

LEWISTON FINANCE COMMITTEE MEETING

Agenda

Finance Committee meeting, **Monday**, October 19, 2026, at **5:30** p.m. in **PW Conference Room (103 Adams)**

1. Call meeting to order
2. Review minutes of previous meeting, September 28, 2026
3. Recommendation to award bid 2026-054 One (1) 1-Ton 4X4 Pickup
4. Recommendation to award bid 2026-055 Enclosed Contractor Trailer
5. Recommendation to award bid 2026-056 Lead Abatement of 6 Davis Street
6. Recommendation to authorize EJ Prescott Water Main Replacement Purchase Waiver of Competition
7. Other Business
Payment in Lieu of Taxes
8. Communications
-Next meeting Monday, November 9, 2026
9. Adjourn

FINANCE COMMITTEE
Lewiston, ME
Minutes of
September 28, 2026

PRESENT: Chairman Chittim, Councilor Nagine, Mr. Bouh, Ms. McCabe, and Ms. Hoskins

ABSENT: N/A

OTHERS PRESENT: Deputy Director of Budget and Purchasing, Allen Ward, Deputy Public Works Deputy Director, Erica Kidd, City Engineer, Jeff Beaulé, Fleet Operations Manager, Phil Brienza, City Arborist, Steve Murch, Facilities Manager, Louie Turcotte, and Assistant Economic Development Manager, Jaqueline Sawyer

The meeting was called to order at 5:30 p.m.

On Motion of Mr. Bouh, seconded by Councilor Nagine, it was

VOTED:

(139-2026) To approve the minutes of the previous meeting dated September 14, 2026, and to accept and place them on file by the Clerk.

VOTE: 5-0

On Motion of Mr. Bouh, seconded by Ms. Hoskins, it was

VOTED:

(140-2026) To approve the 2025-059 Main St. Pump Station Improvements, Change Order#1, adding \$33,810 for two (2) months of backup generator rental costs to the project scope with Ducas Construction, and an updated contract amount of \$1,384,810.

VOTE: 5-0

On Motion of Mr. Bouh, seconded by Ms. Hoskins, it was

VOTED:

(141-2026) To suspend the Finance Committee's rule requiring a minimum of two (2) bids on contracts in excess of \$100,000 to consider RC Group's 2026-050 bid as being in the City's best interest.

VOTE: 5-0

On Motion of Ms. Hoskins, seconded by Councilor Nagine, it was

VOTED:

(142-2026) To award bid 2026-050 for the Lead Abatement of 85 Whipple St./136 Spring St. to RC Group, Biddeford, ME, at their amended bid price of \$134,875, including the \$59,177.50 owner match.

FINANCE COMMITTEE

**September 28, 2026
VOTE: 5-0**

On Motion of Mr. Bouh, seconded by Ms. Hoskins, it was

VOTED:

(143-2026) To ratify bid 2026-008, Installation of EV Chargers, Change Order #2, adding \$2,850 to dismount and relocate the left-side charger unit and cabling at the Oak St. parking garage location into the scope of the project with Maine Solar Solutions, for a revised bid amount of \$71,450, Lewiston's portion being \$14,290.

VOTE: 5-0

On Motion of Ms. Hoskins, seconded by Mr. Bouh, it was

VOTED:

(144-2026) To authorize the Waiver of Competition with United Construction and Forestry for the purchase of a loader with plow gear for Public Works at their Sourcewell contract price of \$457,731.56, including the extended warranty.

VOTE: 5-0

On Motion of Ms. Hoskins, seconded by Mr. Bouh, it was

VOTED:

(145-2026) To authorize the Waiver of Competition with Freightliner of Maine for a 6-wheel cab/chassis with a sander, rack body, and plow gear for Public Works at their Sourcewell contract price of \$285,020.

VOTE: 5-0

On Motion of Mr. Bouh, seconded by Ms. Hoskins, it was

VOTED:

(146-2026) To ratify 2026-023 Continental Penstock and Upper Canal Repairs, Change Order #2, for the additional total cubic yard cost for flowable fill for Penstock #4 to be included in the project scope with Perryman Construction for an estimated \$110/CY, totaling \$7,480, and an updated estimated bid award of \$657,875.

