

LEWISTON CITY COUNCIL AGENDA
COUNCIL CHAMBERS
DECEMBER 20, 2022

5:30 p.m. Holiday Dinner for Elected Officials

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag

Lewiston Leads Presentation

Presentation – Recognition of Lewiston High School Mock Trial Team

Presentation – Recognition of students from Connors Elementary School Civic Rights Team who designed the Maine ornament for the National Christmas Tree

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 2.

Acceptance of the minutes of the November 1, 15, & December 6, 2022 meetings.

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

REGULAR BUSINESS:

1. Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, 1465 Lisbon Street.
2. Public Hearing and Final Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance to prohibit loitering, camping, sleeping or remaining on city owned properties between the hours of 9 pm and 5 am.
3. Resolve, Accepting and appropriating funds received from the City's direct participation in the class action lawsuit against the pharmaceutical companies who manufactured and distributed opioid addicting medications and drugs.
4. To approve the lease agreement between the City of Lewiston and United Somali Women of Maine, DBA Immigrant Resource Center of Maine (IRCM) for space at City Hall and authorize the City Administrator to execute the lease substantially in form as presented.
5. Reports and Updates.
6. Any Other Business Councilors or staff may have relating to Lewiston City Government.

LEWISTON CITY COUNCIL
MEETING OF DECEMBER 20, 2022

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, 1465 Lisbon Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, 1465 Lisbon Street.

The Police Department has reviewed and approved the application.

There was no reference to this 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.

HAH/kmm

REQUESTED ACTION:

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To grant a Special Amusement Permit for Live Entertainment for Fast Breaks, 1465 Lisbon Street.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 12/5/2022 12/7/2022

Expiration Date: 12/14/2022

- Class A - \$125.00 - restaurants with entertainment, which **does not have dancing**
- Class B - \$125.00 - lounges/bars with entertainment, which **does not have dancing**
- Class C - \$150.00 - either restaurants or lounges/bars with entertainment, including dancing
- Class D - \$150.00 - function halls with entertainment, including dancing
- Class E - \$150.00 - dance hall or nightclub that admits persons under the age of 21
- Class F - \$150.00 - "chem-free" dance hall or nightclub for patrons aged 18 yrs and older, with no liquor

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

****PLEASE PRINT****

Business Name: Fast Breaks Inc **Business Phone:** 207-782-3305

Location Address: 1465 Lisbon Street Lewiston, ME 04240

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

Mailing Address: Same

Email address: fastbreaks@roadrunner.com

Contact Person: Lela Richard **Phone:** 207-754-7666

Owner of Business: Lela Richard **Date of Birth:** 11/14/63

Address of Owner: 9 Sunset Ave Lisbon ME 04252

Manager of Establishment: Lela Richard **Date of Birth:** 11/14/63

Owner of Premises (landlord): Jerry Millett

Address of Premises Owner: 155 Center St Auburn, ME 04210 Bldg

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): _____

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

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

Corporation Name: Fastbreaks Inc

Corporation Mailing Address: 1465 Lisbon Street Lewiston, ME 04240

Contact Person: Lela Richard Phone: 207-754-7666

Do you permit dancing on premises? ___ Yes X 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

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? .25 mile

Please describe the type of proposed entertainment:

- dancing
- stand up comedian
- piano player
- music by DJ
- karaoke
- other, please list _____
- live band/singers
- magician
- 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: Lela Richard Title: owner Date: 12/5/2022

Printed Name: Lela Richard

Hearing Date: 12/20/22

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 20, 2022

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Public Hearing and Final Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance to prohibit loitering, camping, sleeping or remaining on city owned properties between the hours of 9 pm and 5 am.

INFORMATION:

The existing ordinance is silent on closure hours of other non-park identified city-owned property. This amendment would clarify that these parcels, including woodlands are closed during this time period and make it unlawful to be present without special circumstances and/or authorization by the city.

The City Attorney has reviewed the proposed ordinance and offered some recommended changes.

