

**CITY OF LEWISTON  
PLANNING BOARD MEETING  
MINUTES for April 25, 2000 - Page 1 of 10**

**I. ROLL CALL:**

This meeting was called to order at 7:06 p.m. and chaired by Tom Peters and Dennis Mason.

**Members In Attendance:** Muriel Minkowsky, John Cole, Dennis Mason, Tom Peters, Lewis Zidle, and Mark Paradis.

**Staff Present:** Gil Arsenault, Deputy Development Director; James Lysen, Planning Director; James Fortune, Planning Coordinator; and Doreen Asselin, Administrative Secretary.

**Member Absent:** Rob Robbins.

**II. READING OF THE MINUTES:** *Draft of the Minutes from the 04/11/00 Planning Board Meeting.*

The following changes were made to the minutes, by **Dennis Mason:**

- On Page No. 3 under V. Other Business, A. New Business, Item No. 1, third paragraph, delete the words, "audience present" and replace those words to read, "public comment".
- On Page No. 4, Item No. 3, second paragraph, the last sentence shall read, "Tom Peters said that the Planning Board needs to make a decision on how they are to approach sale and acquisition and what are going to be the guidelines."
- On Page No. 6, first paragraph, third sentence, delete the word, "lead" in both places after Item No. 1 and Item No. 2, and replace with the word, "code". Also, at the end of the same sentence add the words, "not covered in the LCIP".

The following change was made to the minutes, by **Mark Paradis:**

- On Page No. 10, third paragraph, delete the word, "made" and replace with the word, "entertained".

**Lewis Zidle arrived at this meeting at 7:13 p.m.**

The following changes were made to the minutes, by **Muriel Minkowsky:**

- On Page No. 4, Item No. 3, second paragraph, eighth sentence, delete the entire sentence and replace with, "As of now, everything does come before the Planning Board with regards to the sale and acquisition of property." Also on Page No. 4, last paragraph, ninth sentence, delete the word, "for".

The following changes were made to the minutes, by **Tom Peters.**

- On Page No. 4, last paragraph, last full sentence, delete the words, "Land Committee" and replace with the words, "City Council". Also on Page No. 4 and last partial sentence which carries to the first sentence of the first paragraph on Page No. 5 shall read, "The proposal that Harry Milliken had suggested was to keep the Planning Board and to keep the Land Committee in place."
- On Page No. 5, the second paragraph, third sentence, delete the word, "can" and replace that word with, "must".
- On Page No. 6, first paragraph, eighth line, delete the word, "this" and replace with the word, "streamlining".
- On Page No. 8, Item No. 4, second paragraph, second line, delete the word, "one" and replace with the word, "two" and delete the words, "involved ultimately" and replace with the words, "who hold leases".
- On Page No. 10, first paragraph, fourth line, the attorney's last name shall be changed from "Stanford" to read, "Stanfill". Also in the same sentence change the word, "Peter's" to "Peters".

**MOTION:** by **John Cole**, seconded by **Mark Paradis** to accept the Planning Board Meeting Minutes of April 11, 2000, as presented and modified.

**VOTED:** 5-0-1 (Mason).

**III. CORRESPONDENCE:**

The following items were distributed at this Planning Board Meeting: A. A copy, from the Internet, of the

agenda which is quite different from the actual agenda that the Planning Board currently had. There needs to be a discussion about why the agenda on the Internet is so different from that that the Planning Board was using at this meeting. B. A letter dated April 25, 2000 from former Planning Board Member **Denis Theriault** to the City Council and the Planning Board. C. Revision of the Ordinance Pertaining to Zoning Boundaries. This ordinance was revised on April 24, 2000 and replaces the ordinance previously placed in the Planning Board Packets. D. Correspondence dated March 2, 2000 from City Administrator **Robert J. Mulready** to **Tom Theberge** c/o Pilsbury Associates in reference to Exercise of Option on Pilsbury Block. This correspondence was inadvertently left out of the Planning Board Packets. The following motion was made.

