

**Pittsfield Town Council Package
for the meeting of
Tuesday, 09/15/2020
at 6:30 pm
Council Chambers**

Table of Contents:

- 1. Agenda for 09/15/2020;**
- 2. Minutes for Regular Meeting held on 09/01/2020; and**
- 3. Agenda sheet details for Resolutions 20-108 to 20-111.**

**There should be a total of 79 pages
in two (2) PDF files including the cover.**

**Note: Copies of the materials will be available
at the Town Council Meeting.**

AGENDA

for a regular meeting of the Pittsfield Town Council, to be held on Tuesday, September 15, 2020 at 6:30 PM at the Pittsfield Municipal Building and by teleconferencing technology due to the Governor's Proclamation of State of Civil Emergency for the ongoing COVID-19 pandemic. Directions to join the meeting by teleconferencing are available at the end of the agenda.

1. Open Meeting/Pledge of Allegiance, followed by Moment of Silence.
2. Adoption of Minutes of the Regular Meeting held on September 1, 2020.

3. PRESENTATIONS, CONGRATULATIONS AND INTRODUCTIONS:

A. Community and Economic Development Activities and Events

4. PUBLIC HEARINGS/OLD BUSINESS: NONE

5. REPORTS:

- A. COUNCIL COMMITTEES: FINANCE, ORDINANCE AND RECYCLING
- B. BOARD AND COMMITTEE UPDATES BY TOWN COUNCILORS AND MANAGER
- C. TOWN MANAGER'S REPORT

6. NEW BUSINESS:

RESOLUTION 20-108: Resolved that the Town Council authorize the Town Manager to execute the Letter of Intent to participate in the one-day Household Hazardous Waste Collection Event on Saturday, October 03, 2020.

RESOLUTION 20-109: Resolved that the Town Council authorize the Town Manager to accept the proposal of Spectrum Enterprise for an upgrade of internet service at the Water/Sewer Garage at a cost of \$134.98 per month with a one-time service charge of \$99.00 for high speed internet services.

RESOLUTION 20-110: Resolved that the Town Council authorize the Town Manager to Execute the Annual Hardware Maintenance Program for Mueller System, formerly Hersey Automatic Meter Readers (AMR), for the EZ Reader System Street Machine Receiver for reading meters for water and sewer billings on a yearly basis.

RESOLUTION 20-111: Resolved that the Town Council authorize the Town Manager to execute an eighteen (18) month extension of the current postage meter lease with Quadriant in an amount to not exceed \$1,621.68 for 2021 and \$810.84 for the first six months in 2022, a cost of \$135.14/month for the period of time.

7. DISCUSSION ITEMS:

- A. Department Report for 8/31/2020
Accomplishments/Achievements
- B. Financial Reports as of 08/31/2020
 - Budget Expenditure Report
 - Revenue Collections Report
 - Excise Tax Collections Comparison Report
 - State Revenue Sharing Comparison Report
 - Economic Development Accounts Update
 - Housing Revolving Loan Update
 - Tax Increment Financing Update
 - Pittsfield Future Account Update
 - Transfer Station/Recycling Monthly Report

8. REPORTS: Audience, Council

9. ADJOURNMENT

Join Zoom Meeting (*use for computer*)

<https://us02web.zoom.us/j/86544167990?pwd=RnRFQlBQbHphVmxqSVl4T2laWHRsZz09>

Meeting ID: 865 4416 7990

Passcode: 686156

Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York) (*use for phone*)
- +1 301 715 8592 US (Germantown)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)

Meeting ID: 865 4416 7990

Passcode: 686156

Find your local number: <https://us02web.zoom.us/u/kdfPB1Cw0f>

MINUTES

for a regular meeting of the Pittsfield Town Council, held on Tuesday, September 1, 2020 at 6:30 PM at the Pittsfield Municipal Building and by teleconferencing technology due to the Governor's Proclamation of State of Civil Emergency for the ongoing COVID-19 pandemic.

PRESENT: COUNCILORS: Mayor Heather Donahue, Councilor Amanda Collamore, Councilor Debra Billings and Councilor Peter Logiodice.

ABSENT: COUNCILORS: Deputy Mayor Matthew Bolster and Councilor Timothy Nichols.

Also present: Town Manager Kathryn Ruth

AUDIENCE: Steven Vance, Public Works Foreman; Ben Hall, Recreation and Parks Committee Chairperson and Cory Verrill.

1. Mayor Donahue opened the meeting by leading the Pledge of Allegiance. The Council observed a Moment of Silence.

2. **ADOPTION OF MINUTES OF THE REGULAR MEETING HELD ON AUGUST 18, 2020 AND THE SPECIAL MEETING HELD ON AUGUST 25, 2020.**

Moved by Councilor Collamore and seconded by Councilor Billings that the Minutes of the Regular Meeting held on August 18, 2020 and the Special Meeting held on August 25, 2020 be adopted.

VOTE: UNANIMOUS AYE

3. **PRESENTATIONS, CONGRATULATIONS AND INTRODUCTIONS:**

- A. Community and Economic Development Activities and Events

New Business Project: An exciting addition to the Somerset Plaza with *487 Nutrition* coming to the former Bangor Savings Bank building. The Grand Opening will be announced soon.

Projects moving forward: A number of projects are moving forward, although slowly due to their complexity and the world-wide health crisis. The fastest moving projects have been discussed at one or both of the recent two Planning Board meetings:

Main Street Project Update: A ZOOM session was held by MaineDOT to discuss the esplanade, trees, bump outs and other items for Main Street on 08/24/2020. The Town Council received write-ups from MaineDOT/other entities regarding the meeting including (1) the Progress Meeting Minutes; (2) Sidewalk Footprint with 2' Esplanade and without an Esplanade Pros and Cons; and (3) Preliminary List of Poles to be moved with no Esplanade or with an Esplanade. After a lengthy discussion at the Town Council Meeting, the following will be provided by the Town Manager to MaineDOT:

1. For the **Bump-outs**, we would request to see how many parking spots will be available if the bump outs are taken out. If there will be fewer parking spots on Main Street in Downtown Pittsfield as MaineDOT Engineer John Devin mentioned could happen, the bump outs are to be left in. If the Town can have more parking spots, the Town Council would be interested in having the bump outs taken out.
2. For the **Esplanade** south of the Railroad Tracks toward Burnham, the Town Council is agreeable to the esplanade, however, they do not want a grass one. The Town Council requests that another material be put down in the esplanade that will stay in place, therefore, it cannot be crushed stone, gravel, etc. MaineDOT

will be asked if there is a rubber material or some other type of material that is available that can be utilized on the project. If the esplanade must be grass, the Town Council does not agree to having one.

4. PUBLIC HEARINGS/OLD BUSINESS: NONE

5. REPORTS:

A. COUNCIL COMMITTEES:

FINANCE: Our next meeting is on Tuesday, 9/22/2020 at 6:30 pm.

ORDINANCE: Our next meeting is next week on Tuesday, 9/8/2020 at 6:30 pm.