The background material contains:

- 1) A version of the wording that was adopted for first passage at the Dec. 6 Council meeting
- 2) A copy of the recommended changes from the City Attorney
- 3) The proposed wording for final passage which incorporates the City Attorney recommended changes. Since these changes are not substantial or major substantive changes, this ordinance can proceed with final passage at this meeting and does not have to go back for another first passage.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

HAH/kmm

REQUESTED ACTION:

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That the proposed amendments to the City Code of Ordinances, Chapter 50 "Offenses and Miscellaneous Provisions" regarding the prohibition of loitering, camping, sleeping or remaining on city owned property between the hours of 9 pm and 5 am, receive final passage by a roll call vote.

Version approved for first passage on Dec 6, 2022

Chapter 50
OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 50-5. Loitering generally.

- (a) It shall be unlawful for any person to loiter, loaf, wander, stand or remain idle either alone and/or in consort with others in a public place in such manner so as to commit in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or any other public place or building, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.
- (b) It shall be unlawful to stop, loiter, camp, sleep, be or remain upon any school grounds, the grounds of any municipal building, any municipal building, and municipal cemetery or park, field or woodlands, any municipal recreation facility or playfield, or any other city owned controlled or maintained property between the hours of sunset and sunrise of the following day, unless such person is in lawful employment, participating in a program or activity sponsored or authorized by the city.
- ~~(b)~~ (c) When any person causes or commits any of the conditions enumerated in subsection (a) of this section, a police officer or any law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such orders shall be guilty of a violation of this section.

Recommended changes from City Attorney

Sec. 50-5. Loitering generally.

(a) It shall be unlawful for any person to loiter, loaf, wander, stand or remain idle either alone and/or in consort with others in a public place in such manner so as to commit in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or any other public place or building, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

It shall be unlawful to ~~stop, loiter, camp, sleep, be, or remain upon any school grounds, the grounds of any municipal building, municipal building, and municipal cemetery or park, field or woodlands, any municipal recreation facility or playfield,~~ or any other city owned, controlled or maintained property between the hours of ~~sunset and sunrise of the following day:~~ 9:00 pm to 5:00am, unless such person is in lawful employment, participating in a program or activity sponsored or authorized by the City or unless such person has the prior written authorization of the City Administrator to be on said property during the aforementioned hours. In considering a request for authorization to be on said property during these hours, the City Administrator shall consider the purpose of the request/use, whether the use would unreasonably disturb persons who occupy property adjacent to the property in question, whether the use will cause damage to the property from destruction or overuse, and whether adequate facilities exist to support the proposed use. When authorizing any such use, the City Administrator may designate the specific area within City property where the use shall be permitted, based upon the foregoing criteria.

(b) When any person causes or commits any of the conditions enumerated in subsection (a) of this section, a police officer or any law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such orders shall be guilty of a violation of this section.

Commented [MIE1]: The entire paragraph is an addition to the current Ordinance. Strikeouts are deletions from, and underlines additions to, the City Council reviewed draft

Sec. 50-5. Loitering generally.

- (a) It shall be unlawful for any person to loiter, loaf, wander, stand or remain idle either alone and/or in consort with others in a public place in such manner so as to commit in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or any other public place or building, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

It shall be unlawful to camp, sleep, or remain upon the grounds of any municipal building or any municipal building, and municipal cemetery, field or woodlands, or any other city owned, controlled or maintained property between the hours of 9:00 pm to 5:00am, unless such person is in lawful employment, participating in a program or activity sponsored or authorized by the City or unless such person has the prior written authorization of the City Administrator to be on said property during the aforementioned hours. In considering a request for authorization to be on said property during these hours, the City Administrator shall consider the purpose of the request/use, whether the use would unreasonably disturb persons who occupy property adjacent to the property in question, whether the use will cause damage to the property from destruction or overuse, and whether adequate facilities exist to support the proposed use. When authorizing any such use, the City Administrator may designate the specific area within City property where the use shall be permitted, based upon the foregoing criteria.

- (b) When any person causes or commits any of the conditions enumerated in subsection (a) of this section, a police officer or any law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such orders shall be guilty of a violation of this section.

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 20, 2022

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Resolve, Accepting and appropriating funds received from the City's direct participation in the class action lawsuit against the pharmaceutical companies who manufactured and distributed opioid addicting medications and drugs.

INFORMATION:

The City agreed to be a direct participant in the class action lawsuit which entitles us to receive both direct funds from the settlement and pass-through funds from the State's apportioned award. The City has not received details on the State amount yet, but has received the first payment of the direct payment and the amount of the second half of the annual disbursement. Disbursements are expected over a period of years and are front loaded at a higher amount to begin effectuating change and provide services for those struggling with substance use disorder (SUD).