**MOTION:** by **Dennis Mason**, seconded by **Muriel Minkowsky** that the Planning Board moves to accept the above listed items, to be read at the appropriate time, and further on the agenda place as Item No. 4 under New Business, the discussion of the agenda on the Internet.

**VOTED:** 6-0.

*Tom Peters stepped down from the Planning Board as Chair on behalf of the lessors. Dennis Mason, Vice Chair, then chaired this one (1) item.*

**VI. OTHER BUSINESS:**

A. New Business:

1. *Proposed acquisition of the Pilsbury Block: Review the proposed purchase of the Pilsbury Block and make a recommendation to the City Council.*

**Jim Fortune** read the memorandum that he prepared and was dated for April 20, 2000. This item was tabled at the April 11, 2000 Planning Board Meeting, due to lack of information to the Planning Board Members. At that time, it was requested that Planning Board Staff provide copies of the deed, appraisal report, and other information available concerning this property. Enclosed in the Planning Board Packets, along with this memorandum, as requested are: a. A letter from Pilsbury Associates dated February 2, 2000 stating that a 30-year lease, with two (2), 30-year options had been signed; b. Appraisal Summary - Page Nos. 6-8 and 36. The appraisal was done before the City had knowledge of the lease agreements on this property, therefore, the fair market value of the property was discussed later on in these minutes. c. Warranty Deed; d. Proposed FY2001 LCIP project description form for the Cultural Learning Center; e. Empower Lewiston! Strategic Plan; f. Memorandum from **Dick Metivier**, City Finance Director, dated March 16, 2000 in reference to the Pilsbury Block; and g. Correspondence from **Richard Speer**, Library Director, in support of the acquisition of the remaining portion of the Pilsbury Block.

**Dennis Mason** first asked the Planning Board Members if they had any questions regarding the material (listed above) that was submitted. **John Cole** mentioned two (2) features to the Warranty Deed. One has to do with the Right of First Refusal (Page No. 4 of the Warranty Deed). In John Cole's understanding, he said that two (2) leases were granted by Pilsbury Associates to two (2) grantees or lessees at some point earlier this year.

**Valerie Stanfill** was present and was representing **Norm Rousseau** and **Sheila McCormick** of Cutters By The Park. **Valerie Stanfill** is from Attorney and Planning Board Member Tom Peters' office. She responded to John Cole that "Yes, there were two (2) leases granted. **John Cole** then questioned whether or not the fact that those leases were being granted was presented to the City of Lewiston in any way before the leases were granted? This prompted **Valerie Stanfill** to present the chain of events leading up to this topic.

**Valerie Stanfill** said that the Warranty Deed and the Option to Purchase had been in effect for the about five (5) years now. During that period of time Pilsbury Associates had tried to do something

with this property and had been unable to do so. Back in December 1999, once more the City of Lewiston said that they were going to exercise the option, but that this may be within the next six (6) to 12 months. They were not sure at that time. Pilsbury Associates, at that same time, received an offer of \$240,000 to purchase the property. This was communicated to the City of Lewiston in December of 1999. Again, the City of Lewiston said they were not going to exercise the option to purchase right now. They thought they may sometime in the future, but had responded that they did not consider this property to be worth anything more than \$120,000. Since the City deed retained the right to purchase the property at fair market value, since the City's appraisal established fair market value of \$120,000, then this kills the deal. As a result, the Pilsbury Associates was able to obtain a tenant, **Norm Rousseau**. **Sheila McCormick** of Cutters By The Park, was already in there and had been for a while. This is the other tenant that **Valerie Stanfill** represents. The difficulty of using the remaining premises, is the same problems as obtaining the premises, which needs substantial renovations. Anybody who is willing to lease the premises, obviously, needs some kind of guarantee that they are going to have the premises, if they are going to put the money into it. This is what has led to the 30-year lease to **Norm Rousseau** with a two (2) right-to-renew subsequent 30-year term. The City of Lewiston was immediately advised of the leases involved.