RECYCLING: No Report.

B. BOARD AND COMMITTEE UPDATES BY TOWN COUNCILORS AND MANAGER

Parks and Recreation Committee: The Town Council had received copies of the proposed requirements for the Regular Recreation Department Fall Sports Program with requirements for COVID-19. Chair Ben Hall answered questions about the plans for Fall Sports including Cheerleading, Football and Soccer. Concerns were raised by Councilors due to COVID-19, scrimmaging, travel teams and other items. Other Councilors had no issues. All agreed that any issues raised had nothing to do with the Committee, which was complimented on their hard work.

C. TOWN MANAGER'S REPORT

1. Thank you during the civil emergency: We would like to thank everyone for how well they did during the civil emergency to date. We have had great compliance here with the distancing. We appreciate the fact that so many people wear masks when coming to the Town Office.

2. November 2020 Election Site: Due to COVID-19 requirements, the building was set up differently with the flow in the back door and out the front door with less polling booths. The flow worked really well and it was very comfortable. For a November election, though, we are concerned with the setup for the number of voters anticipated. As school would be in session, MSAD#53 indicated that we could not utilize their facilities which is understandable. We will be having over 2,000 people go to the school campus on one day and it is understandable that MCI has indicated that we cannot use their location. The Elks Lodge has been inspected and has a number of items to correct which may be expensive. The Fire Station has been found to have several issues with the lack of heat, having to build a door and move all the fire trucks outside while the gear is inside, thereby reducing response time. There are no other buildings in Town large enough with handicap accessibility that are not being used. The Town Clerk evaluated the sites with assistance from the EMA Director and Code Enforcement Officer. We need a good setup for COVID-19 requirements in addition to a site being large enough and handicapped accessible with enough parking. Through the process of elimination, the polling location will remain in the Council Chambers. It is likely due to the sheer volume of people coming to the Town Office under the COVID Requirements that most staff will be working at the polls or answering phones so in-person town services would be shut down due to the lines. We have discussed having on-line services and answering the phone with credit card services being available. Finding election workers is very difficult so staff may need to cover some of the election work.

3. Nomination Papers Available: READ Notice

4. Town Office RE-opening: Our town office, as well as town offices across the state fit under the Governor's Phase II opening of June 1, 2020. After the 07/14/2020 election, we revised the hours back to

the regular schedule of: Monday, Tuesday, Thursday and Friday open 8:00 am – 5:00 pm and closed on Wednesdays.

5. On-line services for Town Business Update: Since April, the following services have been available on-line: See the handout on the Town's website at www.pittsfield.org and links on the Facebook page. On-line services has its own button on the left side of the home page.

6. New Registration List: Knowing that new registrations can be complicated with all of the paperwork involved, we have updated a list of items required for (a) a new vehicle registration; (b) for used vehicles (dealer sale) and (c) required for used vehicles (private sale). This was created and placed at the Town Office as a handout as one comes inside the building/outside the building; on the Town's website and links were placed on the Facebook Page.

7. Transfer Station New Fee System was to go into effect on June 01, 2020 and was then pushed back to August 1, 2020 due to COVID-19. As of today, we have sold 1,100 transfer station stickers.

In order to obtain a resident's transfer station sticker, one obviously has to be a resident of the Town as noted on the approved transfer station fee schedule. We had been utilizing registrations to show one lives in Pittsfield, a license to show one lives in Pittsfield and if a resident does not have either, a bill or mail addressed to that individual at the address he/she lives at. We can not issue a resident's transfer station sticker to non-residents who live in other towns and own land here without a dwelling on the property. This then allows those who live in other towns generating garbage in other towns to come to the Transfer Station bringing non-resident trash here. If someone owns just land and he/she wants to haul brush and clean up their property, they should be able to do so and that is why we issue a one day or week pass and have done so for over 2 decades. The data base that we are creating will be helpful as we will be able to renew stickers in November when we plan to start selling the 2021 stickers. We will be checking that data base for inconsistencies such as non-existent E911 numbers that are on licenses but do not exist on the roadway or are in another town with the residence listed as Pittsfield.

8. Code Enforcement Violations: The cases that the Town Council agreed upon earlier this year and we sent the background in on have been put together to await when the courts open up. Cases like this for 80K will be further down on the list of cases to be heard. With this information in hand, one of the property owners has been working on their property. We received a letter from the attorney for the property owner at Map 28, Lot 51, Somerset Avenue which states that the property is being worked on and that the property owner has hired a contractor to finish the work to be completed within the next couple of months.

9. Pittsfield Summer Recreation Program: The Summer Recreation Program shut down on Friday, 08/28/2020 and was a very nice season. There were less participants so those who did participate had more of an opportunity to enjoy the pool and the programs.

10. Porta Potties: Worked well to date. 1 incident with the porta potty being tipped over at inception and the contractor came right off to assist the staff and cleaned it up.

11. KVCOG Textile Recycling: Please utilize the Apparel Impact Company's Clothing and Shoes Box for Textile Recycling at the Transfer Station. Items will be picked up by employees of Apparel Impact and either recycled or donated which then removes the materials from the waste stream. After pickup, the materials will be sorted with those that are good enough, being donated (like we do now with the Recycling Committee team member driving up to the shelters in Bangor with donated clothing and efforts in the past to give bedding to Animal Shelters). Items to be recycled or re-used are: Clothing, bedding, towels, bags, purses, shoes and hats.

People have been enjoying the Recycling Trailer which arrived back to the Municipal Parking Lot on August 24. It has been filling up quickly.

12. Sewer & Water System Work: The Town was able to negotiate a contract with Olver Associates to be the official operator of the Pittsfield Sewer Treatment Facility/Lagoon System for \$375/week for oversight and work. Operations continue to be under review for recommendations for enhancements. We have forwarded information regarding water rate collection to Olver Associates and will be provided with a list of items to work on to assist the firm. This is needed in order to more effectively operate the system as well as address additional loan opportunities for capital improvements and due to the fact that the Water and Sewer Systems must have depreciation which is charged to our budget as though it was an expense.

13. Highway/Water/Sewer/Transfer Station/Recycling Department Projects:

A. Paving & Preliminary Work: Everything remains on schedule for the second week in September for paving at this time.

B. Hydrant Replacement: The hydrant on North Main Street will be replaced in September. There are four directions of traffic coming in by the area so we will be filing a plan for a detour on North Main Street to get this work done. Olver Associates will have a staff member available to assist with the project and other staff will assist. The Main Street hydrants to be completed ahead of the Main Street Project will need to be planned. Olver Associates recommends doing the work next year and hiring a contractor. Staff are looking at whether they would be able to hold another hydrant installation day. These are on busier streets.

