership rate is only 15% in the Target Area. Owner occupancy of properties tends to increase stability, care taking, and pride in neighborhoods. Civic engagement tends to increase with owner occupancy. The plan calls for loan programs that are focused on 1-4 unit properties, which are more likely to be owned by owner occupants. Programs to assist with down payments and closing costs are encouraged. Cooperative housing, which is a form of home ownership that lowers the cost of entry and puts cooperative members in control of the condition and maintenance of their property, are eligible for funding under the city's housing programs. The plan encourages programs that will educate tenants and landlords about their rights and responsibilities.

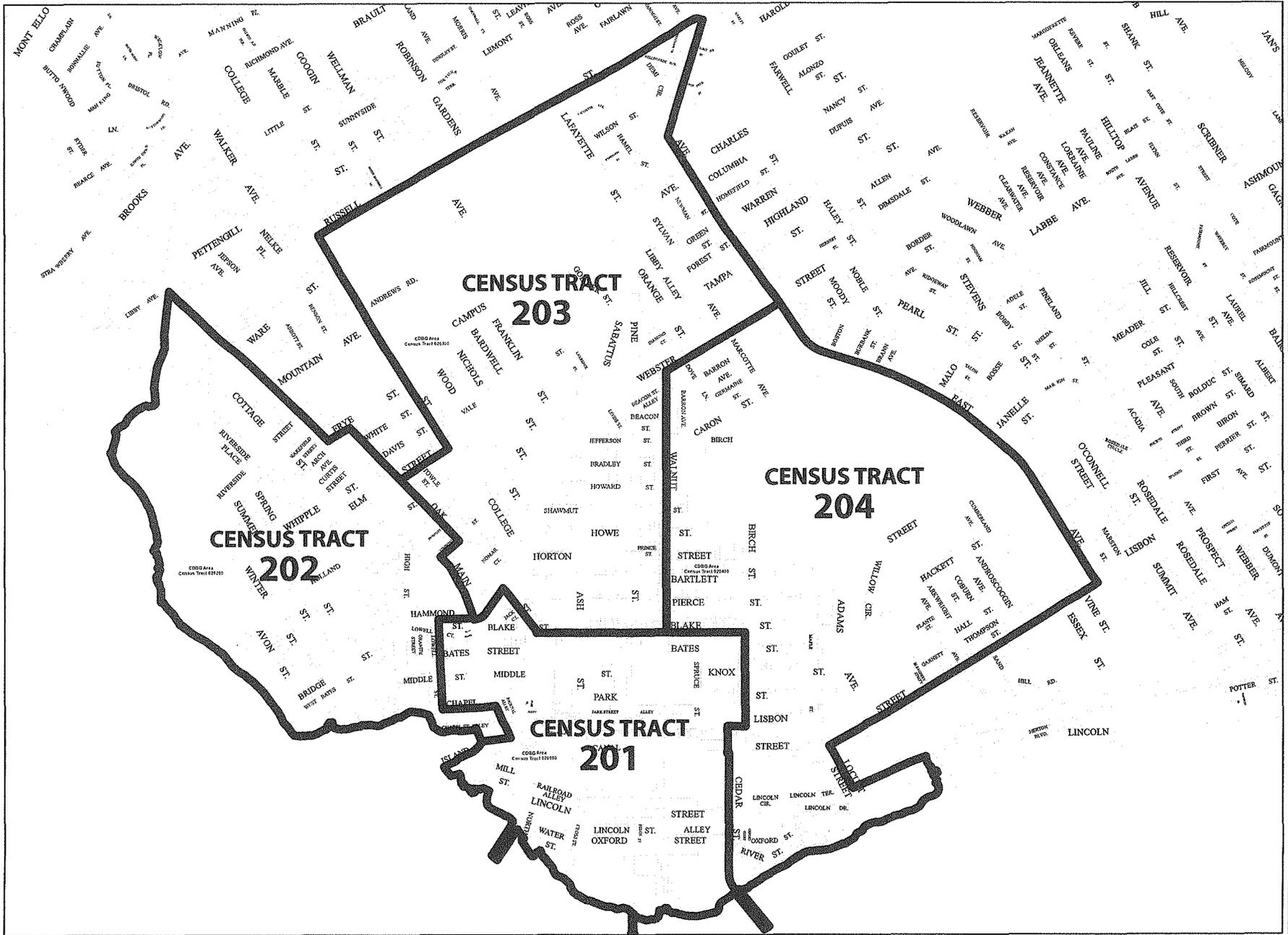
## **Fair Housing**

Federal law prohibits housing discrimination based on a person's race, color, national origin, religion, sex, familial status or disability. In 2019, City staff identified a lack of knowledge among both tenants and landlords as to their rights and responsibilities as one of the most serious fair housing issues in the community. The plan calls workshops to address the educational needs and distribution of materials on affordable housing and fair housing at conferences, workshops, and other public venues. Other identified fair housing issues include cost burden of renter-occupied units and lack of accessible units. The greatest number (46%) of housing discrimination complaints in Maine are based on disability. Almost sixty percent of residents in the CDBG Target Area (CT 201, 202, 203, 204) with the largest percentage of those experiencing a cognitive or ambulatory difficulty.

As noted early in this memo, public involvement is important to the development and approval of a Consolidated Plan that reflects the needs and desires of the community. More than 100 stakeholders have already been engaged in the plan development process through public meetings, surveys, other planning efforts and dialogue.

In addition to the public workshop being held on December 3<sup>rd</sup>, the Consolidated Plan was posted on the City's web site on November 21<sup>st</sup> at the address: <https://www.lewistonmaine.gov/DocumentCenter/View/10724/2020-2024-DRAFT-Consolidated-Plan>. Copies of the draft Consolidated Plan will be available for public review in the Economic and Community Development Department at City Hall (27 Pine Street, Lewiston) from 9:00 am – 3:00 pm Monday through Friday. The 30 day public comment period ends on December 21, 2019. Written comments on the Consolidated Plan should be directed to: Lincoln Jeffers, Director, Economic and Community Development, City Building, 27 Pine Street, Lewiston, ME 04240.

I look forward to further discussion with the council about the Consolidated Plan at the December 3<sup>rd</sup> workshop.



Map is provided by the City of Lewiston, Aerial Photography and Geographic Information Systems, and the Geographic Information Systems Department. The map is provided for informational purposes only. The City of Lewiston is not responsible for any errors or omissions on this map. The City of Lewiston is not responsible for any damages or losses resulting from the use of this map. The City of Lewiston is not responsible for any claims or lawsuits filed against the City of Lewiston or its officials, employees, or agents, in any capacity, arising out of or from the use of this map, or any claims or lawsuits filed against the City of Lewiston or its officials, employees, or agents, in any capacity, arising out of or from the use of this map, or any claims or lawsuits filed against the City of Lewiston or its officials, employees, or agents, in any capacity, arising out of or from the use of this map.

**CDBG  
Target Area**

Scale: 1" = 100'

**Lewiston  
Maine**

# Economic and Community Development

Lincoln Jeffers

Director



**To:** Honorable Mayor and Members of the City Council  
**From:** Lincoln Jeffers  
**RE:** **Public comments received on the 2020-2024 DRAFT Consolidated Plan**

**Date:** December 17, 2019

## Background

The 2020-2024 DRAFT Consolidated Plan (DRAFT Plan) was presented to the City Council during the December 10, 2019 council workshop. At the workshop, City Council members were made aware of the 30 day public comment period which ends on December 21, 2019, and advised that the public comments received would be presented during the December 17, 2019, Council meeting.

