LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
SEPTEMBER 6, 2011

6:00 p.m. Executive Session

A. To discuss Real Estate negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position the City.

B. To discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position the City.

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

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

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 4.

REGULAR BUSINESS:

1. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Carriage House Plus, 1119 Lisbon Street.
2. Public Hearing for approval of an Outdoor Entertainment Permit for The Dempsey Challenge.
3. Public Hearing and First Passage regarding an Amendment to the Building and Building Regulations ordinance regarding the Electrical Code.
4. Public Hearing and First Passage regarding an amendment to the Fire Prevention and Protection ordinance.
5. Public Hearing and First Passage regarding an amendment to the Offenses and Miscellaneous ordinance regarding Fire Department supervision at public gatherings.
6. Amendments to the Facilities Use Policy regarding the addition of fire guard personnel at events held in city facilities.
7. Order - Authorizing the City Administrator to enter in a lease for the use of the Holy Family Field.
8. Order - Authorizing the City Administrator to Execute a New Lease with Catholic Charities Maine for use of Lewiston City Hall and for its share of the cost of the Social Services Department receptionist.
9. Resolve - Authorizing the use of Community Development Block Grant funds for a Downtown Residential Neighborhood Transportation Flow Study.
10. Resolve - To amend the name of "Judge Armand A. Dufresne, Jr. Plaza" to now read "Chief Justice Armand A. Dufresne, Jr. Plaza".
11. Reports and Updates.
12. Any other City Business Councilors or others may have relating to Lewiston City Government.

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

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** A

SUBJECT:

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

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EHBkmm

REQUESTED ACTION:	1	2	3	4	5	6	7	M

To enter into Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** B

SUBJECT:

Executive Session to discuss Disposition of Property of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

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

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/cmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M

To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Disposition of Property, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 1

SUBJECT:

Granting of a Special Amusement Permit for Dancing & Entertainment for Carriage House Plus, 1119 Lisbon Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Dancing & Entertainment from Carriage House Plus, 1119 Lisbon Street.

The Police Department has reviewed and approved the application. A copy of the Police Department log for this establishment, for the past year, is attached.

There was no reference to the business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

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

To grant a Special Amusement Permit for Dancing & Entertainment to Carriage House Plus, 1119 Lisbon Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 8/16/11 Expiration Date: 8/31/12 License fee: $116.00

_____ Class A - restaurants with entertainment, which does not have dancing
_____ Class B - lounges/bars with entertainment, which does not have dancing
_____ Class C - either restaurants or lounges/bars with entertainment, including dancing
✓ Class D - function halls with entertainment, including dancing
_____ Class E - dance hall or nightclub that admits persons under the age of 21
_____ Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? _____ **Yes** ✓ **No**

******PLEASE PRINT******

Business Name: Hi Style Caterers - Carriage House Plus Business Phone: 207-344-6336

Location Address: 1119 Lisbon St. Lewiston Me 04240

(If new business, what was formerly in this location: _____)

Mailing Address: 1119 Lisbon St. Lewiston Me 04240

Contact Person: Don or Jackie Rioux Home Phone: 576-8849 & 576884

Owner of Business: Donald + Jacqueline Rioux Date of Birth: Don 8-30-53 Jackie 1/25/57

Address of Owner: 76 Bishop Rd Poland Me 04274

Manager of Establishment: Donald + Jackie Date of Birth: _____

Owner of Premises (landlord): Don + Jackie Rioux

Address of Premises Owner: 76 Bishop Rd Poland 04274

Does the issuance of this license directly or indirectly benefit any City employee(s)? _____ Yes ✓ No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? ✓ Yes ___ No If yes, please list business name(s) and location(s): SAME

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? _____ Yes ✓ No If yes, please explain: _____

CORPORATION APPLICANTS: *Please attach a list of all principal officers, date of birth & town of residence*

Corporation Name: Hi Style Caterers

Corporation Mailing Address: 1119 Lisbon ST. Lewiston

Contact Person: Don & Jackie Rioux Phone: Don 576-8849 JACKIE 576-884

Do you permit dancing on premises? ✓ Yes ____ No *(If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office)* If yes, do you permit dancing or entertainment after 1:00 AM? ____ Yes ✓ No
EXCEPTION - NEW YEAR'S EVE at 2:00 P.M.

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 200'

Please describe the type of proposed entertainment:

- ☑ dancing
- ☑ music by DJ
- ☑ live band/singers
- ☑ stand up comedian
- ☐ karaoke
- ☑ magician
- ☐ piano player
- ☐ other, please list _____
- ☐ other, please list _____

If new applicant, what is your opening date?: _____

****

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s)hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: Donald R. Rioux Title: Pres. Date 8/16/11

Printed Name: Donald R. Rioux

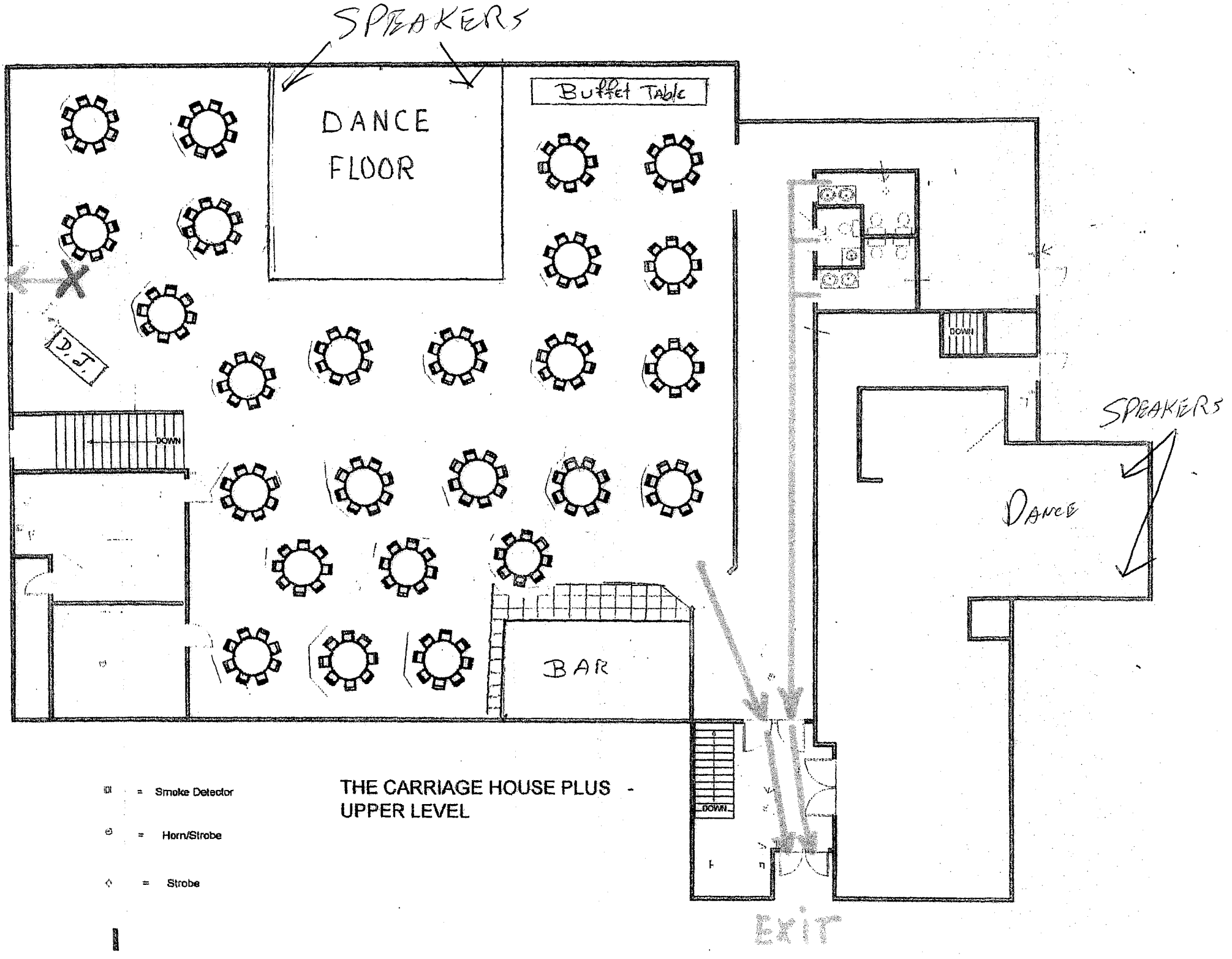
****

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

Sent to Police & Fire: _____

****

Hearing Date: _____ Approved by Council: _____ Vote No: _____


SPEAKERS
DANCE FLOOR
Buffet Table
D.J.
DOWN
BAR
DOWN
DOWN
SPEAKERS
DANCE
EXIT
= Smoke Detector
= Horn/Strobe
= Strobe
THE CARRIAGE HOUSE PLUS -
UPPER LEVEL

CITY OF LEWISTON, MAINE
Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

Exact corporate name: Hi Style Caterers

Date of incorporation: 1/1/2001

State in which you are incorporated: ME,

If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: _____

5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

NAME	ADDRESS PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
Donald R Rioux	Poland	8/30/53	50	Pres
Jackie A. Rioux	"	1/25/57	50	SEC. TREA.

6. What is the amount of authorized stock? 100 Outstanding stock? —

7. Is any principal officer of the corporation a law enforcement official?

NO

Dated at LEWISTON (City or Town) on 8/16/11 (Date)

Donald R Rioux
SIGNATURE OF DULY AUTHORIZED OFFICER

POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police

TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services MSC/JD

DT: May 9, 2011

RE: Liquor License/Special Amusement Permit – **Carriage House Plus**

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

Carriage House Plus
1119 Lisbon Street

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

Carriage House Plus, 1119 Lisbon Street

Apt #	Year MM DD Time	Reason	Action	Call #	Vicinity
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	2010 06 18 1317	POL - BAR / LIQUOR CHECK	Cleared	10-46305	N
	[redacted]				

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 2

SUBJECT:

Public Hearing for approval of an Outdoor Entertainment Permit for The Dempsey Challenge.

