

**LEWISTON CITY COUNCIL AGENDA  
CITY COUNCIL CHAMBERS  
OCTOBER 18, 2011**

**6:30 p.m. Executive Session** - To discuss Real Estate negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

**7:00 p.m. Regular Meeting**

Pledge of Allegiance to the Flag.  
Moment of Silence.

Acceptance of the minutes of the meeting of October 4, 2011.  
Mayor's Proclamation - Declaring November 1<sup>st</sup> as "Extra Mile Day"

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

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 7.

**REGULAR BUSINESS:**

1. Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for Pedro O'Hara's, 134 Main Street.
2. Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for Fish Bones American Grill, 70 Lincoln Street.
3. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for LBK Events (Royal Oak Room), 1 Bates Street.
4. Public Hearing on a new liquor license application for the Sea Asian Bistro, Inc., 40 East Avenue.
5. Public Hearing and First Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance to prohibit the sales and use of consumer fireworks within the City of Lewiston.
6. Amendments to the General Assistance Policy.
7. Order Authorizing the City Administrator to continue the City Policy to Not Invest in New Water Main Extensions.
8. Order Authorizing the City Administrator to continue the City Policy Not Invest in New Service Lines.
9. Order Authorizing the City Administrator to continue the City Policy Not Invest in Associated Appurtenances for New Services.
10. Order Authorizing the City Administrator to continue the City Policy to Require 100% Deposit and Payment of Materials and Labor for any New Service Connection Work or Main Extensions or Associated Appurtenances.
11. Order Authorizing the City Administrator to Implement Updated Water and Sewer Terms and Conditions.
12. Order Authorizing the City Administrator to Execute a Grant and Licensing Agreement with Shane's Inspiration for Project Services related to a universally accessible playground.
13. Reports and Updates.
14. Any other City Business Councilors or others may have relating to Lewiston City Government.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 18, 2011

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6:30pm**

**SUBJECT:**

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

**INFORMATION:**

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

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To enter into Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 18, 2011**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 1**

**SUBJECT:**

Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for Pedro O'Hara's, 134 Main Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Pedro O'Hara's, 134 Main Street.

The Police Department has reviewed and approved the application.

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

The business owner has been notified of the public hearing and requested to attend.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/KMM*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Pedro O'Hara's, 134 Main Street.

CITY OF LEWISTON  
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: Oct 1, 2011 Expiration Date: 10/6/2012 License fee: \$116.00

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

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

\*\*\*\*PLEASE PRINT\*\*\*\*

Business Name: Pedro O'Hara's Business Phone: 207 783-6200

Location Address: 134 MAIN St., Lewiston

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

Mailing Address: 134 MAIN St. Lewiston, ME 04240

Contact Person: Bill Welch Home Phone: 207 782-4007

Owner of Business: \_\_\_\_\_ Date of Birth: 10/7/52

Address of Owner: 2 EMILIE St Lewiston, ME

Manager of Establishment: SAME Date of Birth: \_\_\_\_\_

Owner of Premises (landlord): Robert Esperto

Address of Premises Owner: 9 Susan St, Falmouth, ME 04105

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

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston?  Yes  No If yes, please list business name(s) and location(s): Pedro O'Hara's  
Chief's LLC

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

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

Corporation Name: Chief's LLC

Corporation Mailing Address: 134 MAIN ST., Lewiston, ME

Contact Person: Bill Welch Phone: \_\_\_\_\_

Do you permit dancing on premises? \_\_\_ Yes  No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? \_\_\_ Yes  No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1000 yds

Please describe the type of proposed entertainment:

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

If new applicant, what is your opening date?: \_\_\_\_\_

\*\*\*\*\*

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

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

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

Signature: William Welch Title: owner/manager Date: Oct 1, 2011

Printed Name: William Welch

\*\*\*\*\*

Sent to Code Enforcement: \_\_\_\_\_ Need reply by: \_\_\_\_\_ Approved: \_\_\_\_\_

Sent to Police & Fire: \_\_\_\_\_

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Hearing Date: 10/18/11 Approved by Council: \_\_\_\_\_ Vote No: \_\_\_\_\_

CITY OF LEWISTON, MAINE  
Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

1. Exact corporate name: CHIEFS LLC

2. Date of incorporation: 8/1/2011

3. State in which you are incorporated: MAINE

4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: \_\_\_\_\_

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

NAME	ADDRESS... PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
William Welch	Lewiston, ME 4 EMILE ST.	10/7/52	40%	OWNER
TROY KAVANAGH	62 EVANHOE DR TOPSHAM	8/18/61	25%	"
Peter Theriault	PO BOX 190 US RT 1 FALMOUTH 348	7/29/63	25%	"
Scott Welch	4 EMILE ST LEWISTON, ME	4/7/76	10%	"

6. What is the amount of authorized stock? 100% Outstanding stock? 0

7. Is any principal officer of the corporation a law enforcement official?  
NO

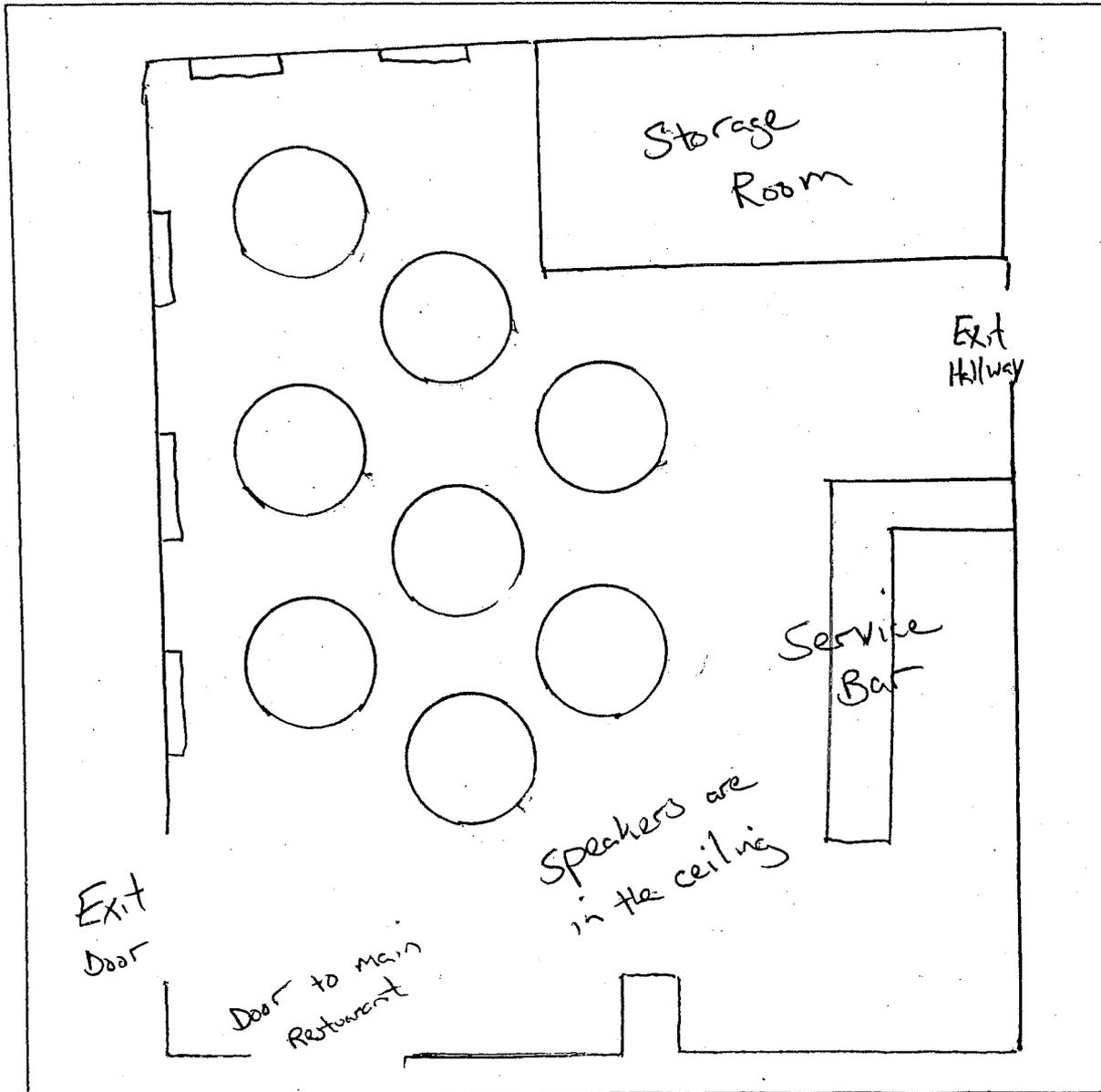
Dated at Lewiston on Oct 1, 2011  
City or Town Date

William Welch  
SIGNATURE OF DULY AUTHORIZED OFFICER

**SPECIAL AMUSEMENT PERMIT  
SUPPLEMENTAL APPLICATION FORM  
ON-PREMISE DIAGRAM**

In an effort to clearly define your licensed premise and areas that the entertainment is allowed, the City of Lewiston is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram showing where in the facility the entertainment will be, the direction of any speakers and where the dance floor, if any will be located.





## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services

A handwritten signature in black ink, appearing to read "MSC 100".

DT: August 18, 2011

RE: Liquor License/Special Amusement Permit – **Pedro O'Hara's**

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

**Pedro O'Hara's**  
**134 Main Street**





**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 18, 2011**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 2**

**SUBJECT:**

Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for Fish Bones American Grill, 70 Lincoln Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Fish Bones American Grill, 70 Lincoln Street.

The Police Department has reviewed and approved the application.

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

The business owner has been notified of the public hearing and requested to attend.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Fish Bones American Grill, 70 Lincoln Street.

CITY OF LEWISTON  
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 10/6/11 Expiration Date: 11-17-12 License fee: \$116.00

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

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

\*\*\*\*PLEASE PRINT\*\*\*\*

Business Name: Fish Bones American Grill Business Phone: 207-333-3663

Location Address: 70 Lincoln St Lewiston, Maine 04240

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

Mailing Address: 70 Lincoln St Lewiston, Maine 04240

Contact Person: Paul F Landry Home Phone: 207-576-2599

Owner of Business: Paul F Landry Date of Birth: 8-17-62

Address of Owner: 340 East Road, Watery, Maine 04280

Manager of Establishment: Paul F Landry Date of Birth: 8-17-62

Owner of Premises (landlord): Bates Mill Development Corp - LLC

Address of Premises Owner: 2 Great Falls Plaza, Auburn, Maine 04210

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

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston?  Yes  No If yes, please list business name(s) and location(s): Fish Bones American Grill 70 Lincoln St Lewiston, Maine 04240

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

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

Corporation Name: Hospervu, Inc

Corporation Mailing Address: 340 East Road, Wales Maine 04280

Contact Person: Paul Landry Phone: 207-576-2599

Do you permit dancing on premises? Yes  No  (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? Yes  No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1/4 Mile

Please describe the type of proposed entertainment:

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

only for private functions

If new applicant, what is your opening date?: \_\_\_\_\_

\*\*\*\*\*

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

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

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

Signature: [Signature] Title: VP + Treasurer Date: 10/5/11

Printed Name: Paul K. Landry

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Sent to Code Enforcement: \_\_\_\_\_ Need reply by: \_\_\_\_\_ Approved: \_\_\_\_\_

Sent to Police & Fire: \_\_\_\_\_

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Hearing Date: \_\_\_\_\_ Approved by Council: \_\_\_\_\_ Vote No: \_\_\_\_\_

CITY OF LEWISTON, MAINE

Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

- 1. Exact corporate name: Hosp Serv, Inc
- 2. Date of incorporation: 6-21-05
- 3. State in which you are incorporated: Maine
- 4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: \_\_\_\_\_
- 5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

NAME	ADDRESS. PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
Katherine A Landry	340 East Rd Wales Me	4-18-69	50%	President
Paul F. Landry	340 East Rd Wales Me	8-17-62	50%	VP. Treasur

- 6. What is the amount of authorized stock? 3000 Outstanding stock? \_\_\_\_\_
- 7. Is any principal officer of the corporation a law enforcement official?  
NO