## Comments Received and Recommended Action

There were four comments as provided below with the action staff is recommending:

**Comment 1:** Incorporate into the DRAFT Plan a strategy that will "enable resident access to information about cleaning and resources to help clean including cleaning checklists for residents, information about how to rid households of bedbugs and roaches, and funding to help landlords treat."

**Recommended Action:** The first part of the comment is accepted and will be incorporated into the DRAFT Plan as examples of eligible CDBG funded activities in *Goal 1: Provide Essential Public Services*. Unfortunately, portion of the comment "funding to help landlords treat" the units in the property, is not an eligible activity under the CDBG program because it does not meet on the National Objectives. It will not be incorporated into the DRAFT Plan.

**Comment 2:** Encourage more owner occupied housing in 3-5 unit properties in the downtown by providing incentives for new homeowners.

**Recommended Action:** "Increase the number of owner occupied properties" is already incorporated in the DRAFT Plan; however, HUD has determined that CDBG funding can only be used to provide incentives for homeownership to new owners that

purchase single family housing with 1-4 units. Properties with 5 or more units are eligible to be rehabilitated under the Housing Rehabilitation Program. The comment regarding incentives for new owners to purchase 1-4 unit properties is accepted and already incorporated into the DRAFT Plan under *Goal 2: Provide Safe and Affordable Housing*. New owner occupied incentives for 5+ units is not accepted as written; however, rehabilitation funding for the larger properties is included in Goal 2.

**Comment 3:** The data in the DRAFT Plan seems to support the need at some time for the City to create a “public shelter” and if there is a grassroots/concerted effort can this type of strategy be included in the DRAFT Plan.

**Recommended Action:** A “public shelter” is open and available to homeless person regardless of religion, is typically run by a non-profit agency, and is funded through the Continuum of Care by the State of Maine as well as other donations. The shelter agrees to collect data on residents through a tracking system known as HMIS. The comment is acknowledged and the strategies in the DRAFT Plan are broad based and could support funding for bricks and mortar as support to a non-profit agency under *Goal 4: Public Facilities and infrastructure Improvements* and *Goal 1: Provide Essential Public Services*. City funds are limited.

**Comment 4:** Most residents in the downtown can be trusted to do the right thing and are responsible citizens.

**Recommended Action:** This comment is acknowledged and accepted.

## City of Lewiston 2020-2024 DRAFT Consolidated Plan

### I. Overview

The U.S. Department of Housing and Urban Development (HUD) provides annual grants on a formula basis to entitlement cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons.

As a result, HUD requires all jurisdictions receiving CDBG funding to identify and address community challenges by completing regular plans and reports to determine needs, priorities, goals, and strategies, that results in a funding strategy that addresses the community's needs. These plans are divided into three components: Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance Evaluation Report. The five (5) year Consolidated Plan (Con Plan) is the overarching document intended to bring big-picture goals and strategies for how to address community priorities. The Annual Action Plan (AAP) is a one year document that identifies specific projects and activities for funding. The Consolidated Annual Performance Evaluation Report (CAPER) is an annual report on the progress made on the projects and activities identified in the AAP and the Con Plan.

The City of Lewiston has been an entitlement community since 1974 when the Community Development Block Grant (CDBG) program was established, and the following document identifies the City's priority goals and strategies based on data collected for the community needs assessment and evaluated by the Citizens Advisory Committee (CAC) for inclusion in the City's 2020-2024 Con Plan.

The City has identified a high priority need for public services including homeless and special needs populations, affordable housing, economic opportunities, and infrastructure and public facilities. The goals and strategies align with other community plans including Legacy Lewiston (LL), Choice Neighborhood Transformation Plan (CNTN), EPA Environmental Justice Collaborative Problem Solving Grant (EPA-EJCPS), and Analysis of Impediments to Fair Housing Choice (AI).

The City has established the following goals to meet these needs:

**Goal 1: Provide essential public services to improve quality of life for individuals and families with low-moderate incomes, including special needs populations and those experiencing homelessness or at risk of becoming homeless.**

To meet this goal the City will fund non-profit agencies and organizations to support community members including the homeless, those at risk of being homeless and special needs populations with a variety of services that are inclusive for residents of all ethnic and cultural backgrounds.

**City of Lewiston**  
**2020-2024 DRAFT Consolidated Plan**

**Goal 2: Increase, maintain, and improve the supply of safe and affordable housing for individuals and families with extremely low to moderate incomes.**

To meet this goal, the City will fund affordable housing acquisition, historic rehabilitation, code enforcement, demolition of dilapidated structures with reconstruction, and homebuyer assistance. These activities will be carried out through the City’s rehabilitation programs with direct assistance to the homeowner or investor owner and nonprofit partnerships.

**Goal 3: Create economic opportunities for individuals and families with low-moderate incomes.**

To meet this goal, the City will fund businesses through its economic development programs directly to entrepreneurs wanting to establish their business, with extra support for transportation, child care; investors and business owners that want to rehabilitate, improve or expand their business, and match CDBG for brownfield redevelopment. The outcome of this goal is to create and retain jobs.

**Goal 4: Preserve and improve public facilities and infrastructure that serve low to moderate-income neighborhoods or special needs residents.**

To meet this goal, the City will fund infrastructure reconstruction, rehabilitation, to parks, streets, sidewalks, etc. in our target area. These activities will be carried out by the Public Works Department. Additionally, the City will fund activities relating to public facility rehabilitation and improvement. These activities will be carried out by non-profit owners/developers.

**II. Geographic Priorities – 91.415, 91.215(a)(1)**

**A. Geographic Priority Areas (Target area Maps)**

Target Area:  
Census Tracts 201,  
202, 203, and 204  
NRSA:  
Census Tracts 201,  
203, and 204  
Choice  
Neighborhood:  
Census Tracts 201,  
203, and 204



Map 1: Target Area Census Tracts (see appendix A)

**City of Lewiston**  
**2020-2024 DRAFT Consolidated Plan**

**B. General Allocation Priorities** (Describe the basis for allocating investments geographically)

As described in the Needs Assessment, the geography of the City includes an outer ring comprised of primarily of owner-occupied single family housing (Census Tracts (CT) 205-209) and an inner circle of very dense multifamily rental housing (CT 201-204). The majority of the funding received from CDBG goes into the Census Tracts 201-204, which are our lowest income neighborhoods and an area designated as the CDBG Target Area. New data indicates that Census Tract 202, while still considered in the CDBG Target area for this Consolidated Plan, is changing. It is comprised of a higher number of owner-occupied single family properties (1-4 units) than in the other census tracts and the median income is rising. It remains a qualified CT with over 51% of neighborhood residents considered low to moderate income. In February 2017, the City received a Choice Neighborhood Planning and Action Grant that identified Census Tracts of 201, 203, and 204 as the Choice Neighborhood. In 2018, following the boundaries identified in the Choice Neighborhood, HUD designated Census Tracts 201, 203, and 204 a Neighborhood Strategy Revitalization Area (NRSA).

The City intends to allocate 75% of its funding in the NRSA; 20% of its funding in Census Tract 202; and 5% of its funding city-wide to address housing needs of persons that are low to moderate income homeowners.