C. Emergency Fire Flow Testing of a Fire Hydrant on Waverly Avenue: READ Notice

D. Flushing of Hydrants is being scheduled as soon as our water flow will allow. We tried to move this up into September, however, it is imperative that the use of water be available to Hancock Lumber to water their logs for the safety of the plant and the Town. This has been a very dry summer and the logs need to be watered. Once this operation is shut down, the flushing is to commence. More details will be available shortly. Olver Associates will be organizing this so that we can start earlier in the year before it gets warm and our water capacity is high and then later in the year after summer when our water usage is much lower. Flushing requires an extensive amount of water so we cannot have a massive industrial operation and the Town's flushing of the hydrants going at the same time. We have plenty of water but not to have two high flow projects going at once.

E. Bid Specs for Public Works to complete include:

(a) Airport Crack sealing; (b) Manhole Cover/Device Replacement for Detroit Avenue so that the road can have its overlay coat – I commissioned Olver Associates to do this and am also working on it; (c) Pintle Trailer; and (d) I worked on the Engineering for the Cost Estimates for Road Projects for this meeting.

F. Transfer Station New Office: - I will advise when I get confirmation. This is totally based on CMP.

14. Town Logo on Vehicles for Identification and Promotion: We are collecting up the list of vehicles and heavy equipment that need Town identification for lettering as follows: (a) 20 sides of vehicle and equipment needed to date for the new logo PW; (b) Water – 2 trucks - water logo on them; and (c) Police Car that needs to be lettered – PD logo. All vehicles and large pieces of equipment were always labeled for insurance purposes, liability purposes, good communication with residents and it identified the equipment. We can see where are located and others can see where we are located which is extremely important.

15. Airport Grants: We received official notice that the Town has been awarded \$372,100 which included \$37,210 in additional funding from the CARES Act. We are also waiting for verification again if we can use the CARES funds for crack sealing as we were advised absolutely not and then when we went to our State CIP meeting, we were told that we could do so. With our reimbursement for the last Airport Grant for the engineering, the Town has over \$453,000 coming in for funding for the airport, We did sign the GARD agreement in the Docu-Sign on-line.

16. TAP: READ Notice advising of the three properties out to bid with a due date for bids of 09/25/2020.

17. 2021 Tax Bills: READ Notice regarding the new tax rate of \$23.40/\$1,000 valuation which is an increase of 6.6% overall, however, with the Homestead Exemption increasing, the percentage increase is less for most residential properties which have an exemption filed for the main residence of a taxpayer. Non-residential properties including multi-housing facilities will have the 6.6% increase over the 2019 rate.

18. 211 Maine: READ Notice of enhanced services available.

6. NEW BUSINESS:

RESOLUTION 20-104: Resolved that the Town Council Execute a letter to the United States Department of Agriculture (USDA) requesting that the Town's Sewer Loan yearly requirement of \$85,000 to be budgeted for placement in the Sludge Reserve be suspended as the Town has accumulated sufficient funding for future sludge removal and further, that the Town be able to utilize all funding over \$600,000 in the reserve for debt and capital payments for sewer system infrastructure improvements.

Moved by Councilor Collamore and seconded by Councilor Logiodice that Resolution 20-104 be adopted.

VOTE: UNANIMOUS AYE

RESOLUTION 20-105: Resolved that the Town Council Approve the Request for Proposals for the Manhole Rim Adjustment project on Detroit Avenue and authorize the Town Manager and Public Works Foreman to seek bids for same and accept a proposal for the Town within the available funding.

Moved by Councilor Collamore and seconded by Councilor Billings that Resolution 20-105 be adopted.

VOTE: UNANIMOUS AYE

RESOLUTION 20-106: Resolved that the Town Council Approve the Request for Proposals for Engineering and Design Services for Highway and Buildings/Grounds Projects and Authorize the Town Manager and Public Works Foreman to seek bids for same and accept a proposal for the Town within the available funding.

Moved by Councilor Billings and seconded by Councilor Logiodice that Resolution 20-106 be adopted.

VOTE: UNANIMOUS AYE

RESOLUTION 20-107: Resolved that the Town Council Appoint Members to fill the vacancies on the various Town Boards and Committees.

Cory Verrill attended the Town Council Meeting to answer any questions regarding his interest in being appointed to an Associate position on the Planning Board with the term to expire on 12/31/2021.

Moved by Councilor Collamore and seconded by Councilor Billings that Resolution 20-107 be adopted.

VOTE: UNANIMOUS AYE

7. DISCUSSION ITEMS: N/A

8. REPORTS:

Audience: None.

Council:

Mayor Donahue: Thanked the audience for attending. Announced that the Maine Cheese Guild has been approved for the grant which the Town Council supported and the Town Manager wrote a letter of support for which will allow the group to have much more advertising of the Festival in 2021.

Deputy Mayor Bolster: Absent.

Councilor Nichols: Absent.

Councilor Collamore: Asked if the Porta Potties are going away after this Thursday since it is the last concert? (TM: Noted that this has been working out so well that we may keep them for Fall Sports if there are any activities at Hathorn. Having the units has allowed people to have access to restrooms that normally would be locked when staff are not present). Pleased the website has been updated for Mobile and noted that the website is improved. Michael has contacted her and they have been talking back in forth. She has offered to work with him on it.

Councilor Logiodice: No report.

Councilor Billings: Grateful that our meeting was completed early.

9. ADJOURNMENT

Moved by Councilor Collamore and seconded by Councilor Billings to adjourn at 8:18 PM.

VOTE: UNANIMOUS AYE

Kathryn Ruth, Deputy Town Clerk

Michael Feole, Deputy Town Clerk

Minutes are a synopsis of a meeting. For more detail, please go to www.pittsfield.org and click on Town Meeting Videos to listen to videos of Town Council and other Board/Committee Meetings.

TOWN COUNCIL MEETING OF 09/15/2020:

<u> </u> PUBLIC HEARINGS	<u> </u> NEW BUSINESS
<u> X </u> REPORTS	<u> </u> DISCUSSION ITEMS
<u> </u> OLD BUSINESS	<u> </u> EXEC. SESSION
<u> </u> ORDER 20- <u> </u>	<u> X </u> PACKAGE
<u> </u> RESOLUTION 20- <u> </u>	<u> </u> ADDITION
<u> </u> ORDINANCE 20- <u> </u>	

TO BE TITLED: **Presentations, Congratulations and Introductions**

DESCRIPTION:

1. Community and Economic Development Activities and Events: Further updates will be provided regarding projects as information becomes available:

A. General:

Discussions: Calls continue to be received regarding private sector business activities that remain under review and small projects continue to be vetted. The Town has received a few inquiries about available buildings and has provided information and assistance to business representatives collecting information on potential sites for their business or client. As we know, our available commercial business stock is very limited. The available commercial land for sale at competitive pricing in the downtown is also limited. It is good that most buildings are occupied, however, the structures that are available are older and/or a bit limited with one exception. A number of private sector business projects continue to be vetted. Not every business wishes to request assistance and work with the Town and/or PEEC.