Dated at Lewiston on 10-3-11  
City or Town Date

[Signature]  
SIGNATURE OF DULY AUTHORIZED OFFICER

**MAINE DEPT OF  
PUBLIC SAFETY**

STATE OF MAINE  
Liquor Licensing & Inspection Division

164 State House Station  
Augusta ME 04333-0164

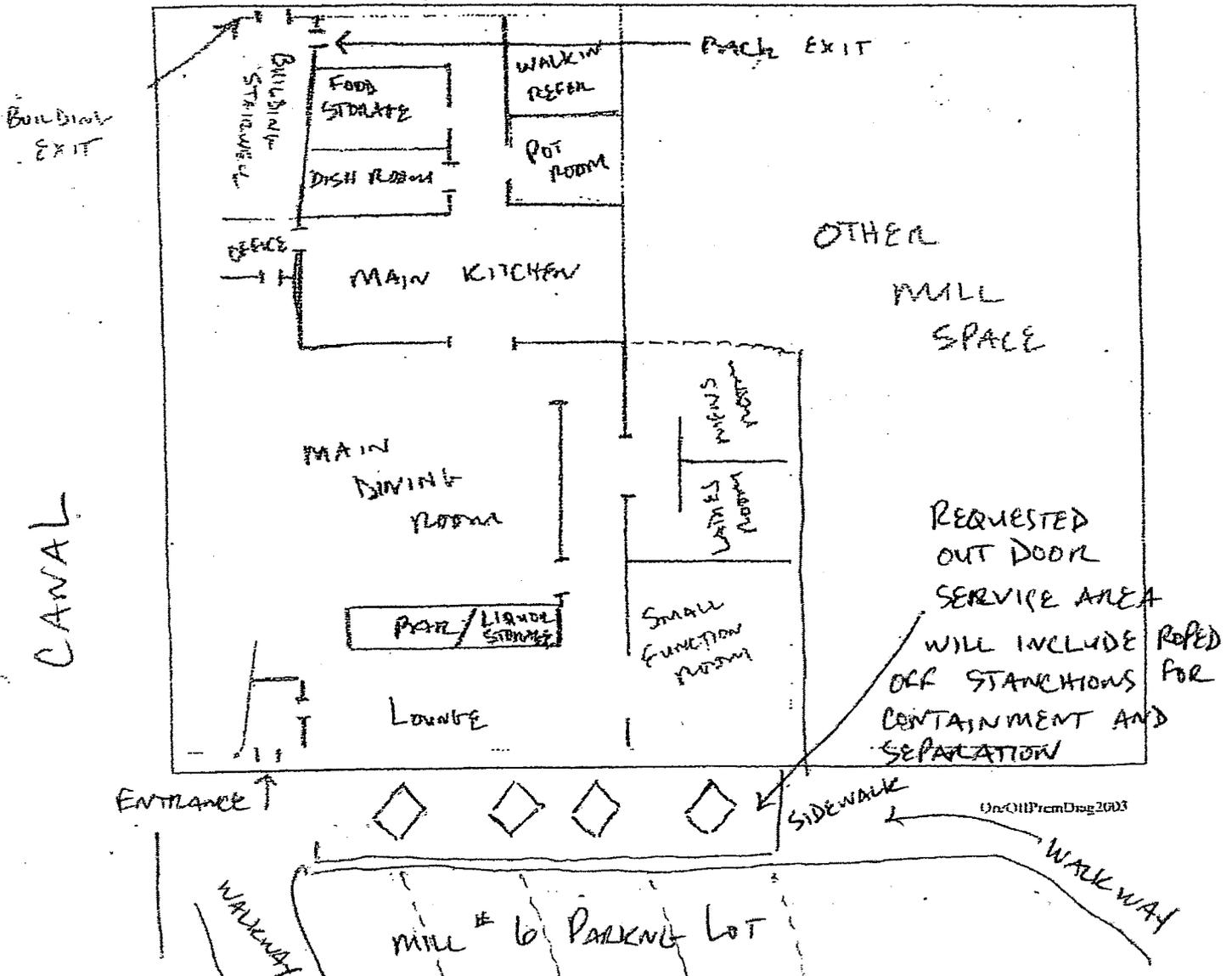
Tel: (207) 624-7220 Fax: (207) 287-3424

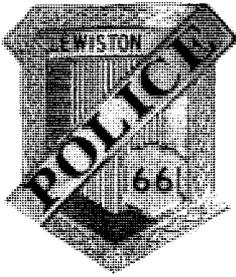


**SUPPLEMENTAL APPLICATION FORM  
ON-PREMISE DIAGRAM**

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.





## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



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TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services *MSC*

DT: September 27, 2011

RE: Liquor License/Special Amusement Permit – **Fish Bones**

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

**Fish Bones**  
**70 Lincoln Street**



**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 18, 2011**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 3**

**SUBJECT:**

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for LBK Events (Royal Oak Room), 1 Bates Street.

**INFORMATION:**

We have received a renewal application for a Special Amusement Permit for Dancing & Entertainment from LBK Events (Royal Oak Room), 1 Bates Street.

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

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

The business owner has been notified of the public hearing and requested to attend.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Dancing & Entertainment to LBK Events (Royal Oak Room), 1 Bates Street.

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

Date of Application: 10/11/11 Expiration Date: 11/7/11 License fee: \$116.00

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

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

\*\*\*\*PLEASE PRINT\*\*\*\*

Business Name: Royal Oak Room (LBK Events) Business Phone: 333-3242

Location Address: 1 Bates Street, Lewiston

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

Mailing Address: Po Box 1478 Scarborough ME 04070-1478

Contact Person: Laura Kibert Home Phone: 510-1743

Owner of Business: Laura Kibert Date of Birth: 3-8-81

Address of Owner: 5 Meadowood Dr Scarborough ME 04074

Manager of Establishment: Laura Kibert Date of Birth: 3-8-81

Owner of Premises (landlord): Robert Kay Jr

Address of Premises Owner: 1750 Lisbon St

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

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston?  Yes  No If yes, please list business name(s) and location(s): LBK Events / Royal Oak Room

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

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

Corporation Name: \_\_\_\_\_

Corporation Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Do you permit dancing on premises?  Yes \_\_\_ No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? \_\_\_ Yes  No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? ~~NABURRA~~ Approx 150 yards

Please describe the type of proposed entertainment:

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

If new applicant, what is your opening date?: \_\_\_\_\_

\*\*\*\*\*

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

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

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

Signature: Laura B Kibort Title: Owner/Manager Date 10/11/11

Printed Name: Laura B Kibort

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Sent to Code Enforcement: \_\_\_\_\_ Need reply by: \_\_\_\_\_ Approved: \_\_\_\_\_

Sent to Police & Fire: \_\_\_\_\_

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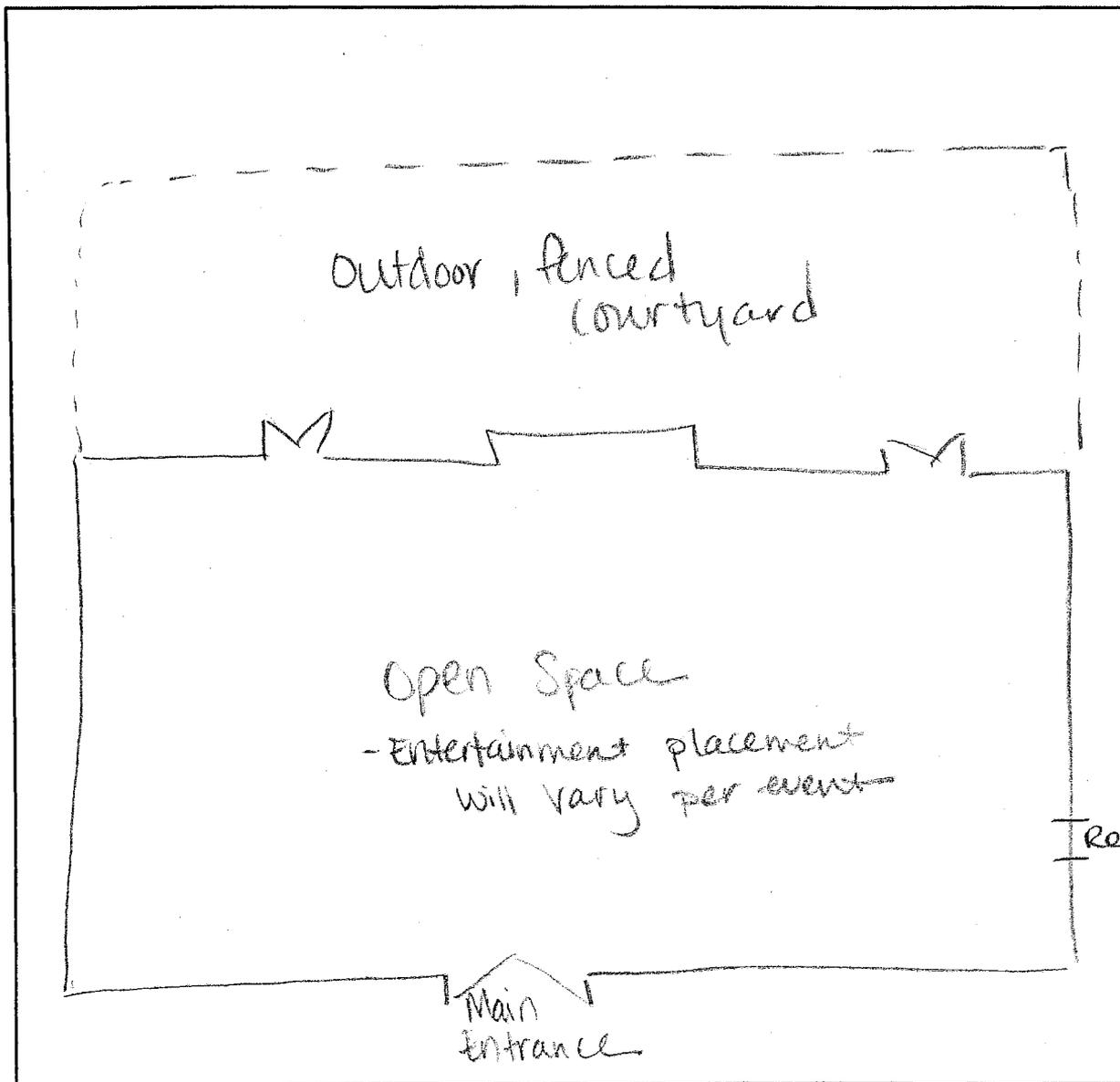
Hearing Date: 10/18/11 Approved by Council: \_\_\_\_\_ Vote No: \_\_\_\_\_

**SPECIAL AMUSEMENT PERMIT  
SUPPLEMENTAL APPLICATION FORM  
ON-PREMISE DIAGRAM**

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In an effort to clearly define your licensed premise and areas that the entertainment is allowed, the City of Lewiston is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram showing where in the facility the entertainment will be, the direction of any speakers and where the dance floor, if any will be located.





## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



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TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services *MS 106*

DT: September 27, 2011

RE: Liquor License/Special Amusement Permit – **LBK Events**

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

**LBK Events**  
**1 Bates Street**



**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 18, 2011**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 4**

**SUBJECT:**

Public Hearing on a new liquor license application for the Sea Asian Bistro, Inc., 40 East Avenue.

**INFORMATION:**

We have received a new liquor license application from the Sea Asian Bistro, Inc., 40 East Avenue. The liquor license application is for spirituous, malt & vinous.

The police department has reviewed and approved the applications.

The business owner has been notified of the public hearing and requested to attend.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EATB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To authorize the City Clerk's Office to approve a new liquor license application for the Sea Asian Bistro, Inc., 40 East Avenue.

**Department of Public Safety  
Liquor Licensing & Inspection  
Division**



<u>BUREAU USE ONLY</u>	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.  
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**PRESENT LICENSE EXPIRES \_\_\_\_\_**

**INDICATE TYPE OF PRIVILEGE:**  MALT  SPIRITUOUS  VINOUS

**INDICATE TYPE OF LICENSE:**

- |   |  |
|---|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV)   | <input checked="" type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV)               |
| <input type="checkbox"/> CLASS A LOUNGE (Class X)         | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I)      |
| <input type="checkbox"/> CLUB (Class V)                   | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV)           |
| <input type="checkbox"/> TAVERN (Class IV)                | <input type="checkbox"/> OTHER: _____                            |

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>SAI QIN DONG</u> DOB: _____			<b>2. Business Name (D/B/A)</b> <u>SEA ASIAN BISTRO INC</u>		
DOB: _____			Location (Street Address) <u>40 EAST AVE</u>		
DOB: _____			City/Town State Zip Code <u>LEWISTON ME 04240</u>		
Address <u>36 PINELAND STREET</u>			Mailing Address <u>36 PINELAND STREET</u>		
City/Town <u>LEWISTON</u>		State <u>ME</u>	City/Town <u>LEWISTON</u>		State Zip Code <u>ME 04240</u>
Telephone Number <u>207 753 6868</u>		Fax Number	Business Telephone Number		Fax Number
Federal I.D. # <u>45-305 1128</u>			Seller Certificate #		

3. If premises is a hotel, indicate number of rooms available for transient guests: \_\_\_\_\_
4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_
5. Is applicant a corporation, limited liability company or limited partnership? YES  NO   
If YES, complete Supplementary Questionnaire
6. Do you permit dancing or entertainment on the licensed premises? YES  NO
7. If manager is to be employed, give name: \_\_\_\_\_
8. If business is NEW or under new ownership, indicate starting date: DEC, 2011  
Requested inspection date: \_\_\_\_\_ Business hours: 11:AM - 1:AM
9. Business records are located at: 40 EAST AVE, LEWISTON ME 04240
10. Is/are applicant(s) citizens of the United States? YES  NO
11. Is/are applicant(s) residents of the State of Maine? YES  NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
SAI QIN DONG	4/15/83	CHINA

Residence address on all of the above for previous 5 years (Limit answer to city & state)

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES  NO

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes  No  If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES  NO

16. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner: \_\_\_\_\_

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Restaurant

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES  NO  Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? \_\_\_\_\_ Which of the above is nearest? \_\_\_\_\_

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES  NO

If YES, give details: \_\_\_\_\_

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: LEWISTON ME on Sept. 23, 20 11

Town/City, State

Date

Please sign in blue ink

Sai Qin Dong  
Signature of Applicant or Corporate Officer(s)

\_\_\_\_\_  
Signature of Applicant or Corporate Officer(s)

SAI QIN DONG  
Print Name

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





## ***POLICE DEPARTMENT***

Michael J. Bussiere  
Chief of Police



---

TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services 

DT: September 29, 2011

RE: Liquor License – **Sea Asian Bistro Inc.**

We have reviewed Liquor License Application and have no objections to the following establishment;

**Sea Asian Bistro Inc.**  
**40 East Ave.**



**CITY OF LEWISTON**  
**PUBLIC NOTICE**

A hearing on the following liquor license application will be held by the Lewiston City Council in the Council Chambers, City Hall on ***Tuesday, October 18, 2011, at 7:00 p.m.***, or as soon thereafter as they may be heard. Any interested person may appear and will be given the opportunity to be heard before final action on said application.