VOTE: 5-0

On Motion of Ms. Hoskins, seconded by Councilor Nagine, it was

VOTED:

(147-2026) To award bid 2026-053 for Contracted Tree Work to Maine Tree Guy, Auburn, ME, at their bid price of \$39,500

VOTE: 5-0

On Motion of Ms. Hoskins, seconded by Mr. Bouh, it was

VOTED:

(148-2026) To award the nine (9) locations for bid 2026-052 Snow Plowing and Removal Rentals for the 2026-27 winter season as follows at their proposed hourly rates:

1. Oak St. Parking Lots/Garage – Morin Excavating
2. Lincoln St. Garage/Lot, Mill St. – Morin Excavating
3. Southern Gateway Garage/Lots – C.H. Stevenson
4. Canal St. Parking Garage – C.H. Stevenson
5. Chestnut St. Parking Garage – C.H. Stevenson
6. Police Station, 141 Mill St. – C.H. Stevenson
7. Central Fire Station, 2 College St. – Morin Excavating
8. Fire Substation #4, 55 N. Temple – Campbell Investments
9. Fire Substation #5, Captain Bazinet Way – Campbell Investments

VOTE: 5-0

On motion of Mr. Bouh, seconded by Ms. Hoskins,

VOTED:

To adjourn at 6:29 p.m.

Allen Ward
Clerk
Finance Committee

Finance

Item #3

To: Finance Committee
From: Allen Ward, Deputy Director of Budget and Purchasing
Subject: 2026-054 One (1) 1-Ton 4X4 Pickup Truck
Date: October 19, 2026

Bid 2026-054 is for one (1) 1-Ton 4X4 pickup truck for the Water Department.

The City Council allocated funding for the purchase as part of the FY27 Water operating budget with an approved budget transfer.

Bids were solicited of eight (8) dealerships, and three (3) were received. The Fleet Superintendent reviewed the proposals, and a copy of his recommendation is attached.

It is recommended to award 2026-054 for one (1) 1-Ton 4X4 pickup truck for the Water Department to O'Connor Auto Park, Augusta, ME, at their bid price of \$55,400, including the optional extended cab.

There is adequate funding in the identified source for this purchase (6085-640301).

Public Works**Kevin Gagne Director of Public Works****Bid: 2026-054****One (1) 1-Ton 4x4 Pick-up Truck**

There were 3 bids submitted for the One (1) 1-Ton 4x4 Pick-up Truck, the results are as follow:

Quirk Ford Augusta Me.

2027 Ford F-350 pick-up truck

Bid did not meet spec for the following reason:

- Spec calls for Allison transmission. Bid shows Ford 10 speed.
- Spec calls for power folding mirrors. Not available from Ford.
- The vehicle bid does not fit into the city's movement to standardize the fleet.
- The Service Cap from the city's present vehicle will be reused on the new chassis. The cap is for a GMC or Chevrolet truck and will not fit a Ford.

Regular cab cost = \$47,469.20

5-year warranty at no extra cost. \$ 0.00

Cost related to upgrading to an extended cab truck = \$ 4,432.00Total cost including the extended cab = **\$ 51,901.20****Liberty Chevrolet Wakefield Mass.**

2027 Chevrolet 3500HD truck

Regular cab cost = \$54,050.00

5-year warranty cost = \$ 3,743.00

Cost related to upgrading to an extended cab truck = \$ 1,000.00Total cost including 5-year warranty and the extended cab = **\$ 58,793.00****O'Connor Auto Park, Augusta, ME.**

2026 GMC Sierra 3500 Pick-up truck

Bid did meet spec.

Regular cab cost = \$54,681.00

5-year warranty at no extra cost. \$ 0.00

Cost related to upgrading to an extended cab truck = \$ 719.00Total cost including the extended cab = **\$ 55,400.00**

After reviewing the information provided. Public Works recommends that the bid be awarded to O'Connor Auto Park for their bid amount of **\$55,400.00**.