Projects moving forward: A number of projects are moving forward, although slowly due to their complexity and the world-wide health crisis. The fastest moving projects are listed below with most having been discussed at one or both of the recent two Planning Board meetings:

1. **Pittsfield Solar 1**, a 4.95MW AC Solar PV Development is proposed for the former Jock LaSalle property on Main Street/Route #100 (formerly known as South Main Street).
2. **FIDC 112, LTD** has proposed construction of a 2,502 square foot Walgreen Store at 420 Somerset Avenue. This location has been reviewed by other companies in the past and abuts Family Dollar.
3. **Somerset Solar, LLC**, a 4.98 MW AC/ 5.74 MW DC Solar Facility is proposed at 500 Somerset Avenue. This project would be placed on a back lot behind Rite Aid's property abutting Carriage Estates. The terrain of the lot makes it very difficult to develop, therefore, this is an excellent use of the property.
4. **Snakeroot Solar, LLC**, a solar array farm is proposed for Snakeroot Road and was reviewed preliminarily at the 08/10/2020 Planning Board Meeting.
5. **Walpole Realty** is applying to the Planning Board for an expansion to their property at 202 Industrial Park Street (the property just past the entrance to the Industrial Park Expansion).
6. **Innovative Specialties, LLC (Nitro Trailers)** has applied to the Planning Board for a 6,000 square foot addition to the existing building at 140 Business Court and has started the process at the Planning Board.
7. The Town's phased in **Airport Hangar project** has brought in reasonably priced bids so that the Town can apply for federal funding for a stormwater construction project this summer. The Town has received

approval at our June 2020 Capital Improvement Meeting to proceed forward. We just received the grant agreement and signed it through the internet, a new service that the State and Town are utilizing so that paperwork can be processed faster and it is done electronically so that the papers are not touched by multiple individuals. The low bidder for the work has been approved by the Fixed Base Operator Caleb Curtis to start the project next Spring rather than this year as the company got behind on projects with COVID-19. I checked with the Engineering Consultant and have been advised that this will not cause any issues with our next grant in the phased in approach being utilized by the FAA, MaineDOT and the Town for the revenue generating airport hangar project.

These are the major projects moving forward, although a number of others are also in the works.

Update on Economic Development Meetings: The Pittsfield Economic Expansion Corporation (PEEC) Directors attended the 07/07/2020 Town Council Meeting and discussed with the Council proactive projects that would be helpful in promoting the Town for growth and development. The Town Council had been talking about these projects this year and decided to issue a letter to the Planning Board with priority projects to address. A copy of the letter reviewed and then issued to the Planning Board on 07/15/2020 was included in the 07/21/2020 Council Meeting. The Planning Board reviewed the letter at their regularly scheduled meeting on 08/10/2020 after tabling it at the end of their July meeting.

PEEC conducted three meetings on Friday, 08/14/2020; Monday, 08/17/2020 and Tuesday, 08/18/2020 to interview all of the proposals received for the Request for Commercial Real Estate Services for the Theatre. The chosen proposer was contacted and is preparing the agreement. I have requested their wording for the front of the marquee to be provided as soon as possible so that we can add language to the sides to promote business and the front to promote the possibilities with the theatre for sale. The package of material was received last week and research for needed materials is underway.

B. Certificates for New Businesses, Activities and/or Projects:

**487 Nutrition located at 108 Somerset Plaza by Shawna Melanson
Summer Concert Series Thank You Certificates**

C. Promotion of Businesses that recently opened:

Puritan Medical Products Company LLC located at 129 North Main Street

Outland Farm Brewery by Michael and Heather Holland located at 113 N. Lancey Street, Suite 6 & 7

Peterson Bookkeeping by Julie M. Watkins located at 121 Somerset Plaza, Suite B

Tiny Treasures Childcare by Jennifer Rancourt at 20 Dogtown Road

Cross Roads Case Management by Barry Morriss at 442 Main Street

P Squared Tax and Accounting by Michele Peterson at 113 N. Lancey Street

This Place at 445 Canaan Road by Joseph and Jennifer Perkins, who have received their Second Hand Dealer License

Pittsfield Medical Center at 105 Main Street by Dr. Alexandra Idenburg, M.D.

Decked out Skateboards at 145 Hartland Avenue by Jacob Hinsch

Sebasticook Trading Center at 1457 Main Street by James Martin, Jr.

Central Maine Motors on Main Street

The Flower Studio at 117 Somerset Plaza by Suzy Morton which is a Flower and Gift Shop at the Somerset Plaza

Sundew Studio at 113 North Lancey Street by Holly Zadra which is a yoga studio. 113 North Lancey Street is a wonderful Business Center that houses a variety of small businesses and entrepreneurs.

Dental Lace's new packaging/fulfillment center for on-line orders located right here in Pittsfield. This is exciting especially as the company is owned by a former citizen who grew up in Pittsfield. Dental Lace was chosen as one of the 7 companies to be featured at the Maine International Trade Center's Global Event in 2019. Dental Lace is located in Scarborough and Pittsfield.

D. Large Grants Summary:

Community Development Block Grant Project for Economic Development for Main Street Sidewalk: Update: A proposed timetable was received from MaineDOT that was reviewed at the meeting on 07/21/2020. More survey information was received by the CES Engineer who is collecting up questions for the design work review. A request was forwarded to MaineDOT to request paving of sections of North Main and Main Street that are contained within the boundaries of the State's Main Street project as we have learned it will be two more years before the reconstruction project will be completed. A copy of the letter to MaineDOT was provided in the 07/21/2020 Council Package. As of the date of writing this agenda submittal, word has not been received from MaineDOT regarding the request for paving. \$250,000

Update: A ZOOM session was held by MaineDOT to discuss the esplanade, trees, bump outs and other items for Main Street on 08/24/2020. Attached are write-ups regarding the meeting including (1) the Progress Meeting Minutes; (2) Sidewalk Footprint with 2' Esplanade and without an Esplanade Pros and Cons; and (3) Preliminary List of Poles to be moved with no Esplanade or with an Esplanade. We will discuss this information at the Council Meeting and may be joined by Town Engineering Consultant Chip Haskell of CES, Inc. as MaineDOT would like to know how we would like to proceed with the additional information that is now available. The Town's recommendations from the last meeting were provided to MaineDOT directly after the Council Meeting. A response has not been received as of yet. A response has also not been received about paving the worst sections of Main Street and North Main Street.

