

# AGENDA

for a regular meeting of the Pittsfield Town Council, to be held on *Tuesday, December 06, 2022* at 6:30 pm in the Council Chambers at the Pittsfield Municipal Building at 112 Somerset Avenue and by teleconferencing technology. Directions to join the meeting by teleconferencing are available at the end of the agenda.

**1. OPEN MEETING/PLEDGE OF ALLEGIANCE, FOLLOWED BY A MOMENT OF SILENCE:**

**2. ADOPTION OF MINUTES OF:**

Regular Meeting held on November 15, 2022 and Budget Workshops on November 01, 2022; November 09, 2022; November 15, 2022; and November 29, 2022.

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

A. Community and Economic Development Activities and Events

1. Projects and Grants:

- a. Planning Partnership Initiative Program Update  
Request for Qualifications
- b. Main Street Sidewalk Project
- c. Route #11/10 (Route 100) and Main Street Highway Construction/Rehabilitation
- d. Main Street Sidewalk Project Community Development Block Grant Funding; Northern Border Regional Commission Grant; Project Canopy Grants; and multiple smaller grant projects
- e. Main Street Sewer Main Rehabilitation Project including DEP American Rescue Plan Act (ARPA) Grant Funding
- f. Review of Grants to date
- g. Certificates and/or Ceremonies

**4. PUBLIC HEARINGS:**

**ORDINANCE 22-11:** (Public Hearing) The Town of Pittsfield hereby ordains the 2023 Capital Budget be approved as follows:

Town Offices/Computers	\$ 10,000
Town Offices/Digitization	50,000
Municipal Building/Reserve	5,000
Police/Computer Server	15,000
Police/Station Reserve	5,000
Transfer/Transporter Cans	30,000
Parks & Recreation/Lights and Fencing	15,000
Library Reserve	5,000
Highway/Storage Tanks	10,000
Fire Rescue 1	35,000
Fire/Station/Reserve	5,000
Public Works/Garage Roof & Repairs	10,000
Public Works/Garage Reserve	<u>5,000</u>

Total Projects/Reserves:	\$ 200,000
Total Projects/Reserves:	\$3,555,000
Funding Breakdown:	
Funding by Loan (Paving)	-\$1,000,000
Funding by Loan (Bridge/Culvert)	- 70,000
Funding by Loan (Road Rebuilding)	- 700,000
Funding by Loan/Bonding	-\$ 500,000
Funding by Lease/Purchase	-\$ 180,000
Funding by Reserves	-\$ 75,000
Funding by Grants	-\$ 780,000
Funding by Other Resources	<u>-\$ 50,000</u>
Total to be raised by taxation	\$ 200,000

**ORDINANCE 22-12:** (Public Hearing) The Town of Pittsfield hereby ordains that the 2023 Operating Budget in the amount of \$4,745,033 ( ) be approved, and the total sum of \$8,300,033 ( ) be appropriated (Operating plus Capital Budgets);

AND FURTHER, that \$2,186,648 ( ) be raised through taxation; that \$1,586,592, ( ) be raised from estimated revenues; that \$821,793 ( ) be appropriated from State Revenue Sharing; that \$180,000 ( ) be appropriated from Lease/Purchase; that \$2,270,000 be appropriated from Loans/Bonds; that \$75,000 ( ) be taken from reserve funds; that \$780,000 ( ) be appropriated from grants; that \$50,000 ( ) be appropriated from other Revenue Resources; and that an additional sum of \$350,000 ( ) be taken from undesignated fund balance.

**ORDINANCE 22-13:** (Public Hearing) The Town of Pittsfield hereby ordains that the 2023 Water and Sewer Enterprise Fund budgets in the respective amounts of \$613,824 ( ) and \$501,350 ( ) be appropriated from the respective estimated departmental revenues.

**ORDINANCE 22-14:** (Public Hearing) The Town of Pittsfield hereby ordains that the 2023 Water and Sewer Enterprise Fund Capital Budget in the amount of \$7,434,737 ( ) be approved;

AND FURTHER, that \$7,044,737 ( ) be appropriated from Loans/Bonds, that \$0 ( ) be appropriated from State ARPA Funds, that \$0 ( ) be appropriated from Town ARPA Funds, that \$20,000 ( ) be appropriated from Grants, that \$20,000 ( ) be appropriated from other revenues, that \$150,000 ( ) be appropriated from the Sewer Projects Reserve and that \$200,000 be appropriated from the Sewer and Water Restoration Reserves.

**5. REPORTS:**

- A. Council Committees: Finance, Ordinance and Recycling
- B. Board/Committee Updates by Town Councilors and Manager
- C. Town Manager’s Report plus Code Enforcement Report
- D. Councilor Requests

**6. OLD BUSINESS: N/A**

**7. NEW BUSINESS:**

**ORDINANCE 22-15:** (Set to Public Hearing on 12/20/2022) An Ordinance to authorize the transfer of unencumbered appropriation balances to various departments.

FROM:	05-25	Animal Control	\$ 5,000
	10-05	Highway	\$ 4,000
TO:	05-20	Street Lights	\$ 5,000
	10-15	Cemetery	\$ 4,000

**ORDINANCE 22-16:** (Set to Public Hearing on 01/17/2023) The Town of Pittsfield hereby ordains that a Public Hearing Pursuant to Title 30-A M.R.S. Section 3106-B (Abandoned Buildings) be held and an Order and Notice to Correct Defects and Remedial Measures be issued on 157 Washington Street, Pittsfield, Maine located on Parcel ID: 29-50 owned by Larry E. Munn and Cynthia L. Munn.