**Kevin Gagne, Director of Public Works**

One (1) 1-Ton Pickup Truck
Bid: 2026-054

	Quirk Ford of Augusta Hallowell, ME	Liberty Chevrolet Wakefield, MA	O'Connor Auto Park Augusta, ME
1. One (1) 1-Ton Pickup Truck	\$ 47,469.20	\$ 54,050.00	\$ 54,681.00
Year	2027	2026	2027
Make/Model	Ford F350	Chevy 3500HD Regular Cab	GMC Sierra 3500
Optional Item			
1. Cost to upgrade unit to extended cab	\$ 4,432.00	\$ 1,000.00	\$ 719.00
Warranty	3YR/36K B2B 5YR/100K Powertrain	3YR/36K B2B 5YR/100K Powertrain	3YR/36K B2B 5YR/100K Powertrain
Delivery Timeframe	75-90 Days	12 Weeks Est.	12 Weeks from Start of Production
Payment Terms	Net 15	Net 30	Net 30

Finance

Item #4

To: Finance Committee
From: Allen Ward, Deputy Director of Budget and Purchasing
Subject: 2026-055 Enclosed Contractor Trailer
Date: October 19, 2026

Bid 2026-055 is for an enclosed contractor trailer for Public Works.

The City Council allocated funding for the purchase as part of FY27 LCIP; however, the Finance Director approved using FY25 fund balance to pay for the purchase rather than bonded funds.

Bids were solicited from ten (10) companies, and three (3) were received. The Fleet Superintendent reviewed the proposals, and his recommendation is attached.

It is recommended to award bid 2026-055 for an enclosed contractor trailer for Public Works to Connecticut Trailers, Bolton, CT, at their bid price of \$25,475, including the optional upgrade to 16” tires and installation of backup lights.

There is adequate funding for the purchase in the source identified (4381-451000).

Public Works**Kevin Gagne****Director of Public Works****One (1) Contractor Trailer.**

Three Bids were submitted for the One (1) Contractor Trailer. The results are as follows;

Technology International, Lake Mary, FL

2026 - 2027 Advantage Trailer, Enclosed Aluminum Contractor Trailer.

Dealer bid proposal sheet shows their bid to be 100% compliant to our specification.

Bid did not meet spec for the following reasons:

Spec called for	Bid shows
Walls and ceiling are not to have any covering	3/8 Drymax will be installed on the walls and ceilings.
4-Aluminum compartments	4-compartments made out of Drymax wood .
Compartments. 14" to 16" deep	Does not list the depth of the compartments. Bid does show compartments to be 24"W and 36"T Each compartment includes 1 shelf per at 24" X 36" The dealer say he thinks the compartments are ether 18" to 24" deep. So, compartments would have to be 36" deep based on the self-size..
Oil bath axles	Dealer in IL. says they are standard greaseable axles.
Supply: Year, Make and Model	Shows 2026-2027 Advantage Trailer, Enclosed Aluminum Contractor Trailer. There's no manufacturer listed anywhere making a trailer branded as Advantage. There are 2 dealers in the country operating under the name Advantage. They sell a bunch of trailers made by other companies. None carry a trailer branded Advantage. I talked to Advantage trailer in IL. They are the ones supplying the trailer. The trailer is made under the name Discovery Trailer.

The closest dealer selling and servicing these trailers is approx. 4 hours away so warranty work could be a problem.

Trailer \$ 24,130.00
Additional corner mounted back-up lights \$ 168.00
Total cost including additional corner back-up lights \$ **24,298.00**

Connecticut trailer, Bolton CT,

2027 Nitro NCC 8.5 x18 Contractor trailer

Bid did not meet spec for the following reasons:

Spec called for	Bid shows
Oil Bath axles	Standard greaseable axles
4-Aluminum compartments	3-Aluminum compartments

The trailer manufacturer is located in Maine so warranty work would be done locally.