The Mayor's Ad-hoc Committee on SUD is recommending using the current allocation to purchase a used vehicle dedicated to the Project Support You (PSY) workers so they are not tied to a particular cruiser. Funding would also include a radio and gasoline costs. In addition, the City budgeted for two PSY workers but would like to move one to the second shift given the need. The Committee is recommending this move and to offer to pay a shift differential from this funding source.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

HAH/kmm

REQUESTED ACTION:

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To approve the Resolve, Accepting and appropriating funds received from the City's direct participation in the class action lawsuit against the pharmaceutical companies who manufactured and distributed opioid addicting medications and drugs.

COUNCIL RESOLVE

December 20, 2022

RESOLVE, Accepting and appropriating funds received from the City's direct participation in the class action lawsuit against the pharmaceutical companies who manufactured and distributed opioid addicting medications and drugs.

Whereas, the City, as a direct participant, is entitled to receive both direct and State pass-through settlement funds; and

Whereas, the City has received the first direct payment of \$61,022.44 and is scheduled to receive a second payment this fiscal year of \$69,081.07; and

Whereas, the Mayor created a Substance Use Disorder (SUD) Ad-hoc Committee to outline services available within the community and identify needs that remain unfulfilled and make recommendations to address those needs; and

Whereas, the City contracts with Tri-county Mental Health for two Project Support You (PSY) workers, who perform SUD and other outreach services and travel with a patrol officer in their cruiser; and

Whereas, the Committee is recommending the PSY workers have their own vehicle to provide greater efficiency in responding to those in need and move one of the workers to the second shift based upon need and provide for a shift differential;

NOW, THEREFORE, BE IT RESOLVED that the Lewiston City Council hereby authorizes the acceptance of, and appropriating from the Opioid Lawsuit Settlement Funds the following items for the remainder of the fiscal year:

Vehicle and Radio - \$65,000

Gasoline - \$3,500

Contractual Services – Shift Differential - \$2,500

LEWISTON CITY COUNCIL

MEETING OF DECEMBER 20, 2022

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

To approve the lease agreement between the City of Lewiston and United Somali Women of Maine, DBA Immigrant Resource Center of Maine (IRCM) for space at City Hall and authorize the City Administrator to execute the lease substantially in form as presented.

INFORMATION:

To increase community efforts in providing unsheltered individuals wraparound services for housing, food, and financial stability, the City is partnering with IRCM to provide two grant funded positions housed in Social Services. One position fills the role of a Housing Navigator and the second position service as a systems position assisting in service coordination and data capturing.

The attached two year lease provides for two work stations and other ancillary costs at an annual rental amount to IRCM, of \$4,200.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

HAH/kmm

REQUESTED ACTION:

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To approve the lease agreement between the City of Lewiston and United Somali Women of Maine, DBA Immigrant Resource Center of Maine (IRCM) for space at City Hall and authorize the City Administrator to execute the lease substantially in form as presented.

LEASE AGREEMENT BETWEEN
CITY OF LEWISTON
AND
UNITED SOMALI WOMEN OF 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 **United Somali Women Of Maine (USWM) DBA Immigrant Resource Center of Maine**, hereinafter called "Tenant", with a mailing address of PO Box 397, Lewiston, ME 04243, for the purpose of leasing space at City Hall, 27 Pine Street, Lewiston, ME.

Premises

To lease two (2) workstation spaces (Premises) on the 2nd floor of the Lewiston City Hall in Social Services to provide space for 1 fulltime Housing Navigator and 1 full time Systems position. (Both positions are employees of USWM and services are provided directly through grant funding by USWM).

Term

This Lease would be for a **term two years** from Jan 1st, 2023 to December 31th, 2024. 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 USWM must terminate a significant number of programs due to lack of funding, the lease may be terminated upon a 90 day written notice.

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

Rental

The Tenant agrees to pay the Landlord the rental amount of \$4,200.00 per year, or \$350.00 per month for the office space, payable on the first day of each month for that month.

Possession

Landlord agrees to provide the Tenant physical utilization of two workstation spaces conjoined in the Social Services department. The Tenant has no rights to conference room space and/or parking in front of City Hall. It is up to the Tenant's Executive Director to ensure parking is secured elsewhere.