**RESOLUTION 22-107:** Resolved that the Town Council Confirm the Town Manager's Appointment for the Police Chief Position in accordance with the Personnel Policy Regulations.

**RESOLUTION 22-108:** Resolved that the Town Council approve the transfer and expenditure of \$9,286 from the Library's Capital Reserve PITT#41 (G-1-649-00) for labor and parts to replace and upgrade the fire alarm panel.

**RESOLUTION 22-109:** Resolved that the Town Council approve the transfer and expenditure of \$3,793 from the Library's Capital Reserve PITT#41 (G-1-649-00) for labor and parts to replace motors in three of the HVAC's indoor units.

**RESOLUTION 22-110:** Resolved that the Town Council authorize the Town Manager to Execute the Maine State Housing Authority Maine Water Assistance Program Utility Provider Vendor Agreement.

**8. REPORTS: DEPARTMENTS AND FINANCIAL (N/A)**

**9. REPORTS: Audience, Council**

**10. ADJOURNMENT:**

Join Zoom Meeting

<https://us02web.zoom.us/j/87066749341?pwd=TDhxc3dFKysldWlqZWllYWxmMWtodz09>

Meeting ID: 870 6674 9341

Passcode: 286212

One tap mobile

+16469313860,,87066749341#,,,,\*286212# US

+13017158592,,87066749341#,,,,\*286212# US (Washington DC)

Dial by your location

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

Meeting ID: 870 6674 9341

Passcode: 286212

Find your local number: <https://us02web.zoom.us/j/87066749341?pwd=TDhxc3dFKysldWlqZWllYWxmMWtodz09>



**TOWN COUNCIL MEETING OF 12/06/2022 :**

<u>  </u> <b>X</b> <u>  </u> PUBLIC HEARINGS	<u>  </u> <b>X</b> <u>  </u> NEW BUSINESS
<u>  </u> <b>REPORTS</b>	<u>  </u> <b>DISCUSSION ITEMS</b>
<u>  </u> <b>OLD BUSINESS</b>	<u>  </u> <b>EXEC. SESSION</b>
<u>  </u> <b>ORDER 22-<u>  </u></b>	<u>  </u> <b>X</b> <u>  </u> <b>PACKAGE</b>
<u>  </u> <b>RESOLUTION 22-<u>  </u></b>	<u>  </u> <b>ADDITION</b>
<u>  </u> <b>X</b> <u>  </u> <b>ORDINANCE 22-<u>11, 12, 13 and 14</u></b>	

TO BE TITLED: Public Hearing on the Ordinances for the 2023 Budget

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DESCRIPTION: Four ordinances are involved with the adoption of the Municipal Budget and the Water and Sewer Enterprise Funds as follows:

**ORDINANCE 22-11**: (Public Hearing) The Town of Pittsfield hereby ordains the 2023 Capital Budget be approved as follows:

Town Offices/Computers	\$ 10,000
Town Offices/Digitization	50,000
Municipal Building/Reserve	5,000
Police/Computer Server	15,000
Police/Station Reserve	5,000
Transfer/Transporter Cans	30,000
Parks & Recreation/Lights and Fencing	15,000
Library Reserve	5,000
Highway/Storage Tanks	10,000
Fire Rescue 1	35,000
Fire/Station/Reserve	5,000
Public Works/Garage Roof & Repairs	10,000
Public Works/Garage Reserve	<u>5,000</u>
 Total Projects/Reserves:	 \$ 200,000
 Total Projects/Reserves:	 \$3,555,000
Funding Breakdown:	
Funding by Loan (Paving)	-\$1,000,000
Funding by Loan (Bridge/Culvert)	- 70,000
Funding by Loan (Road Rebuilding)	- 700,000
Funding by Loan/Bonding	-\$ 500,000
Funding by Lease/Purchase	-\$ 180,000
Funding by Reserves	-\$ 75,000
Funding by Grants	-\$ 780,000

Funding by Other Resources	- \$ 50,000
Total to be raised by taxation	\$ 200,000

**ORDINANCE 22- 12:** (Public Hearing) The Town of Pittsfield hereby ordains that the 2023 Operating Budget in the amount of \$4,745,033 ( ) be approved, and the total sum of \$8,300,033 ( ) be appropriated (Operating plus Capital Budgets);

AND FURTHER, that \$2,186,648 ( ) be raised through taxation; that \$1,586,592, ( ) be raised from estimated revenues; that \$821,793 ( ) be appropriated from State Revenue Sharing; that \$180,000 ( ) be appropriated from Lease/Purchase; that \$2,270,000 be appropriated from Loans/Bonds; that \$75,000 ( ) be taken from reserve funds; that \$780,000 ( ) be appropriated from grants; that \$50,000 ( ) be appropriated from other Revenue Resources; and that an additional sum of \$350,000 ( ) be taken from undesignated fund balance.

**ORDINANCE 22- 13:** (Public Hearing) The Town of Pittsfield hereby ordains that the 2023 Water and Sewer Enterprise Fund budgets in the respective amounts of \$613,824 ( ) and \$501,350 ( ) be appropriated from the respective estimated departmental revenues.

**ORDINANCE 22- 14:** (Public Hearing) The Town of Pittsfield hereby ordains that the 2023 Water and Sewer Enterprise Fund Capital Budget in the amount of \$7,434,737 ( ) be approved;

AND FURTHER, that \$7,044,737 ( ) be appropriated from Loans/Bonds, that \$0 ( ) be appropriated from State ARPA Funds, that \$0 ( ) be appropriated from Town ARPA Funds, that \$20,000 ( ) be appropriated from Grants, that \$20,000 ( ) be appropriated from other revenues, that \$150,000 ( ) be appropriated from the Sewer Projects Reserve and that \$200,000 be appropriated from the Sewer and Water Restoration Reserves.