Trailer \$ 25,000.00

2 sets of additional corner mounted back-up lights 2 X \$75.00 = \$ 150.00

Total cost including additional corner back up lights \$ 25,150.00

Phoenix Contracting, Ruskin, FL

2026-2027 Alcom Mission 8.5' X 20' Aluminum enclosed contractor trailer

Bid did not meet spec for the following reasons:

Spec called for	Bid shows
8.5' X 18' trailer	8.5' X 20' trailer
Oil Bath axles	Standard greaseable axles
12" On center floor, walls and ceiling	12" on center ceiling and walls not shown in proposal.

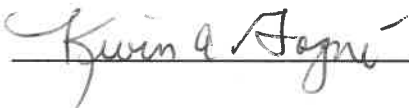
The trailer manufacturer is located in Maine so warranty work would be done locally.

Trailer cost \$ 41,994.00

Additional corner back-up lights \$ 750.00

Total cost including both options \$ 42,744.00

After reviewing all of the supplied information available. Public works recommends that the award for the contractor trailer go to Connecticut trail for their bid price of **\$25,150.00** including additional the optional corner Back-up lights.



Kevin Gagne, Director of Public Works

One (1) Enclosed Contractor Trailer
Bid: 2026-055

Description	Technology International Lake Mary, FL	Connecticut Trailers Bolton, CT	Phoenix Contracting Ruskin, FL
1. One (1) Enclosed Contractor Trailer	\$ 24,130.00	\$ 25,000.00	\$ 41,994.00
Year	2026-2027	2027	2026/2027
Make/Model	Advantage Trailer	Nitro NCC 8.5x18	Alcom Mission Trailer
Warranty	-	1 Year Commercial Use	1 Year
Delivery	90 Days ARO	7-8 Weeks	60 Days ARO
Payment Terms	Net 30	Net 30	Net 30
Optional Items			
1. Cost to upgrade to 16" tires	\$ 414.00	\$ 400.00	\$ 450.00
2. Additional backup lights mounted on crners of trailer	\$ 168.00	\$75/Set	\$ 750.00

Finance

Item #5

To: Finance Committee
From: Allen Ward, Deputy Director of Budget and Purchasing
Subject: Bid 2026-056 Lead Abatement 6 Davis Street
Date: October 19, 2026

As part of the \$7,000,000 Lead Hazard and \$750,000 Supplement Healthy Home HUD grant, Economic Development took in-house the task of bidding lead abatement projects for owners eligible under the grant to better comply with federal procurement regulations. As a result, Development has a third-party responsibility of hiring a lead contractor for the owner under the terms of the grant.

Community Concepts prepared the bid specifications for bid 2026-056 Lead Abatement 6 Davis Street.

The Lead grant considers 6 Davis Street a three (3) unit program-qualifying building. There is adequate available Lead grant funding for the project. The CDBG rehab program is providing the \$4,500 owner lead grant match (max of \$40,000 per eligible unit and \$1,500 per unit owner match).

Bids were solicited from the fourteen (14) licensed lead abatement contractors; six (6) attended the required mandatory pre-bid meeting, and six (6) were received. The Assistant Community Development Manager reviewed the proposals. A copy of the recommendation is attached.

It is recommended that bid 2026-056 for the Lead Abatement of 6 Davis Street be awarded to Renovate Right, Wales, ME, at their bid price of \$60,365, including the rehab program-provided \$4,500 owner match.

There is adequate funding for the project in the sources identified with the owner match (519-500001 and 519-500005).

LEWISTON ME

Economic and Community Development

October 19, 2026

Finance Committee:

The City of Lewiston received a Lead Hazard Reduction Demonstration Grant for \$7,000,000 and an additional \$750,000 in Healthy Homes Supplemental funding from the U.S. Department of Housing and Urban Development for 48 months Lewiston Lead Program (LLP). This innovative program will serve as a model for integrating existing and new resources to eliminate childhood lead poisoning and create Healthy Homes.