INFORMATION:

The Dempsey Challenge is now an annual event in Lewiston and this year's event will be held on Saturday, October 8 and Sunday, October 9. As part of the athletic events, the function will also have live music entertainment. As such, the organizers are required to obtain an Outdoor Entertainment permit from the city.

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

To conduct a public hearing on an application from The Dempsey Challenge Committee for outdoor musical concerts to be held at Simard-Payne Memorial Park on October 8th and 9th, as part of The Dempsey Challenge, and to authorize a permit for an Outdoor Entertainment Event, as required by the City Code of Ordinances, Chapter 10, Article 1, Section 10-3, to the organizing committee for the outdoor music concerts, contingent upon positive recommendations from the Recreation Department, Police Department, Fire Department, Code/Land Use Officer and Code/Health Officer regarding compliance with all regulations, and compliance with all City ordinances.

FYIL OUT 8, 7

CITY OF LEWISTON
Event Application

Applications must be submitted at least 7 days prior to the event.

Application Date 2/14/11

FESTIVAL INFORMATION

Name of Organization: Central Maine Medical Center/Dempsey Cent

Contact Person for Event: Jeff Corbett

Title of Contact Person: Technical Director

Contact Name and Phone number during the Event: Jeff Corbett - 803-447-406

Mailing Address: 300 Main St. Lewiston, ME 04240

Telephone: 803-447-4068

Cell Phone: same

Email Address: jeff.corbett@medalistsports.com

Is your organization incorporated as a non-profit organization? X Yes ____ No

Non-Profit Number: 01-0211494

EVENT INFORMATION

Name of Event: The Dempsey Challenge

Location of Event: Simard-Payne

Date of Event: Oct. 8 and 9, 2011 / need Simard-Payne for 10/5/11 – 10/12/11

Rain Date: none

Time of Event: Start Time: Oct. 8 - 6:00 am / Oct. 9 - 6:00 am ——— Ending Time: 4:00 pm / 6:00 pm

(need park from 10/5/11 to 10/12/11)

Estimated Attendance: 5000 over 2 days

Does the Sponsoring Organization own the property? No, City of Lewiston does

If not, please attach a letter from the property owner authorizing this event.

Does the Applicant have insurance for this event? X Yes ____ No

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 3

SUBJECT:

Public Hearing and First Passage regarding an amendment to the Buildings and Building Regulations ordinance regarding the Electrical Code.

INFORMATION:

The City's Planning and Code Enforcement Department is recommending the repeal of the City's currently adopted Electrical Code. Currently, the City has adopted the 2005 edition as the local code. State law is now requiring that all electrical installations in the state follow the 2011 edition of the National Electrical Code and City staff is recommending changes to the City Code of Ordinances to reflect this new requirement.

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

That the proposed amendments to the City Code of Ordinances, Chapter 18 "Buildings and Building Regulations", Article V, "Electrical Code", receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regular City Council meeting.

MEMORANDUM

TO: Mayor Laurent F. Gilbert
Members of the City Council

FR: Gildace J. Arsenault, Director of Planning and Code Enforcement

RE: Adoption of National Electrical Code, 2011 Edition

DT: August 31, 2011

Effective July 1, 2011, all installations of electrical equipment in the State of Maine must comply with the amended version of the 2011 Edition of the National Electrical Code as adopted by the State of Maine Electricians' Examining Board. Therefore, staff has prepared the necessary amendments to Chapter 18, Article V of the Code of Ordinances of the City of Lewiston for the adoption of the 2011 Edition of the National Electrical Code as amended. In addition, staff proposes a change to a permitting provision of Chapter 18 (Section 18-141(e)) as it relates to the installation telephone and related equipment in order to be consistent with State of Maine Electricians Examining Board rules.

I will be in attendance at your September 6th public hearing on this matter to answer any questions you may have.

Thank you.

No. 11-
Effective:

AN ORDINANCE PERTAINING TO THE ELECTRICAL CODE

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 18 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 18

ARTICLE V. ELECTRICAL CODE

DIVISION 3. PERMITS AND INSPECTIONS

Sec. 18-141. Permit required; exceptions.

(a) No electrical wiring, devices, appliances or equipment shall be installed within or on any building, structure or premises nor shall alterations or additions be made in any such existing wiring, devices, appliances or equipment without first securing a permit therefore from the electrical inspector, except as otherwise provided in this division.
(b) No permit shall be required for the replacement of lamps or the connection of portable devices to suitable receptacles which have been permanently installed. A "suitable receptacle" is hereby defined as one having the proper wiring and capacity to fulfill the electrical requirements of the portable device.
(c) No permit shall be required for the installation, alteration or repair of wiring, devices, appliances or equipment for the operation of signals or the transmission of intelligence through the facilities of any duly chartered telephone, telegraph or radio company.
(d) No permit shall be required for the installation, alteration or repairing of electric wiring, devices, appliances and equipment installed by a public utility for the use of such public utility in the generation, transmission, distribution or metering of electrical energy; nor for the work of such utilities in installing, maintaining and repairing on the premises of customers, service connections, meters and other apparatus and appliances remaining the property of such utilities after installation; nor for work by a public utility in connection with the lighting of public or private ways, alleys, parks or squares.
~~(e) No permit shall be required for the installation of telephone, telegraph, cable and closedcircuit television, data communication and sound equipment.~~

DIVISION 4. STANDARDS

Sec. 18-171. Installations.

All electrical installations shall be in conformity with the provisions of this article and the approved standards for safety to life and property. Unless otherwise provided by this article, conformity with NFPA 70 (National Fire Protection Association), National Electrical Code, 2011 ~~2005~~ Edition shall be deemed as conforming with approved standards for safety to life and property with the following amendments:~~.~~

200.6 Means of Identifying Grounded Conductors.

(D) **Grounded Conductors of Different Systems.** Where grounded conductors of different systems are installed in the same raceway, cable box, auxiliary gutter, or other type of enclosure, each grounded conductor shall be identified by system. Identification that distinguishes each system grounded conductor shall be permitted by one of the following means:

(1) One system grounded conductor shall have an outer covering conforming to 200.6(A) or 200.6(B).
(2) The grounded conductor(s) of other systems shall have a different outer covering conforming to 200.6(A) or 200.6(B) or by an outer covering of white or gray with a readily distinguishable colored strip other than green running along the insulation.
(3) Other and different means of identification as allowed by 200.6(A) or (B) that will distinguish each system grounded conductor.

The means of identification ~~shall be documented in a manner that is readily available or~~ shall be permanently posted where the conductors of different systems originate.

210.5 Identification for Branch Circuits.

(C) **Identification of Underground Conductors.** Underground conductors shall be identified in accordance with 210.5(C)(1), (2) and (3).

(3) Posting of Identification Means. The method utilized for conductors originating within each branch-circuit panelboard or similar branch-circuit distribution equipment ~~shall be documented in a manner that is readily available or~~ shall be permanently posted at each branch-circuit panelboard or similar branch-circuit distribution equipment.

215.12 Identification of Feeders.

(C) **Ungrounded Conductors.** Where the premises wiring system has feeders supplied from more than one nominal voltage system, each ungrounded conductor of a feeder shall be identified by phase or line and system at all termination, connection, and splice points. The means of identification shall be permitted to be by separate color coding, marking tape, tagging, or other approved means. The method utilized for conductors originating within each feeder panelboard or similar feeder distribution equipment ~~shall be documented in a manner that is readily available~~ or shall be permanently posted at each feeder panelboard or similar feeder distribution equipment.

334.10 Uses Permitted

(3) Other structures permitted to be of Types III, IV, and V construction except as prohibited in 334.12. ~~Cables shall be concealed within walls, floors, or ceilings that provide a thermal barrier of material that has at least a 15 minute finish rating as identified in listings of fire rated assemblies~~.

334.12 Uses Not Permitted.

(A) Types NM, NMC, and NMS cables shall not be permitted as follows:

~~(2) Exposed in dropped or suspended ceilings I other than one- and two family and multifamily dwellings~~

338.12 Uses Not Permitted.

(B) Underground Service-Entrance Cable.

(1) For interior wiring of branch circuits and feeders originating and terminating within the same building.

(2) For aboveground installations except where USE cable emerges from the ground and is terminated in an enclosure at ~~an outdoor~~ a location acceptable to the Authority Having Jurisdiction and the cable is protected in accordance with 300.5(D).

702.4 Capacity and Rating.

(B) System Capacity.

(2) Automatic Transfer Equipment. For other than single-family dwellings, where automatic transfer equipment is used, an optional standby system shall comply with (2)(a) or (2)(b).

LEGAL AD

PUBLIC HEARING NOTICE
CITY OF LEWISTON
PROPOSED ORDINANCE AMENDMENTS

Public hearings on the following ordinance amendments, for passage on first reading, will be held in the Council Chambers, City Building, on **Tuesday, September 6, 2011, at 7:00pm**, 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 ordinance adoption.

FIRE PREVENTION AND PROTECTION ORDINANCE

This amendment involves the adoption of the amended version of the 2009 National Fire Prevention Association 101 Life Safety Code and the repeal of the 2003 edition of the Code.

OFFENSES AND MISCELLANEOUS PROVISIONS ORDINANCE

This amendment formalizes the authorization for the Fire Chief to require fire guard personnel at public gatherings.

BUILDINGS AND BUILDING REGULATIONS ORDINANCE

This amendment is for the adoption of the amended version of the 2011 Edition of the National Electrical Code.

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

Kathleen M. Montejo, MMC
City Clerk

LEGAL AD - SUN JOURNAL - Thursday, Sept 1, 2011

TO:	LSJ Advertising Dept.	784-3062 fax	Attn: Venise
FROM:	Lewiston City Clerk's Office	784-2959 fax	

Thank you.