**DESCRIPTION:**

Each year the Town Council has set the originally proposed budget to public hearing for the second meeting in December. The Mayor has requested that this process be moved up this year and the resulting date had been the first meeting in December 2022.

The meeting will be published to meet the Town Charter requirements as recommended by the Town Attorney when we advertise the budget proposal, location of the meeting and where copies of the budget can be viewed. As there may be revisions and there are a number of additional items to review as well as decisions to be made on capital improvements, the Ordinances remain as originally proposed to reduce confusion with making some changes now and likely more changes later on. All changes made to the budget will be tallied up for the motions for adoption after the public hearing on 12/06/2022 or a later session on 12/20/2022 if needed.

It is more efficient to make the changes needed all at once rather than at separate individual meetings. Attached is a master list of proposed changes to date for the motions. The revised 2023 budget to date is attached under separate cover. As the Council has discussed with the Mayor another meeting to be set 24 hours before or on 12/05/2022, the list can be reviewed at that date, however, does have to be filed on this date and reflects the changes from the Special Workshop called for 11/29/2022.

SUBMITTED BY: \_\_\_\_\_ (KR)  
 DATE: \_\_\_\_\_ 11/30/2022  
 AGENDA-Budget 2023 - PH

**TOWN COUNCIL PACKAGE FOR 12/06/2022  
REVISIONS TO BUDGET ORDINANCES THROUGH 11/29/2022:**

**ORDINANCE 22-11:** (Public Hearing) The Town of Pittsfield hereby ordains the 2023 Capital Budget be approved as follows:

Town Offices/Computers	\$ 10,000	
Town Offices/Digitization	<del>50,000</del>	
Municipal Building/Reserve	5,000	
Police/Computer Server	<del>15,000</del>	\$7,500
Police/Station Reserve	<del>5,000</del>	
Transfer/Transporter Cans	30,000	
Parks & Recreation/Lights and Fencing	15,000	
Library Reserve	<del>5,000</del>	
Highway/Storage Tanks	<del>10,000</del>	\$35,000
Fire Rescue I	35,000	
Fire/Station/Reserve	5,000	
<del>Public Works/Garage Roof &amp; Repairs</del>	<del>10,000</del>	
Public Works/Garage Reserve	<del>5,000</del>	\$50,000
Total Projects/Reserves:	<del>\$ 200,000</del>	\$192,500
Total Projects/Reserves:	<del>\$3,555,000</del>	\$3,547,500
Funding Breakdown:		
Funding by Loan (Paving)	<del>-\$1,000,000</del>	
Funding by Loan (Bridge/Culvert)	<del>- 70,000</del>	
Funding by Loan (Road Rebuilding)	<del>- 700,000</del>	
Funding by Loan/Bonding	<del>-\$ 500,000</del>	
Funding by Lease/Purchase	<del>-\$ 180,000</del>	
Funding by Reserves	<del>-\$ 75,000</del>	
Funding by Grants	<del>-\$ 780,000</del>	
Funding by Other Resources	<del>-\$ 50,000</del>	
Total to be raised by taxation	<del>\$ 200,000</del>	\$192,500

**ORDINANCE 22-12:** (Public Hearing) The Town of Pittsfield hereby ordains that the 2023 Operating Budget in the amount of \$4,745,033 ( \$4,974,421 ) be approved, and the total sum of \$8,300,033 ( \$8,521,921 ) be appropriated (Operating plus Capital Budgets);

AND FURTHER, that \$2,186,648 ( \$2,244,713 ) be raised through taxation; that \$1,586,592, ( \$1,750,415 ) be raised from estimated revenues; that \$821,793 ( ) be appropriated from State Revenue Sharing; that \$180,000 ( ) be appropriated from Lease/Purchase; that \$2,270,000 be appropriated from Loans/Bonds; that \$75,000 ( ) be taken from reserve funds; that \$780,000 ( ) be appropriated from grants; that \$50,000 ( ) be appropriated from other Revenue Resources; and that an additional sum of \$350,000 ( ) be taken from undesignated fund balance.

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AND FURTHER, that \$7,044,737 ( ) be appropriated from Loans/Bonds, that \$0 ( ) be appropriated from State ARPA Funds, that \$0 ( ) be appropriated from Town ARPA Funds, that \$20,000 ( ) be appropriated from Grants, that \$20,000 ( ) be appropriated from other revenues, that \$150,000 ( ) be appropriated from the Sewer Projects Reserve and that \$200,000 be appropriated from the Sewer and Water Restoration Reserves.



**TOWN COUNCIL MEETING OF 12/06/2022 :**

  X   PUBLIC HEARINGS

  X   NEW BUSINESS

       REPORTS

       DISCUSSION ITEMS

       OLD BUSINESS

       EXEC. SESSION

       ORDER 22-      

  X   PACKAGE

       RESOLUTION 22-      

       ADDITION

  X   ORDINANCE 22-  15  

TO BE TITLED: (Set to Public Hearing on 12/20/2022) An Ordinance to authorize the transfer of unencumbered appropriation balances to various departments.

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**DESCRIPTION:**

Total Transfers for the Year 2022 are preliminarily projected at \$11,000 between departments. No transfer of funds is required from unappropriated surplus.