**III. Priority Needs – 91.415, 91.215(a)(2)** (Goals, Strategies and Data)

<b>1</b>	<b>Priority Need Name</b>	Provide Essential Public Services	
	<b>Priority Level</b>	High	
	<b>Population</b>	Children (17 and under) Young Adults (ages 18-24) Adults (ages 25-61) Elderly (age 62+) Veterans Persons living with HIV	Families with Children Persons with Disabilities Victims of Domestic Violence Persons Experiencing Homelessness Persons with Low/Extremely Low Incomes
	<b>Geographic Areas Affected</b>	Census Tracts 201, 202, 203, 204 City-wide	
	<b>Associated Goals</b>	<b>Provide essential public services to improve quality of life for individuals and families with low-moderate incomes, including special needs populations and those experiencing homelessness or at risk of becoming homeless.</b>	

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>Description</b>	<p>The following strategies will focus our funding priorities to the greatest community need. Some strategies align with other community plans including Legacy Lewiston (LL) and the Choice Neighborhood Transformation Plan (CNTP).</p> <p>Grow an environment that supports health and wellness among community members. <b>Goal 6, CNTP</b> (including, but not limited to, access to health services, centralize resources for homeless in a one-stop shop, access to quality and nutritious food, navigation services to persons experiencing homelessness or at-risk of becoming homeless)</p> <p>Expand gap funding for flexible low barrier loans/grants to support emergency needs in coordination with current community initiatives. (including, but not limited to, utility and security deposit)</p> <p>Grow individual education outcomes. <b>Goal 8, CNTP</b> (including, but not limited to, English language learning, early childhood, peer to peer education, job skills)</p> <p>Encourage agencies to coordinate services for persons experiencing homelessness. <b>(LL)</b></p> <p>Address barriers to safe, decent, affordable housing. (including, but not limited to, tenant education, landlord meetings)</p> <p>Support distribution of materials on affordable housing and fair housing at conferences, workshops, and other public venues.</p>
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**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>Basis for Relative Priority</b>	<p>1. Homelessness is a pervasive issue in Lewiston. Lewiston General Assistance has identified 169 persons experiencing homelessness, of whom 26% identify as chronically homeless. Lewiston Police Department has identified an additional 62 persons who had contact with law enforcement between January and October of 2019. These numbers only include adults experiencing homelessness. It is estimated there are 200 youth experiencing homelessness in Lewiston. Disparate services, as well as the invisible nature of the majority of the homeless population, make it difficult to provide consistent assistance and services to individuals experiencing homelessness or at risk of homelessness (see appendix for definition). Preventing homelessness requires more than additional shelter beds. It requires helping the individuals and families to find new permanent housing. Without a stable address, it is impossible for people to get to work regularly, stay healthy, or plan for the future. This is why the Lewiston Auburn Alliance for Homeless Services (LAASH) calls for a “housing first” (see appendix for definition) strategy that finds permanent housing for people as a first step towards making a better future.</p> <p>2. Only 21% of individuals over 25 within the target area have a degree beyond high school. Ten percent of individuals have less than a 9<sup>th</sup> grade education. Our target area also contains immigrants with advanced degrees, experience, and credentials which are not considered valid in the United States, as well as asylum seekers currently awaiting approval to work.</p> <p>3. The poverty rate for the City of Lewiston is 15.3%. In the target area, this is significantly higher, particularly for children. One third of children under 18 in Lewiston live in poverty. In the target area, over half of children under 18 live in poverty; Census Tracts 201 and 204 have under 18 poverty rates of over 70%.</p> <p>4. Twenty percent of Lewiston residents have a disability; in the CDBG Target Area (CT 201, 202, 203, 204) that number increases to 58%, with the largest percentage of those experiencing a cognitive or ambulatory difficult. The greatest number (46%) of housing discrimination complaints in Maine are based on disability.</p> <p>5. Cost burden is by far the most severe housing burden faced in Lewiston. Over one quarter (27%) of owners pay more than 30% of household income(HHI) to housing expenses, while 45% of renters pay more than 30% of income to housing expenses. Within the target area, 85% of units are renter occupied. Of renter occupied units in the downtown, 63% are cost burdened, paying over 30% of HHI to housing expenses. Of renter occupied units in the downtown, 63% are cost burdened. Forty-three percent are severely cost burdened, paying over 50% of their expenses to housing costs.</p> <p>6. Lewiston is home to more than 6000 immigrants and asylum seekers. The immigrant populations have been significantly undercounted in the Census; this affects the City data around language, poverty, and race. According to ACS data, 82% of Lewiston residents speak English only. Of the remaining 18% who speak a language other than English, 14% speak English very well, while 4% speak little English. The largest category of other languages spoken is “Other Indo-European” with the greatest number of speakers over the age of 65 (42% of the</p>
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**City of Lewiston**  
**2020-2024 DRAFT Consolidated Plan**

	<p>total speakers of a language other than English). Lewiston is home to an aging, French speaking Franco-American population who likely are the largest percentage of this age and language category. A large number of residents ages 18-64 also speak other Indo-European language (32% of total speakers of language other than English). Within this age category, are over 400 speakers of Spanish and 400 individuals who speak what is categorized as “other languages”, which includes Somali, Arabic, and most other African and American Indian languages. Of the population who speak a language other than English, only 7.4% are under the age of 18 (under age 5 is not counted); this percentage represents 1.4% of the total Lewiston population 5 and older only.</p> <p>7. Lack of access to childcare, insufficient transportation options, and lack of job training opportunities were identified in the CDBG Consolidated Plan Survey as significant barriers for Lewiston residents. By focusing outreach and financial support on agencies who plan to meet these needs, we can fill community gaps and provide greater economic opportunity. Discussions during the public meetings with the Citizens Advisory Council also revealed, in addition to child care, a paucity of options for daytime adult care.</p> <p>8. In Lewiston, 15% of families live under the poverty limit. In the CDBG target area, this percentage ranges from 28% to 47%. For children under age 18, these percentages increase significantly: 33% city-wide, 53%-76% in the CDBG Target Area. Within the CDBG Target area, between 21% and 37% of seniors (age 65+) live in poverty compared to 12% city-wide. Census Tracts 201 and 204 are recognized as having some of the highest concentrations in Maine of minority populations living in poverty. Within the CDBG Target area, 100% of American Indian families live in poverty. Census Tracts 201, 203, and 204 each have over 85% of people who identify as two or more races living in poverty. In Census Tract 201, 100% of Hispanic/Latino families live in poverty, while in 203 90% live in poverty. Census Tract 202 does not have a significant number of non-white individuals except those which identify as two or more races, 62.8% of whom live in poverty.</p> <p>9. Only 7 owner-occupied households are considered overcrowded (greater than 1 occupant per room) in the city of Lewiston, although it should be noted that all 7 are severely overcrowded (greater than 1.5 occupants per room). None of these owner-occupied units are within the CDBG Target Area. There are 156 units in the city which house between 1.01 and 1.5 occupants per room, which fits the definition of overcrowded, but not severely. Of the 156 overcrowded units 114 of them (73%) are renters within the Target Area. There are 96 severely overcrowded renter-occupied units city-wide; 63% of them are within the target area.</p>
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**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>2</b>	<b>Priority Need Name</b>	Safe and Affordable Housing	
	<b>Priority Level</b>	High	
	<b>Population</b>	Children (17 and under) Young Adults (ages 18-24) Adults (ages 25-61) Elderly (age 62+) Veterans Persons living with HIV	Families with Children Persons with Disabilities Victims of Domestic Violence Persons Experiencing Homelessness Persons with Low/Extremely Low Incomes
	<b>Geographic Areas Affected</b>	Census Tracts 201, 202, 203, 204 City-wide	
	<b>Associated Goals</b>	<b>Increase, maintain, and improve the supply of safe and affordable housing for individuals and families with extremely low to moderate incomes.</b>	
	<b>Description</b>	<p>The following strategies will focus our funding priorities to the greatest community need. Some strategies align with other community plans including Legacy Lewiston (LL) and the Choice Neighborhood Transformation Plan (CNTP).</p> <p>Increase the number of owner occupied properties. <b>5.1 (CNTP)</b></p> <p>Grow an inventory of safe, healthy, code compliant, and sustainable housing that provides housing choices for all. <b>Goal 4 (CNTP)</b></p> <p>Remove lead and eliminate incidents of childhood lead poisoning. <b>1.2 (CNTP)</b></p>	