Please bill the City Clerk's Dept account.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 4

SUBJECT:

Public Hearing and First Passage regarding an amendment to the Fire Prevention and Protection ordinance.

INFORMATION:

Recently, the 2009 Edition of the National Fire Prevention Association (NFPA) Life Safety Code was adopted by the Maine State Fire Marshall's Office. The Fire Chief is recommending that Lewiston adopt this same version of the Code as well. This City is currently following an older version.

The Chief is also recommending the Lewiston City Code of Ordinances be reformatted a bit differently to better reflect cleaner language regarding each specific NFPA Code that is recognized by the State Fire Marshall's Office and the City of Lewiston. No other new editions or versions of Fire Codes are being adopted at this time, other than the Life Safety Code mentioned above. The changes are simply housekeeping in nature to have the other currently adopted Codes be easier to read and understand as laid out in the Lewiston Code book.

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

That the proposed amendment to the City Code of Ordinances, Chapter 38 "Fire Prevention and Protection", Article II, "Fire Prevention Code", Section 38-26 "Codes Adopted", receive first passage by a roll call vote and the public hearing on said ordinance be continued to the next regular City Council meeting for final passage.

Lewiston Fire Department

Central Fire Station

2 College Street • Lewiston, ME 04240

Memo

To: **Administrator Barrett**

From: **Chief LeClair**

Date: **August 29, 2011**

Re: **Fire Prevention Code and Facility Use Policy**

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1) The 2009 Edition of the NFPA Life Safety Code has been adopted by the State Fire Marshall's Office. In addition to my recommending the adoption of the 2009 Life Safety Code, I am also proposing clearer language regarding each specific NFPA code recognized by the State and our City Code. Please see the attached Fire Prevention Code revision document.

2) I am also proposing revisions of the City Facility Use Policy extending the authority to the Fire Chief to assign Fire Guards. The proposed changes are included in the attached Facility Use Policy Document.

No. 11-
Effective:

AN ORDINANCE PERTAINING TO FIRE PREVENTION CODE

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 38 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 38

FIRE PREVENTION AND PROTECTION

ARTICLE II. FIRE PREVENTION CODE

Sec. 38-26. Codes adopted.

~~(a) For the purpose of protecting life and property against the hazards of fire and explosion, the city hereby adopts and enacts as codes of the city the 2006 Spring Revision Cycle of the National Fire Codes as promulgated by the National Fire Protection Association.~~

~~(b) Nothing in subsection (a) shall be deemed to adopt any of the following listed standards as numbered and contained in the 2006 Spring Revision Cycle of the National Fire Code:~~

~~NFPA 12A, NFPA 13E, NFPA 31, NFPA 35, NFPA 36, NFPA 40, NFPA 42, NFPA 45, NFPA 52, NFPA 53, NFPA 61, NFPA 68, NFPA 69, NFPA 70, NFPA 70B, NFPA 70E, NFPA 73, NFPA 75, NFPA 76, NFPA 77, NFPA 79, NFPA 80A, NFPA 82, NFPA 85, NFPA 86, NFPA 88A, NFPA 90A, NFPA 90B, NFPA 91, NFPA 92A, NFPA 92B, NFPA 101A, NFPA 105, NFPA 111, NFPA 115, NFPA 120, NFPA 122, NFPA 130, NFPA 140, NFPA 150, NFPA 170, NFPA 204, NFPA 221, NFPA 225, NFPA 232, NFPA 241, NFPA 251, NFPA 252, NFPA 253, NFPA 255, NFPA 256, NFPA 257, NFPA 259, NFPA 260, NFPA 261, NFPA 262, NFPA 265, NFPA 268, NFPA 269, NFPA 270, NFPA 271, NFPA 274, NFPA 285, NFPA 286, NFPA 287, NFPA 288, NFPA 290, NFPA 291, NFPA 301, NFPA 302, NFPA 303, NFPA 306, NFPA 307, NFPA 312, NFPA 326, NFPA 329, NFPA 402, NFPA 403, NFPA 405, NFPA 407, NFPA 408, NFPA 410, NFPA 412, NFPA 414, NFPA 415, NFPA 422, NFPA 423, NFPA 424, NFPA 430, NFPA 432, NFPA 434, NFPA 450, NFPA 472, NFPA 473, NFPA 484, NFPA 490, NFPA 497, NFPA 498, NFPA 499, NFPA 501, NFPA 501A, NFPA 502, NFPA 505, NFPA 520, NFPA 550, NFPA 551, NFPA 555, NFPA 560, NFPA 600, NFPA 601, NFPA 610, NFPA 654, NFPA 655, NFPA 664, NFPA 701, NFPA 703, NFPA 704, NFPA 705, NFPA 720, NFPA 730, NFPA 731, NFPA 780, NFPA 801, NFPA 804, NFPA 805, NFPA 820, NFPA 850, NFPA 851, NFPA 853, NFPA 900, NFPA 901, NFPA 909, NFPA 914, NFPA 921, NFPA 1000, NFPA 1001, NFPA 1002, NFPA 1003, NFPA 1006, NFPA 1021, NFPA 1031, NFPA 1033, NFPA 1035, NFPA 1041, NFPA 1051, NFPA 1061, NFPA 1071, NFPA 1081, NFPA 1125, NFPA 1127, NFPA 1141, NFPA 1142, NFPA 1143, NFPA 1144, NFPA 1145, NFPA 1150, NFPA 1192, NFPA 1194, NFPA 1201, NFPA 1221, NFPA 1250, NFPA 1401, NFPA 1402, NFPA 1403, NFPA 1404, NFPA 1405, NFPA 1410, NFPA 1451, NFPA~~

~~1452, NFPA 1500, NFPA 1521, NFPA 1561, NFPA 1581, NFPA 1582, NFPA 1583, NFPA 1584, NFPA 1600, NFPA 1620, NFPA 1670, NFPA 1710, NFPA 1720, NFPA 1851, NFPA 1852, NFPA 1901, NFPA 1906, NFPA 1911, NFPA 1912, NFPA 1925, NFPA 1931, NFPA 1932, NFPA 1936, NFPA 1951, NFPA 1961, NFPA 1962, NFPA 1963, NFPA 1964, NFPA 1965, NFPA 1971, NFPA 1975, NFPA 1977, NFPA 1981, NFPA 1982, NFPA 1983, NFPA 1989, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1999, NFPA 2010, NFPA 2112, NFPA 2113, NFPA 5000.~~

~~(c) The 2006 edition of the NFPA 101 Life Safety Code as promulgated by the National Fire Protection Association is hereby adopted and enacted.~~

~~(d) Unvented fuel-fired equipment shall not be installed or used. Nothing in subsection (c) shall be deemed to adopt any of the following listed standards as numbered and contained in the 2006 edition of the NFPA 101 Life Safety Code:~~

~~New Educational Occupancies, Section 14.5.2.2 Unvented fuel-fired heating equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code shall be prohibited.~~

~~Existing Education Occupancies, Section 15.5.2.2 Unvented fuel-fired heating equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code shall be prohibited.~~

~~New Day-Care Occupancies, Section 16.5.2.2 Unvented fuel-fired equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code, shall be prohibited.~~

~~Existing Day-Care Occupancies, Section 17.5.2.2 Unvented fuel-fired equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code, shall be prohibited.~~

~~Lodging or Rooming Houses, Section 26.5.2.2 Unvented fuel-fired equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code, shall not be used.~~

~~New Hotels and Dormitories, Section 28.5.2.2 Unvented fuel-fired equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code, shall not be used.~~

~~Existing Hotels and Dormitories, Section 29.5.2.2 Unvented fuel-fired equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code, shall not be used.~~

~~New Apartment Buildings, Section 30.5.2.2 Unvented fuel-fired equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code, shall not be used~~

~~Existing Apartment Buildings, Section 31.5.2.2 Unvented fuel-fired equipment, other than gas space heaters in compliance with NFPA 54/ANSI Z223.1, National Fuel Gas Code, shall not be used.~~

~~(e) Nothing in subsection (c) shall be deemed to adopt any of the following listed standards as numbered and contained in the 2006 edition of the NFPA 101 life Safety Code:~~

~~Numbers 3 & 4 of section 12.3.5.3 and numbers 1 & 2 of section 13.3.5.3. Extinguishment Requirements in One- and Two- Family Dwellings. Section 4.3.5.1 shall not be incorporated by reference.~~

~~Building Rehabilitation. Chapter 43 shall not be incorporated by reference.~~

~~Stair risers, guards, and treads. The maximum height of risers as prescribed in Chapter 24, Section 2.5.1 shall be amended to permit a maximum 7 ¾" riser for newly constructed stairs in one- and two- family dwellings only.~~

~~The minimum height of guards as prescribed in Chapter 24, Section 2.5.1 shall be amended to permit a minimum guard height of 36" for newly constructed stairs in one- and two- family dwellings only.~~

~~The minimum tread depth as prescribed in Chapter 24, Section 2.5.1 shall be amended to permit a 10" tread depth for newly constructed stairs in one- and two family dwellings only.~~

~~(f) The 2007 edition of NFPA 72, National Fire Alarm Code as promulgated by the National Fire Protection Association is hereby adopted and enacted.~~

~~(g) The 2006 edition of NFPA 1 Uniform Fire Code as promulgated by the National Fire Protection Association is hereby adopted and enacted.~~

~~(h) Nothing in subsection (g) shall be deemed to adopt any of the following listed standards as numbered and contained in the 2006 edition of the NFPA 1 Uniform Fire Code:~~

~~Chapter 65, Section 11 (see Rules of the State Fire Marshal, Chapter 25 & Title 8 M.R.S.A subsection 236)~~
~~Chapter 20, Sections: 20.2.3.5; 20.3.2.1; 20.4.2.6; 20.5.2.5.4; 20.6.2.6; 20.7.2.6; 20.8.2.6; 20.9.2.2; 20.10.2; and 20.11.2~~