These accounts will be reviewed in detail prior to the public hearing as we will have much more information available. We will have November reconciled and approximately one-half of the last month in the fiscal year available for analysis. Any revisions that are needed will be presented at the Town Council Meeting. At the time of writing of the original agenda item, the month of November 2021 has not yet been closed out as the posting and reconciliation process must be completed. Agenda items were filed on November 30 with the books closing later that evening so we will have some updated information at the Council Meeting

**History:**

The Charter provides for the Town Council by ordinance to transfer part or all of any unencumbered appropriation balance from one department to another. This is a housekeeping process required under the Town Charter. Until 2002, the Town had not processed transfers for several years and the Auditor had identified this as needing to take place in the 2001 audit.

In 1997, \$41,367 was transferred between accounts.

For 2002, excluding General Assistance, the amount of transfers was \$43,810.

For 2003, excluding General Assistance, the amount of transfers was \$14,100. With GA it was \$29,100.

For 2004, excluding General Assistance, the amount of the transfers was \$10,200. With GA it was \$20,200.

For 2005, the amount of the transfers without General Assistance was \$4,000. With GA it was \$7,000.

For 2006, the transfers were \$7,700.

For 2007, the transfers were \$7,700.  
 For 2008, the transfers were \$14,000.  
 For 2009, the transfers were \$0. At this time, the Town was on a budget freeze.  
 For 2010, the transfers were \$14,000.  
 For 2011, the transfers were \$6,000.  
 For 2012, the transfers were \$8,000.  
 For 2013, the transfers were \$6,000  
 For 2014, the transfers were \$8,000  
 For 2015, the transfers were \$25,800  
 For 2016, the transfers were \$31,000  
 For 2017, the transfers were \$27,010  
 For 2018, the transfers were \$70,000  
 For 2019, the transfers were \$53,283  
 For 2020, the transfers were \$18,000  
 For 2021, the transfers were 11,000

For 2022, it is proposed that up to \$11,000 be transferred. This is estimated high at this point and can be refined at the 12/21/2021 public hearing as we will have more of the expenses for the year charged to the budget and/or will have the purchase order amounts for bills that have yet been received.

Listed below are the reasons why the departments/offices require a transfer of funds.

FROM:	05-25	Animal Control	\$ 5,000
	10-05	Highway	\$ 4,000
TO:	05-20	Street Lights	\$ 5,000
	10-15	Cemetery	\$ 4,000

**REASON:**

05-20 Street Lights: The traffic light expenditures are in this budget. There were several malfunctions and with the hire of a new company to address the lights, it has been more expense. When one of the only certified companies available to work on the lights has to come to Town, it is very expensive. This type of issue can overdraft this budget which is very tight.

10-15 Cemetery: This budget is impacted by labor costs. Additional hours were needed and there was a small impact due to overtime of other staff members to assist. Due to the weather and lateness of the seasons, the Cemetery was open for maintenance the latest that we can remember. This added several weeks onto the schedule.

The Town has many departments that will have expenditures that will be close at the end of the year, however, should be fine.

By tightening the budgets and utilizing budgets which do not cover any emergency and additional expenses, the transfer system is very important. The transfer system **assists in raising less taxpayer dollars** as we know at the end of the year that we can transfer funds between budgets.

This system does create extra work, however, it has always saved taxpayer dollars.

SUBMITTED BY: \_\_\_\_\_ (KR) \_\_\_\_\_  
DATE: \_\_\_\_\_ 11/30/2022 \_\_\_\_\_  
AGENDA-5970 Transfer of funds



**NOTICE OF PUBLIC HEARING**  
**Pursuant to Title 30-A M.R.S. § 3106-B (Abandoned Buildings)**

**Property Location:** 157 Washington Street,  
Pittsfield, Maine

**PARCEL ID:** 29-50

**Owners:** LARRY E. MUNN & CYNTHIA L. MUNN  
507 Ridge Road  
Plymouth, ME 04969-3145

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To: LARRY E. MUNN and CYNTHIA L. MUNN, record owners of the premises situated at 157 Washington Street in Pittsfield, Maine, a parcel of land with a building or structure located thereon, described as Lot 50 on Tax Map 29, a copy of which is on file at the Pittsfield Town Office, 112 Somerset Avenue, Pittsfield, Maine, and more particularly described in the deed from Clyde Ralph Harriman, dated March 29, 2013 and recorded in the Somerset County Registry of Deeds at Book 4643, Page 43 (hereinafter, the "Property").

You are hereby notified that the Town Council of the Town of Pittsfield, Maine will hold a Public Hearing on **Tuesday, January 17, 2023, at 6:30 p.m.** at the Town Office located at 112 Somerset Avenue, Pittsfield, Maine 04967. The purpose of this public hearing is to hear all persons interested in the condition of the structure located on the Property, which is alleged to be an abandoned building within the meaning of 14 M.R.S. § 6326 and 30-A M.R.S. § 3106-B.

At such hearing, the Town Council will consider whether they will adjudge said the structure located on said Property to be "abandoned" within the meaning of applicable law; and if so adjudged, will record an Order and Notice to Correct describing the defects in said structure, prescribing what remedial measures you must take with respect to said structure, and requiring you to take such measures within 30 days of the issuance of such Order and Notice to Correct. If a permit is required to correct any defects in the structure, the Town may require you to promptly seek a permit and thereafter to correct

If any such Order of the Town Council is issued and is not timely complied with and no appeal is taken, the Town Council may undertake all measures required of you within the Order and Notice to Correct, at municipal expense, and recover all such expenses, including reasonable attorney's fees, by means of a special tax or civil action against the owner thereof as provided by statute.

It is hereby ordered that a copy of this Notice be sent to the persons above-named by Certified Mail, return receipt requested and First Class Mail, postage-prepaid, pursuant to 30-A M.R.S. § 3106-B(6).