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>Basis for Relative Priority</b>	<p>1. Within the target area, 85% of units are renter occupied. The Choice Neighborhood Transformation Plan (CNTP) identified that residents would like paths to ownership. Approximately half of land use in the target area contains 1 to 3 unit structures, creating viable opportunity for residents, with support, to invest within the community.</p> <p>2. Lead is a significant issue for families in Lewiston. The CNTP identified “Lead-free by 2043” as the number one goal and desire of the Choice Neighborhood, which encompasses three of the CDBG Target Area census tracts. Lewiston has 16,063 total housing units. Of these, 3,916 were built pre-1940 and 6,823 were built pre-1978. Within the target area, 93% of units were built pre-1980. The age of the housing stock, along with poor maintenance, significantly increases the likelihood that units contain lead hazards. Lewiston’s percentage of children diagnosed with elevated blood levels is 6.3%, more than twice the state percentage.</p> <p>3. With a rental vacancy rate of 3.6% and a home ownership vacancy rate of 0.5%, Lewiston is in need of increased housing opportunities. A number of vacant units exist in the upper floors of mixed-use buildings in the downtown commercial core. Vacant lots comprise 9% of the downtown land use, creating opportunities for infill projects of many types, including townhouses, duplexes, and triple decker structures.</p> <p>4. Only 35% of downtown buildings received a good or excellent rating in the Choice Neighborhood Transformation Plan’s Internal and External Building Condition assessment. The assessment was based on observational data as well as code violation and lead abatement data. Over one quarter of the buildings received a distressed or failing rating.</p> <p>5. Homelessness is a pervasive issue in Lewiston. Lewiston General Assistance has identified 169 persons experiencing homelessness, of whom 26% identify as chronically homeless. Lewiston Police Department has identified an additional 62 persons who had contact with law enforcement between January and October of 2019. These numbers only include adults experiencing homelessness. It is estimated there are 200 youth experiencing homelessness in Lewiston. Preventing homelessness requires helping the individuals and families to find new permanent housing. Without a stable address, it is impossible for people to get to work regularly, to stay healthy, or to plan for the future. This is why the Lewiston Auburn Alliance for Homeless Services (LAASH) calls for a “housing first” strategy that finds permanent housing for people as a first step towards making a better future. A number of groups have been identified as hard-to-house including, but not limited to, persons in re-entry from jail, persons in recovery or currently addicted, and persons listed on the sex offender registry.</p>

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>3</b>	<b>Priority Need Name</b>	Economic Development	
	<b>Priority Level</b>	High	
	<b>Population</b>	Children (17 and under) Young Adults (ages 18-24) Adults (ages 25-61) Elderly (age 62+) Veterans Persons living with HIV	Families with Children Persons with Disabilities Victims of Domestic Violence Persons Experiencing Homelessness Persons with Low/Extremely Low Incomes
	<b>Geographic Areas Affected</b>	Census Tracts 201, 202, 203, 204 City-wide	
	<b>Associated Goals</b>	<b>Create economic opportunities for individuals and families with low-moderate incomes.</b>	
	<b>Description</b>	<p>The following strategies will focus our funding priorities to the greatest community need. Some strategies align with other community plans including Legacy Lewiston (LL) and the Choice Neighborhood Transformation Plan (CNTP).</p> <p>Grow pathways to thrive and economic mobility for all. <b>Goal 9 (CNTP)</b> (build businesses to create new jobs, support small businesses startups and entrepreneurs, provide workforce training and education support, expand daycare services)</p> <p>Leverage CDBG funding to support redevelopment of Brownfield Sites.</p> <p>Invest in various types of commercial properties to reduce blight, support historic preservation, and partner with housing programs to create residential units on upper floors of mixed-use properties. Include broadband in building rehabilitation. <b>(CNTP and LL)</b></p>	

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>Basis for Relative Priority</b>	<p>1. Lack of access to childcare, insufficient transportation options, and lack of job opportunities were identified in the CDBG Consolidated Plan Survey as the most significant barriers to economic opportunity for Lewiston residents. By focusing outreach and financial support on businesses and entrepreneurs who plan to meet these needs, we can fill community gaps and provide economic opportunity through job creation.</p> <p>2. The City recently received \$500,000 in EPA Brownfield Clean Up dollars, specifically to be used for the clean-up of Bates Weave Shed (Mill #5). The City of Lewiston acquired the Bates Mill Complex for non-payment of taxes by the Bates Manufacturing Company in 1997. Since taking ownership of the complex, the city has received more than \$2.6 million in EPA Brownfield Clean up dollars. By partnering the EPA grants with CDBG funds and private investment, the buildings have been redeveloped for office, restaurant, and residential uses. The total real and personal property valuation in the complex generates over one million in annual property tax revenue (\$1,038,994). More than 1000 people work in the complex. Bates Mill #5 is the last of the buildings to be redeveloped.</p> <p>3. With a rental vacancy rate of 3.6% and a home ownership vacancy rate of 0.5%, Lewiston is in need of increased housing opportunities. A number of vacant units exist in the upper floors of mixed-use buildings in the downtown commercial core. By investing in mixed-use buildings with CDBG funds, both economic and housing opportunities can be created, allowing residents to live closer to where they work.</p>	
4	<b>Priority Need Name</b>	
	Public Facilities and Infrastructure	
	<b>Priority Level</b>	
	Low	
	<b>Population</b>	
	Children (17 and under)	Families with Children
	Young Adults (ages 18-24)	Persons with Disabilities
	Adults (ages 25-61)	Victims of Domestic Violence
	Elderly (age 62+)	Persons Experiencing Homelessness
	Veterans	Persons with Low/Extremely Low Incomes
	Persons living with HIV	
	<b>Geographic Areas Affected</b>	
	Census Tracts 201, 202, 203, 204 City-wide	
	<b>Associated Goals</b>	
	<b>Preserve and improve public facilities and infrastructure that serve low to moderate-income neighborhoods or special needs residents.</b>	