~~The following chapter shall be amended to read:~~

~~Chapter 20, Section 11.1 Application. New and existing one and two family dwellings shall comply with Section 20.11 and NFPA 101. Chapter 24, Section 3.5.1 of NFPA 101 shall not be incorporated in this rule.~~

~~(i) It is hereby declared that one electronic copy on compact disc of the codes and portions therefore adopted by this section are now, and have been for 30 days, on file at the Fire Prevention Bureau of the fire department and there kept available for public use, inspection and examination.~~

(a) For the purpose of protecting life and property against the hazards of fire and explosion, the city hereby adopts and enacts as codes of the city the following National Fire Codes as promulgated by the National Fire Protection Association:

- NFPA 1: Fire Prevention Code, 2006 Edition
- NFPA 10: Standard for Portable Fire Extinguishers, 2007 Edition
- NFPA 11: Standard for Low, Medium, and High Expansion Foam Systems, 2005 Edition
- NFPA 12: Standard on Carbon Dioxide Extinguishing Systems, 2008 Edition
- NFPA 13: Installation of Sprinkler Systems, 2007 Edition
- NFPA 13D: Standard for the Installation of Sprinkler Systems in One and Two Family Dwellings and Manufactured Homes, 2007 Edition
- NFPA 13R: Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height, 2007 Edition
- NFPA 14: Standard for the Installation of Standpipe, Private Hydrants and Hose Systems, 2007 Edition
- NFPA 15: Standard for Water Spray Fixed Systems for Fire Protection, 2007 Edition
- NFPA 16: Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems, 2007 Edition
- NFPA 17: Standard for Dry Chemical Extinguishing Systems, 2002 Edition
- NFPA 17A: Standard for Wet Chemical Extinguishing Systems, 2002 Edition
- NFPA 18: Standard on Wetting Agents, 2006 Edition
- NFPA 20: Standard for the Installation of Stationary Fire Pumps for Fire Protection, 2007 Edition
- NFPA 22: Standard for Water Tanks for Private Fire Protection, 2008 Edition
- NFPA 24: Installation of Private Fire Service Mains and Their Appurtenances, 2007 Edition
- NFPA 25: Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, 2008 Edition
- NFPA 30: Standards for Flammable and Combustible Liquids, 2008 Edition
- NFPA 30A: Code for Motor Fuel Dispensing Facilities and Repair Garages, 2008 Edition
- NFPA 30B: Code for the Manufacture and Storage of Aerosol Products, 2007 Edition

- NFPA 32: Standard for Dry Cleaning Plants, 2007 Edition
- NFPA 33: Standard for Spray Application Using Flammable or Combustible Materials, 2007 Edition
- NFPA 34: Standard for Dipping and Coating Processes Using Flammable or Combustible Liquids, 2007 Edition
- NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines, 2006 Edition
- NFPA 51: Standard for the Design and Installation of Oxygen-Fuel Gas Systems for Welding, Cutting and Allied Processes, 2007 Edition
- NFPA 51A: Standard for Acetylene Cylinder Charging Plants, 2006 Edition
- NFPA 51B: Standard for Fire Prevention During Welding, Cutting and Other Hotwork, 2003 Edition
- NFPA 54: National Fuel Gas Code, 2006 Edition
- NFPA 55: Standard for the Storage, Use, and Handling of Compressed Gasses and Cryogenic Fluids in Portable and Stationary Containers, Cylinders, and Tanks, 2005 Edition
- NFPA 58: Liquefied Petroleum Gas Code, 2008 Edition
- NFPA 59: Utility LP-Gas Plant Code, 2008 Edition
- NFPA 72: National Fire Alarm Code, 2007 Edition
- NFPA 80: Standard for Fire Doors and Windows, 2010 Edition
- NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2008 Edition
- NFPA 99: Standard for Health Care Facilities, 2005 Edition
- NFPA 99B: Standard for Hypobaric Facilities, 2005 Edition
- NFPA 101: Life Safety Code, 2009 Edition
- NFPA 102: Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures, 2006 Edition
- NFPA 110: Standard for Emergency and Standby Power Systems, 2005 Edition
- NFPA 160: Standard for the Flame Effects Before an Audience, 2006 Edition
- NFPA 211: Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances, 2006 Edition
- NFPA 214: Standard on Water-Cooling Towers, 2005 Edition
- NFPA 220: Standard on Types of Building Construction, 2006 Edition
- NFPA 318: Standard for the Protection of Semiconductor Fabrication Facilities, 2006 Edition
- NFPA 385: Standard for Tank Vehicles for Flammable and Combustible Liquids, 2007 Edition
- NFPA 409: Standard on Aircraft Hangers, 2004 Edition

- NFPA 418: Standard for Heliports, 2006 Edition
- NFPA 495: Explosive Materials Code, 2006 Edition
- NFPA 496: Standard for Purged and Pressurized Enclosures for Electrical Equipment, 2008 Edition
- NFPA 750: Standard on Water Mist Fire Protection Systems, 2006 Edition
- NFPA 1122: Code for Model Rocketry, 2008 Edition
- NFPA 1123: Code for Fireworks Display, 2006 Edition
- NFPA 1124: Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles, 2006 Edition
- NFPA 1126: Standard for the Use of Pyrotechnics Before a Proximate Audience, 2006 Edition
- NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems, 2008 Edition

(b) **Specific Provisions**: The City of Lewiston Fire Prevention Code incorporates by reference National Fire Protection Association (NFPA) #101, *Life Safety Code,* 2009 edition; NFPA #80, *Standard for Fire Doors and other Opening Protectives,* 2010 edition; and NFPA #220, *Standard on Types of Building Construction*, 2006 edition. Specific provisions of the Life Safety Code have been excluded to avoid conflict with the *Maine Uniform Building and Energy Code*, and several provisions have been modified to make the provisions specific to Maine. This section also includes rules governing portable classrooms and indoor and special pyrotechnic events.

1. This rule incorporates by reference National Fire Protection Association Standard #101, *Life Safety Code*, 2009 edition.

A. **Unvented fuel-fired heaters**. Unvented fuel-fired heaters shall not be used in a bedroom or bathroom or in a manufactured home.

B. **Extinguishment Requirements**. The following provisions of NFPA # 101, the *Life Safety Code*, 2009 edition, are not incorporated by reference:

1. Chapter 12, section 12.3.5.3, subsections 3 & 4; and,
2. Chapter 13, section 13.3.5.3, subsections 1 & 2.

C. **Extinguishment Requirements in One- and Two- Family Dwellings**. Section 24.3.5.1 of NFPA #101, the *Life Safety Code*, 2009 edition, is not incorporated by reference.

D. **Stair risers, guards, treads, and tread nosing**. The following provisions of NFPA # 101, *Life Safety Code*, 2009 edition, are modified as indicated: The maximum height of risers as prescribed in Chapter 24, Section 24.2.5 is modified to permit a maximum 7 ¾" riser for newly constructed stairs in one- and two family dwellings only. The minimum height of guards as prescribed in Chapter 24, Section 24.2.5 is modified to permit a minimum guard height of 36" for newly constructed stairs in one- and two family dwellings only. The minimum tread depth as prescribed in Chapter 24, Section 24.2.5 shall be amended to permit a 10" tread depth for newly constructed stairs in one-and two family dwellings only. Tread nosing as prescribed in Chapter 7, Section 7.2.2.3.5 is modified to permit a

nosing at least ¾" but not more than 1 ¼" in depth for newly constructed one-and two family dwellings.

E. **Separated Occupancies**. Tables 6.1.14.4.1 a & b, "*Required Separation of Occupancies (hours.)*" shall be crossed referenced with Table 508.4 *Required Separation of Occupancies* of the *2009 International Building Code(IBC).* Where separation requirements in the two tables conflict, separation requirements set forth in the IBC table control.

F. **Accessory Occupancies**. Chapter 6, Section 6.1.14.1.3 of NFPA # 101, *Life Safety Code*, 2009 edition, is not incorporated. Section 508.2 *Accessory Occupancies,* of the *2009 International Building Code* governs.

G. **Dead End Corridors**. The following provisions of NFPA # 101, *Life Safety Code*, 2009 edition, are modified as indicated: Chapter 18, Section 18.2.5.2 is modified to require dead end corridors not to exceed 20 feet. Chapter 32, Section 32.3.2.5.4 is modified to require dead end corridors not to exceed 50 feet. Chapter 42, Table 42.2.5 is modified to require that a dead end corridor in an ordinary hazard storage occupancy protected by a sprinkler system not exceed 50 feet. A dead end corridor in an ordinary hazard storage occupancy not protected by a sprinkler shall not exceed 20 ft.

2. This rule incorporates by reference the National Fire Protection Association Standard #80, *Standard for Fire Doors and other Opening Protectives*, 2010 edition.

3. This rule incorporates by reference the National Fire Protection Association Standard #220, *Standard for Types of Building Construction*, 2006 edition.

4. **Portable Classrooms**

Portable Classrooms shall mean buildings manufactured and moved to a site to provide educational space for educational facilities. Similar portable classrooms may be site built if the installation follows these requirements and a construction permit is obtained in accordance with Title 25 M.R.S.A. §2448.

A. All portable classrooms shall be placed in such a manner that no part of the portable classroom is within 20 feet horizontally to any other building.

B. Groups of portable classrooms shall maintain 20 feet of clearance between individual buildings.

C. All groups of buildings under this construction shall have a construction permit issued by the Office of State Fire Marshal as required by Title 25 M.R.S.A. §2448.

D. Buildings and groups of buildings on the same property shall have fire alarm systems as required (NFPA 101, 2006~~9~~ edition, Sections 14.3.4 and 15.3.4) and all systems shall be interconnected.