**John Cole** said that an argument at least can be made that leasing a premise is a purchasing of the premises. **John Cole**'s question to **Valerie Stanfill** was, "Did Pilsbury Associates communicate with the City of Lewiston the fact that it was intending to lease the two (2) premises before a disclosure of the rates, etc. before the transaction occurred, in effect, giving the City of Lewiston the "Right of First Refusal", if it chose to exercise it?" **Valerie Stanfill**'s response was that the City of Lewiston was notified the day of the leases and before any substantial work was done by **Norm Rousseau**, keeping in mind that **Sheila McCormick** was already in and operating Cutters By The Park. For the remaining premises, **Norm Rousseau** did immediately contact the City of Lewiston and asked if the City of Lewiston was going to exercise that option. He wanted to know then because he was in a position where he was going to undertake substantial renovations. Nothing happened at that point. **Norm Rousseau** then proceeded with his renovations.

**John Cole** said that his main concern was that this particular deed by which the City of Lewiston has supreme interest in that particular property contains a "Right to First Refusal" and an Option to Purchase. The Option to Purchase says fair market value is a formula that contained in the right to determine what fair market value is. **John Cole** said that it is his opinion that it appears that the Grantor, Pilsbury Associates, apparently leased the premises and, perhaps, did not give the City of Lewiston the "Right of First Refusal" to lease the same leased premises, in effect purchase an interest in the premises within the time-line prescribed by the "Right of First Refusal". There is some case law in this state that suggests that a lease for a term of years that approaches 99 years is in affect on the sale of the premises. **John Cole** said that his concern is this happened in a short period of time before the City of Lewiston began to exercise its' right under its' Option to Purchase. This is obviously going to have an impact on what the fair market value of those premises are. It would not have the same impact if, indeed, a purchase of the premises can amount to a lease of the premises. In **John Cole**'s opinion, the Grantor failed in its' obligation to disclose that fact that they were going to set an offer of purchase by leasing the premises to one (1) or more of these Grantees. This point, he feels, is worthy of the Planning Board's consideration as the Planning Board decides how to fashion a recommendation to the City Council. This is a real issue as to what the fair value of the premises ought to be. **John Cole** then asked, "What is the position of your clients as to what the value of those leases is?" **Valerie Stanfill** said that the City of Lewiston needs to deal with Pilsbury Associates to purchase the premises under the rights of the purchase contained in the deed. The City of Lewiston, once they purchase the premises then needs to deal with the tenant. They can either collect the rent, each tenant may not be necessary dealt with in the same way, and the City of Lewiston then needs to decide what it would be the tenant.

There are two (2) options, either come to an agreement on the buy-out price or the City of Lewiston has the right to exercise the option to purchase. Either way what is the market value - in this case the 30-year lease.

**John Cole** said that his point is that the City of Lewiston may not be obliged to have to pay that fair market value, if indeed the leasing of the premises was tantamount to the purchase and the City of Lewiston had the "Right of First Refusal".

**Valerie Stanfill** said that there are two (2) separate transactions that the City of Lewiston needs to follow through with Pilsbury Associates and follow through under the Option to Purchase that they have and make their decisions in that effect knowing that they then stand in a position as a landlord and deal with the leases that are in affect. The purchaser does take subject to leases when the leases are already recorded.

**Dennis Mason** then made reference to the letter received from City Administrator **Robert Mulready** to **Tom Theberge** of Pilsbury Associates dated January 20, 2000. **Dennis Mason** said that the second paragraph of this letter makes reference to what John Cole mentioned above. **Dennis Mason** agrees with **John Cole** that there is question of whether or not it would be covered. This is not something that the Planning Board can get into tonight.

**Valerie Stanfill** said that one (1) of the things in the purchase of the Pilsbury Block originally, under the Purchase and Sale Agreement that between the purchase and the portion of the premise as it exists, with an agreement that they will be turned over free of tenants - that is not part of the agreement or the Right of First Refusal or Option to Purchase. If the City of Lewiston had wished for this to be a provision of the purchase, it could have been negotiated back in 1995.