Past History: Waiting for the MaineDOT Survey that started in mid-May 2019 to near completion. It is expected in late September 2019 and we have inquired again as to the status. The survey has not yet been received with both the Town's Engineering Consultant CES, Inc. and the Town inquiring of MaineDOT. We would like to obtain the information and set up a site visit with interested parties while the weather still permits, then design the sidewalk and put the work out to bid this winter for the best pricing that we can obtain. This is a CDBG project, therefore, the full federal requirements must be bid. Another option is to have it designed and then have the sidewalk folded into the State's project. There are pros and cons, however, there would not be any coordination issues as there would be one entity in charge. Due to MaineDOT schedule, the Town did receive additional time to complete this project. We are still waiting for MaineDOT to sign a contract with a design firm as it will take a lot longer for the design to be completed if MaineDOT does it themselves. The first team meeting on the Department of Transportation's Main Street Project has been set for the end of November 2019. A report on this Initial Team Meeting has been provided. The engineer is working on the sidewalk plans. A timetable will be developed once we hear back from the engineers as to progress in design in working with MaineDOT. We have made a few phone calls and e-mails posing several questions. The pandemic has further set back progress. More contacts

have been made. MDOT has responded that the project timeline may be further delayed; that a meeting will be established between all parties in the next few weeks to go over the project and timetable; acknowledges the Town and Engineer's frustration and need to move forward; and acknowledged that it may be necessary to put down some temporary pavement in locations to get Main Street by until the rehabilitation project moves forward to completion. A helpful MDOT ZOOM session took place on June 22, 2020 in which we learned more about the State's projected timeframe and process to move their project forward which then allows the Town's project to move forward.

E. Report on Meetings & Events:

Report on Meetings and Upcoming Meetings:

Many ZOOM sessions have been scheduled for intergovernmental, state and federal meetings. An update will be provided at the meeting.

SUBMITTED BY:
DATE:
AGENDA-5632

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09/09/2020

TOWN COUNCIL MEETING OF 09/15/2020:

 PUBLIC HEARINGS
 REPORTS
 OLD BUSINESS

 X NEW BUSINESS
 DISCUSSION ITEMS
 EXEC. SESSION

 ORDER 20-
 X RESOLUTION 20-109
 ORDINANCE 20-

 X PACKAGE
 ADDITION

TO BE TITLED: Resolved that the Town Council authorize the Town Manager to accept the proposal of Spectrum Enterprise for an upgrade of internet service at the Water/Sewer Garage at a cost of \$134.98 per month with a one-time service charge of \$99.00 for high speed internet services.

DESCRIPTION:

This item is again being submitted to obtain updated services at the Water/Sewer Garage, however, it now has the correct pricing.

On 09/17/2019, the staff submitted an agenda item to upgrade the internet services at the Water/Sewer Garage with the pricing of \$84.99/month and a one-time installation charge of \$99.00. On 10/21/2019 the staff provided a contract to sign with a price of \$134.98 per month which was a \$49.99/month increase. As the pricing was much higher than authorized, I requested the staff submit an updated agenda item if a lower price could not be received. On 08/27/2020, the staff provided an e-mail with a document to sign for the price of \$134.98 per month as that is the lowest price available. Please see the attached Agreement which is in Abode Sign.

SUBMITTED BY: _____
DATE: _____
AGENDA-5633

(KR)

09/09/2020



Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and as governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement manually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Michael Fear
Phone: +1 (518) 398-7638 ext.
Cell Phone: +1 518 398 7638
Email: michael.fear@charter.com

Order # 12079659

Customer Information: Customer Code	
Business Name	TOWN OF PITTSFIELD Customer Type:
Billing Address	Account Number
Attention To:	112 SOMERSET AVE PITTSFIELD ME 04967
Billing Contact	Billing Contact Phone (207) 487-3136
Michael Fear	Billing Contact Email Address admin@townofpittsfield.org
Authorized Contact	Authorized Contact Phone
Michael Esola - AA	(207) 487-3136
Authorized Contact Email Address	Authorized Contact Email Address
	admin@townofpittsfield.org
Technical Contact	Technical Contact Phone
Scott Eberler	(207) 416-3643
Technical Contact Email Address	Technical Contact Email Address
	waterpittsfield@gmail.com

from 003@pittsfield.org

chris



Special Terms

Electronic Signature Disclosure
 By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Approved Signature for Customer

Printed Name and Title

Date Signed

Click here to sign

Enter your job title

**MUELLER SYSTEMS
MASTER AGREEMENT**

THIS MASTER AGREEMENT (this "Agreement") is entered into this _____ day of _____ between MUELLER SYSTEMS, LLC, a Delaware limited liability corporation having its principal offices at 10210 Statesville Blvd, Cleveland, North Carolina 27013 (referred to in this Agreement as "Mueller Systems" or "Provider"), and _____ (referred to in this Agreement as "Customer"). This Agreement governs the sale by Provider and the purchase by Customer for its own use and not for resale of, as applicable, Equipment, Software, Documentation and other items related to advanced metrology infrastructure systems. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and terms and conditions of any other agreement or document, the terms and conditions of this Agreement shall govern and control and the conflicting or inconsistent terms and conditions are hereby rejected. In consideration of the mutual obligations set forth in this Agreement, Customer and Mueller Systems agree as follows:

1. DEFINITIONS.

a. "Content" means the information developed or legally acquired by Customer which may be used in connection with or accessed by any module of the Software.

b. "Documentation" means the user guides, reference manuals, and installation materials provided by Provider to Customer related to the Software and Equipment.

c. "Equipment" means the components, devices, products, equipment and related items provided by Provider identified in Appendix A.

d. "Services" means activities related to deployment and installation services, repair services, hosting services and technical support/maintenance services as provided by Mueller Systems and as identified in Appendix B.

e. "Software" means the object code versions of Mueller Systems' software identified in Appendix A, together with all subsequent authorized updates, replacements, modifications or enhancements.

2. SOFTWARE

a. Software on Equipment License. For Equipment purchased by Customer from Mueller Systems, Mueller Systems hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, perpetual, irrevocable license to use and execute the Software embedded in the Equipment for its internal business purposes in connection with such Equipment ("Firmware").

b. Online Software Access. Subject to the terms of this Agreement and the payment of the fees specified in Section 6a herein, Mueller Systems grants to Customer, for its internal business purposes and during the term of this agreement, a limited, non-exclusive, non-sublicensable, non-transferable right to access and use and make available to Customer's utility users, as applicable, and/or employees the online, hosted Software specified herein.

c. Restrictions. Except as specifically and expressly permitted in writing by Mueller Systems, Customer shall not (i) violate any restriction set forth in this Agreement; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way for use to create a derivative work; or (iv) include or combine the Software in or with any other software.

d. Ownership. This Agreement does not grant to Customer any ownership interest in the Software or Documentation. Customer has a license to use the Software and Documentation as provided in this Agreement. Customer hereby agrees and acknowledges that Mueller Systems owns all right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Software and Documentation made by or at the direction of Customer shall be owned solely and exclusively by Mueller Systems, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.

e. Reservation. Mueller Systems reserves all rights not specifically granted under this Agreement.

3. EQUIPMENT In consideration of the fees set forth in Appendix D of this Agreement, Mueller Systems will provide the Equipment identified in Appendix A.

4. SERVICES In consideration of the fees set forth in Appendix D of this Agreement, Mueller Systems will provide the Services identified in Appendix B.

5. CONFIDENTIALITY The Software, Equipment and Documentation, including any ideas, concepts, know-how and technology contained therein, shall be considered the proprietary and confidential information of Mueller Systems and, as such, shall be subject to the confidentiality provisions of this Agreement. If a separate, written non-disclosure agreement exists between Mueller Systems and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other. If no separate, written non-disclosure agreement exists between Mueller Systems and Customer, the terms listed in Appendix C will apply to the confidential information the parties exchange with each other.