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>Description</b>	<p>The following strategies will focus our funding priorities to the greatest community need. Some strategies align with other community plans including Legacy Lewiston (LL) and the Choice Neighborhood Transformation Plan (CNTP).</p> <p>Provide safe, warm and welcoming spaces in all seasons for those experiencing homelessness <b>6.3 (CNTP)</b></p> <p>Improve key connections to, from, and within the neighborhood to other city assets <b>2.3d (CNTP)</b> (sidewalks, park improvements, buses, signage)</p> <p>Expand public access to broadband (<b>CNTP and LL</b>)</p> <p>Provide construction funding for public facilities that serve at least 51% low-moderate income or special needs persons.</p>
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**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>Basis for Relative Priority</b>	<p>1. Insufficient public transportation, inaccessible or missing sidewalks, and park safety were identified in the CDBG Consolidated Plan Survey as the most significant infrastructure barriers for Lewiston residents.</p> <p>2. Twenty percent of Lewiston residents have a disability; in the CDBG Target Area (CT 201, 202, 203, 204) that number increases to 58%, with a significant percentage experiencing a cognitive or ambulatory difficult. Many of the persons with ambulatory difficulties are unable to use the sidewalks, particularly in the winter, to access basic needs such as food and health care. The Lewiston Public School system bussing policy states that children in grades K-6 who live within one mile of their school are expected to walk. That increases to 1.25 miles for high school students. Several of the major routes to these schools lack sidewalks.</p> <p>3. Seventy-five percent of households in Lewiston have a broadband subscription. Within the target area, only CT 202 has a higher percentage of households with a broadband subscription than the City as a whole. In census tract 201, less than half of the households have access to broadband.</p> <p>4. A large number of low-barrier jobs are available outside of the downtown. The bus routes are not sufficient to meet this need, particularly for those who work weekends or 2<sup>nd</sup> and 3<sup>rd</sup> shifts.</p> <p>5. Homelessness is a pervasive issue in Lewiston. Lewiston General Assistance has identified 169 persons experiencing homelessness, of whom 26% identify as chronically homeless. Lewiston Police Department has identified an additional 62 persons who had contact with law enforcement between January and October of 2019. These numbers only include adults experiencing homelessness. It is estimated there are 200 youth experiencing homelessness in Lewiston. Preventing homelessness requires helping the individuals and families to find new permanent housing. Without a stable address, it is impossible for people to get to work regularly, to stay healthy, or to plan for the future. This is why the Lewiston Auburn Alliance for Homeless Services (LAASH) calls for a “housing first” strategy that finds permanent housing for people as a first step towards making a better future. A number of groups have been identified as hard-to-house including, but not limited to, persons in re-entry, persons in recovery or currently addicted, and persons listed on the sex offender registry.</p>
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**IV. Anticipated Resources – 91.420(b), 91.215 (a)(4), 91.220(c)(1,2)**

Program	Uses of Funds	Expected Amount Available Year 1		
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**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

	Source of Funds		Annual Allocation \$	Program Income \$	Prior Year Resources \$	Total \$	Expected amount Available Remainder Con Plan	Narrative Description
CDBG	Federal	Admin & Planning Housing Public Services Public Infrastructure & facilities Economic Development	Estimated \$890,000		Estimated \$100,000	Estimated \$990,000	Estimated \$3.56 M	Includes Entitlement, Projected Program Income and Carryover from prior year
Other	Revolving Loan Fund (RLF)	Housing and Economic Development Loans		Estimated \$185,000	Estimated \$610,000	Estimated \$795,000	Estimated \$3.18M	RLF recapitalized by return of principal from loans

**A. Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City has experienced cuts in its allocation over the recent past and recognizes that its funding is not sufficient to address all of the priority needs. The City maximizes match and leverage by combining programs and partnering with entities that receive state, federal and local funding. In its economic development and housing programs, a match is required for investor owners and CDBG funding is used to only fund the gap. The City's commercial lending program requires a 50/50 private match and the City's housing program requires a 10% match from investor owners.

**B. Describe publically owned land or property located within the Jurisdiction may be used to address the needs identified in the plan**

Vacant lots comprise 9% of downtown land use, creating opportunities for infill projects of all types including townhouses, duplexes, and triple decker structures. The intention is to convey the parcels at a reduced cost to non-profit housing developers to create mixed income housing.

**V. Institutional Delivery Structure – 91.415, 91.215(k)**

**A. Explain the institutional structure which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.**

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

<b>Responsible Entity</b>	<b>Responsible Entity Type</b>	<b>Role</b>	<b>Geographic Area Served</b>
City of Lewiston Economic and Community Development; Department, Public Works; Finance Department; Social Services; Code and Planning Department	Government	Non-homeless special needs Economic development homelessness planning ownership rental neighborhood improvements public services public facilities	Jurisdiction
Lewiston Housing Authority	PHA	Public Housing Rental non-profit developer	Jurisdiction
MAINE STATE HOUSING AUTHORITY	PHA	Public Housing Rental	State
COMMUNITY CONCEPTS, INC.	Non-profit organization CAP Agency	Ownership Rental non homeless services	Lewiston-Auburn
COASTAL ENTERPRISES, INC.	Developer	Ownership Rental	Jurisdiction
Androscoggin Valley Council of Governments	Regional organization	Non-homeless special needs	Region
Raise Op Housing Cooperative	Non-profit Housing Developer	Ownership	Jurisdiction
Lewiston Auburn Alliance for Services to the Homeless	Other	Homelessness	Lewiston-Auburn
Social Agencies	Non-profit organizations	Public services Homeless special needs	Lewiston-Auburn
Maine Continuum of Care c/o MSHA	Other	Homeless	State
DHHS-CDC	Government	Assessment and identification of children with eblls	State
Maine Department of Labor	Government	Services, Education, Employment Disabilities	State
Community Clinical Services	Non-profit Health organizations	Non-homeless, homeless special needs	Jurisdiction

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

Western Maine Community Action	CAP Agency –Other Governmental	Transportation	Lewiston-Auburn
Healthy Neighborhoods	Grass Root	Services, non-homeless special needs, planning food access	Lewiston

**B. Assess Strengths and Gaps in the Institutional Delivery System**

The delivery system is well-coordinated and organized. The organizations listed above as well as many other non-profit, governmental and quasi-governmental agencies work together to provide a comprehensive array of services in the City. The City and the non-profits work closely together to foster collaboration and improve the existing services. Unfortunately these services are not sufficient in addressing the amount of need in the community, especially the growing population of homeless individuals and families. There is a shortage of services, such as emergency housing, due to the lack of funding. There is no public shelter located in Lewiston-Auburn that receives funding from the State of Maine Continuum of Care. There has been a decline in funding available due to cuts to the City, Counties and State. Additionally, there is an increase in administrative burden to meet public and private sector requirements. The following section will provide more detail on the strengths and gaps in the delivery system and ways in which the community intends to address these gaps.

**C. Availability of services targeted to homeless persons and persons with HIV and mainstream services**

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance			
Rental Assistance	X	X	
Utilities Assistance			
<b>Street Outreach Services</b>			
Law Enforcement	X	X	
Mobile clinics			
Other Street Outreach Services	X	X	
Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

Supportive Services			
Alcohol & Drug Use	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS			
Mental Health Counseling	X	X	
Transportation	X	X	
<b>Homelessness Prevention Services</b>	<b>Available in the Community</b>	<b>Targeted to Homeless</b>	<b>Targeted to People with HIV</b>
Other			
Other			
Navigator Services		X	

**D. Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

The Lewiston Auburn Alliance for Services to the Homeless (LAASH) works to improve access to services and housing for persons who are homeless or at risk, shares information and strengthens cooperation among local agencies and homeless providers, identifies gaps in services, increases public awareness about homeless issues, and seeks funding to service the homeless and at-risk. On June 5, 2019, a convening of homeless persons, advocates, service providers, policy makers identified a lack of centralized services as a barrier toward serving persons experiencing homelessness or those at risk of homelessness.

**E. Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

The Lewiston Auburn 10 Year Plan to End Homelessness identified difficulty locating assistance and navigating services (including for health, mental health, employment, and housing) as a problem for homeless persons, particularly for families and domestic violence survivors.

Homeless service providers describe the challenge of keeping people housed, and the need for case management to help with jobs, budgets and basic needs. For persons without a mental health or disability diagnosis, supportive services can be difficult to access unless there is a crisis.