**John Cole** said that one (1) of the concerns that obviously the appraisal that the Planning Board has does not take into consideration the fact that the property has been leased . This is quite clear. He then said that it seems that the City of Lewiston is going to have to pay twice here. First the City of Lewiston is going to end up being totally backed up to the existence of those leases in affect from the moment of exercise to the option. The fair market value of the premises is going to be determined in part by the value of the real estate itself, but also in part by the value of the income stream that derives from these leases. This is something that the City of Lewiston is going to have to deal with, have to reckon with, and will have to pay. Secondly, once done, and once the property is purchased, then the City of Lewiston obviously has plans for this project and the City of Lewiston is going to have to reckon with dealing with the leasehold interest in a way that is going to require the City of Lewiston to pay something to secure a release of those premises so that the intended purpose of this purchase can be realized. He said that he is very concerned that Pilsbury Associates did not disclose, in advance, consistent with the "Right of First Refusal" its' intent to lease that property in affect to allow the purchase of the leasehold interest in the premises to the City of Lewiston so that the City of Lewiston could have had the opportunity to lease the premises. If the letter of the "Right of First Refusal" was not complied with, then he said he thinks that the City ought to take whatever action it ought to to determine what its' rights are and what can be done to produce the exposure for having to pay for this property.

**Rick Speer**, the Library Director, gave an overview of this project. He said that the Library has transformed over the past four (4) years from a 1903 era to a modern Library facility. The Library now has sufficient book shelves, adequate seating, etc., but is lacking one (1) aspect and that is a community learning center. This keeps the Library from becoming a community center. The Library would like the City of Lewiston to purchase the remaining portion of the Pilsbury Building so that a Cultural Learning Center can be developed in that building. This center would include a large

community meeting room, a public computer lab, a smaller classroom for program space, a regional history center, and a potential for other office space. The Library has been at this endeavor since 1959. Space shortages were identified back then. Since 1959, the Library has gone through three (3) separate Library Building Committees and three (3) separate design teams to try to come up with a solution. In the late 1960's, the Library had a building design on Bates Street, which was voted down by the City Council. In the late 1980's, the Library came up with another design that would have been in the municipal parking lot. This turned out to be totally unfeasible and expensive. The latest design has now worked for the Library. In 1994 a design team was hired to look into expanding into the Pilsbury Block. This was deemed feasible. At that time the Cultural Learning Center/Community Meeting Room Concept was slated for the lower level of the Pilsbury Block, one (1) level under Lisbon Street. The bids, opened in December 1995, were significantly over budget. Value engineering and ideas were exchanged for cutting costs, without compromising design. One (1) of the ideas was to fill in the basement area and build on the slab. Immediately after starting construction in 1996, the obvious was to go into the Pilsbury Building. The current plans and the dream is to expand into the Pilsbury Block. **Rick Speer** said that once the Library has this space, he would like to see the Mayor appointing a Cultural Learning Center Building Committee or Pilsbury Building Committee to come up with final proposals. The Library is looking at a large community meeting room that would seat up to 100-150 people, have connected work spaces, and a small kitchenette area. This center would be connected to the Library, but capable of being cut off from the Library, so that it could be operated at other hours besides the hours of operation for the Library. Also, included in this space is a computer lab (12-20 personal computers). This will be run jointly with adult ed., a smaller classroom meeting room space, and regional history center (to house Bates Mill, Libbey Mill, etc. documents).

This strategy was one (1) of the strategies included in the Empower Lewiston! plan. This was approved/passed by the Planning Board. Also in the FY2001 L.C.I.P. process, the L.C.I.P. committee was in support of this.

An environmental assessment was done. There are no major environmental problems. There is some minor asbestos in the tile and some lead paint.

**John Cole** asked **Rick Speer** if there is an alternative location. **Rick Speer**'s response was that the Library has not really look around. **John Cole** also asked **Rick Speer** if he had any idea of what the fair market value is of those leaseholds taken into consideration. **Rick Speer**'s response to that was, "No". **John Cole** then asked, "Does the City of Lewiston have funds to purchase the leaseholds?" **Rick Speer** responded that there are no funds set aside to do that. **Rick Speer** said that there is a potential to be liable to reimbursement.

**Rick Speer** said that with structural integrity of the building, it is estimated at \$1.7 million to fit out the entire building.