6. FEES AND PAYMENT

a. Software Fees. Customer shall pay the Software fees set forth in Appendix D of this Agreement.

b. Equipment Fees. Customer shall pay the Equipment fees set forth in Appendix D of this Agreement. Title to the Equipment, except the Software and Documentation that are subject to licenses provided in this Agreement, passes from Mueller Systems to Customer when Mueller Systems ships the Equipment.

c. Service Fees. Customer shall pay the Service fees set forth in Appendix D of this Agreement.

d. Taxes. All prices and fees are in U.S. dollars unless otherwise specified. All amounts payable under this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer

will pay all taxes and duties assessed by any authority in connection with this Agreement and with Customer's performance hereunder. Customer will promptly reimburse Mueller Systems for any and all taxes or duties that Mueller Systems may be required to pay in connection with this Agreement or its performance. This provision does not apply to taxes based on Mueller Systems' income, or any taxes for which Customer is exempt, provided Customer has furnished Mueller Systems with a valid tax exemption certificate.

e. Payment. Unless provided otherwise herein, Customer agrees to pay all amounts specified in Appendix D or otherwise due under this Agreement within thirty (30) days after the date of invoice. Past due amounts will shall bear interest from the due date until paid at a rate of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law, whichever is less. All payments made under this Agreement shall be nonrefundable, except as specifically provided otherwise in this Agreement.

7. TERM; TERMINATION

a. Term. The term of this Agreement is one (1) year commencing upon the date of this Agreement. This Agreement will automatically renew for subsequent, successive one (1) year periods at the then-current Mueller Systems prices unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. Mueller Systems may increase support fees at any time on thirty (30) days prior notice to Customer. Within such thirty (30) days, Customer may terminate the Agreement by providing written notice to Mueller Systems.

b. Termination for Breach. If either party breaches this Agreement, and such breach is not cured within ten (10) days of the breach, after receiving written notice, the non-breaching party may terminate this Agreement, including all licenses provided herein, effective upon written notice to the other party. The breaching party agrees that if it breaches this Agreement, the non-breaching party will be entitled to injunctive or similar equitable relief and that the breaching party will not argue in any proceeding that its breach will not cause irreparable harm to the non-breaching party or that the non-breaching party

can be adequately compensated for any such harm by any remedies other than by injunctive relief.

c. Effect of Termination. Termination of this Agreement shall have the effect designated in Appendix B.

d. Non-Exclusive Remedy. Termination of this Agreement or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

e. Survival. Unless otherwise stated herein, any provision that, by its nature or terms, is intended to survive the expiration or termination of this Agreement, will survive.

8. LIMITED WARRANTIES; REMEDIES

a. Software. Subject to the exclusions herein, including those in Appendix A, Mueller Systems warrants that commencing from the date of shipment or provision to Customer and continuing for the period set forth in Appendix A (the "Warranty Period"), (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will perform substantially in conformance with the applicable Documentation provided to Customer by Mueller Systems. Mueller Systems does not warrant that the Software will operate in combinations with other software, except as specified in the Documentation, that the Software will meet the Customer's requirements or that the operation of the Software will be uninterrupted or error-free. Customer assumes responsibility for taking adequate precautions against damages which could be caused by defects, interruptions or malfunctions in the Software or the hardware on which it is installed. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Software warranties set forth above shall be, at Mueller Systems' option, to either (x) repair or replace any Software containing an error or condition which is reported by Customer in writing to Mueller Systems which causes the Software not to conform with the warranty set forth herein; or (y) refund a pro-rated amount paid by Customer to Mueller Systems and terminate this Agreement and all licenses provided herein.

b. Services. Mueller Systems warrants that all services provided by it to Customer under this Agreement shall be performed in a workmanlike

manner. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Service warranties set forth above shall be the re-performance of the applicable non-conforming Service.

c. Equipment. Subject to the exclusions herein, including those in Appendix A, Mueller Systems warrants to Customer that the Equipment will comply with provided specifications for the periods specified in Appendix A. Claims under this Section will be considered if submitted to Mueller Systems within sixty (60) days following the discovery of any noncompliant Equipment covered by this Agreement and provided Mueller Systems or its agents are permitted a commercially reasonable opportunity to examine and analyze the Equipment claimed to be noncompliant. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Equipment warranties set forth herein, at Mueller Systems' option, is repair or replacement of any Equipment found noncompliant, subject to the terms and conditions herein, during the applicable warranty period after such Equipment is properly packaged and returned prepaid to Mueller Systems' designated service center.

d. Costs. Any and all costs associated with uninstalling and shipping noncompliant Equipment and Software and installing replacement Equipment and Software will be the responsibility of Customer.

e. Exclusions. The warranties provided by Mueller Systems shall not apply to Equipment and/or Software which: (i) have been altered, except with the express written consent, permission or instruction of Mueller Systems, (ii) have been used in conjunction with another product resulting in the defect, except for those third party products specifically approved by Mueller Systems, (iii) were other than the most current version of the Software (but only to the extent that any failure of the Software would have been avoided by the use of the most current version), (iv) have been damaged by improper environment, abuse, misuse, accident, negligence, act of God, excessive operating conditions, or unauthorized attachments or modifications, (v) have not been properly installed and operated in accordance with the Documentation, or as otherwise instructed by Mueller Systems, or (vi) any other exclusion set forth in any Appendix hereto.

f. **DISCLAIMERS.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES EXPRESS, IMPLIED OR STATUTORY, APPLY TO THE DOCUMENTATION, THE SOFTWARE, THE EQUIPMENT OR ANY SERVICES TO BE PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR PERFORMANCE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH MUELLER SYSTEMS EXPRESSLY DISCLAIMS.

9. **INDEMNIFICATION.** Mueller Systems will indemnify and defend Customer from any third party claim that the Software and Equipment infringe on another person's or company's patent, copyright or other intellectual property right as specified in this Section. This indemnity does not cover and specifically excludes (a) intellectual property rights recognized in countries and jurisdictions other than the United States, and (b) claims relating to infringement of intellectual property rights by a third party's products and software. Mueller Systems has no obligation under this Section for any claim to the extent it results from or arises out of Customer's modification of the Equipment or Software or from any combination, operation or use of the Software or Equipment with other third party products or services. Mueller Systems' duty to indemnify under this Section is contingent upon Mueller Systems receiving prompt notice of a claim and Mueller Systems' right to solely control resolution of a claim. Customer's sole remedy for an indemnified claim under this Section is as follows: Mueller Systems will, at its expense and in its discretion either (a) resolve the claim in a way that permits Customer's continued ownership and use of the affected Software and Equipment, (b) provide a comparable, non-infringing replacement at no cost to Customer, or (c) accept return of the Software and Equipment, provide a reasonable depreciated refund and terminate this Agreement and all licenses herein. This Section is the exclusive statement of Mueller Systems' liability and responsibility for

indemnifying Customer for infringement of intellectual property rights

10. **LIMITATION OF LIABILITY.**

a. MUELLER SYSTEMS' MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PAID FOR THE SOFTWARE, SERVICES, AND EQUIPMENT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS AND WILL UNDER NO CIRCUMSTANCE EXCEED THE AMOUNT PAID BY CUSTOMER IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR THE SOFTWARE, SERVICES AND EQUIPMENT PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation may not apply.

b. The provisions of this Agreement allocate the risks between Customer and Mueller Systems. Mueller Systems' pricing reflects this allocation of risk and the limitations of liability specified herein.