Sea Asian Bistro, Inc.  
40 East Avenue  
Sai Qin Dong, owner

The City of Lewiston is an EOE. For more information, please visit our website @ [www.ci.lewiston.me.us](http://www.ci.lewiston.me.us) and click on the Non-Discrimination Policy.

Kathleen Montejo, MMC  
City Clerk  
Lewiston, Maine

***PUBLISH ON: October 12, 13 & 14, 2011***

Please bill the City Clerk's Dept. account. Thank you.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 18, 2011

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 5**

**SUBJECT:**

Public Hearing and First Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance to prohibit the sale and use of consumer fireworks within the City of Lewiston.

**INFORMATION:**

At the September 27 City Council workshop, the Council reviewed and discussed with the Fire Chief the issue of the sale and use of consumer fireworks within the City of Lewiston, and the related options under the new state law. At the October 4 Council meeting, the Council voted down a proposed ordinance which would allow limited use and sale of fireworks and instead indicated their support for an outright ban on fireworks within the City limits. This agenda item is for first reading of an ordinance to ban fireworks in Lewiston.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EA/B/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That the proposed amendment to the City Code of Ordinances, Chapter 50 "Offenses and Miscellaneous Provisions", Article VIII. "Sale and Use of Consumer Fireworks Prohibited", Sections 50-226 through 50-230, to create a new article banning fireworks within the city limits, receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regular City Council meeting.

**AN ORDINANCE PERTAINING TO FIREWORKS**

**THE CITY OF LEWISTON HEREBY ORDAINS:**

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

**CHAPTER 50**

**OFFENSES AND MISCELLANEOUS**

Secs. 50-212—50-225 Reserved.

**ARTICLE VIII. SALE AND USE OF CONSUMER FIREWORKS PROHIBITED**

**Sec. 50-226. Definitions.**

The following definitions shall apply in this section:

- (1) Consumer fireworks shall have the same meaning as in 27 Code of Federal Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a 3<sup>rd</sup>-party testing laboratory as conforming with United States Consumer Product Safety Commission standards in accordance with 15 United States Code, Chapter 47. “Consumer fireworks” does not include the following products:
  - a. Missile-type rockets, as defined by the State Fire Marshal by rule;
  - b. Helicopters and aerial spinners, as defined by the State Fire Marshal by rule; and
  - c. Sky rockets and bottle rockets. For purposes of this paragraph, “sky rockets and bottle rockets” means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability, that rise into the air upon ignition, and that may produce a burst of color or sound at or near the height of flight.
- (2) Display means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of fireworks or special effects.

**Sec. 50-227. Prohibition.**

No person shall use, possess with the intent to use, sell, possess with the intent to sell or offer for sale consumer fireworks in the City of Lewiston.

**Sec. 50-228. Exception.**

This section does not apply to a person issued a fireworks display permit by the City of Lewiston and/or the State of Maine pursuant to 8 M.R.S.A. §227-A.

**Sec. 50-229. Violations.**

- (1) Any person who uses consumer fireworks or possesses consumer fireworks with the intent to use in the City of Lewiston in violation of this ordinance shall receive a citation.
- (2) The civil penalty set in accordance with the city's policy manual as approved by the city council shall be imposed for the issuance of citations. The civil penalties imposed are cumulative.

**Sec. 50-230. Seizure and disposal of fireworks.**

The City may seize consumer fireworks that the City has probable cause to believe are used, possessed, or sold in violation of this section and shall forfeit seized consumer fireworks to the State for disposal.

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



## City of Lewiston Executive Department

EDWARD A. BARRETT  
City Administrator

PHIL NADEAU  
Deputy City Administrator



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October 13, 2011

To: Honorable Mayor and Members of the City Council  
Fr: Ed Barrett  
Su: Fireworks Ordinance

Following the discussion at the last Council meeting, the Fireworks ordinance that appears on the agenda tonight reflects option 2 below – an outright ban on the sale and use of fireworks within the City.

At the last meeting, a question was also raised as to whether the City could ban the possession of fireworks as well. Under the newly adopted state law, we cannot ban simple possession. We can, however, ban possession with the intent to use or sell fireworks within the community, and the proposed ordinance includes such language.

Please also note that this version does not include a penalty provision. After reflection, we would suggest adopting penalties as a part of our policy manual. Once a decision is reached on the basic ordinance, we will prepare a separate action to establish fines.

The following options remain available to the Council

Option 1 – Restricted Use – Discharge Zones 1 and 2

This is the proposal that was defeated at first reading at the last meeting. It would allow the use of consumer fireworks during certain hours on a year round basis in the more rural areas of the community while limiting them to the 4<sup>th</sup> of July, New Year's Eve, and New Year's day in the more urban areas. Sale and possession would also be permitted.

Option 2 – Outright Ban

This would prohibit the sale or use of fireworks in the entire City at all times.

Option 3 – Prohibit in Urbanized Areas; Permitted in Rural

This would prohibit the use of fireworks in the urbanized portion of the community at all times while allowing them in the rural areas. Rural use could be on a year-round or date specific basis. Sale of fireworks could either be permitted city-wide, within the rural area only, or prohibited. If this option should be considered, Councilor Butler has suggested that fireworks' sale be prohibited city-wide and that restrictions similar to those outlined in Option 1, i.e., use limited to certain hours on July 4<sup>th</sup>, December 31<sup>st</sup>, and January 1<sup>st</sup>.

#### Staff Position:

Staff developed Option 1 as the greatest expansion of fireworks in Lewiston that we would be comfortable with, pending actual experience and problems or issues that might result. We would not recommend anything that would further broaden what this option allows. Staff does not object to stricter limits as outlined under options 2 and 3 above.

#### Procedure

Under the City Charter, all ordinances must receive a first and second reading and be subject to a public hearing. In addition, if any substantive changes are made in an ordinance as the process moves forward, it must be restarted.

**LEGAL AD**

**PUBLIC HEARING NOTICE  
CITY OF LEWISTON  
PROPOSED ORDINANCE AMENDMENT**

A public hearing on the following ordinance amendment, for passage on first reading, will be held in the Council Chambers, City Building, on **Tuesday, October 18, 2011, at 7:00pm**, or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action on said ordinance adoption.

**OFFENSES AND MISCELLANEOUS PROVISIONS ORDINANCE**

This amendment would ban the sale and use of fireworks within the City of Lewiston.

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

Kathleen M. Montejo, MMC  
City Clerk

**LEGAL AD - SUN JOURNAL - Thursday, Oct.13, 2011**

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

Thank you.

Please bill the City Clerk's Dept account.

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 18, 2011**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 6**

**SUBJECT:**

Amendments to the General Assistance Policy.

**INFORMATION:**

Each year, the City is required to review, amend if necessary, and adopt the maximum amounts of assistance issued by the City for residents in need. The City Council is required to adjust the maximums allowed for general assistance as well as the maximum amounts allowed for food and housing. These amounts are set by the Department of Housing and Urban Development guidelines and the current Thrifty Food Plan. Passage is recommended.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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That the overall maximum amounts allowed for general assistance and the maximum amounts allowed for food, housing, personal/household supplies, diapers and personal supplies for children, utilities/electricity and heating fuel in the General Assistance Policy, for persons eligible to receive assistance in accordance with the standards of eligibility, be amended and adopted in accordance with HUD guidelines and the current Thrifty Food Plan.

(NOTE: New items in the attached Policy are underlined, deleted items have ~~strikeouts~~.)

## GENERAL ASSISTANCE POLICY

As provided by Chapter 46 of the Code of Ordinances, the City Council hereby establishes the following allowed maximum amounts for food, housing, personal/household supplies, utilities, heating fuel, clothing, burial and cremation expenses for persons eligible to receive assistance in accordance with the standards of eligibility.

### *MAXIMUM AMOUNTS*

The total maximums allowed for general assistance, which are 110% of HUD guidelines, are:

No. in Household	Weekly	Monthly
1	<del>114.00</del> <u>122.00</u>	496.00 <u>523.00</u>
2	<del>143.00</del> <u>152.00</u>	622.00 <u>655.00</u>
3	<del>175.00</del> <u>186.00</u>	760.00 <u>800.00</u>
4	<del>222.00</del> <u>236.00</u>	963.00 <u>1013.00</u>
5	<del>246.00</del> <u>261.00</u>	1066.00 <u>1122.00</u>
6	<del>263.00</del> <u>278.00</u>	1141.00 <u>1197.00</u>

Additional persons in the household will be budgeted at \$75.00 per person per month.

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



Social Services Department  
Sue Charron  
Social Services Director



## MEMORANDUM

TO: Mayor Gilbert and Members of the City Council

FR: Sue Charron, Social Services Director

RE: G.A. Maximums

DT: October 18, 2011

Enclosed are the MMA General Assistance Overall Maximums (Lewiston/Auburn MSA- Appendix A); Food Maximums (Appendix B); Housing Maximums (Lewiston/Auburn MSA- Appendix C); Utility Maximums (Appendix D); Heating Fuel Maximums (Appendix E) and Personal Care Maximums (Appendix F) for 10/1/2011-9/30/2012.

**The only change being submitted is an increase in the overall maximums. The food, rental, utility and personal maximums are the same amounts that were adopted for the period of 10/1/2010-9/30/2011.**

**The GA overall maximums (A)** are established by Maine General Assistance law (22MRS 4305(3-B)) and **cannot** be altered by action of the municipal officers.

**The food maximums (B)** normally increase each October. The maximums did increase in October of 2008, and an additional increase was implemented in April 2009 due to the Stimulus Bill that was signed on February 17, 2009. **There is a \$0 increase in the Food Supplement (Food Stamps) for the period of 10/1/11-9/30/12.**

The food maximums are the same as the USDA 2011-2012 Thrifty Food Plan, which are presumed to be reasonable by regulation of the Department of Health and Human Services (DHHS). If the municipal officers wish to amend these maximum levels a local survey must be developed and provided to DHHS to

*City Hall • 27 Pine Street • Lewiston, Maine • 04240 • Voice Tel. 207-513-3130 • Fax 207-784-2959  
• TTY/TDD 207-784-5999 • Email: [scharron@ci.lewiston.me.us](mailto:scharron@ci.lewiston.me.us)*

The City of Lewiston does not discriminate against or exclude individuals from its municipal facilities, and/or in the delivery of its programs, activities and services based on an individual person's race, ancestry, color, religion, gender, age, physical or mental disability, veteran status, or limited English speaking ability. For more information about this policy, contact or call Compliance Officer Mike Paradis at (V) 207-513-3140, (TTY) 207-784-5999, or email [mparadis@ci.lewiston.me.us](mailto:mparadis@ci.lewiston.me.us).

Lewiston



2007

**Social Services Department  
Sue Charron  
Social Services Director**



justify the proposed amendments. The Lewiston City Council has always adopted the food maximums identical to the Thrifty Food Plan and I believe they are reasonable and meet the local need.

**The housing maximums (C) I am proposing a \$0 increase in the housing maximums.** The city of Lewiston's current housing maximums were adopted by the council in October 2008 (based on the 2008 FMRs). These maximums are reflective of fair market rents in Lewiston and still allow us to negotiate with landlords. Additionally, the current rental maximums are within the overall maximums and that allows us to determine eligibility on a non-emergency basis for the majority of our cases. This results in an efficient, equitably and fiscally responsible operation.

**The utility (D) and heating fuel maximums (E) have not changed and as a result there is a \$0 increase.** The utility maximums are based on the number of persons in the household. The heating fuel maximums are based on gallons per month, allowing for increased usage during the colder months. The law allows us to assist residents above the utility and fuel maximums in emergency situations.

**The personal care and household supplies and the supplement for households with children under five (F) have not changed and as a result there is a \$0 increase.**

Each year, DHHS requires verification that the municipality has adopted the maximums.

Encs.