**DATED:** December 06, 2023

**TOWN COUNCIL of the Town of Pittsfield, Maine.**

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Michael A. Cianchette, Mayor

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Peter P. Logiodice, IV, Deputy Mayor

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Brent Frost

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Jason Hall

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Lindsay Holmstrom

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Ron Jester

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Eric Saucier



**TOWN COUNCIL MEETING OF** 12/06/2022 **:**

       PUBLIC HEARINGS  
       REPORTS  
       OLD BUSINESS

  x   NEW BUSINESS  
       DISCUSSION ITEMS  
       EXEC. SESSION

       ORDER 22-        
  x   RESOLUTION 22-        
       ORDINANCE 22-      

       PACKAGE  
       ADDITION

**TO BE TITLED:** Resolved that the Town Council approve the expenditure of \$9534 from the Library's capital reserve account to spend on labor and parts to replace and upgrade the fire alarm panel. \*

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**DESCRIPTION:**

The fire alarm panel and devices have been discontinued. This cost will replace the current panel with a new one that has a built in communicator. This will allow Norris to remove the 411UDAC.

SUBMITTED BY: Holly Williams  
DATE: November 28, 2022  
AGENDA

\* without tax = \$ 9,286



We have prepared a quote for you

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**Pittsfield Public Library Fire Alarm Upgrade -  
Budget Price**

Prepared for:

**PITTSFIELD PUBLIC LIBRARY**

Holly Williams

[hollywil@pittsfield.lib.me.us](mailto:hollywil@pittsfield.lib.me.us)

Prepared by:

**Maine - Fire**

Brooks Thompson

[bthompson@minutemanst.com](mailto:bthompson@minutemanst.com)



## Scope of Work

Budget price to upgrade the current discontinued fire alarm panel and devices. We will replace the current panel with a new fire alarm panel that has a built in communicator. This will allow us to remove the 411UDAC.

### Customer Responsibility:

- Prove Access
- Patch/Paint if needed
- Work to be completed during normal business hours (M-F, 8am-4:30pm)
- Have current elevator vender on site when needed
- Provide access to any devices over 10' high.

### Hardware

Description	Qty
10 ZONE CONVENTIONAL FIRE CONTROL PANEL WITH DACT	1
12V 18AH BATTERY	2
DUAL ACTION STATION RED TERMINAL BLOCK NOTIFIER K	10
2 WIRE P/E SMOKE DET I3 SERIES	22
4 WIRE P/E SMOKE W/THERM&FORM	5
194 °F (90° C) FIXED TEMPERATURE DUAL CIRCUIT.	1
HORN STROBE 2W RED WALL	8
HORN/STROBE 12/24 VOLT RED MULTI-CANDELA 1515/753	1
12 OR 24 VOLT EOL RELAY MODULE.	1
Misc Fire Installation Materials	1
Shipping & Handling	1
Labor	1

Subtotal: **\$9,285.76**

## Pittsfield Public Library Fire Alarm Upgrade - Budget Price



**Prepared by:**  
**Maine - Fire**  
 Brooks Thompson  
 800-370-3473  
 bthompson@minutemanst.com

**Prepared for:**  
**PITTSFIELD PUBLIC LIBRARY**  
 110 LIBRARY STREET  
 PITTSFIELD, ME 04967  
 Holly Williams  
 (207) 487-5800  
 hollywil@pittsfield.lib.me.us

**Quote Information:**  
**Quote #: 009239**  
 Version: 2  
 Delivery Date: 11/22/2022  
 Expiration Date: 12/30/2022

### Quote Summary

Description	Amount
Hardware	\$9,285.76
	<b>Subtotal: \$9,285.76</b>
	<i>no tax</i> <b>Estimated Tax: \$247.65</b>
	<b>Total: \$9,533.41</b>

Payment Terms: Net 30 Days

### Maine - Fire

Signature: Brooks Thompson  
 Name: Brooks Thompson  
 Title: Bangor/Waterville General Manager  
 Date: 11/22/2022

### PITTSFIELD PUBLIC LIBRARY

Signature: \_\_\_\_\_  
 Name: Holly Williams  
 Job Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Sales Agreement T&C's

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### Standard

**OPERATION:** Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

**DELAYS - INTERRUPTION OF SERVICE:** Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

**EXCLUSIONS:** Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

**ADDITIONAL CHARGES:** Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

**LIQUIDATED DAMAGES -MINUTEMAN'S LIMITS OF LIABILITY:** Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services

## Sales Agreement T&C's

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offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

**INDEMNIFICATION:** Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

**WARRANTY:** Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**TOWN COUNCIL MEETING OF** 12/06/2022 **:**

       PUBLIC HEARINGS                        x   NEW BUSINESS  
       REPORTS                                     DISCUSSION ITEMS  
       OLD BUSINESS                             EXEC. SESSION  
  
       ORDER 22-                                   PACKAGE  
  x   RESOLUTION 22-                               ADDITION  
       ORDINANCE 22-      

**TO BE TITLED:** Resolved that the Town Council approve the expenditure of \$3912 from the Library's capital reserve account to spend on labor and parts to replace motors in three of the the HVAC's indoor units. <sup>\*</sup>

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DESCRIPTION:

The noise in the staff's offices and book stacks can be unbearable at times (high-pitched constant whine). AAA Energy will need to disassemble the T-track ceiling under each unit (Director's office, staff work room, fiction stacks) to facilitate the repair, so there will be some disruption in these areas. We won't need to close, but we'll relocate some of the old bound newspapers and plastic will need to be covering many of the fiction stacks for the day. (There is a 4-week wait for the motor.)