E. Fire Drills shall be conducted in conjunction with drills in main educational buildings.

F. Portable classrooms shall meet all egress requirements of the adopted National Fire Protection Association Standard #101, *Life Safety Code*, 2009 edition.

G. No installation shall be completed unless a letter from the municipal fire authority has been received by the Office of State Fire Marshal. This letter must indicate that the fire authority's ability to respond to fire emergencies will not be hindered by the placement of the portable classrooms and that the installations of the portable classrooms do not violate local ordinances.

5. Indoor Pyrotechnic Events

Indoor events using special effect display features, as defined in Title 8 M.R.S.A. §221-A, shall be held only:

A. In buildings fully protected by automatic fire sprinkler systems meeting all requirements of National Fire Protection Association #13, *Installation of Sprinkler Systems*, 2006 edition.

B. With the prior approval of the Office of State Fire Marshal in accordance with the requirements of Title 8 M.R.S.A., Chapter 9-A; Rules Chapters 20 and 26; and the following:

1. The announcement required by Chapter 20, Section 9 shall be made regardless of capacity.

2. The special effect display shall be conducted by a licensed Fireworks Technician with appropriate Indoor and/or Flame Effect endorsement.

3. The event shall be monitored by the Office of State Fire Marshal.

4. An inspection by the Office of State Fire Marshal shall be completed prior to the commencement of the event with all scenery, effects, and equipment in place.

6. Special Pyrotechnic Amusement Events

A. A special pyrotechnic amusement event is an event, including but not limited to such events as a magic show or theatrical performance, which uses no more than 1 ounce of flash paper, or small open flame devices such as candles, matches or lighters, or similar devices approved for use at special pyrotechnic amusement events by the Office of State Fire Marshal.

B. An operator of a special pyrotechnic amusement event shall register with the Office of State Fire Marshal and provide a list of scheduled events and their locations. Such registration shall be valid for a period of 1 year. Location and event schedules shall be updated with the Office of State Fire Marshal no less than 10 days prior to any newly scheduled event or location.

C. An operator or manager of a special pyrotechnic amusement event shall obtain licensure as a Fireworks Technician with indoor pyrotechnic endorsement pursuant

to Title 8 M.R.S.A. Chapter 9-A or conduct the event under the direct supervision of one holding this license.

7. Announcement required

At every event with a defined start time, where an assembly occupancy can accommodate 300 occupants or more, the event manager, operator, sponsor, or a designee shall make an audio announcement to all occupants, prior to the commencement of the event, regarding the following:

A. Location of exits;

B. Smoking rules and regulations;

C. Use of open flame devices;

D. What to do in case of emergency evacuation; and

E. Location of any first aid stations.

Such events include but are not limited to those held at armories, assembly halls, auditoriums, dance halls, exhibition halls, gymnasiums, special amusement buildings regardless of occupant load, and theaters.

(c) All NFPA codes and portions therefore adopted by this section may be viewed by contacting the Lewiston Fire Prevention Bureau.

LEGAL AD

PUBLIC HEARING NOTICE
CITY OF LEWISTON
PROPOSED ORDINANCE AMENDMENTS

Public hearings on the following ordinance amendments, for passage on first reading, will be held in the Council Chambers, City Building, on **Tuesday, September 6, 2011, at 7:00pm**, 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 ordinance adoption.

FIRE PREVENTION AND PROTECTION ORDINANCE

This amendment involves the adoption of the amended version of the 2009 National Fire Prevention Association 101 Life Safety Code and the repeal of the 2003 edition of the Code.

OFFENSES AND MISCELLANEOUS PROVISIONS ORDINANCE

This amendment formalizes the authorization for the Fire Chief to require fire guard personnel at public gatherings.

BUILDINGS AND BUILDING REGULATIONS ORDINANCE

This amendment is for the adoption of the amended version of the 2011 Edition of the National Electrical Code.

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

Kathleen M. Montejo, MMC
City Clerk

LEGAL AD - SUN JOURNAL - Thursday, Sept 1, 2011

TO:	LSJ Advertising Dept.	784-3062 fax	Attn: Venise
FROM:	Lewiston City Clerk's Office	784-2959 fax	

Thank you.

Please bill the City Clerk's Dept account.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 5

SUBJECT:

Public Hearing and First Passage regarding an amendment to the Offenses and Miscellaneous Ordinance regarding Fire Department supervision at public gatherings.

INFORMATION:

In the present City Code, the Chief of Police has the authority to require the presence of police officers at any event of public gathering, in order to provide for the public health, safety and welfare. If the Chief requires the presence of officers, the event organizers pay for the police coverage for their event.

The Fire Chief has similar authority under the State Fire Marshall's Office, yet it was discussed at a recent City Council meeting that the Lewiston City Code should contain specific language authorizing the Fire Chief to have the same authority and discretion for assigning personnel to public gatherings that the Chief of Police has under the Code.

This proposed amendment will grant the same level of authority to the Fire Chief that the Chief of Police has regarding public gatherings.

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

That the proposed amendment to the City Code of Ordinances, Chapter 50 "Offenses and Miscellaneous", Section 50-12, "Fire Supervision of Public Gatherings", receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regular City Council meeting.

No. 11-
Effective:

AN ORDINANCE PERTAINING TO FIRE SUPERVISION OF PUBLIC GATHERINGS

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 50 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 50

OFFENSES AND MISCELLANEOUS

ARTICLE I. IN GENERAL

Sec. 50-12. Fire supervision of public gatherings; fee.

(a) The Fire Chief when notified of the plans for any public gathering shall, if in his judgment fire supervision of such public gathering shall be required in order to maintain and preserve the public health, safety and morals, assign such number of fire guards to supervise such public gathering as may be necessary in his judgment to carry out the provisions of this section.

(b) The fee to be paid any fire guard acting in accordance with this section shall be determined by the city council and shall be paid by the person conducting the event causing such public gathering.

Secs. 50-~~12~~ 13—50-35 Reserved.

Note: Additions are underlined; deletions are ~~struck-out~~.

LEGAL AD

PUBLIC HEARING NOTICE
CITY OF LEWISTON
PROPOSED ORDINANCE AMENDMENTS

Public hearings on the following ordinance amendments, for passage on first reading, will be held in the Council Chambers, City Building, on **Tuesday, September 6, 2011, at 7:00pm**, 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 ordinance adoption.

FIRE PREVENTION AND PROTECTION ORDINANCE

This amendment involves the adoption of the amended version of the 2009 National Fire Prevention Association 101 Life Safety Code and the repeal of the 2003 edition of the Code.

OFFENSES AND MISCELLANEOUS PROVISIONS ORDINANCE

This amendment formalizes the authorization for the Fire Chief to require fire guard personnel at public gatherings.

BUILDINGS AND BUILDING REGULATIONS ORDINANCE

This amendment is for the adoption of the amended version of the 2011 Edition of the National Electrical Code.

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Kathleen M. Montejo, MMC
City Clerk

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LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 6

SUBJECT:

Amendments to the Facilities Use Policy regarding the addition of fire guard personnel at events held in city facilities.

INFORMATION:

This item is in conjunction with agenda item number 5. The proposed amendment to the City's Facilities Use Policy formalized the authority of the Fire Chief to determine how many fire guard personnel should be required at events held in city owned facilities.

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

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

To approve the proposed amendments to the Facilities Use Policy, Policy Manual Number 28, as recommended by the City Administrator and the Fire Chief.

(Note - Full copy of the amendments are attached.)

FACILITY USE

Section 8 - City Requirements and Responsibilities

A. Tentative holds on dates will be allowed for only a period of seven (7) calendar days. After this period has expired, the tentative hold may be canceled at any time.

B. No refund shall be made upon cancellation of any booking unless such cancellation is made at least thirty (30) days prior to the scheduled event.

C. The Director shall inform both the Police Chief and the Fire Chief in writing of all major scheduled events following the signing of a contract.

D. It shall be the responsibility of the Chief of Police and Chief of Fire, in cooperation with the Director, to determine how many police officers and fire guards and what, if any, additional private security will be required for the scheduled event. Certain events will require the services of a representative of the Fire Marshall's Office. The determination shall be made by the person or persons acting on the application, and the fee for this service shall be the responsibility of the licensee.

E. Public dances, primarily for high school students, will not operate beyond 11:30 p.m. without special permission from the Director.

F. Similar type competitive events will not be allowed within seven (7) days of a contracted booking. The decision as to whether or not an event is considered to be a competitive event shall be made by the Director.

G. The Director may waive any provisions or requirements of this policy, except for fees, with prior approval of the City Administrator's Office or the Facility Use Review Committee.

Note: Additions are underlined; deletions are ~~struck-out~~.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 7

SUBJECT:

Order - Authorizing the City Administrator to Enter into a Lease for the use of the Holy Family Field.

INFORMATION:

The Holy Family field is owned by the Roman Catholic Diocese of Portland and the City has had a lease for the use of the field since the 1990s. The Recreation and School Departments utilize the field on a regular basis for sporting events. The present lease is expiring and the proposed lease agreement is substantially the same as the expiring one it is replacing. The Council is requested to authorize the City Administrator to enter into a new lease, substantially in the form as is presented.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EABkmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M

To approve the Order authorizing the City Administrator to enter into a lease agreement with the Roman Catholic Diocese of Portland for the use of the Holy Family field by the City's Recreation and School Departments.

Lewiston
All-America City
2007

City of Lewiston, Maine
City Council Order
September 6, 2011

ORDER, Authorizing the City Administrator to Enter into a Lease for the Use of Holy Family Field.