*City Hall • 27 Pine Street • Lewiston, Maine • 04240 • Voice Tel. 207-513-3130 • Fax 207-784-2959  
• TTY/TDD 207 784-5999 • Email: [scharron@ci.lewiston.me.us](mailto:scharron@ci.lewiston.me.us)*

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# MAINE MUNICIPAL ASSOCIATION

Legal Services  
60 Community Drive  
Augusta, Maine 04330-9486  
(207) 623-8428  
Fax (207) 623-1287

WILLIAM W. LIVENGOOD  
REBECCA WARREN SEEL  
RICHARD P. FLEWELLING  
MICHAEL L. STULTZ  
SUSANNE F. PILGRIM  
AMANDA A. MEADER

JOSEPH J. WATHEN  
(1957-1997)

To: Municipal Officials/Welfare Directors/General Assistance Administrators

From: Amanda A. Meader, Staff Attorney

Re: 2011-2012 General Assistance Ordinance Appendices A, B and C

Date: September 26, 2011

Enclosed please find the following items:

- MMA's new (October 1, 2011–October 1, 2012) “**General Assistance Ordinance Appendices**” (A, B and C).
- “**GA Maximums Summary Sheet**” which consolidates GA maximums into one document. Municipalities do have to insert individual locality maximums from Appendix A and C in the summary sheet where indicated in order to complete the information. The “summary” does not have to be adopted, as it is not an Appendix but a tool for municipal officials administering GA.
- “**GA maximums adoption form**” which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS in the self-addressed envelope provided with this packet (*see “Filing of GA Ordinance and/or Appendices” below for further information*).

## Appendices A, B & C

The enclosed Appendices A, B and C have been revised for your municipality’s General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices dated October 1, 2010–October 1, 2011. Even if you have already adopted MMA’s model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices A-C yearly**. The various maximum levels of General Assistance set forth in Appendices A-C are established as a matter of state law based on certain federal values that are made effective on the first day of October each year.

## Appendix A

Appendix A is a listing of the overall maximum levels of assistance pertaining to all municipalities in Maine. These new overall maximum levels of assistance have been calculated on the basis of the 2011-2012 HUD Fair Market Rent (FMR) values that will become effective on October 1, 2011. These maximum levels of assistance are established by Maine General Assistance law (22 MRSA (4305(3-B))) and **cannot** be altered by action of the municipal officers.

Because HUD may have reorganized certain localities, municipalities should first check to see in which locality they have been placed.

The following abbreviations may assist in your review of the maximums:

### Abbreviations:

Department of Housing and Urban Development (HUD)

Fair Market Rent (FMR)

HUD Metro FMR (HMFA)

Metropolitan Statistical Area (MSA)

## Appendix B

Appendix B is a listing of the maximum levels of assistance for food. These maximum levels are the same as the USDA 2011-2012 Thrifty Food Plan, which are presumed to be reasonable by regulation of the Department of Health and Human Services (DHHS). If the municipal officers wish to amend these maximum levels of food assistance, a local survey must be developed and provided to DHHS to justify the proposed alterations.

## Appendix C

Appendix C is a listing of the maximum levels of assistance for housing (both heated and unheated). These maximum levels were developed by MMA using 2011-2012 HUD Fair Market Rent values that include utility costs. Because the FMR numbers include utility and heating costs, the applicable average utility and heating allowances, as developed by the Maine State Housing Authority (MSHA), are subtracted from the FMR to obtain a pure “housing” cost.

**What should your municipality do if the housing maximums contained in this packet are unreasonably low (or high) given the rental rates in your area?** The preferred option is to conduct a local rental survey. Municipalities exploring this option should contact DHHS for guidance on conducting such a survey.

Another option is to forego adopting housing maximums (the law does not actually require housing maximums—the other two maximums, i.e., Appendix A and B, are required). If you are a municipality that has to perform “emergency analysis” each and every time an applicant requests housing assistance and you are not planning to perform a market survey (although you probably should), then perhaps working without housing maximums is an option.

Emergency analysis should be an exception, not the rule. If it has become the rule in your municipality, then the adoption of artificially low housing maximums is of no service to you (or your clients) and you might be better off with no housing maximums. Municipalities choosing to forego housing maximums must still adhere to the overall maximum and work an applicant’s

budget accordingly. Such municipalities might choose to utilize the actual FMR provided by the federal government as a guide.

### **The Adoption Process**

The **municipal officers (i.e., selectpersons/council)** adopt the local **General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices ***after notice and hearing***. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

### **Filing of GA Ordinance and/or Appendices**

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. (*For a copy of the GA model ordinance, please call MMA's Publication Department, or visit our web site [www.memun.org](http://www.memun.org)*). In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS has made it easier by enclosing a self-addressed envelope for your use. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

Finally, all general assistance forms and notices that the municipality intends to use must also be submitted to DHHS. If it is your intention to use MMA forms, and you have not already done so, simply state that intention to the Department when you submit your ordinance for DHHS filing. Remember, if you intend to use locally developed forms or notices, those forms should be submitted with your adopted ordinance. DHHS's GA Unit address is:

The Department of Health and Human Services  
General Assistance Unit  
#11 State House Station (Whitten Road)  
Augusta, Maine 04333

By way of a reminder, municipalities that have not already seen or used MMA's "interactive" GA forms on MMA's web site are strongly encouraged to visit our site. GA forms (including MMA's model GA ordinance) and other materials are all available online at [www.memun.org](http://www.memun.org).

## GA Overall Maximums

### Metropolitan Areas

#### Persons in Household

COUNTY	1	2	3	4	5*
<b>Bangor HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	611	712	909	1155	1304
<b>Penobscot County HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	623	625	751	939	1151
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	523	655	800	1013	1122
<b>Portland HMFA:</b> Cape Elizabeth, Casco, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	812	964	1249	1573	1686
<b>York/Kittery/S.Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	1013	1020	1222	1781	1940
<b>Cumberland County HMFA:</b> Baldwin, Bridgton, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	674	794	1024	1223	1567
Brunswick	676	808	1043	1322	1585

**Appendix A**  
Effective: 10/01/11-10/01/12

COUNTY	1	2	3	4	5*
<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	803	804	965	1217	1671
<b>York County HMFA:</b> Acton, Alfred, Arundel, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Shapleigh, Waterboro, Wells Biddeford, Saco, Sanford	734	764	970	1161	1268
	742	827	1042	1322	1563

\*Note: Add \$75 for each additional person.

**Non-Metropolitan Areas**

**Persons in Household**

COUNTY	1	2	3	4	5*
<b>Aroostook County</b>	475	586	701	915	1013
<b>Franklin County</b>	589	635	773	924	1199
<b>Hancock County</b>	643	742	913	1215	1250
<b>Kennebec County</b>	510	611	760	1037	1107
<b>Knox County</b>	582	770	879	1190	1373
<b>Lincoln County</b>	703	756	912	1101	1242
<b>Oxford County</b>	491	653	753	1002	1256
<b>Piscataquis County</b>	611	697	861	1093	1170
<b>Somerset County</b>	489	608	702	1016	1078
<b>Waldo County</b>	686	735	887	1088	1157
<b>Washington County</b>	589	636	759	940	1025

\* Please Note: Add \$75 for each additional person.

## Appendix B

Effective: 10/01/11 to 09/30/12

# Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. Through October 1, 2012, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	46.51	200
2	85.35	367
3	122.33	526
4	155.35	668
5	184.42	793
6	221.40	952
7	244.65	1,052
8	279.53	1,202

**Note: For each additional person add \$150 per month.**

## GA Housing Maximums (Heated & Unheated Rents)

**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (*See Instruction Memo for further guidance.*)

### Non-Metropolitan FMR Areas

<u>Aroostook County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	66	285	84	362	
1	80	343	103	445	
2	90	385	122	526	
3	120	517	161	693	
4	120	517	173	745	
<b>Franklin County</b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	95	408	108	465	
1	97	418	115	493	
2	114	491	139	596	
3	134	578	165	708	
4	172	741	216	930	
<b>Hancock County</b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	105	451	119	512	
1	117	503	135	582	
2	130	557	155	668	
3	191	820	223	959	
4	191	820	223	959	
<b>Kennebec County</b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	79	339	92	394	
1	93	399	110	471	
2	113	484	136	584	
3	159	685	189	811	
4	159	685	197	848	

## Appendix C

Effective: 10/01/11-10/01/12

### Non-Metropolitan FMR Areas

<u>Knox County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	94	405	107	460	
1	126	541	143	614	
2	137	590	161	691	
3	191	821	220	948	
4	209	899	252	1083	
<b>Lincoln County</b>					
<u>Lincoln County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	119	513	132	568	
1	123	528	140	601	
2	144	619	167	720	
3	172	741	202	868	
4	172	741	202	869	
<b>Oxford County</b>					
<u>Oxford County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	75	321	88	378	
1	101	434	118	509	
2	110	472	134	577	
3	151	648	181	778	
4	184	792	227	978	
<b>Piscataquis County</b>					
<u>Piscataquis County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	96	413	111	479	
1	103	441	125	539	
2	123	527	154	663	
3	157	675	196	844	
4	157	675	205	881	
<b>Somerset County</b>					
<u>Somerset County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	74	319	87	376	
1	91	393	109	468	
2	103	443	127	548	
3	154	661	184	791	
4	154	661	191	821	

**Non-Metropolitan FMR Areas**

<b><u>Waldo County</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	116	497	128	552	
1	119	510	136	583	
2	139	597	162	698	
3	170	729	199	856	
4	170	729	207	892	

<b><u>Washington County</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	93	402	108	463	
1	95	410	113	488	
2	108	465	134	575	
3	134	575	166	713	
4	134	575	176	756	

**Metropolitan FMR Areas**

<b><u>Bangor HMFA</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	96	413	111	476	
1	106	455	127	548	
2	132	569	162	698	
3	170	730	207	891	
4	176	756	230	988	

<b><u>Penobscot County HMFA</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	99	424	114	491	
1	99	424	114	491	
2	100	429	131	565	
3	125	538	164	707	
4	145	622	201	865	

<b><u>Lewiston/Auburn MSA</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	83	357	96	412	
1	103	445	120	518	
2	123	528	146	629	
3	157	673	186	800	
4	160	687	203	871	

## Appendix C

Effective: 10/01/11-10/01/12

### Metropolitan FMR Areas

<u>Portland HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	142	611	154	666	
1	166	715	183	788	
2	214	922	238	1023	
3	271	1165	300	1292	
4	274	1180	318	1367	
<b>York/Kittery/S. Berwick HMFA</b>					
<u>York/Kittery/S. Berwick HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	170	729	182	784	
1	170	729	182	784	
2	191	823	215	924	
3	289	1241	318	1368	
4	300	1289	343	1473	
<b>Cumberland County HMFA</b>					
<u>Cumberland County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	111	479	124	534	
1	131	563	148	636	
2	167	720	191	821	
3	198	850	227	977	
4	250	1073	293	1260	
<b>Sagadahoc County HMFA</b>					
<u>Sagadahoc County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	140	603	153	658	
1	140	603	153	658	
2	155	667	179	768	
3	186	798	215	925	
4	271	1167	314	1351	
<b>York County HMFA</b>					
<u>York County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	126	541	139	596	
1	126	541	141	608	
2	156	672	180	773	
3	185	795	214	922	
4	188	807	231	992	

## UTILITIES (Appendix D)

### ELECTRIC

**NOTE:** For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households *Without Electric Hot Water*:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.20	\$82.50
5	\$21.00	\$90.00
6	\$22.70	\$97.50

**NOTE:** For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households *With Electrically Heated Hot Water*:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$16.30	\$70.00
2	\$18.60	\$80.00
3	\$21.00	\$90.00
4	\$23.30	\$100.00
5	\$25.60	\$110.00
6	\$27.90	\$120.00

**NOTE:** For each additional person add \$10.00 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

## HEATING FUEL (Appendix E)

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

*FOR MUNICIPAL USE ONLY*

**NOTE:** When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

**PERSONAL CARE & HOUSEHOLD SUPPLIES**  
**(Appendix F)**

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

*FOR MUNICIPAL USE ONLY*

**LEWISTON CITY COUNCIL  
MEETING OF OCTOBER 18, 2011**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 7**

**SUBJECT:**

Order Authorizing the City Administrator to continue the City Policy to Not Invest in New Water Main Extensions.

**INFORMATION:**

During the October 18 City Council meeting, the Council will be discussing the Water and Sewer Business Office Terms and Conditions. As part of this issue, the Council will need to vote on separate Orders pertaining to choosing not to invest in new water main extensions, new service lines and associated appurtenances for new connections. These votes need to occur to satisfy new Maine Public Utilities Commission Rules that take effect January 1, 2012.

The background material for this agenda item is also applicable to agenda items 8 - 11.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to continue the City Policy to not invest in New Water Main Extensions.



# City of Lewiston Maine

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October 18, 2011

**ORDER,** Authorizing the City Administrator to Continue the City Policy to Not Invest in New Water Main Extensions.

Whereas, the City first choose not to invest in new water main extensions on July 12, 1988; and

Whereas, the City vote not to invest in new water main extensions requires a developer or new customer to pay for 100% of the new water main extension and to not burden existing customers with the costs of the main extension; and

Whereas, the City has been following the established policy not to invest in new water main extensions since 1988; and

Whereas, the City must clarify its vote and policy before updating the Terms and Conditions of the Water and Sewer business practices; and

Whereas, the City is choosing to continue the current policy by choosing not to invest in new water main extensions;

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

The City Administrator is authorized to update the City Policy, choosing not to invest in new water main extensions.