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

On June 5, 2019, a convening of homeless persons, advocates, service providers, policy makers identified a lack of centralized services as a barrier toward serving persons experiencing homelessness or those at risk of homelessness.

**F. Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

Preventing homelessness requires more than additional shelter beds. It requires help for people to get their lives together and to connect with jobs, as is described in the recommendations with regard to poverty above. It also requires helping the individuals and families to find new permanent housing. Without a stable address, it is impossible for people to get to work regularly, stay healthy, or

plan for the future. This is why the Lewiston Auburn Alliance for Homeless Services (LAASH) calls for a “housing first” strategy that finds permanent housing for people as a first step towards making a better future. Additionally, LAASH called for the creation of a warming center to serve as a hub for resource provision and services.

**VI. Goals – 91.415, 91.215(a)(4)**

**A. Goal Summary Information**

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
	Provide Essential Services Fair Housing	2020	2024	Non-Housing Community Development	Census Tracts 201, 202, 203, and 204, and Citywide	Public Services	CDBG	Public services activities other than L/M Housing Benefit: 2,500 persons assisted Homelessness Prevention 1,000 persons assisted Public services activities for L/M Income Housing Benefit 50 households assisted Tenant Based Rental Assistance (Emergency) 10 Households assisted Fair housing outreach & education for renters and owners 500 persons
	Increase, Maintain & Improve Affordable Housing	2020	2024	Affordable Housing	Census Tracts 201, 202, 203, and 204, and Citywide	Affordable Housing	CDBG & RLF	Rental Housing Rehabilitated 300 units Owner housing Rehabilitated 250 units Direct assistance to Homebuyers 5 households assisted Dilapidated/derelict housing demolished 2 buildings Housing Code enforcement 250 Housing Units
	Create Economic Opportunities	2020	2024	Economic Development Slum Blight	Census Tracts 201, 202, 203, and 204, and Citywide	Economic Development Non-housing	CDBG	Jobs Created or Retained 5 jobs Façade treatment/commercial building rehab 5 businesses assisted Brownfield remediated 5 acres remediated

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

	Public Facilities and Infrastructure	2020	2024	Public facilities and infrastructure improvements	Census Tracts 201, 202, 203, and 204, and Citywide	Public Facilities Improvements	CDBG	Public Facility for L/M Housing Benefit 10 households assisted Public facility other than L/M Housing Benefit 500 persons assisted Infrastructure improvement projects – 8 projects
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**B. Goal Descriptions**

**Goal 1: Provide essential public services to improve quality of life for individuals and families with low-moderate incomes, including special needs populations and those experiencing homelessness or at risk of becoming homeless.**

- Grow an environment that supports health and wellness among community members. **Goal 6** (including, access to health services, centralize resources for homeless in a one-stop shop quality and nutritious food, expand navigation services to persons that at-risk of becoming homeless)
- Expand gap funding for flexible low barrier loans/grants to support emergency needs in coordination with current community initiatives. (including utility and security deposit)
- Grow individual education outcomes. **Goal 8** (English language learning, early childhood, peer to peer education, job skills)
- Encourage agencies to coordinate services for persons experiencing homelessness.
- Address barriers to safe, decent, affordable housing. (tenant education, landlord meetings)
- Support distribution of materials on affordable housing and fair housing at conferences, workshops, and other public venues.

**Goal Outcomes/Indicators:**

- **Public Services other than Low/Moderate housing benefit - 2,500 persons assisted**
- **Homeless Prevention – 1,000 persons assisted**
- **Public Services for Low/Moderate Income Housing Benefit – 50 households assisted**
- **Tenant Based Rental Assistance (Emergency gap funding) – 10 households assisted**
- **Fair housing outreach and education for renters and owners – 500 persons assisted**

**Goal 2: Increase, maintain, and improve the supply of safe and affordable housing for individuals and families with extremely low to moderate incomes.**

**City of Lewiston**  
**2020-2024 DRAFT Consolidated Plan**

- Grow an inventory of safe, healthy, code compliant, and sustainable housing that provides housing choices for all. **Goal 4**
- Increase the number of owner occupied properties. **5.1**
- Remove lead and eliminate incidents of childhood lead poisoning. **1.2**

**Goal Outcomes/Indicators:**

- **Rental housing rehabilitated (includes lead hazard control)– 300 housing units**
- **Owner housing rehabilitated (includes lead hazard control and weatherization) – 250 housing units**
- **Direct assistance to homebuyers – 5 households assisted**
- **Dilapidated/derelict housing demolished – 2 buildings demolished**
- **Code enforcement with rehab – 250 housing units**

**Goal 3: Create economic opportunities for individuals and families with low-moderate incomes.**

- Grow pathways to thrive and economic mobility for all. **Goal 9** (build businesses to create new jobs, support small businesses startups and entrepreneurs, provide workforce training and education support, expand daycare services)
- Leverage CDBG funding to support redevelopment of Brownfield Sites.
- Invest in various types of commercial properties to reduce blight and partner with housing programs to create residential units on upper floors of mixed-use properties.

**Goal Outcomes/Indicators:**

- **Jobs created or retained – 5 jobs**
- **Façade treatment/commercial rehabilitation – 5 businesses assisted**
- **Brownfields remediated – 5 acres remediated**

**Goal 4: Preserve and improve public facilities and infrastructure that serve low to moderate-income neighborhoods or special needs residents.**

- Provide safe, warm and welcoming spaces in all seasons for those experiencing homelessness **6.3**
- Improve key connections to, from, and within the neighborhood to other city assets **2.3d** (sidewalks, park improvements, buses, signage)
- Expand public access to broadband (**comp plan & choice**)
- Provide construction funding for public facilities that serve at least 51% low to moderate income or special needs persons.

**Goal Outcomes/Indicators:**

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

- **Public facility for L/M Housing benefit – 10 households assisted**
- **Public facility other than L/M housing benefit –500 persons assisted**
- **Infrastructure improvement – 8 projects assisted**

**C. Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

The City of Lewiston intends to serve 3,500 households. Based on past experience certain programs serve residents who are considered to be extremely low income while other programs and services lend themselves to persons in the higher income category. Based on this information and knowledge of the program participants, the City anticipates the following:

Extremely low income households expected to be served: 1,400 or 40%

Low income households expected to be served: 1,225 or 35%

Moderate income households expected to be served: 875 or 25%

**VII. Lead-based Paint Hazards - 91.415, 91.215(i)**

**A. Actions to address LBP hazards and increase access to housing without LBP hazards**

Old housing has a greater likelihood of having lead paint. Lead poisoning is the leading health risk for children in Lewiston. Lewiston has 16,063 total housing units. Of these, 3,916 were built pre-1940 and 6,823 were built pre-1978. Within the target area, 93% of units were built pre-1980. The age of the housing stock, along with poor maintenance, significantly increases the likelihood that units contain lead hazards. Lewiston's percentage of children diagnosed with elevated blood levels is 6.3%, more than twice the state percentage. The City received a \$5.2 million (\$600,000 is Healthy Homes) Lead Hazard Control and Healthy Home grant which will require a local lead grant match into each unit from CDBG estimated at \$122,750 annually. The actual level of CDBG match required may vary as the grant funds are disbursed and the count of units made lead safe and healthy in Lewiston are known.