The Community Development Department's request, specifically the Lewiston Lead Program, is that **Renovate Right Construction Inc** is awarded the bid for Bid No. **2026-056 Lead Abatement 6 Davis St.** Based on a mutually agreed upon vetting system, **Renovate Right Construction Inc** is the lowest responsible bidder to complete this project in the proposed timeline requirements. This contractor has been vetted, has been registered on SAM.gov, but does require a renewal of the entity registration in the system, and has submitted all required documentation.

This property is a multi-family (3-unit) property with 2 units occupied by owner and 1 unit rented to a tenant. All three (3) units, exterior and common areas will receive lead abatement through the Lewiston Lead Program and the lead-match funds of \$4500 will come from the CDBG Lead Match funding as the owner is income-qualified to receive this funding assistance. The total proposed budget for this project for **\$60,365** and the project work will begin within 6 weeks of contract signing.

For these reasons, we recommend that the Finance Committee award:
Bid No. 2026-056 to Renovate Right Construction Inc. for their low bid of **\$60,365**.
Contingent on contractor renewing entity registration in SAM.gov.

Sincerely,



Jacqueline Sawyer

ASSISTANT COMMUNITY DEVELOPMENT MANAGER – HOUSING PROGRAMS

Economic & Community Development

27 Pine Street, Lewiston, ME 04240

(207) 513-3000 Ext. 3251

LEWISTON  ME

**Lead Abatement - 6 Davis Street
BID # 2026-056**

	Renovate Right Wales, ME	RC Group Biddeford, ME	Kennebec Abatement Phippsburg, ME
Lead Abatement	Total	Total	Total
6 Davis St. Unit 1	\$ 8,965.00	\$ 14,650.00	\$ 12,300.00
6 Davis St. Unit 2	\$ 31,900.00	\$ 38,375.00	\$ 39,100.00
6 Davis St. Unit 3	\$ 12,675.00	\$ 15,160.00	\$ 15,250.00
Total Lead Labor & Materials	\$ 53,540.00	\$ 68,185.00	\$ 66,650.00
Healthy Homes	\$ 6,825.00	\$ 6,200.00	\$ 8,800.00
Total Bid (Lead L&M & Healthy Homes)	\$ 60,365.00	\$ 74,385.00	\$ 75,450.00
Project Start Date	6 Weeks after Signing	4 Weeks after Signing	11/30/2026
Weeks Required for Completion	4-6 Weeks for windows	4 weeks for windows	5 Weeks

	Ray Corp. Sabattus, ME	Granite Coast Home Waterville, ME	Region 1 Construction Auburn, ME
Lead Abatement	Total	Total	Total
6 Davis St. Unit 1	\$ 14,350.00	\$ 15,670.00	\$ 18,060.00
6 Davis St. Unit 2	\$ 47,000.00	\$ 45,986.00	\$ 51,900.00
6 Davis St. Unit 3	\$ 18,200.00	\$ 22,317.00	\$ 19,260.00
Total Lead Labor & Materials	\$ 79,550.00	\$ 83,973.00	\$ 89,220.00
Healthy Homes	\$ 9,000.00	\$ 12,010.00	\$ 10,700.00
Total Bid (Lead L&M & Healthy Homes)	\$ 88,550.00	\$ 95,983.00	\$ 99,920.00
Project Start Date	December 2026	30 Days from Signing	12/7/26
Weeks Required for Completion	3-6 Weeks	4 Weeks est. 12/31/26	8 Weeks

Finance

Item #6

To: Finance Committee
From Allen Ward, Deputy Director of Budgeting and Purchasing
Subject: Waiver of Competition Kamstrup Water Meter Swap-out Purchase
Date: October 19, 2026

Staff is requesting a Waiver of Competition under Section 3.3.1 of the City's Purchasing Policy, specifically item #7, as follows for consideration:

8.) A contract is already in place, and it is appropriate for the current vendor to provide additional services for a specific project that is an extension of the original scope previously approved within the purchasing policy.