Materials, tax, & other charges: \$2312; AAA Energy's labor: \$1600 (16 hours)

*w/out tax = \$ 3793*

SUBMITTED BY: Holly Williams  
DATE: November 22, 2022  
AGENDA





**MAINE STATE HOUSING AUTHORITY  
MAINE WATER ASSISTANCE PROGRAM  
UTILITY PROVIDER VENDOR AGREEMENT**

**1. PARTIES TO AGREEMENT**

This Utility Provider Vendor Agreement (the “Agreement”) is made by and between Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine, with its offices at 26 Edison Drive, Augusta, Maine 04330 (“MaineHousing”) and the following utility provider (the “Vendor”) (together, the “Parties”):

Company’s Legal Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_  
Company Phone Number: \_\_\_\_\_  
Company Email address: \_\_\_\_\_

Vendor is a provider of public drinking water and/or wastewater services. MaineHousing is administrator of federal grant funds to assist eligible low-income households under the federal Low Income Household Water Assistance Program implemented by the U.S. Department of Health & Human Services’ Administration for Children & Families Department (“ACF”).

**2. TERM OF AGREEMENT**

This Agreement shall be effective as of \_\_\_\_\_, 2022 and shall end on December 31, 2023, unless earlier terminated, or extended, as provided for herein. Provisions of this Agreement necessary to fully effectuate the rights of MaineHousing hereunder, including without limitation audit rights and the rights to recover funds to which Vender is not entitled hereunder, shall remain in effect for the period necessary to accomplish such objectives.

**3. USE OF FUNDS**

Maine Water Assistance Program (“MEWAP” or the “Program”) funds provided to Vendor by MaineHousing will be used to assist eligible households served by Vendor through restoring services; offsetting arrearages; and/or reducing by up to \$500, service fees or rates charged. Funds may not be applied to: any infrastructure expenses (reconnection, replacement or repair of water piping); separately metered water sources that are used for livestock, agriculture, swimming pools, businesses, or other non-drinking or personal household use.

Through a household application process, MaineHousing will determine eligibility, verify the household’s account details with Vendor including arrearage and service costs, calculate the amount of funds to be applied to the account, and notify the household and Vendor of the benefit awarded. Vendor will be responsible for establishing procedures to notify households of any remaining balance due that MEWAP funds do not cover. MEWAP funds allocated to a specific household (the “Benefit”) may not be sold, released or transferred, by the household or the Vendor.



#### 4. RETURN OF UNUSED FUNDS/VENDOR REFUND POLICY

Vendor shall maintain accurate records of Program credit balances and shall not retain, absorb, write off, reduce, eliminate or zero out any Benefit funds or credit balance outstanding. Vendor shall perform a reconciliation of accounts and refund all unused funds, including account credit balances, to MaineHousing within 30 days of account being closed, in compliance herewith. Credit balances may not be exchanged for cash or cash equivalent.

#### 5. PAYMENT TO VENDOR

Vendor must sign up to receive funds disbursements by submitting to MaineHousing three forms: an IRS W-9 Form, a New Accounts Payable Vendor Master Request, and an AP Vendor Direct Deposit Form. The forms should be returned with the fully executed Agreement to MaineHousing to ensure payment to Vendor. The enroller must be Vendor's authorized financial representative.

#### 6. RECORDS AND REPORTING

During the term of this Agreement, including any extension term, Vendor shall maintain written records, satisfactory to MaineHousing, of all households assisted, specifically, name, address and amount of Benefit received and applied to the account. Notwithstanding any other provision of this Agreement, MaineHousing, ACF and the Comptroller General of the United States shall have access to all books, records, papers and other documents, whether in paper, electronic, or any other form, that are pertinent to the services under this Agreement for the purpose of reviewing, examining, inspecting, investigating, auditing, copying, translating or transcribing any information contained therein. Vendor shall cooperate fully with any such action taken by the federal government or MaineHousing. Vendor shall retain all records pertaining to this Agreement for a period of time that is the greater of five (5) years from the final payment of Program funds or until all questions or activities have been resolved to the satisfaction of MaineHousing. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Vendor agrees to submit, in such form as may be prescribed by MaineHousing, such reports or written answers to specific questions, surveys or questionnaires as MaineHousing may determine necessary, on or before a date specified by MaineHousing. Vendor further agrees to cooperate fully with MaineHousing in regard to any fraud investigations or administrative hearings MaineHousing may undertake with regard to Program applicants or beneficiaries.

#### 7. TERMINATION

- A. Termination for Convenience by MaineHousing. MaineHousing shall have the right to terminate this Agreement if MaineHousing, in its sole judgement, determines that such termination is in its best interest. In the event MaineHousing determines that such termination is in its best interest, it shall give notice of termination to Vendor stating the effective date of termination. In the event of such termination, MaineHousing shall be obligated to pay Vendor only for utility services actually provided by Vendor to eligible households to the effective date of such termination.
- B. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately in the event MaineHousing determines, in its sole

judgment, that Vendor has failed to perform its obligations hereunder or has breached any representation or warranty made by Vendor hereunder, and such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Vendor.

- C. Termination by Vendor. Vendor may terminate this Agreement only with the written consent of MaineHousing upon no less than thirty (30) days advance written notice to MaineHousing and an opportunity for by MaineHousing to inspect Vendor's records for a period of thirty (30) days thereafter. No consent of MaineHousing will be required in the event Vendor gives MaineHousing notice of its intent to cease doing business as a provider of public drinking water and/or wastewater services, but MaineHousing shall still have the right to inspect Vendor's records during said thirty (30) day period. Termination by Vendor without required notice and consent shall be cause for default under this Agreement.