**John Cole** asked, "Was there any effort made at any time by Pilsbury Associates to advise the City of the fact that they were about to lease the premises?" **Rick Speer**'s response was that they never received anything early on, in writing. They still have not seen the leases, in question. **Jim Lysen** also responded that the City of Lewiston was informed the day of when the lease went into effect.

**Denis Theriault**, former Planning Board Member mentioned the \$1.0 million bequest from **Mr. Callahan** in regards to the Library. He wanted to know if the Planning Board Members had received a copy of the structure of that request and how it could actually be used for possibly purchasing this building and actually the intent of that. This could possibly answer some questions. **Denis Theriault**'s understanding was that the \$1.0 million is directed at purchasing that building and that this has been public knowledge. He feels the Planning Board should have a copy of that. **Dennis**

**Mason** responded that the Planning Board does not have a copy of the deeds, trusts, etc. The purchase will directly impact the City of Lewiston property. **Denis Theriault** then said that the LCIP is way over funded to take care of the Library if there is a request to offset that. **John Cole** said that he is not as concerned about the present or absence about a bequest as he is concerned about the whether or not the City of Lewiston is being forced into a position where it has to pay more than it should. There is a "Right to First Refusal" that the City of Lewiston holds, in the event that someone desires to purchase the property, it does not sound like that first refusal has been given. John Cole is concerned that the fair market value of the property that is going to be acquired under the existence of the same deed is going to be forced to consider the existence of these leaseholds and, in effect, will drive the price of this property way up for the City of Lewiston. **John Cole** said that he is suggesting that before the City of Lewiston proceeds here, that some consideration should be given as to whether or not those leaseholds can and should be regarded as to the purchase price.

**Lewis Zidle** made reference to the correspondence dated February 2, 2000 from **Tom Theberge** of Pilsbury Associates to the City of Lewiston. Lewis Zidle questioned, "Is that the date that the lease took effect?" **Norm Rousseau** responded that the City of Lewiston was notified December 7, 1999 and that the Purchase and Sale was presented by Mr. Sargent from RealVest for \$245,000. He went on to say that **Robert Mulready** signed the paperwork and that automatically gave them 45 days to respond. **John Cole** asked if this was the Purchase and Sale for \$245,000. **Norm Rousseau** responded with, "Yes". **John Cole** then mentioned that this did not go through and that this is not what he was asking about. **John Cole** said that under the terms of that first refusal, the City of Lewiston should have had an opportunity to match that refusal in the 45-day period.

In response to the above question from **Lewis Zidle**, **Valerie Stanfill** responded that the date the lease began was January 21, 2000. The City of Lewiston was notified by letter. **Dennis Mason** said that in essence pursuant to the Grantor, the Owner of the property signed the lease and on that same day the City of Lewiston was sent a letter. **Valerie Stanfill** said that on December 7, 1999 the City of Lewiston was notified that there was an offer to purchase given on the Purchase and Sale. On January 20, 2000 the City of Lewiston wrote back informing Pilsbury Associates that they would not be exercising the "Right of First Refusal", but they had obtained an appraisal of the property with a fair market value of \$120,000. Pilsbury Associates then leased a portion of the premises to **Norm Rousseau**. Mark Paradis asked for the date of the Memorandum of Lease. **Valerie Stanfill** then responded that the Memorandum of Lease was dated January 29, 2000. The Pilsbury Associates then notified the City of Lewiston that they had entered into this lease on January 30, 2000. Other portions of the premises, including the portion that **Sheila McCormick** has and operates as Cutters By The Park have been leased and were leased prior to that. In order to protect herself, her lease has been renewed since then. **John Cole** asked, "How long are the renewal rights for?" **Valerie Stanfill** responded that she is under a six- (6-) year lease. **Sheila McCormick's** lease runs until January 31, 2001. After that she has five (5) concurrent years, to be renewed each year. **John Cole** asked what her rental amount was. **Norm Rousseau** refused to answer any questions and said that he will not disclose the rental amount. **John Cole** said that the City of Lewiston is unaware of what the rental values are, per month, for the 30-year lease. **John Cole** then mentioned that the leases could contain extraordinary rental amounts. This could cause the value of the properties price to be an excessive amount over the \$120,000. The fair market value, as indicated in the option, of this property will be the determining factor. **Valerie Stanfill** said that it has been the City of Lewiston's option all along and has the right to purchase this at fair market value. If this property is more valuable, this is a good thing for the City of Lewiston and that is what the City of Lewiston bought five (5) years ago. If the City of Lewiston believes that they have the right to keep that property empty, with no value, that is not what the contract says.