Alterations

No structural or nonstructural alterations, including signage shall be made to the premises by Tenant without the written consent of the Landlord. All approved alterations are at the Tenant's expenses and become the property of the Landlord at the end of the lease term.

Repairs and Maintenance

The Landlord agrees to maintain the building and systems within 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 premises shall be provided by the Landlord. Landlord shall maintain control of its heating and lighting systems.

Janitorial Services

Any and all janitorial services shall be provided by the Landlord. The Tenant agrees to do their part to dispose of routine trash, follow recycling protocols, maintain an orderly workstation and assist in maintaining clean common areas.

Insurance and Other

The USWM as the Tenant shall obtain and maintain fire, liability, and extended coverage insurance for all personal property brought into the premise and for their employees. The Landlord will maintain property and liability coverage on the building.

The USWM 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) in a single limit policy. Copies of such policies together with evidence of payment shall be furnished to the Landlord, through a certificate of insurance naming the City of Lewiston as an additional insured.

USWM shall indemnify, defend, and hold harmless the City of Lewiston, including but not limited to each municipal department, administration, and the City of Lewiston as a whole, and each of their officials, trustees, officers, representatives, employees, and agents, from and against any and all losses, liabilities, claims, damages, actions, lawsuits, judgments, and costs, arising out of or resulting from the acts or omissions of USWM in performing under this lease, including failure to

perform all obligations owed to its employees and/or subcontractors including any claim USWM employees or subcontractors might have or make for privileges, compensation, or benefits under any Department, City of Lewiston, or City Collective Bargaining Agreement, and all sums that are due and owed to the Internal Revenue Service or any state taxing authority for any state and federal taxes.

For the purposes of the foregoing indemnity, USWM hereby waives any immunities to which it may be entitled under worker's compensation laws and assumes potential liability for actions brought by USWM's individual self or employees. USWM shall give the City of Lewiston immediate notice in writing of any legal action or suit filed that is related in any way to this lease or which may affect the performance of duties under this lease.

Any disputes related to this lease that are unable to be settled by the City and USWM, will proceed to arbitration. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action, proceeding between USWM and the City arising out of, or related to this lease.

Both the City and USWM agree that the obligation of indemnification shall survive the expiration or termination of this lease for any reason. Additionally, if litigation is brought against either or both parties, each party is responsible to secure their own legal representation, professional witnesses, and other contracted representation and incur all costs associated with such representation and services.

USWM shall maintain in full force during the term of this Lease other insurance coverage in accordance with the following requirements: (a) Automobile Liability insurance with a minimum combined single limit per accident of \$1,000,000; and (c) if employees are hired by USWM to provide said service at this location, Employer's Liability insurance and Worker's Compensation insurance in accordance with the laws of the country, state, province or territory exercising jurisdiction over the employee with minimum limits required by law with respect to Worker's Compensation insurance, and with respect to Employer's Liability insurance minimum limits per employee and per event of \$1,000,000. USWM will bear any costs incurred in excess of stated limitations. All insurance required hereunder shall be primary and noncontributory as to USWM's own acts and omissions. USWM agrees to provide the City a certificate of other insurance coverage upon request.

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 about 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.

There is no obligation by the Landlord to provide a City of Lewiston email address or access to any hardware, software or internet other than public access to those individuals utilizing this tenancy.

The Tenant must adhere to the same hours of operation as the Landlord. Two keys will be provided to the Tenant. A replacement fee of \$75 will be charged for lost keys. All keys must be returned to the Landlord upon the expiration/termination of the lease.

Upon tenancy, the Tenant must provide the Landlord the name, address, phone number, email address, emergency contact information, and make, model and license plate of their vehicle of the two fulltime individuals. Additionally, suitable background checks and confidentiality agreements must be executed with the City's Human Resources Department prior to occupancy. The landlord must be notified in advance of staff changes and turnover. All new personnel subsequent to the execution of the lease will follow the same protocol outlined in this paragraph.

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.

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 any one 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.

This Lease contains the entire agreement of the parties and may not be modified or amended except in writing signed by both parties.

CITY OF LEWISTON

Signature

Date

Printed Name

UNITED SOMALI WOMEN OF MAINE

Signature

Date

Printed Name