**B. How are the actions listed above integrated into housing policies and procedures?**

The past lead grant practice created units that were considered lead-safe by encapsulating or scraping and painting affected areas. The lead remained in the unit, creating a risk of exposure if the surface was disturbed. Going forward, within the target area, efforts will be made to, as much as is reasonable, incorporate lead-free rehabilitation into lead abatement properties. Beginning in July 2020, all children ages one and two will be screened for elevated blood levels.

**City of Lewiston**  
**2020-2024 DRAFT Consolidated Plan**

This may help identify areas of concern, allowing the unit to be remediated before a child reaches blood levels at which the child would be considered poisoned. In order to meet this increased need, the City will provide RRP training, State Lead Worker Certification, and Worker Protection to contractors and Section 3 residents living in Lewiston to build contractor capacity. Additionally, efforts will be made to replace old, deteriorating housing stock with lead-free, modern housing stock on currently vacant lots.

***Anti-Poverty Strategy - 91.415, 91.215(j)***

**A. Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

In Lewiston, 15% of families live under the poverty limit. In the CDBG target area, this percentage ranges from 28% to 47%. For children under age 18, these percentages increase significantly: 33% city-wide, 53%-76% in the CDBG Target Area. Within the CDBG Target Area, between 21% and 37% of seniors (age 65+) live in poverty compared to 12% of seniors city-wide. Census Tracts 201 and 204 are recognized as having some of the highest concentrations in Maine of minority populations living in poverty. Within the CDBG Target Area, 100% of American Indian families live in poverty. Census Tracts 201, 203, and 204 each have over 85% of people who identify as two or more races living in poverty. In Census tract 201, 100% of Hispanic/Latino families live in poverty, while in 203 90% live in poverty. Census tract 202 does not have a significant number of non-white individuals except those which identify as two or more races, 62.8% of whom live in poverty. The following goals, programs, policies, and strategies will focus our funding priorities to the greatest community need. Some strategies align with other community plans including Legacy Lewiston (LL) and the Choice Neighborhood Transformation Plan (CNTP).

**Goal: Provide essential public services to improve quality of life for individuals and families with low-moderate incomes, including special needs populations and those experiencing homelessness or at risk of becoming homeless.**

By supporting the educational and job training efforts in our community, we will assist families with low-incomes in gaining skills and knowledge that can increase their economic well-being.

- Grow an environment that supports health and wellness among community members. **Goal 6, CNTP** (including, access to health services, centralize resources for homeless in a one-stop shop, provide quality and nutritious food, expand navigation services to persons that are at-risk of becoming homeless)
- Expand gap funding for flexible low barrier loans/grants to support emergency needs in coordination with current community initiatives. (including utility and security deposit)
- Grow individual education outcomes. **Goal 8, CNTP** (English language learning, early childhood, peer to peer education, job skills)

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

- Encourage agencies to coordinate services for persons experiencing homelessness. (LL)

**Goal: Create economic opportunities for individuals and families with low-moderate incomes.**

Lack of access to childcare, insufficient transportation options, and lack of job opportunities were identified in the CDBG Consolidated Plan Survey as the most significant barriers to economic opportunity for Lewiston residents. By focusing outreach and financial support on businesses and entrepreneurs who plan to meet these needs, we can fill community gaps and provide economic opportunity through job creation. The City’s Microenterprise program will help individuals to gain capacity, skills, and materials to start or grow a business that creates jobs for people with low-incomes. We will specifically target our outreach strategies toward individuals who may want to start a business that will address a childcare or transportation need, or will start a business that will employ individuals with low incomes.

**B. How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

The City will partner with Lewiston Housing Authority to provide information about job training opportunities, available services, and the microenterprise program to public housing residents. The City will also partner with neighborhood organizations including, but not limited to, Healthy Androscoggin, Community Concepts, Community Credit Union, and Healthy Neighborhoods to reach out to current Target Area residents about funds available to help with housing rehabilitation, rental assistance, and homeownership assistance.

**VIII. Monitoring – 91.230**

**A. Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The Director, Community Development Coordinator, and the Grants Accountant monitor the activities funded under the Consolidated Plan as follows:

- A Sub-recipient Agreement is executed with all entities approved for funding. The agreement is in compliance with 2CFR and includes all applicable regulations.
- During the pre-application phase, training sessions are mandatory and include the requirements of the program, frequency of reporting, outcome measures, and other requirements as applicable.
- A desk audit is performed by the Grants Accountant at each draw to make sure that the supporting documents are submitted with the draw. The Community Development Coordinator

**City of Lewiston**  
**2020-2024 DRAFT Consolidated Plan**

reviews each report to make sure that income and race and ethnicity data is provided.

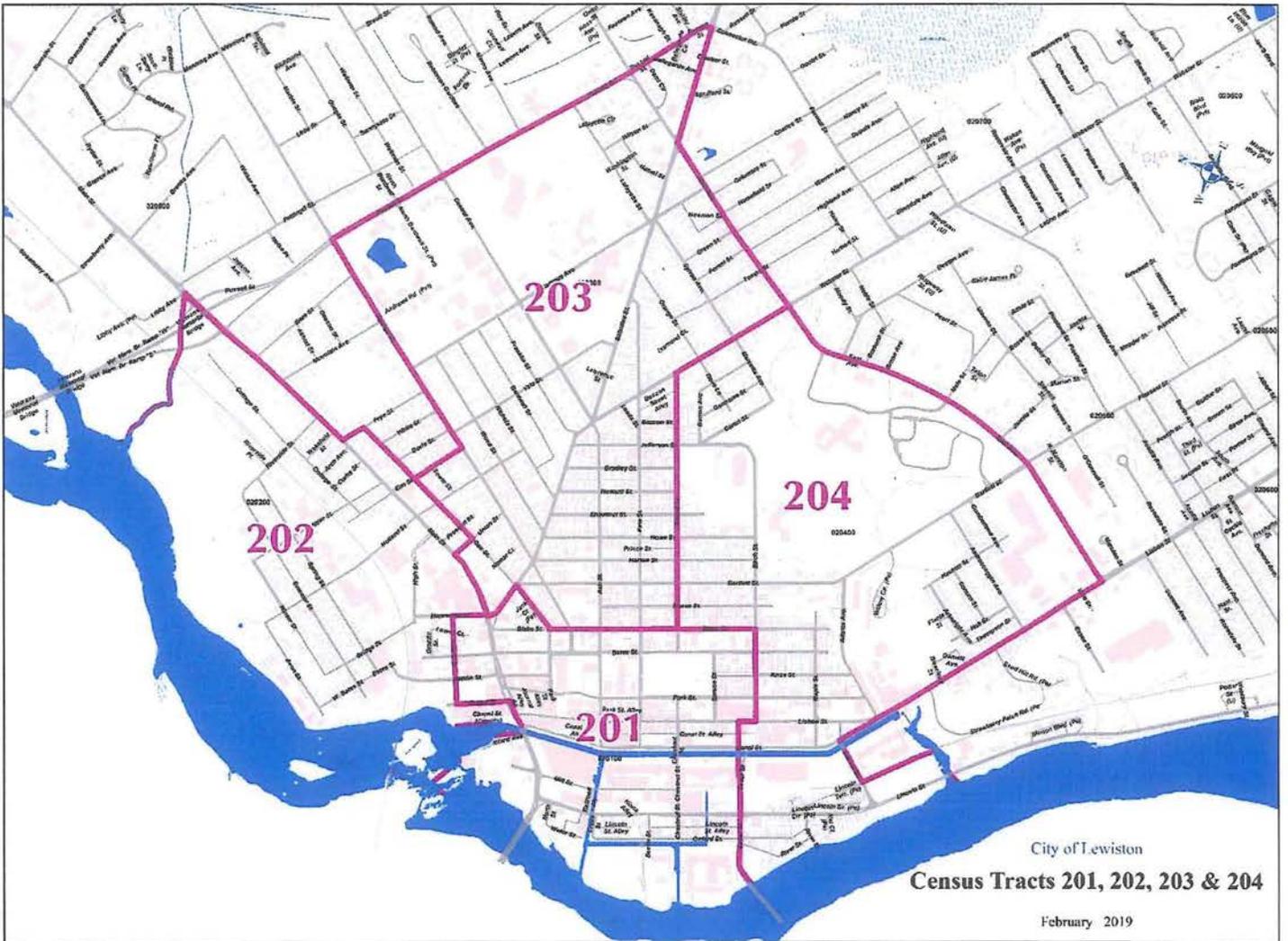
- The Administrative Assistant documents insurance and continued residency data on an annual basis.
- At least quarterly activities are reviewed to ensure compliance and that the reporting reflects the goals and objectives of the Con Plan.
- At least quarterly, City staff run periodic performance reports in IDIS to monitor funded activities.
- The Community Development Coordinator and Grants Accountant conduct periodic site visits for sub-recipients and contractors to ensure compliance. Each program identifies the frequency of the visit.