Whereas, Holy Family Field is owned by the Roman Catholic Diocese of Portland; and

Whereas, the City of Lewiston entered into a Lease for the use of Holy Family Field with the Roman Catholic Bishop of Portland as early as 1990; and

Whereas, from time to time, it is necessary to enter into a new lease at the point where the prior lease expires; and

Whereas, this field has the capacity to host athletic activities sponsored by the Recreation and School Departments as well as other community sport organizations; and

Whereas, a significant community-wide demand exists for multi use fields over and above what can be provided by City-owned facilities; and

Whereas, this Lease will benefit both the City and local non-profit sport organizations; and

Whereas, this Lease is substantially the same as the expiring one it is replacing;

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

the City Administrator is authorized to enter into a Lease, in substantially the form as is attached hereto, with the Roman Catholic Bishop of Portland to allow for the use of Holy Family Field by the City's Recreation Department.

LEASE

THIS INDENTURE OF LEASE, made the ___th day of _____, 2011.

WITNESSETH, that the ROMAN CATHOLIC BISHOP OF PORTLAND (hereinafter Lessor), a body politic and corporation sole, created and existing under the laws of the State of Maine does hereby lease, demise and let unto THE CITY OF LEWISTON (hereinafter Lessee), a body politic and municipal corporation, in the County of Androscoggin, State of Maine; a certain lot or parcel of land situated in Lewiston, County of Androscoggin, State of Maine; bounded and described as follows:

> Beginning at a point located on the Holy Family Baseball/Softball Field, said field being located near the intersection of Farwell and Sabattus Streets, approximately fifty (50) feet to the rear of the existing backstop, at a point where an existing retaining wall intersects the chain-link fence; thence along the said chain-link fence southwesterly approximately three-hundred-and-twenty-five feet (325') to the parish line; thence northwesterly approximately three hundred feet (300'); thence north easterly in a straight line three-hundred-and-seventy-five feet (375') to the paved area; thence southeasterly three hundred and twenty-five (325') to the point of beginning. EXCEPTING the land conveyed to Maine Family Federal Credit Union by deed from the Lessor, dated October 27, 2004 and recorded in the Androscoggin County Registry of Deeds.

TO HOLD for the term of one (1) year, from the 1st day of September, 2011, and ending on the last day of August, 2012, yielding and paying therefore the rent of one dollar ($1.00) for the said one (1) year term. This lease shall renew automatically for additional one year terms, unless and until one of the parties gives notice to the other of non-renewal which notice is provided more than 60 days prior to the expiration of the applicable term. Notwithstanding the above, after August 31, 2116 this lease no longer shall renew automatically under any conditions.

Alterations

Alterations shall not be made to the demised premises without the written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed.

Repairs and Maintenance

Lessee agrees to repair and maintain the surface of the demised premises, including without limitation lawn mowing for the athletic events to be played thereon, and for such other and further use of the demised premises made by the Lessee.

Assigning, Mortgaging, Subletting

Lessee agrees not to assign, mortgage, pledge or encumber this Lease or sublet the demised premises without obtaining the written consent of Lessor.

Limitations

This lot or parcel of land will not be used by Lessee on Sunday before one (1) p.m. or after four (4) p.m.; or on Saturday after three (3) p.m; or during the hours from 8 a.m. to 3 p.m. during weekdays while the Spurwink School is using the field under its separate lease with Lessor.

Insurance

The Lessee shall maintain throughout the term of this lease a policy or policies of general liability insurance indemnifying the Lessor, as its interests may appear, against all claims and demands for any personal injuries to or death of any persons, and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount not less than **One Million ($1,00,000.00) dollars** for injury to or death of one person, **One Million ($1,000,000.00) dollars** for injury to or death of

more than one person in any single accident, and for not less than Fifty Thousand ($50,000.00) dollars for damages to or destruction or loss of property. Copies of such policies together with evidence of payment of premiums shall be furnished to the Lessor.

Lessor shall include, in its liability program, its own liability for all claims and demands for any personal injuries to or death of any persons, and damage to or destruction or loss of property which are associated in any way with the operation or occupancy by Lessor (including its agents, guests, invitees, employees or students) of the demised premises, and such inclusion shall not accomplish any waiver by Lessor of any defense to any such claim by any third-party. Copies of such policies as applicable together with evidence of payment shall be furnished to Lessee.

Waiver of Subrogation

Lessor and Lessee release each other from any liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to any property, or any resulting loss of income, or losses under any workers' compensation laws and benefits, notwithstanding the fact that such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each party shall include in any insurance policy or policies required by this Lease a provision that any such release shall not adversely affect said policies or prejudice any right to recover under such policies. If the release set forth in the paragraph contravenes any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released, but no action or rights shall be sought or enforced against such party unless and until all rights

and remedies against the claimant's insurer are exhausted and the claimant shall be unable to collect such insurance proceeds. The provisions of this paragraph shall not limit a party's obligation to indemnify the other party against third-party claims under this Lease.

This waiver of subrogation provision contained in the second sentence of the preceding paragraph does not apply to any payments for loss paid or payable through Diocesan self-insurance or pooled Diocesan funds (even if such payments are made by or through a third-party administrator or insurance company), but solely to payments paid or payable through insurance funds payable under an insurance policy. No party shall be required to waive subrogation with respect to self-insurance or pooled risk arrangements, rather than insurance policies.

Indemnification

Lessee shall indemnify and hold Lessor harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, and expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against Lessor, to the extent arising from any use or condition of the demised premises created by or attributable to Lessee on or about the demised premises, and not caused by the negligence of the Lessor. It is the intent of the Lessee that the indemnification by Lessee of Lessor under this provision and under any other provision of this Lease waives any Maine Tort Claims Act immunity or other governmental immunities or damage limitations to the extent expressed thereby (such waiver being accomplished only to that extent and not to the extent of waiving any immunity of the

Lessee to third-parties) provided, that Lessee does not waive any any Maine Tort Claims Act immunity or other immunities for any claim to the extent such claim exceeds **One Million ($1,00,000.00) dollars** arising out of a single occurrence, and Lessee voluntarily relinquishes such immunities to that extent so as to accomplish that indemnification.

Lessor shall indemnify and hold Lessee harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, and expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against Lessee, to the extent arising from any act or omission of the Lessor, and not caused by the negligence of the Lessee.

Compliance with Laws

Lessee covenants that it shall not cause the demised premises to be knowingly used in any way for any unlawful purposes. Lessee covenants that it will not cause any activity on or about the demised premises which would result in adverse or notorious publicity or affect the good name and reputation of the Lessor.

Restrictions

Lessee agrees that, during the term of the original Lease and any renewal thereof, it will not use the demised premises for any purpose other than an athletic field.

Quiet Enjoyment

Lessee, upon observing and keeping all covenants and agreements of this Lease on its part to be kept, shall quietly have and enjoy the demised premises during the term, without hindrance or molestation by anyone.

Costs

If any legal action, suit or proceeding is commenced between Lessee and Lessor regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, reasonable attorney's fees and court costs. The term "prevailing party" means the party which obtains the principal relief it has sought, whether by compromise, settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. IN WITNESS WHEREOF, the parties hereto have hereunto interchangeably set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

The Roman Catholic Bishop of Portland

_____

By:_____
The Roman Catholic Bishop of Portland

City of Lewiston

_____

By:_____

STATE OF MAINE
CUMBERLAND, ss.

DATE: _____, 2011

Personally appeared the above named Richard Malone, the Roman Catholic Bishop of Portland, and acknowledged the above instruction to be his free act and deed in his said capacity, and the free act and deed of said corporation sole.

Before me,

_____

Notary Public

STATE OF MAINE
ANDROSCOGGIN, SS.

DATE: _____, 2011

Personally appeared the above named _____, duly authorized official of the City of Lewiston, and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said corporation.

Before me,

_____

Notary Public

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 8

SUBJECT:

Order - Authorizing the City Administrator to Execute a New Lease with Catholic Charities Maine for use of Lewiston City Hall and for its share of the cost of the Social Services Department receptionist.

INFORMATION:

In February 2011, the City entered into a one year lease agreement with Catholic Charities Maine (CCM) to provide office space in City Hall so they could provide immigrant services for Lewiston residents. Due to federal funding budget cuts, CCM is reducing their staff and therefore does not need as much office space from the City. This new one year lease will reflect the changes.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

GAB\kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M

To approve the Order authorizing the City Administrator to Execute a new lease with Catholic Charities Maine for use of Lewiston City Hall and for its share of the cost of the Social Services Department receptionist.

Lewiston
All-America City
2007

City of Lewiston Maine
City Council Order
September 6, 2011

Order, Authorizing the City Administrator to Execute a New Lease with Catholic Charities Maine for Use of Lewiston City Hall and for its Share of the cost of the Social Services Department Receptionist.

Whereas, in February 2011, the City entered into a one year lease agreement with Catholic Charities Maine to provide space in City Hall to provide immigrant services for Lewiston residents; and

Whereas, continued cutbacks in federal immigrant funding have necessitated a reduction in Catholic Charities Maine personnel and services; and

Whereas, the new one year lease will be for reduced office space in City Hall and a smaller annual payment but maintains Catholic Charities Maine's original commitment to fund fifty percent of the part-time Social Services Department receptionist position; and

Whereas, these are the only changes to the existing lease;

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

The City Administrator is authorized to execute a new lease with Catholic Charities Maine for use of Lewiston City Hall and its payment share for the Social Services Department receptionist.

LEASE AGREEMENT BETWEEN

CITY OF LEWISTON
AND
CATHOLIC CHARITIES MAINE

This Lease is made between the **City of Lewiston**, hereinafter called "Landlord", with a mailing address of, 27 Pine Street, Lewiston ME 04240 and **Catholic Charities Maine**, hereinafter called "Tenant", with a mailing address of PO Box 10660, Portland, ME 04104, for the purpose of leasing space at Lewiston City Hall, 27 Pine Street, Lewiston, ME.

Premises

To lease 1 **currently occupied** (see attached floor plan) office spaces on the 3rd floor of the Lewiston City Hall.