## Department of Public Works

David A. Jones, P.E.  
Director



TO: Ed Barrett, City Administrator

FR: Kevin Gagne, P.E., Deputy Director

DT: October 12, 2011

RE: City Council Action to Not Invest In Water Main Extensions, New Service Lines, and Associated Appurtenances and Update of Water & Sewer Terms and Conditions

During the City Council meeting on October 18, 2011, we will be discussing the Water and Sewer Business Office Terms and Conditions. As part of this discussion, the City Council will need to vote on City policies stating that the City chooses not to invest in water main extensions, new service lines, and associated appurtenances for new connections. This needs to be done at this time to satisfy new Maine Public Utilities Commission (MPUC) Rules, Chapter 660, taking effect on January 1, 2012.

The PUC adopted the Chapter 660 Rule on September 30, 2010. Since adoption, City staff, along with other water utilities in the State, have been reviewing existing policies and recommending changes to bring their respective utilities into compliance. Per the new rule, a utility must submit revised Terms and Conditions that correct any conflict with the provisions of the PUC rule before January 1, 2012. Lewiston City staff has worked with Sandra Bolotsky of Maine Rural Water to review our Water & Sewer Division Terms and Conditions. Ms. Bolotsky is an expert in the industry and helps many of the utilities in the State with their normal terms and conditions updates but has been especially busy during this latest MPUC rule change.

One area of Lewiston Water & Sewer terms and conditions that needs specific clarification is the City policy of not investing in water main extensions, not investing in new service lines, and not investing in associated appurtenances for new connections. On July 12, 1988, the Council passed by a vote of 6-0 (with 6 of the 7 Councilors present) that "the City of Lewiston Water Division discontinue investment in main extension effective September 1, 1988."

Since 1988, staff has followed policy by requiring that any new water main extensions, new water service lines, and all associated appurtenances for the new connections be paid for by the new customer or developer. By requiring the new customer or developer to pay 100% of the cost of the new mains, service lines or water meters, etc., the existing customers or rate payers are not subsidizing those costs and rates are kept low and equitable.

However, in reviewing our policies in light of the new PUC Rules, the current policy needs clarification and the City Council needs to take a specific vote on the individual items they choose not to invest in. The vote 'not to invest' also needs to be done before a vote regarding any revisions to the Terms and Conditions to clarify the City policy.

Based on Staff review and the work done by our consultant, Ms. Bolotsky, I recommend that the City Council take 5 separate votes in the following order:

1. Not to invest in water main extensions
2. Not to invest in new service lines
3. Not to invest in associated appurtenances for new connections
4. To continue to require a 100% deposit in advance for new services, extensions, or associated appurtenances
5. To accept the revised Water and Sewer Terms and Conditions

The Water & Sewer Terms and Conditions have been revised to reflect the actual costs that are incurred by the City when performing services to the customer. Ms. Bolotsky and staff reviewed our current fees and applied the new MPUC rules to develop the new Terms and Conditions fees.

The impact to customers is limited to those existing customers requesting additional services related to maintenance and neglect and to new customers. The majority of the customers of the Lewiston Water Division may not be affected by the new Terms and Conditions Rates. Based on almost 9,300 metered water customers in the City and approximately \$3.5 million in revenues, the new Terms and Conditions will increase fees by approximately \$3,000 (see attached fee summary).

I have attached the Orders for the Council to approve authorizing you to update the policies and to bring the City policies into compliance with MPUC rules (see attached).

C: David Jones, Director

**Lewiston Water & Sewer**

**Service Fees Charged to Customers**

<b>Description of Service Provided</b>	<b>Charge Per Item Current</b>	<b>Charge Per Item After 1/1/12</b>	<b>Occurrences per year</b>	<b>Revenue Generated Current</b>	<b>Revenue Generated After 1/1/12</b>
Charge for Return Check	\$ 5.00	\$ 5.00	35	\$ 175.00	\$ 175.00
Collection Trip Fee	\$ 10.00	\$ 30.00	8	\$ 80.00	\$ 240.00
Establishment of Service-During Business Hours	\$ 25.00	\$ 47.00	61	\$ 1,525.00	\$ 2,867.00
Establishment of Service-Outside Business Hours	\$ 60.00	\$ 115.00	0	\$ -	\$ -
Restoration of Service-During Business Hours	\$ 25.00	\$ 47.00	75	\$ 1,875.00	\$ 3,525.00
Restoration of Service-Outside Business Hours	\$ 60.00	\$ 115.00	8	\$ 480.00	\$ 920.00
Collection Fee/Multi-unit Disconnect	\$ 200.00	\$ 105.00	26	\$ 5,200.00	\$ 2,730.00
Snow or Ice Removal-During Business Hours	\$ -	\$ 47.00	4	\$ -	\$ 188.00
Removal of obstacles after hours		\$ 115.00	2	\$ -	\$ 230.00
Investigate Unauthorized Use of Water-per visit		\$ 47.00	3	\$ -	\$ 141.00
Investigation after hours		\$ 100.00	0	\$ -	\$ -
Meter Pit Inspection		\$ 47.00	1	\$ -	\$ 47.00
Labor Chg-replace/Repair Meter due to neglect	\$ 150.00	\$ 197.00	4	\$ 600.00	\$ 788.00
Repair/replace meter after hours	\$ 150.00	\$ 265.00	4	\$ 600.00	\$ 1,060.00
Meter Testing	\$ 52.00	\$ 72.00	0	\$ -	\$ -
New Service Line Inspections of Contracted work	\$ -	\$ 47.00	0	\$ -	\$ -
Main Extension Inspections of Contracted Work		\$ 47.00	1	\$ -	\$ 47.00
<b>Total Annual Revenue</b>				<b>\$ 10,535.00</b>	<b>\$ 12,958.00</b>

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 18, 2011

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 8**

**SUBJECT:**

Order Authorizing the City Administrator to continue the City Policy to Not Invest in New Service Lines.

**INFORMATION:**

Please see the background material for agenda item number 7 which pertains to this agenda item as well.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to continue the City Policy to not invest in New Service Lines.



# City of Lewiston Maine

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October 18, 2011

**ORDER,** Authorizing the City Administrator to continue the City Policy to Not Invest in New Service Lines.

Whereas, the City is choosing not to invest in new service lines; and

Whereas, the City first chose not to invest in new water main extensions on July 12, 1988; and

Whereas, the City vote not to invest in new service lines requires a developer or new customer to pay for 100% of the new service line and to not burden existing customers with the costs of the service line; and

Whereas, "new service lines" includes but is not limited to the service tap, fittings, pipe, insulation, pavement, or any labor, parts, or materials needed to install the new service line; and

Whereas, the City has been following the established policy not to invest in new service lines since 1988; and

Whereas, the City must clarify its vote and policy before updating the Terms and Conditions of the Water and Sewer business practices; and

Whereas, the City is choosing to continue the current policy by choosing not to invest in new service lines;

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

The City Administrator is authorized to update the City Policy, choosing not to invest in new service lines.

**LEWISTON CITY COUNCIL**  
**MEETING OF OCTOBER 18, 2011**

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 9**

**SUBJECT:**

Order Authorizing the City Administrator to continue the City Policy to Not Invest in Associated Appurtenances for New Services.

**INFORMATION:**

Please see the background material for agenda item number 7 which pertains to this agenda item as well.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*ERB/Kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to continue the City Policy to not invest in associated appurtenances for new services.



# City of Lewiston Maine

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October 18, 2011

**ORDER,** Authorizing the City Administrator to Continue the City Policy to Not Invest in Associated Appurtenances for New Services.

Whereas, the City first chose not to invest in new water main extensions on July 12, 1988; and

Whereas, the City has been following the established policy not to invest in new water main extensions nor to invest in associated appurtenances for new services since 1988; and

Whereas, "associated appurtenances" for new services includes, but is not limited to, the water meter, fittings, pipe, backflow preventer, etc.; and

Whereas, the City vote not to invest in associated appurtenances for new services requires a developer or new customer to pay for 100% of the new service and all appurtenances and will result in not burdening existing customers with the costs of private benefit; and

Whereas, the City must clarify its vote and policy before updating the Terms and Conditions of the Water and Sewer business practices; and

Whereas, the City is choosing to continue the current policy by choosing not to invest in appurtenances for new service connections;

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

The City Administrator is authorized to update the City Policy, choosing not to invest in appurtenances for new service connections.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 18, 2011

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 10**

**SUBJECT:**

Order Authorizing the City Administrator to continue the City Policy to Require 100% Deposit and Payment of Materials and Labor for any New Service Connection Work or Main Extensions or Associated Appurtenances.

**INFORMATION:**

Please see the background material for agenda item number 7 which pertains to this agenda item as well.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to continue the City Policy to Require 100% Deposit and Payment of Materials and Labor for any New Service Connection Work or Main Extensions or Associated Appurtenances.



# City of Lewiston Maine

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October 18, 2011

**ORDER,** Authorizing the City Administrator to Continue the City Policy to Require 100% Deposit and Payment of Materials and Labor for any New Service Connection Work or Main Extensions or Associated Appurtenances.

Whereas, the City first choose not to invest in new water main extensions on July 12, 1988; and

Whereas, the City vote to not invest in new water main extensions, service lines, or associated appurtenances also requires a developer or new customer to pay for 100% of the new water main extension, new service line, and associated appurtenance in order not to burden existing customers with the costs of the main extension; and

Whereas, the City has been following the established policy requiring the estimated work for main extension, new service, or other appurtenance be paid in full prior to ordering materials or conducting any associated work by the City; and

Whereas, the City, after completing the work (main extension, new service or other appurtenance), will either refund or charge the balance of the actual cost versus the deposit paid to the customer; and

Whereas, "new service lines" includes but is not limited to the service tap, fittings, pipe, insulation, pavement, or any labor, parts, or materials needed to install the new service line; and

Whereas, "associated appurtenances" for new services includes but is not limited to the water meter, fittings, pipe, backflow preventer, etc.; and

Whereas, the City must clarify its vote and policy before updating the Terms and Conditions of the Water and Sewer business practices; and

Whereas, the City is choosing to continue the current policy by requiring a 100% deposit be paid by the customer for the estimated work before any materials are ordered or work is performed;

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

The City Administrator is authorized to update the City Policy by requiring that a 100% deposit be paid by the customer for the estimated work for main extensions, new service lines, or associated appurtenances before any materials are ordered or work is performed.

# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 18, 2011

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 11**

**SUBJECT:**

Order Authorizing the City Administrator to Implement Updated Water and Sewer Terms and Conditions.

**INFORMATION:**

Please see the background material for agenda item number 7 which pertains to this agenda item as well. This agenda item is for the adoption of the Water and Sewer Business Office Terms and Conditions. The adoption of the Terms and Conditions needs final approval by the Maine PUC before they become effective and the City will implement them as soon after January 1, 2012 as feasible.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to implement updated Water and Sewer Terms and Conditions.



# City of Lewiston Maine

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October 18, 2011

**ORDER,** Authorizing the City Administrator to Implement Updated Water and Sewer Terms and Conditions.

Whereas, the City is seeking to update its business office terms and conditions to come into compliance with Maine Public Utilities (PUC) chapter 660 rules; and

Whereas, the adoption of the new Terms and Conditions needs approval by the Maine PUC before they come into effect; and

Whereas, the City is seeking to implement the new Terms and Conditions as soon after January 1, 2012 as feasible;

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

The attached updated Water and Sewer Terms and Conditions are hereby adopted and the City Administrator is authorized to take the necessary steps to implement them.

**TERMS AND CONDITIONS**

**City of Lewiston Water Division**

**Page 1  
First Revision**

The following Terms and Conditions made by the City of Lewiston Water Division and filed with the Maine Public Utilities Commission constitutes a contract between the Customer and the Utility. The Customer agrees to adhere to these Terms and Conditions and to take water only for purposes stated in the application and at the established rates.

**DEFINITIONS**

The word "Commission" refers to the Maine Public Utilities Commission.

The word "Utility" refers to the City of Lewiston Water Division.

The word "Customer" means any person, firm, corporation or governmental division who has applied for and is granted service or who is responsible for payment of the service.

The word "Main" means a water pipe, owned, operated and maintained by the Utility, which is used to transmit or distribute water but is not a water Service Line.

The term "Service Line" means the pipe running from the Main to the premises of the Customer.

**1. UTILITY SERVICE AREA.** The Utility is permitted by 1873 Private & Special Laws, Chapter 386 approved February 27, 1873; and 1899 Private & Special Laws, Chapter 153 approved March 15, 1899 to provide water from various sources to the City of Lewiston and its inhabitants.

**2. APPLICATION FOR SERVICE.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, the owner or the owner's agent, or the occupant of the establishment to be served may apply for service on forms provided by the Utility. If seasonal rental property, only the property owner may be an applicant for service. Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in Title 35-A MRSA §706(2), Chapter 660, Sec. 10(I)(2) of the Commission's Rules and Regulations, and under Section 12 below. If a new service connection or other work on the establishment is required, the owner must authorize the Utility to enter the premises to do the necessary work.