For CDBG activities conducted with other City Departments, an Interdepartmental Agreement is executed to delineate roles and responsibilities of each department. City staff follow a City adopted procurement policy that identifies the cross cutting regulations, minority business outreach, etc. On all bid procured activities, CDBG staff provide the HUD required language and wage rates for the bid package. The City maintains a log of names and addresses of contact persons in our Ethnic-based Community Organizations and state registered Women, Disabled, -and Minority Business Enterprises to make sure that they are included in the notifications from the City. The City is in the process of updating its Section 3 policies and procedures and have hired a consultant to help create HUD compliant policies and procedures.

**City of Lewiston  
2020-2024 DRAFT Consolidated Plan**

**Appendix A: Maps**

**Map 1: Target Area Census Tracts**



# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2019

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

**SUBJECT:** Order, Authorizing the Installation of a Temporary "Hopeful" Sign on the North Façade of Bates Mill 5.

**INFORMATION:**

The City has been approached by artist Charles Hewitt and Tom Platz, the developer who currently has an option to purchase Bates Mill 5, with a request that we grant permission to allow them to temporarily install a piece of public art on the North façade of the mill. The only requirement on the City is to grant permission; all other costs will be borne by private parties. A picture of the proposed installation is attached.

Mr. Hewitt and Mr. Platz appeared before the Council during the December 10<sup>th</sup> workshop to present their request, which was well received.

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

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

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To approve the Order, Authorizing the Installation of a Temporary "Hopeful" Sign on the North Façade of Bates Mill 5.



CITY OF LEWISTON, MAINE

December 17, 2019

COUNCIL ORDER

**Order,** Authorizing the Installation of a Temporary "Hopeful" Sign on the North Façade of Bates Mill 5.

Whereas, the City has been approached with a request to allow a temporary art installation on the North façade of Bates Mill 5; and

Whereas, the costs of this project will not fall to the City; and

Whereas, the City is supportive of public art as an amenity that adds to the vitality of our community;

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

The installation of a temporary "Hopeful" sign on the North façade of Bates Mill 5 is hereby approved and the City Administrator is authorized to execute the necessary agreements to allow this project to proceed.



## EXECUTIVE DEPARTMENT

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

December 18, 2019

Tom Platz, Manager  
Bates Mill, LLC  
Address  
Address

Dear Tom,

This letter confirms that the City of Lewiston (the "City") will permit Bates Mill, LLC ("you" or "your") and your vendor, NeoCraft Signs and its employees, to access the Bates Mill 5 Building (the "Property") for the sole purpose of installing on the north façade of the Property a temporary sign approved by the City via a December 17, 2019 City Council meeting, subject to the following terms and conditions.

The cost of the sign and its installation is solely your responsibility; the City shall bear no costs. NeoCraft Signs and its employees and workers who perform the installation are your invitees and not invitees of the City. The City can revoke this permission at any time upon notice, and you and your invitees shall vacate the Property immediately upon notification.

All property and materials belonging to you and your invitees that is brought onto the Property shall be at your risk and that of such other persons only, and the City shall not be liable for any damage to, or theft or misappropriation of, such property and materials, provided, however, that should you or your invitee fail to remove such property or materials at the conclusion of the installation activities, it may be disposed of by the City without obligation to you or such other persons, and you shall promptly reimburse the City for any costs it incurs in so doing.

You release the City from any responsibility and liability for any injuries, claims, or losses, including those that result in death or property damage, arising from the installation activities. You shall indemnify, defend, and hold harmless the City and the Property from and against any and all losses and liabilities (including reasonable attorneys' fees) whatsoever on account of any injury to or death of any person, or any loss or damage to any property, including theft, arising from or out of these activities, or arising from or in connection with any other act or omission by you or your invitees. Bates Mill, LLC shall insure the indemnity contained in this paragraph, and shall include the City as an additional insured on its Commercial General Liability insurance ("CGL"), which shall have minimum coverage of \$2,000,000 per occurrence.

In addition, NeoCraft Signs must purchase, and at all times while NeoCraft Signs is on the Property for purposes of or related to installation of the sign must maintain, CGL and Automobile Liability insurance each with minimum coverages of \$2,000,000 per occurrence, and worker's compensation insurance as required by Maine law. The CGL policy must name the City

(W6790167.1)

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Email: [ebarrett@lewistonmaine.gov](mailto:ebarrett@lewistonmaine.gov) • [ddauteuil@lewistonmaine.gov](mailto:ddauteuil@lewistonmaine.gov)

Web Page: [www.lewistonmaine.gov](http://www.lewistonmaine.gov)

as an additional insured. Before NeoCraft Signs enters the Property you must provide the City with a certificate of insurance from NeoCraft Signs evidencing such coverage.

Please confirm your agreement with the terms contained in this letter by signing the enclosed copy and returning it to my attention in the enclosed envelope, and call if you have any questions.

Sincerely,

The City of Lewiston

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By: Edward A. Barrett  
Its: City Administrator

Seen and agreed to on December \_\_\_\_, 2019

Bates Mill, LLC

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By: Tom Platz  
Its: Manager

# LEWISTON CITY COUNCIL

## MEETING OF DECEMBER 17, 2019

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Order Authorizing execution of a Municipal Quitclaim Deed for Real Estate located at 367 East Avenue.

**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 367 East Avenue. 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.

*EAB/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 367 East Avenue.



**CITY OF LEWISTON, MAINE**

**December 17, 2019**

**COUNCIL ORDER**

**Order,** Authorizing Execution of a Municipal Quitclaim Deed – Real Estate Located at 367 East Avenue.

**WHEREAS,** the owner, Christopher M. Bain, failed to pay his bills on a timely basis for 367 East Avenue (Tax Map 146, Lot 065, Parcel 00-006447); and

**WHEREAS,** a tax lien was filed on June 16, 2016 (Book 9386 Page 38) and matured on December 16, 2017 in the amount of \$2,321.68; and

**WHEREAS,** a tax lien was filed on June 14, 2017 (Book 9616 Page 21) and matured on December 14, 2018 in the amount of \$2,338.12; and

**WHEREAS,** payment was received in full totaling \$4,659.80;

**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 367 East Avenue to the owner.