**Mark Paradis** said that the Planning Board is entering into a legal situation where he feels the Planning Board does not have the expertise to make a decision. **Muriel Minkowsky** agreed with

**Mark Paradis.** Information is being withheld. The Planning Board needs direct answers to questions.

**John Cole** said that he thinks this is a worthy project. **John Cole** said that he is concerned that the City of Lewiston has an option and the right to exercise. Fair market value was fixed at \$120,000 before anyone was aware of this lease. He said that he views this lease as, in effect, a purchase of the property and he believes the City of Lewiston should have been given an opportunity to the “Right of First Refusal”. He does not believe the City of Lewiston was given the “Right to First Refusal” to the leasehold that was granted to **Norm Rousseau**. He said that the City of Lewiston is being forced into a situation where it is going to have to pay fair market value that is substantially greater to reckon with those leasehold entities.

**Lewis Zidle** said it seems that the Planning Board knows very little more than they did at the last Planning Board Meeting. He agrees with **Mark Paradis** that a group of consultants needs to be made up to include some people from the Planning Board.

**Jim Lysen** said that there are questions on the lease that have not and will not be resolved at this time. However, the Planning Board’s action is not going to take away what the City of Lewiston can do to resolve this issue at all. In fact, the City of Lewiston feels the same as **John Cole** in that they will pursue whatever avenues are necessary to see that the “Right of First Refusal” are met and legally met and challenged. What is in front of the Planning Board is a recommendation to the City Council on does it make sense to acquire this building for the stated purpose. The City Council will make the determination if it makes sense at that price for the City of Lewiston. The question that needs to be answered is, “Is this in the best interest of the City of Lewiston and planning and development of the City of Lewiston for the City of Lewiston to acquire this building?” All the other issues will be resolved through legal means, if necessary.

**John Cole** suggested that the Planning Board recommend that the City of Lewiston purchase this property for the intended use provided that the fair market value of the property is determined in a manner which takes into consideration that the “Right of First Refusal” was appropriately presented to the City of Lewiston and exercised in the first instance and which also takes into consideration that open and frank disclosure about what the value of those leaseholds may be for purposes of determining fair market value in advance of exercising an option.

**Mark Paradis** said that this should have been done months ago. This is not correct. The Planning Board needs precise information. **Muriel Minkowsky** again agreed with **Mark Paradis** that the Planning Board is being pushed into a making a decision.

**Denis Theriault** said that there is a procedural problem here where **Jim Lysen** is indicating to you that you do not have review authority. **Denis Theriault** said that the Planning Board has had this problem before when he was on the Planning Board. Again, **Denis Theriault** was questioning where the Planning Board Minutes were for April 30, 1996. **John Cole** asked, “What is in these set of minutes that is so important?” **Denis Theriault** said that numbers were discussed, **Frank Kelly** was present, and that there were articles in the paper. “Where are these minutes?” There were specific questions that were addressed in January of that year. This meeting was between the Planning Board and City Attorney **Robert S. Hark**. He continued to say that no minutes are present and that he is lead to believe that because this was a workshop that that excuses the existence of minutes. Again, he asked, where are the tapes and the minutes?” Workshop is not an excuse to not have minutes for a meeting. These minutes dealt specifically with the Pilsbury Block and with numbers. His question to the Planning Board is, “Should you even be giving a recommendation that was illegally done to begin with?” In closing his statement he said he will be asking for a formal request from the Freedom of Information Act for those minutes. **Jim Lysen** said that this was not a regular Planning Board Meeting, it was just a discussion between the Planning Board and Staff and the City Attorney. This was just a workshop. There are no minutes.