**3. SEASONAL CUSTOMER.** A seasonal Customer regularly takes service for only a portion of the year from either a summer or year-round main. A seasonal Customer will be subject to the rules and charges of metered rates in effect.

**4. BILLING PROCEDURES.** Minimum meter charges and water used in excess of the minimum for all metered service shall be billed quarterly in arrears at the end of the billing quarter. The Utility reserves the right to render bills monthly if it so desires.

Public and private fire protection charges will be billed on a quarterly basis at the end of the quarter.

**PROPOSED EFFECTIVE:** 1/1/2012

**EFFECTIVE:** \_\_\_\_\_

\_\_\_\_\_  
David A. Jones, P. E.  
Director, Department of Public Works

**DOCKET NUMBER:** \_\_\_\_\_

**TERMS AND CONDITIONS**

**4. BILLING PROCEDURES (continued).** Bills may be paid by any Utility-approved payment method, including but not limited to by mail or in person, and must be received at the offices of the Utility or at any designated collection station. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of its payment nor for the consequences of non-payment.

**5. CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 870 of the Commission’s Rules and Regulations. The Utility may demand a deposit from a Customer as permitted by Chapter 660. Pursuant to Chapter 870, the interest rate on Customer deposits shall be the rate set from time to time by the Commission.

**6. TERMS OF PAYMENT.** Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of payment for services received nor for the consequences of non-payment. The due date for payment, in order to avoid the incurrence of late fees or the initiation of collection action, will be 30 days after the bill is mailed or hand delivered. A late payment charge will be made on any unpaid balance outstanding after 45 days. The late payment charge will be no more than the maximum amount allowed under Chapter 870 of the Commission’s Rules and Regulations, to be determined annually.

**7. ELECTRONIC PAYMENTS.** The Utility accepts credit card payments through a third party vendor as an optional payment choice for its Customers. Information is available on the City of Lewiston website or at the Utility office. The vendor applies a 2.5% surcharge for this service, with a minimum of \$1.00, which is directly assessed to the Customer during the payment.

**8. CHARGE FOR RETURNED CHECKS.** As provided in Chapter 870 of the Commission’s Rules and Regulations, the Utility may charge the greater of \$5.00 per account to which the check is applied or the amount the bank charges the Utility, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the Utility charges more than \$5.00, the Utility shall furnish the customer with proof of the bank charge.

**9. COLLECTION TRIP FEE.** If Utility personnel visit the Customer’s premises to disconnect service for non-payment and in lieu of actual disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge a collection fee of \$30.00, as permitted in Chapter 660 of the Commission’s Rules and Regulations.

**10. CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility may charge \$13.00 to establish water service if it is not necessary for the Utility to visit the premises to connect the service. If it is necessary for the Utility to visit the premises to connect the service, the Utility will charge \$47.00 during the normal business hours of 7:00 a.m. to 3:00 p.m., Monday through Friday. During holidays and other than normal business hours, the charge will be \$115.00.

**PROPOSED EFFECTIVE:** 1/1/2012

**EFFECTIVE:** \_\_\_\_\_

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David A. Jones, P. E.  
Director, Department of Public Works

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**TERMS AND CONDITIONS**

**11. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge a Customer a reconnection fee for restoration of service at the Customer’s premises, if service was disconnected for any reason allowable under Chapter 660 of the Commission’s Rules and Regulations and/or under these Terms and Conditions, including but not limited to at the Customer’s request. The charge will be **\$47.00** during the normal business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and other than normal business hours, the charge will be **\$115.00**.

**12. DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the Utility shall comply with the notice requirements contained in Chapter 660 of the Commission’s Rules and Regulations, and must offer the tenant the right to take responsibility for future payments.

**Leased or Rented Single-meter, Multi-unit Residential Property:** Pursuant to Chapter 660, in addition to the above, before disconnecting a leased or rented single-meter, multi-unit residential property, the Utility shall:

- a. Apply any existing deposit to the current account balance, and
- b. Assess, against the landlord, a collection fee of **\$105.00** in addition to any applicable reconnection fee set forth in Section 11 of these Terms and Conditions.

In addition, at its discretion, the Utility may separately meter or cause to be separately metered, at the landlord’s expense, each dwelling unit within the property.

**13. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTIONS REQUESTED BY THE CUSTOMER.** The Customer will be responsible for clearing snow, ice, or any obstacles to the shut-off valve and/or meter when requesting a disconnection. If the Customer does not fulfill this responsibility and the Utility must clear the area to perform the requested disconnection, the Utility reserves the right to charge the Customer at the following labor rates: **\$47.00** per man-hour during the normal business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and outside normal business hours, there will be a two hour minimum, charged at **\$115.00** per man, with each additional hour to be billed at the rate of **\$58.00** per man. In all cases, the Customer will be charged for the cost of equipment rental, as necessary. If the disconnection request relates to a trip for the repair or replacement of a damaged meter, the equipment fees and total labor hours from this section will be combined with the totals in Section 28F and calculated together.

**14. ABATEMENT POLICY.** Customer metered water used for Utility purposes will be abated at 100% of the difference between the abated bill and the Customer’s average water bill for the twelve months prior to the current billing period.

**PROPOSED EFFECTIVE:**           1/1/2012          

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**TERMS AND CONDITIONS**

**15. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES.** Pursuant to Title 35-A MRSA §6111-C and Chapter 660 of the Commission’s Rules and Regulations (Chapter 660), the Utility may disconnect water service to Customers receiving sewer service for non-payment of an undisputed balance, if the Total Amount Overdue is more than \$100.00 or over ninety days old, or if the Utility bills 4 times a year or less, unless the limitation in Section 15.5 is applicable.

**15.1 Definitions.**

**Total Account Balance** means the total water and sewer amount owed by a Customer who has been properly billed.

**Total Amount Overdue** means the total water and sewer amount billed to a Customer that has not been paid by the due date of the bill or by a date otherwise agreed upon by the Utility and the Customer. Disputed amounts and fees and charges for estimated sewer service usage will not be included in the Total Amount Overdue.

**15.2 Billing.** Bills for the Utility shall be issued in accordance with Chapter 660 and with Section 4 of these Terms and Conditions.

**15.3 Disconnection and Reconnection.** A 14 day disconnection notice shall be issued when a Customer does not pay or make a payment arrangement on an undisputed balance, and the Total Amount Overdue is consistent with the requirement in Chapter 660.

**15.4 Collection Action.** Subsequent collection actions, including disconnection and reconnection, shall be in accordance with Chapter 660 and with these Terms and Conditions.

**15.5 Limitation for Multiunit Rental Facilities of Greater than Two Units.** Pursuant to 35-A MRSA §6111-C, the Utility may not disconnect water service for non-payment of sewer service to a multiunit rental facility greater than two units, unless the owner of the facility occupies a unit that would be subject to the disconnection, or unless the Utility has a Charter provision enacted prior to August 1, 2010, establishing the authority for such disconnection.

**15.6 Payment Allocation.** Pursuant to Chapter 660, in the event that a payment is received by the Utility that does not clearly indicate if the payment is for water or sewer, the Utility shall attempt to ascertain the intentions of the Customer. When such intentions cannot be determined, money received shall be applied first to outstanding water bills, and then to outstanding sewer bills.

**15.7 Payment Arrangement.** The Utility shall continue to serve a Customer who cannot pay the Total Account Balance, provided satisfactory payment arrangements are made in accordance with Chapter 660 and with these Terms and Conditions.

**15.8 Dispute Resolution.** The Utility shall resolve disputes, if applicable, in accordance with Chapter 660.

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**TERMS AND CONDITIONS**

**15. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES (continued).**

**15.9 Annual Filings.** The Utility shall annually file a disconnection report with the Commission as specified in Title 35-A MRSA §6111-C and in Chapter 660.

**15.10 Assistance Programs.** Pursuant to Title 35-A MRSA §6111-C and to Chapter 660, the Utility shall provide information regarding financial assistance to Customers who receive disconnection notices.

**16. UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another nor use it for any purposes not mentioned in his/her application without Utility approval. No Customer or his agent shall obtain water from any hydrant or other fixture of the Utility without the previous consent of the Utility. No Customer or his agent shall bypass any meter, nor restore service without Utility authorization, nor unreasonably interfere with Utility service nor otherwise take action to prevent the proper metering of water consumed by the Customer. In the event of the discovery of such unauthorized use of water, the Customer shall be immediately disconnected, pursuant to Chapter 660. In addition, the Utility shall be entitled to bill and recover from the Customer or responsible person the cost of the estimated amount of water consumed, based on the Utility's approved rates, plus interest at an annual rate of 5%. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee of **\$47.00 per hour**, with a minimum of one hour, for each service visit to the Customer's premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. For service visits that occur during other than normal business hours, there will be a two hour minimum, charged at **\$100.00**. In no case shall the total of such hourly fees exceed **\$100.00**. In addition, pursuant to Title 35-A MRSA §2706 as amended or replaced, the Customer or person responsible for the unauthorized use may be liable in a civil action to the Utility for all other reasonable costs to the Utility, including attorney's fees, costs of undertaking and completing the investigation resulting in the determination of liability, and for a civil penalty not to exceed twenty five hundred dollars (\$2,500.00), due and payable to the Utility for each violation.

**17. NO TAMPERING WITH UTILITY PROPERTY.** No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shutoff, hydrant or standpipe that is the property of the Utility shall be opened or closed or otherwise operated, modified, or removed by other than persons authorized by the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in Section 16, entitled *Unauthorized Use of Water*. In addition, in the event of such tampering, the responsible party may be subject to a civil action, pursuant to Title 35-A MRSA §2707, as amended or replaced.

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**TERMS AND CONDITIONS**

**18. ACCESS TO PREMISES.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, employees of the Utility having proper identification shall have free access to all premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures, to set, remove or read meters, to ascertain the amount of water used and manner of use, and to enforce these Terms and Conditions.

**19. MAINTENANCE OF PLUMBING.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, a Customer must maintain the plumbing and fixtures within his/her own premises in good repair and protect them from freezing or from heat damage. If damage does occur, the Customer is liable for any expenses incurred. If the Utility is requested by a Customer to thaw a frozen service and it cannot be determined whether it was frozen on the Utility’s portion of the Service Pipe or on the Customer’s portion, one half of the cost of thawing the pipe shall be borne by the Utility.

**20. LIABILITY.** The Utility will only be liable for any damages arising from claims to the extent liability is expressly provided in the Maine Tort Claims Act, as set forth in Title 14 MRSA, Chapter 741. The Utility will not be responsible for damages caused by discolored water, and makes no representations or warranties, expressed or implied, about the suitability of any water provided by the Utility for any particular purpose.

**21. CROSS CONNECTIONS.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, no cross connection between the public water supply system and any other supply will be allowed unless properly protected, based upon the Maine Cross Connection Control Rules and the Maine Internal Plumbing Code. No new cross connection may be installed without the express, written approval of the Utility. In addition, no connection will be permitted capable of causing back flow, including back siphonage or back pressure, between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet or pipe having direct connection to waste drains. If the owner of such a connection fails or refuses to break or properly protect the connection within a time limit specified by the Utility, the Utility may disconnect the service according to Chapter 660 of the Commission’s Rules and Regulations. The Utility’s Cross Connection Control Program is on file at the Utility office.

**22. BACKFLOW PREVENTION DEVICE TESTING.** The Utility will test backflow prevention devices for the City of Lewiston owned buildings at no charge to the City. Other Customers with testable backflow devices will be responsible for completing backflow prevention device testing at their own expense according to the Utility provided schedule. The Customer must select a certified professional to comply with this requirement, and will pay the charges for the testing and for any necessary repairs directly to the contractor. Upon completion, the Customer must send the Utility a copy of each signed certified test by December 31<sup>st</sup> of each year. Customers who do not comply with testing requirements and/or do not make recommended repairs to their devices will be disconnected as a dangerous condition, pursuant to the Utility’s Cross Connection Control Program.

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**23. STOP VALVE.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, every service must be provided with a minimum of one operable stop valve located inside the building near the service entrance, easily accessible, and protected from freezing. All plumbing must be installed to comply with applicable plumbing codes, to prevent back-siphonage and to permit draining whenever necessary.

**24. FLUCTUATION OF PRESSURES BY CUSTOMER’S APPARATUS.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, Customers may not install or use any device that will affect the Utility’s pressure or water quality without prior Utility permission.

**25. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, Customers must install vacuum, temperature and pressure relief valves or cutouts to prevent damage to a direct pressure water device or secondary system supplied by an automatic feed valve.

**26. JOINT USE OF SERVICE PIPE TRENCH.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, normally, water Service Pipes will not be placed in the same trench with other Utility facilities. Where possible, a horizontal separation of ten feet will be provided. Where extenuating, unusual or special circumstances are encountered, a lesser separation of joint use of trench may be allowed if all parties agree, provided that the installation complies with all applicable laws, rules and regulations.

**27. UTILITY JOBBING.** A Customer must complete a written application before a Utility will provide unregulated Utility service. As permitted in Chapter 620 of the Commission’s Rules and Regulations, a Customer must pay a deposit equal to the Utility’s written estimate. Unless the work is done on a flat rate basis, the Utility will return any excess deposit upon completion. If the final cost exceeds the deposit, the Customer must pay the additional amount upon completion.