In the event of termination of this Agreement, all unused Benefit funds held by Vendor shall be returned to MaineHousing. Vendor shall not at any time transfer Benefit funds or credits to another vendor, to the accounts of other households, or to any other party other than MaineHousing.

## 8. SUSPENSION, BAR AND WATCH LIST

- A. Suspension by MaineHousing. MaineHousing shall have the right to suspend, in part or in whole, Vendor's performance under this Agreement if at any time MaineHousing, in its sole judgment, determines that such suspension is in MaineHousing's best interest. Any such suspension shall be effected by notice to the Vendor by MaineHousing specifying the extent performance under this Agreement is suspended and the date on which such suspension is effective.
- B. Bar. MaineHousing may bar the Vendor from participation in any other water/wastewater assistance programs administered by MaineHousing or its agents for the Vendor's failure to abide by the terms of this Agreement or for any malfeasance or misfeasance with respect to services under the Program.
- C. Watch List. In the event MaineHousing, in its sole judgment, determines based on Vendor's actions or omissions or other information obtained by MaineHousing directly or from any third party that such actions, omissions or other information raise issues concerning Vendor's continued ability to comply with the terms of this Agreement, or that Vendor's performance is out of compliance with the requirements of this Agreement, MaineHousing may, in its sole discretion, place Vendor on a "Watch List."

After placing Vendor on a Watch List, MaineHousing will schedule an audit of Vendor's performance under this Agreement at Vendor's premises, which audit will include, without limitation, a review of Program funds records and participating household accounts. At a minimum, Vendor shall remain on the Watch List pending action on the auditor's recommendation to MaineHousing's Director of Energy and Housing Services. Such recommendation may include, without limitation, taking any one or more of the following actions: maintaining Vendor's Watch List status; monitoring by MaineHousing of Vendor's performance under this Agreement at Vendor's location or elsewhere; providing guidance or other assistance to Vendor to address performance issues; implementing additional recordkeeping and reporting requirements; requiring Vendor to turn over to MaineHousing

Program funds paid to Vendor for credit to participating household accounts with Vendor; and issuing a deficiency notice to Vendor. For so long as Vendor remains on the Watch List, payment of Program funds will be made by MaineHousing to Vendor only after satisfactory proof of application of Benefit amounts to participating household accounts complying with the terms of this Agreement has been submitted to MaineHousing by Vendor on terms and conditions required by MaineHousing. Payment to Vendor will be processed in accordance with the normal Program payment cycle.

## **9. DEFAULT REMEDIES**

In addition to the right to terminate this Agreement as provided herein and the other rights and remedies of MaineHousing provided in this Agreement, in the event of default by Vendor in the performance of one or more of its obligations under this Agreement, MaineHousing may withhold any further payments to Vendor, and/or offset any amounts owed to Vendor under this Agreement against any damages or costs incurred by MaineHousing as a result of Vendor's failure to perform its obligations under this Agreement, including but not limited to costs associated with procuring replacement services and attorneys' fees and legal costs.

## **10. CONFIDENTIAL INFORMATION**

Vendor must comply with all applicable rules, laws or regulations that apply to Vendor regarding protecting confidential information/privacy of the customer.

Vendor, including its employees, officers, agents, contractors, subcontractors, and other representatives, shall keep confidential and shall not disclose, sell or transfer information, written or oral, acquired by any of them relating to this Agreement, including without limitation individual customer information of any household applying for or receiving Benefit funds hereunder, by MaineHousing, or by any third party concerning any such applicant or household.

All such information shall be confidential information under this Agreement without the need to specifically designate it as such. This provision shall survive the expiration or earlier termination of this Agreement.

Nothing in this section shall be construed to prohibit the disclosure of any information that the Vendor is required to disclose pursuant to applicable law. In the event Vendor receives a request for disclosure of confidential information and such disclosure is required by law, Vendor shall, upon receiving such request, immediately notify MaineHousing thereof. Vendor shall not disclose such information until it has consulted with MaineHousing after providing such notice.

## **11. INDEMNIFICATION**

Vendor shall indemnify and hold MaineHousing and its commissioners, officers, employees and agents harmless from and against any and all claims, losses, damages, demands, suits, judgments or costs (including but not limited to attorneys' fees and legal costs) that may be incurred by MaineHousing arising out of or in any way related to the Vendor's breach of any of its obligations under this Agreement or action taken by MaineHousing to enforce or exercise its rights under this Agreement as a result of such breach.

Vendor does not herein waive any defenses, immunities and limits of liability available to it pursuant to the terms of any law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. §§8101-8118.

The foregoing provisions shall survive the expiration or earlier termination of this Agreement.

## **12. PROHIBITED DISCRIMINATION**

The Vendor agrees not to discriminate against any eligible household regarding the extension of credit or services, the price of water/wastewater or other services, the status of the household as either an owner or renter, or the terms or conditions of the delivery of such services solely on the basis of its participation in the Program.

Additionally, during the term of this Agreement, Vendor shall not discriminate in any manner against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, familial status, or receipt of public assistance. Such prohibition against discrimination shall include, but not be limited to, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

## **13. COMPLIANCE WITH LAWS**

Vendor warrants and represents that it shall comply with the Maine Housing Authorities Act, 30-A M.R.S.A. §4701, et seq.; the federal law and regulations that govern the LIHWAP program; the MEWAP Guide; the Certifications set forth in **Appendix A** and **Appendix B** attached hereto and made a part hereof and executed by Vendor; and any other applicable provision of federal or Maine law.

## **14. ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement constitutes the entire agreement between MaineHousing and Vendor and supersedes any other contract, arrangement or understanding, written or oral, by and between the Vendor and MaineHousing for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Vendor and MaineHousing shall continue to be bound by them. Section and subsection headings in this Agreement have no legal significance and are only for convenient reference.