**Dennis Mason** said that the Planning Board has been directed by the motion of the City Council, that at the Planning Board’s earliest opportunity, the Planning Board present to the City Council their

recommendation regarding the acquisition on this piece of real estate regardless of whether or not it was part it was originally acquired, illegally or not, and were asked to speak towards the new acquisition.

**Jane Philips**, Member of the Library of Trustees and Chair of the Library Planning Committee said that there has been tremendous support for this. She said that as **Rick Speer** mentioned, she chaired that 18-month process that involved more than 100 people in this community. One (1) of the items that kept coming up at her meetings was what are the cultural learning center features, which is what is before this Planning Board. **Jane Philips** said that she wants to go on record with full information that she found during her retreat that there was concern as to how do we get the cultural learning center into the Library. She said she knows that the citizens want this now and that on behalf of the citizens in the City of Lewiston she urges the Planning Board to make **John Cole**'s recommendation.

**Larry Marcoux** is a life-long resident of Lewiston and a Board Member of Empower Lewiston! He re-iterated what **Jane Philips** said and that was that there is tremendous amount of public input and support. There were 1,200 citizens surveyed. The Library is very important to the citizens. The strategies presented in Empower Lewiston! needed to be prioritized. Out of the nine (9) strategies, one (1) was the cultural learning center in the Library. He also urges the Planning Board to honor the desires for the citizens in the City of Lewiston. He said that should the fair market and value be determined, there is no solid answer to that. He said that due process should be followed and stresses the importance of the cultural learning center in the library. **John Cole** asked **Larry Marcoux**, "Do you feel that this project should go forward without due regard to what the price ought fairly to be? "Do you think the fair market value ought to be determined?" **Larry Marcoux**' response was "Yes, but he said that he would be very concerned that due process should be followed."

**Gil Arsenault** mentioned that the Planning Board will not get the leases until the option is exercised. Not matter how long you wait you will not get the information that you want. **Gil Arsenault** said that **John Cole**'s recommendation is the best recommendation to be made.

**Jim Lysen** said that a recommendation needs to be made to the City Council within the next 30 days. If the City Council does not get this information, the City Council can take a non-action as negative and proceed and move forward as they see fit. **Jim Lysen** suggested that the Planning Board move forward.

**Valerie Stanfill** said that everything has been covered at this meeting and that she gave a stack of documents to **Mark Paradis** to be passed around and that includes all the documents that she has referred to, the various correspondence and memorandums of the leases as well as the correspondence from **Tom Peters** to the City of Lewiston, which fairly summarizes their position. She said she was not present to oppose the library expansion. She just wants the Planning Board to be aware of what the issues are. She was present at this meeting to represent both **Norm Rousseau** and **Sheila McCormick**. She totally disagrees that there is any basis to suggest that Pilsbury Associates had to notify the City before it entered into the lease. The City of Lewiston had a right to purchase, not a right to lease. A "Right to First Refusal", per merchant. The City of Lewiston does not have a right to obtain the premise free of tenants. The premise could be fully leased to any number of people. All the City of Lewiston has the right to do is to purchase the premise at fair market value at any time in the 99-year period that the City of Lewiston decides to do so.

This item was turned back to the Planning Board for a deliberation and a motion. **Lewis Zidle** said that, since the City Council will not deliver a blank check out of the funds, the Planning Board is being asked to make a vote with a blank check, I hope to be arrested. He feels that everybody wants

the Library to go ahead. He just hopes that the City Council is better informed than the Planning Board has in this. **Dennis Mason** said that he thought **John Cole**'s suggestions are a good idea for a motion. The following motion was made.