**28. METERING, NEW SERVICE PIPE, AND MAIN EXTENSION POLICIES.**

**A. Separate Metering of Buildings.** No Customer shall supply water to another, nor use it for purposes not mentioned in his/her application without prior written Utility approval. At its discretion, the Utility reserves the right to require separate piping and a separate meter and shut-off for each building or trailer as a condition of service.

**B. Metering of Multi-Unit Premises.** Except as provided in Chapter 660 of the Commission’s Rules and Regulations, where there is more than one occupant of a building supplied with water, the Utility may require the owner to arrange the plumbing to permit separate connections with shutoffs and meters in locations acceptable to the Utility for each place of business or abode. In the case of a condominium, each unit owner may be required to have a separate meter and shutoff in locations acceptable to the Utility.

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TERMS AND CONDITIONS

28. METERING (continued).

C. Submetering. Additional or auxiliary meters for showing subdivision of water use must be furnished, installed, read and maintained at the Customer’s own expense.

D. Meter Setting. All meters shall be set as close as possible to the point of entrance of the Service Pipe to the building, and must be provided a clean, warm, dry and accessible location. The cost of the meter and installation shall be borne by the Customer. The location of the meter once set, may be changed at the request of the Customer, but the change of the meter may be made only by an agent of the Utility. For new installations of meters one and one-half inches in diameter or larger in nominal size, the piping arrangement shall be in accordance with the requirements of the Utility.

E. Meter Pits. As permitted in Chapter 620 of the Commission’s Rules and Regulations, the Utility reserves the right to require a meter pit at the Customer’s expense under the following circumstances:

- The Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances; or
- The length of the service is over 200 feet; or
- The service location makes discovery of a leak unlikely; or
- The Customer’s portion of the Service Pipe has been constructed of materials that make it leaks or catastrophic failure likely; or
- The service passes over land belonging to another party. In this case, the Utility will require a deeded right of way.

As an alternative to a meter pit, the Utility may instead require a Customer to box in and insulate the meter in an appropriate area with an access door. Prior to installation, the design must be submitted to the Utility for approval. Written approval or rejection of the design shall be provided by the utility within ten business days. Should the Utility not meet this timeframe, the design shall be considered approved by default.

A Customer may select the contractor of its choice for the installation. If the Utility is selected, the work will be done as jobbing, as detailed in Section 27 of these Terms and Conditions. All work and materials must comply with the Utility’s approved standards and specifications, available in the Utility office. The Utility reserves the right to inspect all materials and work during normal business hours at a charge of \$47.00, and to require work to be redone if the standards and specifications are not met. If a follow-up inspection is required due to inadequate preparation by the Customer or the contractor or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s).

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**TERMS AND CONDITIONS**

**28. METERING (continued).**

**F. Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment.** As permitted by Chapter 620 of the Commission's Rules and Regulations, the charges to a Customer for the repair or replacement of meter(s) or other Utility equipment damaged due to improper care or negligence by the Customer are as follows: During the normal business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday, the labor charge will be **\$47.00** per hour with a minimum charge of one hour. During holidays and outside normal business hours, there will be a two hour minimum, charged at **\$115.00**, with each additional hour to be billed at the rate of **\$58.00**. In all cases, the Customer will be charged for the cost of the shop materials and necessary replacement parts, including the meter or meter plate. As specified in Section 12 of these Terms and Conditions, if obstacles must be removed from the area in order to complete the repair, the equipment rental fees and total labor hours from Section 12 will be added to the totals from this section and calculated together.

**G. Meter Testing.** The Utility will test its water meters according to the schedule and standards in Chapter 620 of the Commission's Rules and Regulations. Upon Customer request, the Utility will test the Customer's water meter at no charge in the presence of the Customer or representative, unless the Customer requests more than one test in an 18-month period. If the Customer requests a test more frequently, the Utility may require the Customer to pay a deposit to cover the cost of the test, as follows: **\$72.00** per hour for labor, transportation, and the use of the meter bench. If a meter tested at the Customer's request does not conform to standards, the Customer's deposit will be refunded and the Utility will adjust the Customer's bill according to the provisions of Chapter 620. If the meter conforms to standards, the Utility may keep the Customer's deposit and continue to use the meter at the Customer's premises.

**H. Winter Construction.** No new service or extension of Mains will be installed for the convenience of a Customer during winter conditions that increases the cost of the work for the Utility unless the Customer assumes all extra expense over ordinary construction costs.

**I. New Service Lines and Meters.** As permitted in 35-A MRSA §6106, each applicant for a new water service will be responsible for the costs of the entire Service Line, including opening the pavement or boring across the road, if applicable, equipment rental, labor and materials and necessary appurtenances for installation, including the meter. Ownership and maintenance of the Service Line and meter after installation will be governed by Chapter 620 of the Commission's Rules and Regulations.

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**TERMS AND CONDITIONS**

**28. METERING.**

**I. New Service Lines and Meters (continued).** The Customer will be responsible for obtaining the Utility's written approval for the work and for contracting with a Utility-approved professional for the excavation and installation from the curb-stop into the building. The Customer may also have the option of using his/her contractor to excavate the portion of the installation from the Main to the curb-stop if the Utility approves the request. All contractor charges will be paid by the Customer directly to the contractor.

The Service Line location will be set or reviewed by the Utility prior to excavation and must be installed to applicable plumbing codes and to Utility work standards and material specifications, available at the Utility office. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried or enclosed. If a site visit has been scheduled, and the Utility must later return to the premises due to inadequate preparation by the Customer or the Contractor or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s).

The Utility will be responsible for the excavation and pipe laying from the Main to the curb-stop, including contracting the piping across the road if required, unless the Customer has received approval for contractor excavation, as specified in the paragraph above. The Utility will also install the curb-stop, install the meter and other appurtenances, and tap the Main. Work will be available during the regular business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. At its discretion, the Utility may subcontract out any part of this work. The costs to the Customer for the Utility portion of the installation are:

- A charge of **\$38.00** per man-hour for excavation and pipe-laying from the Main to the curb-stop; for installing the meter, curb-stop, and necessary appurtenances; and for tapping the Main.
- A charge of **\$47.00** per man- hour for the inspection and approval of contracted work.
- Costs of the necessary materials, parts, and equipment and truck rental, as applicable, including the cost of the meter at required size.
- Contractor services charged as required by the situation, including piping across the road, whether boring or opening and closing the road as required by Maine DOT or Town policy; plus additional costs, including but not limited to digging, permits, flagging, and closing the road as required by Maine DOT or Town policy.

A written estimate will be provided to the Customer for the Utility's portion of the installation, and a deposit equal to the estimate will be collected prior to the initiation of the work. A reconciliation of the job costs will be done upon completion, and if applicable, the Utility will return any excess deposit at that time. If the actual costs exceed the deposit, the Customer must pay the additional amount as per the written agreement between the Utility and the Customer, as a condition of service.

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**TERMS AND CONDITIONS**

**28. METERING (continued).**

**J. Extensions of Mains.** All water Main extensions shall be installed at the applicant's expense, as permitted in 35-A MRSA §6106. Procedures related to the installation of the Main extension, and ownership and maintenance after the installation, shall be governed by Chapter 650 of the Commission's Rules and Regulations.

The applicant must complete a written application for the work and a financial agreement to be responsible for all costs of the installation. The Utility reserves the right to preapprove the plan. The applicant must contract with a Utility-approved professional for the entire Main extension, and all costs shall be paid directly to the contractor. The work must be completed to applicable plumbing codes and to Utility work standards and material specifications, which will be available at the Utility office. The contractor will be required to purchase all materials directly from the Utility.

In order to manage and inspect the process, a Utility representative will be present intermittently during the installation, including but not limited to during the tapping of the Main, the pressure testing, and the sanitation. The cost to the applicant's contractor for this inspection and management will be **\$47.00** per hour. The Utility reserves the right to subcontract these services to its own contractor; under these circumstances, the applicant will be billed for the subcontractor's charge. If at any time during the installation, the Utility representative discovers work irregularities or a lack of adherence to the preapproved plan or the standards and specifications, the Utility may stop the installation at the applicant's expense.

A written estimate will be given to the Customer for the Utility-provided services and materials, and a deposit equal to the estimate will be collected prior to the initiation of any work. A reconciliation of the job costs will be done upon completion, and if applicable, the Utility will return any excess deposit at that time. If the actual costs exceed the deposit, the Customer must pay the additional amount as per the written agreement between the Utility and the Customer.

**29. SERVICE INTERRUPTION.** As specified in Chapter 660 of the Commission's Rules and Regulations, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than 5 hours or to affect more than 10 Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four hours in advance of the interruption of service. The Utility will notify the Customers when practicable of the cause and duration of any unplanned shut-off. Pursuant to Chapter 620, if a Customer requests, the Utility will make a pro rata reduction in the Customer's minimum bill if service is interrupted for longer than forty-eight hours and the interruption is not due to negligence or improper care of equipment by the Customer.

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**TERMS AND CONDITIONS**

**City of Lewiston Water Division**

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**30. CONSERVATION.** Customers should attempt to minimize waste of water. Pursuant to Chapter 620 of the Commission’s Rules and Regulations, when necessary to conserve the water supply or in the event of an emergency, the Utility may restrict or prohibit waste or improper usage, including but not limited to, the use of hoses and lawn sprinklers. Under these circumstances, the Utility will decide what constitutes waste and improper usage in order to preserve the safety of the water system.

**31. FIRE HYDRANTS.** Fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. In the event of fire extinguishment, the fire department will notify the Utility of hydrant use within a reasonable time of declaring the fire under control. Fire hydrants must not be opened by any person other than an agent of the Utility or a duly authorized representative of the municipality or the owner.

The Utility provides all flow testing and maintenance for City of Lewiston hydrants, including annual flushing at no charge to the City. Owners of private hydrants will contract with a certified professional to conduct testing and perform maintenance at their own expense.

**32. PRIVATE FIRE PROTECTION.** Customers requiring private fire protection must contact the Utility to determine the availability of fire service at their location. If available, the fire service line will be installed at the Customer’s expense within the bounds of the public way or right of way; after installation, the line will be owned and maintained in the public way or right of way by the Utility, as specified in Chapter 640 of the Commission’s Rules and Regulations. The Utility does not guarantee any quantity of water or pressure available through a fire protection service.

Pursuant to Chapter 640 of the Commission’s Rules and Regulations, the Utility may require, as a term of service, a showing by the Customer on a periodic basis that certain maintenance, testing, or inspection procedures have been conducted in order that the installation be consistent with the health or safety standards of the Utility. The Utility reserves the right to require timely notice of all testing, so a Utility representative can be present to observe the process.

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David A. Jones, P. E.  
Director, Department of Public Works

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# LEWISTON CITY COUNCIL

## MEETING OF OCTOBER 18, 2011

**AGENDA INFORMATION SHEET:**

**AGENDA ITEM NO. 12**

**SUBJECT:**

Order Authorizing the City Administrator to Execute a Grant and License Agreement with Shane's Inspiration for Project Services related to a universally accessible playground.

**INFORMATION:**

This agenda item is asking the City Council to authorize the City Administrator to execute a grant and license agreement with Shane's Inspiration for the purpose of creating an inclusive playground and programs that unite children of all abilities. The City has been selected as one of five regional winners and will receive a grant of \$10,000 for inclusive equipment and an estimated \$50,000 in services from Shane's Inspiration for development, design and educational programming. Staff would also be authorized to work with interested partners to seek additional funding to expand the size of the proposed playground.

**APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:**

The City Administrator recommends approval of the requested action.

*EAB/kmm*

**REQUESTED ACTION:**

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To approve the Order authorizing the City Administrator to execute a Grant and License Agreement with Shane's Inspiration for project services related to a universally accessible playground.



**City of Lewiston Maine  
City Council Order  
October 18, 2011**



**Order,** Authorizing the City Administrator to Execute a Grant and License Agreement with Shane's Inspiration for Project Services Related to a Universally Accessible Playground.

**WHEREAS:** A universally accessible playground in the City of Lewiston would be one of inclusion, safety, and acceptance for those living with & without disabilities; and

**WHEREAS:** the City Council previously authorized staff to submit an application to Shane's Inspiration for consideration of an award to assist in developing such a facility; and

**WHEREAS:** Several partners have stepped forward in support of this opportunity, including Sandcastle Clinical & Educational Services; Childhood Development Services – First Step; Healthy Androscoggin; Lewiston Public Schools; Head Start of Androscoggin County; The Margaret Murphy Center for Children; Lewiston Police Department; Lewiston's Director of Buildings/ADA Coordinator; Ben & Erin Hayes who share a personal perspective; and Orientation & Mobility Specialist Lauren Goldsmith; and

**WHEREAS:** the City of Lewiston has been selected as one of five regional winners and will receive a grant of \$10,000 in inclusive equipment and an estimated \$50,000 in services from Shane's Inspiration for development, design, and educational programming; and

**WHEREAS:** This will require the City to provide in-kind services for prep work at the selected location for the playground which tentatively will be located in Marcotte Park; and

**WHEREAS:** Shane's Inspiration will also assist the City in implementing an effort to expand the size of the proposed playground through seeking additional grants and donations;

**Now, Therefore, be It Ordered by the City Council of the City of Lewiston**

That the City Administrator is hereby authorized to execute a grant and license agreement, in a form substantially as attached hereto, with Shane's Inspiration for the purpose of creating an inclusive playground and programs that unite children of all abilities. Staff is also authorized to work with interested partners to seek additional funding to expand the size of the proposed playground.