## **15. INDEPENDENT CONTRACTOR**

It is understood and agreed by the parties hereto that Vendor is acting in an independent capacity, as an independent contractor, in the performance of this Agreement, and not as an officer, agent or employee of MaineHousing.

**16. ASSIGNMENT**

Vendor shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the express prior written consent of MaineHousing, which consent, if given, may include conditions that MaineHousing, in its sole judgment, determines are appropriate or necessary. Any such assignment or other similar action taken by Vendor without such prior written consent shall be null and void and shall not release Vendor from its obligations, responsibility and liability under this Agreement.

Vendor agrees that it shall not at any time transfer Benefit funds or credits to any other water or wastewater provider, whether or not the provider has entered into a similar agreement with MaineHousing, or to any other party other than MaineHousing. Vendor shall return all unused Benefit funds held by Vendor for the accounts of eligible households to MaineHousing.

**17. AMENDMENTS**

The provisions of this Agreement may be amended only by mutual agreement of the parties hereto expressed in writing and signed by the parties.

**18. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Maine and applicable federal law (excluding choice of law rules) both as to interpretation and performance.

**19. AGREEMENT ADMINISTRATOR; NOTICES**

MaineHousing’s Director of Energy and Housing Services, or any other person designated in writing by same, shall be MaineHousing’s contact and administrator (“Agreement Administrator”) with regard to the Agreement. Vendor shall complete the section below as to its designated Agreement Administrator.

Any notice required or permitted under this Agreement shall be in writing and delivered in person, by fax, by e-mail, by postage prepaid registered or certified mail, return receipt requested, or by overnight United States mail or overnight commercial delivery service to the addresses set forth below.

To MaineHousing:  
Maine State Housing Authority  
Attn: Director, Energy and Housing Services  
26 Edison Drive  
Augusta, ME 04330  
Tel: (207) 626-4600  
Fax: (207) 624-5780  
Email: water@mainehousing.org

To Vendor:  
Company name: \_\_\_\_\_  
Contact name/title: \_\_\_\_\_  
\_\_\_\_\_  
Street address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**20. WAIVER**

MaineHousing’s failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Vendor for default of this Agreement, or MaineHousing’s acceptance of any performance by the Vendor under this Agreement during any such default, shall not be deemed to constitute a waiver of any rights, causes of action, or remedies available to MaineHousing under this Agreement, at law or in equity, and MaineHousing shall fully retain all such rights, causes of action and remedies.

**21. AUTHORIZED SIGNATURE**

The undersigned representative of Vendor hereby warrants and represents that he/she is an officer of Vendor, or if Vendor is owned by a single person, is the owner of Vendor, and has the authority to execute this Agreement on behalf of the Vendor and that the Vendor shall be bound by his/her action.

**22. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**IN WITNESS WHEREOF**, the Parties, by their respective representatives duly authorized, have executed this Agreement, as of the Effective Date referenced herein.

**MAINE STATE HOUSING AUTHORITY**

Date: \_\_\_\_\_

\_\_\_\_\_

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

Its \_\_\_\_\_

**REMAINDER OF PAGE IS BLANK  
SIGNATURES CONTINUE ON FOLLOWING PAGE**

\_\_\_\_\_ (Vendor Name)

Date: \_\_\_\_\_

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

Title (if applicable): \_\_\_\_\_

*Please note that Appendices A and B also require signature on behalf of Vendor.*

**APPENDIX A TO UTILITY PROVIDER VENDOR AGREEMENT**  
**Certification Regarding Debarment & Suspension**  
**and Other Responsibility Matters**

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs a – d of this certification.

\_\_\_\_\_ (Vendor Name)

Date: \_\_\_\_\_

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

Title (if applicable): \_\_\_\_\_

OR:

I am unable to certify to the above statements. My explanation is attached.



**APPENDIX B TO UTILITY PROVIDER VENDOR AGREEMENT**  
**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreement

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence officer or employee of any agency or member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with this commitment providing for funding, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ (Vendor Name)

Date: \_\_\_\_\_

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

Title (if applicable): \_\_\_\_\_

# Maine Water Assistance Program

- » **What is the Maine Water Assistance Program?** It is a federally funded program to help support eligible households in having access to drinking water and wastewater utility services.
- » **Water liability** ~ Households will be required to have a water liability in order to be eligible for the drinking water/wastewater program.
- » Applicants will be required to provide a copy of their current residential water/wastewater bill with their name on it.
- » **How is eligibility determined?** The Maine Water Assistance Program is an income-based program and households seeking assistance with paying their water and/or wastewater bills must apply for the program. Households eligible for HEAP (Home Energy Assistance Program), SNAP (Supplemental Nutrition Assistance), TANF (Temporary Assistance for Needy Families), and SSI (Supplemental Security Income) will be required to submit an application for the drinking water/wastewater program in order to be eligible for the benefit.

» **How can these funds be used?** These funds can assist households to reduce water and/or wastewater arrearages, prevent disconnections, and help pay back charges and fees. Households are eligible for one prospective benefit and a one-time arrearage payment to prevent disconnection or restore service. Any payment will be sent directly to the provider.

» **How to apply?** Complete an Application for the MaineWater Assistance Program.

» **How can I get an application?**

Call or email, using the info below, give us your name and address and we will send an application to you.

 Call: (888) 623-6762

 Email: [water@mainehousing.org](mailto:water@mainehousing.org)

You can also visit our website to download an application or for more information on the program.

 Website:  
[mainehousing.org/mainewaterprogram](http://mainehousing.org/mainewaterprogram)