11. **NOTICE.** All notices required to be given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice, may change any name or address to which future notice shall be sent.

12. **GENERAL.** The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Any such purported transfer or assignment shall be null and void. Mueller Systems will be free of liability to the Customer where Mueller Systems is prevented from executing its obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable. Any modification or amendment to any of the provisions of this Agreement will be in writing and signed by an authorized officer

of each party. This Agreement does not create or imply any relationship in agency or partnership between the parties. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. The validity of this Agreement and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the State of Delaware, and applicable federal law, without regard to its choice of law provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

[Signatures Appear on the Following Page]

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Mueller Systems

By: _____

Name (Print or Type)

Title

Customer

By: _____

Name (Print or Type)

Title

Appendix A

Mueller Systems – Product Warranty Statement

1. **Limited Warranty.** Mueller Systems, LLC (“Mueller”) warrants that, for the duration of the Warranty Period (defined below): (a) each product purchased from Mueller (“Product”) will be free from defects in materials and workmanship under normal use, installation and service conditions; (b) the media on which any Software is furnished will be free of defects in materials and workmanship under normal use; and (c) any such Software will substantially conform to the applicable published Mueller functional specifications for such Software. Products will have a warranty period of the greater of (i) one (1) year from date of shipment or (ii) the applicable warranty period for a specific Product stated below in Section 6 (“Warranty Period”).

2. **Exclusive Remedy.** Mueller will, at its option, either repair or replace with an equivalent substitute a Product that is in breach of the foregoing warranty during the Warranty Period if Purchaser reports the breach to Mueller within sixty (60) days after Purchaser discovers the breach. At Mueller’s request, Purchaser will ship the allegedly defective Product to a repair facility designated by Mueller at Purchaser’s expense and risk. If Mueller, in its sole discretion, determines that the Product breached the applicable warranty, Mueller will ship the repaired or replaced Product to Purchaser at Mueller’s expense and risk. If Mueller determines that it is unable to repair or replace such Product, it will, at Mueller’s sole discretion provide a cash or credit refund to Purchaser. If Mueller repairs or replaces any such defective Product, the Warranty Period for the repaired or replaced Product will continue for the longer of (y) thirty (30) days, or (z) the remainder of the original Warranty Period. Mueller’s warranty is subject to exclusions, as set forth in Section 3. This Section 2 sets forth Mueller’s entire liability, and the Purchaser’s exclusive remedy, for any alleged breach of warranty for any Products.

3. **Exclusions.** Mueller has no obligation under this Product Warranty Statement if (a) a Product has been subject to misuse, neglect or accident or has been damaged through abuse, alternation, installation or application inconsistent with AWWA guidelines or Mueller specifications, including but not limited to Mueller propagation studies, failure to follow Mueller’s operation or maintenance instructions or negligence in transportation, handling, or storage, or repaired by anyone other than Mueller or its authorized personnel, (b) with respect to software, there has been a change to the software’s operating environment not made or authorized by Mueller or if Purchaser fails to install any correction or enhancement provided by Mueller, or if a virus is introduced through no fault of Mueller, or (c) if any Product fails to satisfy the applicable warranty as a result of any force majeure event. Mueller’s Product Return process can be found at www.muellersystemsreturns.com.

4. **Important Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, MUELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

5. **Limitation on Liability.** Mueller has no liability with respect to damage or destruction of property or the personal injury or death of persons resulting from defects in Products or from improper installation, use, maintenance or operation of any Products. In all cases, Mueller’s liability shall not exceed the total amount paid by Purchaser to Mueller under this Order.

6. **Product Warranties.** The following provisions in this Section 6 modify the limited warranty in Section 1 with respect to the specific Products identified below:

Automated Meter Reading (AMR) / Advanced Metering Infrastructure (AMI) Products

Product	Description	Warranty Period
AMR / AMI Software	These items of Software will perform in accordance with Mueller's published specifications for the duration of the Warranty Period.	One (1) year from date of shipment to Purchaser.
AMR / AMI Hardware – unless otherwise expressly specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to Purchaser.
AMR / AMI Radio Modules – AMI water module endpoints and AMR water module endpoints	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.
Encoder Register Products, Wall Pads and Pit Pads.	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.

Water Metering Products

Product	Description	Warranty Period
All Meter Products not otherwise specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to Purchaser.
Remote Disconnect Meters (RDM) valve and solenoid assembly	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Five (5) year warranty or two-thousand (2,000) actuations of the valve, whichever comes first, from the date of shipment to Purchaser.
Bronze Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Twenty-Five (25) years from date of shipment to Purchaser.
Composite Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Fifteen (15) years from date of shipment to Purchaser.

Standard registers for the above listed mechanical meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser.										
Models 400 and 500 Series Meters	AWWA ¹ New Meter Accuracy	5/8" – Five (5) years from the date of shipment to Purchaser or the registration of 500,000 U.S. gallons, whichever comes first; 3/4" – Five (5) years from the date of shipment to Purchaser or the registration of 750,000 U.S. gallons, whichever comes first; 1" – Five (5) years from the date of shipment to Purchaser or the registration of 1,000,000 U.S. gallons, whichever comes first; 1-1/2" – Two (2) years from the date of shipment to Purchaser or the registration of 1,600,000 U.S. gallons, whichever comes first; 2" – Two (2) years from the date of shipment to Purchaser or the registration of 2,700,000 U.S. gallons, whichever comes first.										
	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	5/8" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 1,500,000 U.S. gallons, whichever comes first; 3/4" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 2,250,000 U.S. gallons, whichever comes first; 1" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 3,000,000 U.S. gallons, whichever comes first; 1-1/2" – Ten (10) years from the date of shipment to Purchaser or the registration of 5,000,000 U.S. gallons, whichever comes first; 2" – Ten (10) years from the date of shipment to Purchaser or the registration of 8,000,000 U.S. gallons, whichever comes first.										
Model HbMAG electromagnetic cold-water meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Two (2) years from date of shipment to Purchaser.										
Solid State Meters	<p>During the Warranty Period (ten (10) years from date of shipment to Purchaser) these Products will meet or exceed accuracy of +/- 1.5% between the specified minimum flow rate to the specified maximum. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units for the following sizes:</p> <table border="0"> <tr> <td>5/8" Meter</td> <td>0.1 gpm to 20 gpm</td> </tr> <tr> <td>5/8" x 3/4", 3/4" Short, and 3/4" Long Meter</td> <td>0.1 to 30 gpm</td> </tr> <tr> <td>1" Meter</td> <td>0.4 to 55 gpm</td> </tr> <tr> <td>1 1/2" Meter</td> <td>0.25 to 100 gpm</td> </tr> <tr> <td>2" Meter</td> <td>1.5 to 160 gpm</td> </tr> </table>		5/8" Meter	0.1 gpm to 20 gpm	5/8" x 3/4", 3/4" Short, and 3/4" Long Meter	0.1 to 30 gpm	1" Meter	0.4 to 55 gpm	1 1/2" Meter	0.25 to 100 gpm	2" Meter	1.5 to 160 gpm
5/8" Meter	0.1 gpm to 20 gpm											
5/8" x 3/4", 3/4" Short, and 3/4" Long Meter	0.1 to 30 gpm											
1" Meter	0.4 to 55 gpm											
1 1/2" Meter	0.25 to 100 gpm											
2" Meter	1.5 to 160 gpm											