Term

This Lease would be for a **term of one year** from September 1, 2011 to August 31, 2012. Any provisions to extend the lease at the end original term must be done in writing at least 120 days prior to the expiration date.

Term Notice

If CCM must terminate a significant number of programs due to lack of funding, the lease may be terminated upon a 120 day written notice.

If premises are destroyed by fire or other casualty, then the lease can be terminated by Landlord or Tenant.

If property is claimed by Eminent Domain then the lease is terminated.

Monetary Amounts

The Tenant agrees to pay the Landlord the rental amount of Five Thousand per year, or $416.67 per month for the office space, payable on the first day of each month.

The Tenant agrees to pay for Lewiston Social Services receptionist costs at a rate of $14.00 per hour for 9.75 hrs per week payable on the 15th of each month during the term of this lease.

No rental shall be due and payable until the beginning of the first month or partial month of occupancy.

Alterations

No structural alterations shall be made to the premises by Tenant without the written consent of the Landlord. Tenant when so authorized shall have the right to make alterations or additions to the demised premises at its sole cost and expense; provided nevertheless that any such alterations or additions shall be of workmanship and material at least equal to that state or condition of the demised premises as they exist immediately prior to the making of such alterations or additions.

Landlord hereby covenants and agrees to join with Tenant in applying for and securing from any governmental authority having jurisdiction thereof, any permits or licenses which may be necessary in connection with the making of any alterations, additions or changes, and Landlord agrees, upon request by the Tenant, to execute or join in the execution of any application for such licenses and permits.

Repairs and Maintenance

Tenant by taking possession of the premises, shall accept and shall be held to have accepted the same as suitable for the use intended by Tenant. Landlord shall be responsible for maintenance and repair of the roof, exterior walls, windows, including exterior window washing, structure, heating and plumbing systems, and electrical system and common areas and common facilities of the Building as necessary to maintain them in good order and condition; provided, however, that any such maintenance or repairs made necessary by fault or neglect of the Tenant or the employees and visitors of the Tenant shall be at the expenses of the Tenant.

Utilities

Heat, lights and water to the demised premises shall be provided by the Landlord. Landlord shall maintain control of its heating and lighting systems.

Janitor and Char Services

Basic and reasonable janitor and char services required by the Tenant are to be at the expense of the Landlord.

Landlord shall provide the snow removal and sanding when appropriate to allow safe ingress and egress to demised premises. Parking areas shall be maintained by the municipality's Public Works Department.

Taxes

Landlord shall pay all taxes and other assessments, if any, when due on its real property which shall be lawfully assessed by any governmental authority, as well as any personal property taxes assessed on Landlord's furniture and equipment which may be located on the premises and used by the Tenant.

Insurance

The Landlord shall obtain and maintain fire and extended coverage insurance upon the demised premises.

The Tenant agrees that it will maintain throughout the term of this Lease a policy or policies of general liability insurance in an insurance company licensed to do business in the State of Maine naming and indemnifying the Landlord, as its interest may appear, against all claims and demands for any personal injuries to or death of any persons, and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount not less than One Million Dollars' ($' 1,000,000.00) in a single limit policy. Copies of such policies together with evidence of payment shall be furnished to the Landlord. Tenant shall also maintain throughout the term of this Lease and any extensions thereof a fire policy on the contents of the building belonging to the tenant. It is acknowledged and understood by the parties hereto that such insurance for fire and extended coverage as the Landlord elects to purchase shall be for the sole benefit of the Landlord and that such insurance shall not cover Tenant's personal property, trade fixtures, leasehold improvements and other appurtenances

and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace the same. The Landlord shall, upon the request of the Tenant, deposit certificates of such insurance at or prior to the commencement of the term and thereafter ten (10) days prior to the expiration of such policies. Such policies shall, to the extent obtainable, provided that the policies may not be canceled without at least ten (10) days prior written notice to each assured.

Signs

Tenant shall not paint or place any signs, displays, advertising devices or the like upon the windows of the premises or at any other location in, upon or about the premises or the building which are visible from outside the premises or the building without the prior consent of the Landlord, which shall not be unreasonably withheld or delayed.

Compliance with Laws

Tenant agrees that it will not knowingly do, and will not knowingly permit its agents, servants, invitees and guests to do anything in, on or'ijbollt the demised premises which would result in adverse and notorious publicity or affect the good name and reputation of the Landlord. Landlord shall provide fire extinguishers and other safety devices and shall not store any dangerous, flammable, or other toxic materials on or near the premises.

Landlord shall be responsible for making existing facilities used by Tenant, its agents, servants, employees, business invitees and guests readily accessible and usable to handicapped individuals pursuant to the terms and provisions of Americans with Disabilities Act and all local and State codes.

Use

Tenant agrees that during the term of the original Lease and any renewal thereof it will not use the demised premises for any purpose other than for office use.

Access of Landlord

Landlord, its agents, employees, servants or other representatives shall have reasonable access to the demised premises for the purpose of examining and inspecting the same and of showing said premises to prospective purchasers, provided that such access shall not unnecessarily interfere with Tenant's use of the premises nor the conducting of the tenant's business thereon.

Default by Tenant

It is mutually agreed that if Tenant shall be in default in performing any of the terms or provisions of this Lease and if Landlord shall give to Tenant notice in writing of such default and if Tenant shall fail to cure such default within thirty (30) days after the date of receipt of such notice, then and in such event, Landlord may cure default for the account of and at the cost and expense of Tenant and the sum so expended by Landlord shall be deemed to be rent and on demand shall be paid by Tenant to Landlord. Landlord agrees that such default if, but only if paid for by Tenant within thirty (30) days after receipt of first notice as aforesaid shall not be the basis of a forfeiture of this Lease or otherwise result in the eviction of Tenant or the termination of this Lease.

Except as provided in the preceding paragraph, in the event Tenant violates any of the terms, covenants or conditions of this Lease on its part to be performed, and such violation continues after notice to Tenant, then and in such case Tenant's right to possession of the demised

premises shall thereupon terminate immediately if Landlord so elects, but not otherwise, upon Landlord giving Tenant thirty (30) days notice of such election. And the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of said premises and in such event this Lease shall terminate upon Landlord giving Tenant notice of such election, both Landlord and Tenant hereby expressly waiving any provision of law now in force or which may hereafter be enacted giving either Tenant or Landlord any rights other than expressed herein.

Default by Landlord

It is mutually agreed that if Landlord shall be in default in performing any of the terms or provisions of this Lease and if Tenant shall give to Landlord notice in writing of such default and if Landlord shall fail to cure such default within fifteen (15) days after the date of receipt of such notice, then and in such event, Tenant may cure default for the account of and at the cost and expense of Landlord by deducting said cost and expense from the rent due Landlord. In such event, the Tenant shall have all legal and equitable rights normally available for such a default including, but not limited to, the option to terminate or continue the existing Lease.

Waiver

Tenant covenants and agrees that, except as herein otherwise provided, the rights and remedies of Landlord under this Lease shall be cumulative and that the exercise of anyone of them shall not be exclusive of any other right or remedy provided by this Lease or otherwise allowed by law or in equity and that waiver by Landlord of any breach of any covenant or covenants or conditions of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any other or further breach of any covenant or covenants or conditions or failure or omission on the part of Tenant to perform any other different covenant or condition on the same or any other occasion and that, except as aforesaid, the receipt of any rent or other amounts or any portion thereof shall not operate as a waiver of Landlord's right to enforce the payment of subsequent installments of rent or any of the other rights of Landlord under this Lease, by any remedies which may be available to Landlord.

Waiver of Subrogation

(A) Each of Landlord and Tenant hereby releases the other to the extent of its insurance coverage, from any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any persons claiming under it, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as releasor's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect said policies or the right of the releasor to recover thereunder. Each of Landlord and Tenant agrees that its fire and extended coverage insurance policies will include such a clause so long as the same is obtainable and is includible without extra costs, or if such extra cost is chargeable therefore, so long as the other party pays such extra cost. If extra cost is chargeable therefore, each party will advise the other thereof and of the amount thereof, and the other party, at its election, may pay the same but shall not be obligated to do so.

(B) Except as provided in Section (A) of this Article, nothing else in this Lease contained shall be deemed to release either party hereto from liability for damages resulting from the fault or negligence of said party or its agents.

Damage to Premises

If the demised premises shall be so damaged by fire, the elements, casualty, war, insurrection, riot, public disorder, acts authorized on the part of any governmental authority or any cause or happening so as to be substantially destroyed, then Landlord or Tenant may terminate the Lease. In the event of partial destruction which requires less than ninety (90) days to repair, Landlord may restore demised premises to their previous condition and Tenant shall have the option to terminate or continue the existing Lease. In such event, the rental herein shall be abated in the proportion that the amount of space which is not available to and usable by the Tenant as a result of such casualty and/or the work and labor incidental to its rehabilitation bears to all of the space in the demises premises.

Limitations

This lease is made subject to budgetary funding. In the event that the amount of funds is such that the Tenant must terminate a significant portion of its program, this lease may be terminated upon (120) days written notification given to Landlord by Tenant, and Tenant shall not be liable for or owe any rent to the Landlord beyond the end of the (120) day period. This provision shall not be construed so as to permit the Tenant to cancel the lease in order to lease similar premises from a third party.

Quiet Enjoyment

Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the premises during the term of this Lease, without hindrance 01' molestation by anyone. Landlord shall quietly have and enjoy the premises during the term of this Lease, without hindrance or molestation by anyone.

Notice

Any notice required to be given hereunder by either party shall be in writing and shall be mailed or delivered in hand to Landlord at City of Lewiston, 27 Pine Street. Lewiston, ME 04240, and to Tenant, Catholic Charities Maine, PO Box 10660, Portland, ME 04104. or at such other addresses as may from time to time be designated in writing by the addressee to the other party.

Modifications

No modifications of this Lease shall be binding unless in writing executed and acknowledged in due form for recording.