**MOTION:** by **John Cole**, seconded by **Lewis Zidle** that the Planning Board sends a favorable recommendation to the City Council for the acquisition of the remaining portion of the Pilsbury Block ("the property") subject to the following: 1. That the intended use of the property as proposed by the City of Lewiston Library is a worthy project with substantial and long overdue benefits to the City of Lewiston and that this is a project that should be accomplished if the property can be acquired for a reasonable and fair price; 2. That prior to exercising the "Option to Purchase" the property, in the deed from Pilsbury Associates to the City of Lewiston dated September 7, 1995, the City of Lewiston should have been notified of the intended leasing of the premises by Pilsbury Associates to its current lessees at the times when those leases were proposed, and should have had a right to lease the premises on the same terms and conditions at those times. If the City of Lewiston was entitled to but was not given the opportunity to exercise its "Right of First Refusal", then the City of Lewiston should take whatever measures are necessary to cause those leases to be nullified prior to exercising the option, or, if that cannot be done, the City of Lewiston ought not to exercise this option; and 3. In no event should the City of Lewiston pay a fair market value for the property which is based, in part, upon the value of the leasehold interests in this property without having first reckoned with whether those leasehold interests should be fairly considered in determining the fair market value.

**VOTED:** 3-2-0 (Minkowsky/Paradis).

*Tom Peters rejoined the Planning Board and Chaired the remainder of this meeting.*

2. *Review and approve "diminimus" change to the site plan for the Trolley Medical Building, 77 Bates Street, and authorize Chair to sign the mylar.*

This item was tabled.

3. *Review a proposal initiated by the City Council to conditionally re-zone 324, 326, 330, and 334 River Road, and a portion of 1 Alfred A. Plourde Parkway from Rural Agricultural (R) District to the Industrial (I) District, and possibly schedule for a May 9, 2000 Public Hearing.*

It was requested that the memorandum prepared by **Jim Fortune** dated April 20, 2000 not be read and that **Jim Lysen** give an overview of this project. First, **Jim Lysen** showed the area involved on the map of the "Proposal to Conditionally Re-Zone from "RA" to "I". At the City Council's April 18, 2000 meeting, they initiated a proposal to conditionally re-zone 324, 326, 330, and 334 River Road and a portion of 1 Alfred A. Plourde Parkway from the Rural Agricultural (RA) District to the Industrial (I) District. These properties are currently zoned RA for a depth of 500 +/- feet from River Road. The purpose of this re-zoning is to support the relocation of the U.S. Postal Service Processing and Distribution Center to Lewiston. If, however, the U.S. Postal Service chooses another location, the City of Lewiston would like to make this land available for future commercial and industrial park development. This property needs to be re-zoned to permit the U.S. Postal Service Processing Center. The owner/holder supports this initiative. Enclosed in the Planning Board packets were the conditional re-zoning proposal and a draft of the agreement. The City of Lewiston wants certain types of industrial uses prohibited, which include: the processing or raw materials or salvaging operations, fuel oil dealers and related facilities, family day care homes, and motor freight transportation facilities. The City of Lewiston also wants to eliminate the following Industrial (I) District conditional uses, which include: commercial solid waste disposal facilities, junkyards and auto graveyards, re-cycling and re-processing facilities, and earth material removal operations. This item was brought to the Planning Board to be scheduled for a Public Hearing, therefore, the following motion was made.

**MOTION:** by **Lewis Zidle**, seconded by **Dennis Mason** that the Planning Board schedule the conditional re-zoning of 324, 326, 330, and 334 River Road and a portion of 1 Alfred A. Plourde Parkway from the Rural Agricultural (R) District to the Industrial (I) District for a Public Hearing to be held on May 9, 2000.

**VOTED:** 6-0.

After this item, but before adjournment, reference was made to the correspondence received at this meeting from Former Planning Board Member **Denis Theriault**. It was decided by the Planning Board to place this correspondence on the Agenda for May 9, 2000 as the first item under New Business.

Also, **Jim Lysen** agreed to check into the difference of the Agenda placed on the Internet and what the Planning Board had received. After looking at the copy printed from the Internet, he felt that this was a formatting error when it was placed on the City's Web page.

**Dennis Mason** also asked , "How long does the Planning Board retain the video tapes of these meetings?" **Jim Lysen** responded that they are kept for five (5) years in accordance with state law.

**VII. ADJOURNMENT:** The following motion was made to adjourn.

**MOTION:** by **Mark Paradis**, seconded by **Dennis Mason** to adjourn this meeting at 9:00 p.m.

**VOTED:** 6-0.

Respectfully submitted,

Mark Paradis, Secretary

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