¹ American Water Works Association ("AWWA")

Appendix B

Services

1. Software Services and Support Obligations

a. "Update" to the Software means a subsequent release of the Software that Provider makes generally available to its current customers for the Software. Updates include changes and corrections to the Software as are required to keep the Software in substantial conformance with the applicable Documentation and that are created by Provider as corrections for defects in the Software. Updates shall not include any release, option or future product that Provider licenses separately. Provider shall in its sole discretion determine the nature, content, timing and release of any Updates.

b. Web-based support, consisting of information on the most current release of the Software through Provider's web site.

c. Phone support in the form of advice and counsel via telephone regarding Customer's use of the most current release of the Software, as well as Customer's connectivity and ability to access Content. Phone Support is provided from 8:00 AM to 7:00 PM Eastern Time, Monday through Thursday and 8:00 AM to 5:00 PM Eastern Time on Fridays. All hours and days exclude recognized U.S. holidays observed by Mueller Systems.

2. Software Hosting Services

a. Except as specifically permitted in this Agreement, Customer shall have web-based access the Software hosted by Provider pursuant to this Agreement.

b. Provider shall provide Customer with access and related hosting services to the Software installed on Provider's servers. Provider will also install the Content provided by Customer. Provider will define the appropriate performance specifications and will host the server at a Provider's location. Provider will monitor and perform routine maintenance on the server, and if the server is not operating properly, will make a good faith effort to operate Customer's system on a backup server, if available. Access to Customer's server is restricted to authorized Provider information technology and support personnel only. Differential and full server backups are performed when reasonably practicable.

c. Customer shall be responsible for installing, operating and maintaining the equipment, software, and/or facilities at Customer location recommended by Provider for effective access to and use of the Software installed on Mueller Systems server. Customer shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment at Customer's location necessary for accessing the Software.

d. Upon termination, for any reason, of the Agreement or any license(s) granted herein, Provider shall immediately cease providing access to the Software and Hosting Services. Customer shall (i) immediately stop access and use of all such Provider confidential information (including Software); (ii) shall return all copies of the Software, Documentation, and any Provider confidential information to Provider; and (iii) delete all Software, Documentation, and other confidential information off of any and all storage media possessed or controlled by Customer. Customer shall provide Provider with written certification signed by an officer of Customer that Customer has complied with the provisions of this Section. Customer shall immediately pay all amounts due to Provider.

Appendix C

Confidential Information

For purposes of this Attachment, "party" or "parties" shall mean Provider and Customer, including their respective subsidiaries and affiliates who are providing information under this Agreement. The parties agree to maintain confidential information as follows:

1. **Definition of Confidential Information.** The parties understand and agree that confidential information is any and all current and future Equipment, Documentation and/or Software information, roadmap, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, including software reports, strategies, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials and requests for proposals that may be disclosed between the parties, whether written, oral, electronic or otherwise, however and wherever acquired ("Confidential Information"). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (a) known to the recipient of the information ("Recipient") before receipt from the disclosing party; (b) publicly available through no fault of Recipient; (c) rightly received by Recipient from a third party without a duty of confidentiality; (d) disclosed by disclosing party to a third party without a duty of confidentiality on the third party; (e) independently developed by Recipient without breach of this or any other confidentiality agreement; or (f) disclosed by Recipient after prior written approval from the disclosing party.
2. **Obligations of Confidentiality and Remedies.** Recipient agrees to protect the disclosing party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Recipient uses with respect to its own Confidential Information. Neither party has any obligation to exchange Confidential Information. Both parties acknowledge and agree that the disclosure of the other party's Confidential Information could cause irreparable harm. Therefore, an injured party is entitled to applicable equitable relief, including injunctions, in addition to other remedies, for such wrongful disclosure of Confidential Information. In addition, disclosure of Confidential Information required by a government body or court of law is not a violation of this Section if the Recipient gives prompt notice of the required disclosure to the disclosing party.
3. **Term of Confidentiality Obligations.** Recipient's duty to protect Confidential Information expires three (3) years from the date of disclosure of the particular Confidential Information.
4. **No Warranties on Confidential Information.** Neither party warrants or guarantees the accuracy of any Confidential Information transferred between the parties.

Appendix D

(input Pricing information)



**Dealer Lease
Extension Agreement**

Customer Bill to Information

Company Town of Pittsfield		
Address 112 SOMERSET AVENUE	City, St., Zip Pittsfield, ME 04967	
Contact	Phone Number (207) 487-3136	Fax Number
Email adminassistant@pittsfield.org Accounts Payable finance3@pittsfield.org		

Payment Information

Model # IM440	Customer #	Existing Lease # H1011288
Term 18	Choose New Billing Cycle <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	Monthly Lease Payment \$135.14

Terms & Conditions

This Agreement extends Customer's existing Lease, referenced by the Lease Number above, with Quadiant Leasing USA, Inc., formerly known as MailFinance Inc. ("Quadiant Leasing"). Except as otherwise provided herein, the terms and conditions of the existing lease shall remain the same and continue in full force and effect. In the event of a conflict between the existing Lease and this Agreement, the provisions of this Agreement shall control.

This Agreement becomes effective upon the expiration of the current term of your existing Lease. Customer agrees that this Agreement is NON-CANCELLABLE for the entire Extension Term set forth above. After the expiration of the Extension Term, this Agreement shall automatically renew on a month-to-month basis (each a "Renewal Period") at the Lease Payment and frequency set forth above. Customer may terminate this Agreement at the end of the Extension Term or at the end of any Renewal Period by notifying Quadiant Leasing in writing of its desire to terminate no later than thirty (30) days prior to the desired termination date.

Customer Acknowledgment

Customer understands and agrees to comply with the terms and conditions of this Agreement. The undersigned is authorized to sign this Agreement on behalf of the Customer identified above.

Customer Signature	Date
Print Name/Title	

For Internal Use Only

By	Date
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