Captions

The captions of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease, nor shall they be considered in the interpretation of any of the provisions hereof.

CITY OF LEWISTON

_____ _____
Signature Witness

_____
Printed Name & Title

_____
Date

CATHOLIC CHARITIES MAINE

_____ _____
Signature Witness

_____
Printed Name & Title

_____
Date

Catholic Charities Maine Lease Proposal – 9.6.11 – 3rd floor location near elevator

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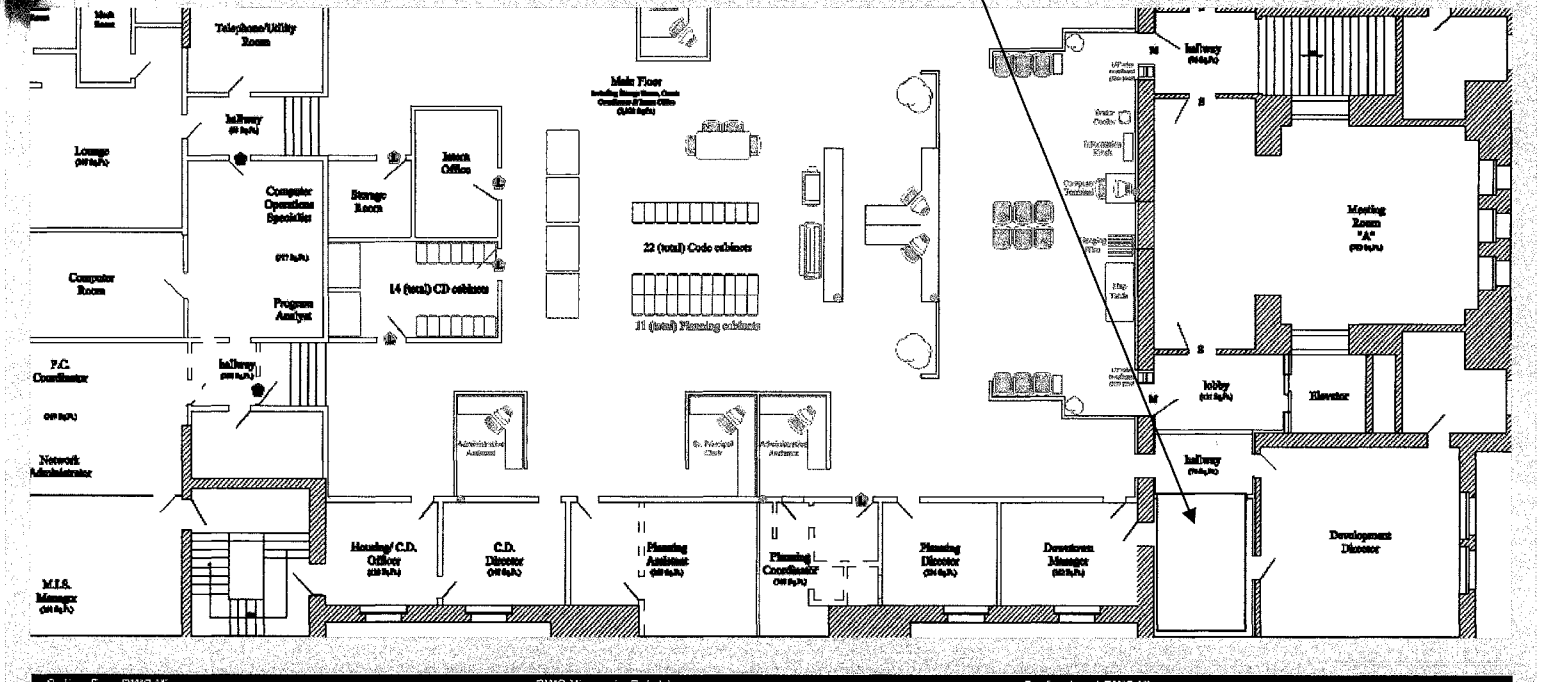

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LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 9

SUBJECT:

Resolve - Authorizing the use of Community Development Block Grant funds for a Downtown Residential Neighborhood Transportation Flow Study.

INFORMATION:

In the Fiscal Year 2009 Community Development Block Grant Budget, $175,400 was allocated to the Downtown Neighborhood Improvement Reserve to be used toward implementation of the Downtown Neighborhood Action Plan. Of this amount, roughly $122,000 remains available. A section of the Action Plan dealt with streets, sidewalks, and transportation and recommended a number of actions including improving streetscapes, narrowing certain roads, and intersection improvements. Portions of these recommendations have and are being implemented (e.g., the reconstruction of Ash and Pine). Last year, a portion of Horton Street was reconstructed with the initial idea of changing it to a one-way street. At that time, the Council indicated that it was uncomfortable making this change without an overall transportation and circulation plan for the area.

We have pursued this concept and are proposing that $8,000 from the Downtown Neighborhood Reserve be used as the local share of a $40,000 project to undertake a transportation and circulation flow study of the area. This has been reviewed and is recommended by the Downtown Neighborhood Advisory Committee, and greater detail is available in the attached memo from City Engineer Rick Burnham.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

GAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M

To approve the Resolve authorizing the use of Community Development Block Grant Funds for a Downtown Residential Neighborhood Transportation Flow Study.

Lewiston
All-America City
2007

City of Lewiston Maine
City Council Resolve
September 6, 2011

Resolve, Authorizing the Use of Community Development Block Grant Funds for a Downtown Residential Neighborhood Transportation Flow Study.

Whereas, in 2009, the Downtown Neighborhood Task Force issued a report identifying issues facing the Downtown Residential Neighborhood and making recommendations to address them; and

Whereas, one section of the report dealt with transportation and included a series of recommendations dealing with transportation and circulation including improving streetscapes, narrowing certain roads, and intersection improvements; and

Whereas, while discussing a proposal to change Horton Street from two-way to one-way, the Council indicated that it was uncomfortable making such a change without an overall traffic and circulation plan for the area; and

Whereas, as a result of this concern, staff worked to including funding for developing such a plan in the Androscoggin Transportation Resource Center's (ATRC) proposed work plan; and

Whereas, ATRC has designated $32,000 for such a study which must be matched by $8,000 from City resources; and

Whereas, in FY 2009, the Council appropriated Community Development Grant Funds to a Downtown Neighborhood Improvement Reserve to assist in implementing the Action Plan; and

Whereas, the Downtown Neighborhood Advisory Committee has recommended that the City use these funds for the local share of this project;

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

$8,000 in previously appropriated Community Development Block Grant funds from the Downtown Neighborhood Improvement Reserve is hereby authorized for use as the local share for a Downtown Neighborhood Transportation Flow Study.

Lewiston
All-America City
2007

Department of Public Works

David A. Jones, P.E.
Director

It's Happening Here!
LEWISTON • AUBURN

To: Edward A. Barrett, City Administrator

From: Richard C. Burnham, P.E., City Engineer

Re: Downtown Transportation Flow Study

Date: August 30, 2011

The Maine Department of Transportation (DOT) as part of it planning process has funded a $40,000 study of transportation trends in downtown Lewiston. The City's match would be $8,000.

Working with Downtown Neighborhood Action Committee and the Androscoggin Transportation Resource Center (ATRC), we have come up with a scope of work for the study area which encompasses Main Street, Webster Street, Birch Street and Park Street. The scope will include baseline data collection and evaluation of traffic flows to determine efficacy of existing flow patterns and changes to those patterns. Those considerations will be changes of: existing one way to two way traffic; existing two way to one way traffic; two lane one way to one lane one way traffic, within the context of being pedestrian and bike friendly. A computerized traffic model with be utilized to evaluate the effects of selected alternatives.

The Community Development Action Committee is very interested in this process and supports using Community Development Block Grant (CDBG) money for the City's matching funds of $8,000.

If the Council approves the use of this money for the study, a project agreement will be executed between the City and DOT for the work, ATRC will solicit Request for Qualifications (RFQ's) for transportation consultants, and work on the project will start from there. ATRC will be administering the project through Public Works.

The project will likely start in the spring of 2012.

LEWISTON CITY COUNCIL
MEETING OF SEPTEMBER 6, 2011

AGENDA INFORMATION SHEET: **AGENDA ITEM NO.** 10

SUBJECT:

Resolve - To amend the name of "Judge Armand A. Dufresne, Jr. Plaza" to now read "Chief Justice Armand A. Dufresne, Jr. Plaza".

INFORMATION:

In July 2008, the Council voted to rename Courthouse Plaza on Lisbon Street to be "Judge Armand A. Dufresne, Jr. Plaza" to recognize and honor a Lewiston resident with a long and distinguished career of public service.

Mayor Gilbert has requested the Council rename the Plaza as the "Chief Justice Armand A. Dufresne, Jr. Plaza" to best accurately reflect the last judicial position held by this gentleman.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

GAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M

To approve the Resolve to amend the name of "Judge Armand A. Dufresne, Jr. Plaza" to now read "Chief Justice Armand A. Dufresne, Jr. Plaza".

Lewiston
All-America City
2007

City of Lewiston Maine
City Council Resolve
September 6, 2011

Resolve, To Amend the name of "Judge Armand A. Dufresne, Jr. Plaza" to Now Read "Chief Justice Armand A. Dufresne, Jr. Plaza".

Whereas, on July 15, 2008, the City Council voted to approve the renaming of "Courthouse Plaza" to read "Judge Armand A. Dufresne, Jr. Plaza"; and

Whereas, Mayor Laurent F. Gilbert, Jr. has requested that the name of the plaza be amended to now read "Chief Justice Armand A. Dufresne, Jr. Plaza" to properly reflect the last position held by Chief Justice Dufresne;

Now, therefore, be It Resolved by the City Council of the City of Lewiston that the park formerly known as "Judge Armand A. Dufresne, Jr. Plaza" now be renamed "Chief Justice Armand A. Dufresne, Jr. Plaza".