***The mission of Shane's Inspiration is to create inclusive playgrounds and programs that unite children of all abilities.***

## **Grant and License Agreement**

This Grant and License Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Lewiston, Maine, a municipal corporation under the laws of the State of Maine, (Grantee), and Shane’s Inspiration, a California non-profit public charity, (Grantor), for Grantor’s services in the development of a Universally Accessible Playground (UAP) in the City of Lewiston.

### **RECITALS**

**WHEREAS**, Grantee is seeking the trademarked and registered Shane’s Universally Accessible Playground (UAP) design and project services detailed in **EXHIBIT “A”**, attached hereto and incorporated as if fully set forth herein, with the goal of building one (1) Shane’s Inspiration UAP in Grantee’s recently created \_\_\_\_\_, and implementing UAP inspired programs once said project is complete thereby maintaining the vision of “Grantor’s” ***Fostering a bias-free world for children with disabilities***; and

**WHEREAS**, Grantee is seeking a license to use the trademarks, trade names, logos and other intellectual property of “Grantor” in the use and operation of the Shane’s Inspiration UAP; and

**WHEREAS**, Grantor is willing to provide a Shane’s Inspiration UAP design and related project services to Grantee for a UAP to be built at Grantee’s \_\_\_\_\_ Park located at \_\_\_\_\_, in Lewiston, Maine as well as the license to use the trademarks, trade names, logos and other intellectual property (collectively, the “IP”) of Grantor in the use and operation of the Shane’s Inspiration UAP during the Term (as defined below) of this Agreement.

**NOW, THEREFORE,** Grantee and Grantor, agree as follows:

1. The Grantor will deliver to Grantee, a Shane's Inspiration UAP design and project services with the following terms {GRANT TERMS}:
  - A. The Shane Inspiration UAP shall be built at the following address:  

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Lewiston, Maine. No other Shane Inspiration UAP may be built unless approved in writing by Grantor pursuant to a separate agreement.
  - B. The term of this Agreement shall be two (2) years (the "Term").
  - C. The non-exclusive grant of the Shane's Inspiration UAP design and license for the right to use the IP shall be solely during the Term or until termination of the Agreement, whichever occurs earlier. Such grant shall survive the termination of the Agreement, however, for the following limited activities only: Grantee may use the UAP design and IP for purposes of maintaining, repairing, replacing or completion of the UAP development which activities otherwise exceed the term of this Agreement. Except for the foregoing described limited activities, immediately upon expiration of the Term, or earlier termination of the Agreement, the grant of the Shane's Inspiration UAP design, project services and license for the right to use the IP shall revert back to Grantor and Grantee shall have no further right to the grant or license of use provided hereunder.
2. Grantor will be recognized by name with publication of the logo and all other IP legends of Grantor in all of Grantee's printed materials, press releases, publications, announcements, website or any public acknowledgement of said project. Grantee agrees that the foregoing shall be done in English language pursuant to the laws of the United States of America. The logo and IP legends that are required to be published are set forth in **EXHIBIT "B"** to this Agreement, incorporated herein by reference. Grantee further acknowledges that the provisions of this paragraph are a material part of this Agreement and breach or failure by Grantee to abide hereunder shall provide Grantor with the right to immediately terminate this Agreement. Grantor may describe its support of the Project, Programs, and Grantee in their own printed materials, press releases, publications and announcements. Except for other charitable financial contributors to the UAP Project, Grantee may not recognize any other entity with regards to or relationship with Grantor or Grantor's UAP project without prior written consent.
3. The responsibility of Grantor is strictly limited to the scope of services detailed in **EXHIBIT "A"**, that it has agreed to provide in this Agreement. Grantor shall not be responsible for the acts or omissions of Grantee or

Grantee's other consultants or any contractors, material or equipment suppliers or any agents or employees or any other person performing any services or work in connection with the Project. Grantor is not a joint venture partner with Grantee in connection with the Project.

Grantor shall have no responsibility for operation or maintenance of the playground equipment or surfacing or adjacent areas. Operations and maintenance will be the responsibility of the Grantee.

4. At no expense to Grantor, Grantee shall provide Grantor with all available information regarding the requirements for the Project, including but not limited to all plans and reports available to Grantee. Grantor shall be entitled to rely upon the accuracy and completeness thereof. If Grantee becomes aware of any fault or defect with respect to anything associated with the plans for the Project, Grantee shall give prompt written notice thereof to Grantor.

Grantee shall ensure that Grantee's other consultants and contractors examine all documents submitted by Grantor and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Grantor's services.

5. Grantee agrees that Grantor shall have exclusive design control over the community driven design of the UAP footprint and selection of play equipment manufacturer(s). Grantor agrees that all design elements shall adhere to city/state/federal safety and regulatory guidelines and agrees that the UAP design decision-making process shall include the input and participation of the Grantee's Park and Recreation Director. Grantee shall enter into all contracts for the purchase, manufacture, and modification of the equipment and surfacing material, as well as all contracts for the installation of the playground equipment and surfacing with appropriately licensed and qualified contractors and vendors.
6. Grantee acknowledges and agrees that Grantor is not providing services for which a Landscape Architecture license is required. Therefore, Grantee has retained the services of an Engineering Consultant, which consultant services include the subconsultant services of a Landscape Architect licensed by the state of Maine in connection with the Project.

Grantee represents that it will ensure that any agreement entered into by Grantee for the manufacture of the play equipment will include a provision requiring that the manufacturer inspect the equipment and installation of equipment and certify in writing that the equipment has been installed properly, safely, and in accordance with the recommendations of the manufacturer and that the

equipment installation are safe for their intended users. Further, Grantee will ensure that the agreement with the play equipment manufacturer (“Manufacturing Agreement”) states that Grantor will be provided with an originally executed certification to this effect within 7 business days of inspection by the manufacturer.

7. Prior to commencement of work in connection with the Project, Grantor will obtain and keep in force for the duration of performance, General Liability Insurance, including Professional Errors and Omissions Coverage in the amount of one million dollars and name Grantee, their officers and employees as additionally insured with respect to all operations and work performed by Grantor for said Project.

Grantee will ensure that any contracts, agreements or purchase orders entered into for the Project with consultants, general contractors, play equipment manufacturers, equipment installers, surfacing contractors, Landscape Architects, or any additional vendors providing services for said Project, will require each person or entity providing services in connection with the Project to maintain General Liability Insurance (and additionally in the case of the Landscape Architect, Errors and Omissions insurance) in the amount of one million dollars in connection with the Project and obtain endorsements to said policies naming Grantor, their officers, employees and volunteers as additionally insured with respect to all operations, completed operations, product liability and work performed by them, and any of them, for the Project

8. Notwithstanding the license of IP hereunder, the use of the trademarked name “Shane’s Inspiration” and Shane’s Inspiration logo, used in any form, for any and all fundraising, marketing, and programming efforts for said project must first be approved in writing by either the Grantor’s Governing Board and/or Chief Executive Officer of Grantor in their sole and absolute discretion.
9. The Shane’s Inspiration UAP design or project services materials may not be altered, changed, manipulated or replicated without the prior written consent of Grantor.
10. The UAP will be identified as a Shane’s Inspiration project. The Grantee agrees and will ensure that, once the project is completed, Grantee will permit Grantor to add mutually acceptable signage reflecting that the playground has been designed by Shane’s Inspiration. In addition, at the expense of Grantor with Grantee approval, Grantor is allowed to incorporate signage to acknowledge corporate, foundation and/or entities that have contributed to the Together We Play contest project.

11. If the Shane's Inspiration UAP is not built and completed within 2 years from the date of this Agreement, Grantee must reapply for use of the awarded Shane's Inspiration UAP design. Expiration is determined by the date this Agreement was entered upon.
12. Grantee shall submit to Grantor full and complete annual reports on the progress of the Shane's Inspiration UAP project by no later than December 31st of each applicable year during which this Agreement is in effect. The report should include a narrative account of what has been accomplished.
13. Shane's Inspiration UAP design, the IP, and all rights therein, are the exclusive property of Grantor. The rights granted hereunder are intended solely for limited purpose as expressly set forth in the Agreement. Any other use of Shane's Inspiration UAP design, the IP, and all rights therein without the express written consent of Grantor will be deemed a material breach of this Agreement.
14. In the event Grantee is not deemed a tax exempt organization, it shall be solely responsible for the payment of all of its taxes (income, sales, VAT or otherwise) (collectively, "Taxes"), whether federal, state or local in the United States of America. Moreover, Grantee warrants and represents that Grantor shall have no duty or responsibility whatsoever for the payment of any taxes.
15. This Agreement will not in any way create the relationship of principal and agent, joint venture or partnership between Grantor and Grantee. Neither party shall be liable for the debts or obligations of the other unless expressly assumed in writing.
16. Grantee shall indemnify, defend and hold Grantor and its officers, directors, employees and agents harmless from and against any and all liability to third party for or from loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this Agreement, the payment of Taxes, the planning, acquiring, constructing equipping or use of the Shane's Inspiration UAP design, project services or the planning, arranging, implementing, sponsoring or conducting of an activity in relationship to this project by Grantee. **IN NO CASE SHALL GRANTOR BE LIABLE TO GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES. THIS INCLUDES, BUT SHALL NOT BE LIMITED TO USERS, OPERATORS AND ANY OTHER THIRD PARTIES COMING IN CONTACT WITH THE SHANE'S INSPIRATION DESIGN OR PROJECT.** Grantor shall have no liability for any debts, liabilities, deficits or cost overruns of Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of Grantor

shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of Grantor hereunder shall be limited to the delivery of the Shane's Inspiration UAP design and project services pursuant to the terms and conditions of this Agreement and that Grantor shall have no other duty or obligation to Grantee or any other person or entity. The terms of this paragraph shall survive the Term or termination of this Agreement. In the event any portion of this paragraph is adjudicated to be unenforceable, said portion shall be severed, and the remaining portions of this paragraph shall be enforceable.

17. Grantee hereby represents to Grantor as follows: (a) Grantee is duly organized and in good standing pursuant to the laws of Maine; (b) the person executing this Agreement is duly authorized to execute this Agreement on behalf of Grantee. The execution and delivery of this Agreement has been duly authorized by all requisite corporate actions and consents on the part of Grantee; (c) Grantee's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated do not conflict with any agreement, instrument or understanding, oral or written, to which Grantee may be bound, nor violate any law or regulation of any court, governmental body, or quasi-governmental authority or any department, agency, subdivision, court or other tribunal or administrative or other agency having jurisdiction over it; (d) Grantee has not entered into any contract, agreement, partnership, joint venture or other arrangement, whether written or oral, with any third party that is inconsistent with the terms of this Agreement.
18. Grantee hereby covenants that, except as otherwise consented to by Grantor in writing and in advance, from the date of this Agreement through expiration of the Term or early termination of this Agreement, (a) Grantee shall perform and continue to perform all of the obligations provided or arising under this Agreement; (b) shall not waive any material right or obligation arising under this Agreement; (c) shall not enter into any agreement or covenant pertaining to the grant or license provided hereunder without advance written approval provided in the sole discretion of Grantor; (d) pay when due all applicable Taxes, duties, fees or assessments pertaining to the grant or license provided hereunder.
19. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision thereof.

IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement on the date first written above.

Shane's Inspiration  
Grantor

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
By: Tiffany Harris  
Its: Founder and CEO

\_\_\_\_\_  
By:  
Its:

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

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

## EXHIBIT “A”

### **List of Services**

- Project development guidance from project conception through completion
- Project promotion through existing Shane’s Inspiration PR opportunities as well as website, and newsletter promotion
- Facilitation of a Community Options and Priorities Session with local community
- Fundraising templates and guidance
- Facilitation of informational salon held with local community
- Grant template and proposal reviews
- Guidance on Corporate Sponsorship packet based on conceptual design
- Special event guidance and templates
- Site plan review
- Space planning for major activity areas
- Conceptual Design Layout
- Final Play Equipment Design to include specialty items and sensory elements provided by a Shane's Inspiration Certified Universally Accessible Playground Designer
- Guidance in reference to the selection of Landscape Architects, General Contractors, and Surfacing Contractors as it pertains to universally accessible aspects of project, guidance in coordinating project development with developer
- Coordinate with the manufacturers of all play equipment elements to bring to fruition
- Coordinate with Landscape Architect in charge of area outside design scope of Shane’s Inspiration
- Grand opening coordination guidance in reference to press, transportation, invitation design, attendance of local dignitaries
- Guidance on implementing sustaining programs at Universally Accessible Playground once completed
  - Education
  - Community Outreach
  - Transportation

EXHIBIT "B"

Shane's Inspiration logo