Doing so will allow the Water Division to contract with EJ Prescott to implement swapping out Lewiston's 9,279 water meters. Under the terms of the contract, Lewiston Water and Sewer Division agrees to purchase all water works services, products, and materials used in its service area from EJP. As such, Lewiston would be moving toward the installation of Kamstrup water meters given EJP's ending its relationship with Sensus/Xylem meters. The City Administrator has approved consideration for the Public Works Director's proposal, saving Lewiston significant lease interest costs.

The Public Works Director recommends the City Council's allocated \$500,000 FY27 Water and Sewer operating budget go towards the installation of a meter reading antenna and replacement of as many Kamstrup meters as funding allows. In addition, the department will include a \$3.75million Water and Sewer Capital Improvement request to fund purchasing the remaining Kamstrup water meters.

It is recommended to authorize a Waiver of Competition to accept EJ Prescott's proposal to switch to the Kamstrup metering program, including leak detection services.

There is adequate funding in the source identified for the year one, FY27 meter replacements in the Deputy Public Works Director's memo (6085-640301, 6250-662509).

Public Works

TO: Allen Ward, Deputy Director of Budget and Purchasing

FROM: Erica Kidd, Deputy Director of Utilities

DATE: October 13, 2026

SUBJECT: Waiver of Competition for Kamstrup Metering Program

Public Works is requesting a Waiver of Competition for the procurement of a new water metering system through E.J. Prescott (EJP) for Kamstrup water meters. The agreement includes switching out over 9,000 water meters currently in place with new smart meter devices. It also includes leak detection to help prevent water main breaks and to assist customers with managing their usage, a customer portal, and instant water meter readings. Please see attached memo from Public Works Director, Kevin Gagne, for further details.

Public Works is requesting approval of this Waiver of Competition to install a new water metering system for customers in the City through E.J. Prescott (EJP).

Funding is available in the following accounts:

Account No.	Name of Account	Amount to be Charged	Current Balance Available
6085-640301	Depreciation Expense	\$240,500	\$250,000
6250-662509	Contractual Services	\$240,500	\$250,000

Public Works

TO: Bryan Kaenrath, Tracy Roy
FROM: Kevin Gagne 
DATE: July 28, 2026
SUBJECT: Replacement Water Meter Program

Dear Bryan and Tracy,

This memo is to update you as to our research and demonstration of options to move forward with replacing water meters and incorporating a comprehensive water meter billing/payment/customer portal program.

Our findings lead us to recommend executing an updated agreement with EJ Prescott(EJP) and their partner company, Sustainability Partners, for Kamstrup water meters and water meter reading/customer portal program vs staying with Sensus/Xylem or bidding for another vendor. There are several reasons for this recommendation:

1. We are in a contractual relationship with EJP to purchase inventory, including water meters
2. EJP has proven they can deliver compatibility and specialized services that are critical for a fully functioning billing system (Sole Source)- they have proved this 2x (Sensus and Kamstrup)
3. EJP has proposed standing the system up in one(1) year with net zero (\$0) budget impact but will improve the cashflow for both water and sewer along with operational improvements and customer portal improvements and implementation (Sole Source)
4. EJP has provided opportunity for Lewiston to realize monthly billing (digital bill and pay) and possible outsourcing billing.

The Water and Sewer Division of Public Works has an existing contract with the company EJP, which provides parts and services for our water and sewer needs (copy of contract attached). The contract includes the following pertinent conditions:

Article 2, Item C: *Lewiston Water & Sewer Division agrees to purchase all water works services, products and materials used in its service area from EJP.*

This condition includes water meters. We have contracted with EJP for inventory management for the Water and Sewer Division since 2002. We want to continue this cost-saving service with EJP, and as such, we need to source water meters through them.

We checked with our legal team as per our discussion and we would need to get out of this agreement in some fashion to go to bid for competition for the water meter program. If EJP were to agree that we could go to bid for replacement water meters, we would be looking to update the whole system, not just water meters.

As water meter readings download into the city Munis system (Utility Billing(UB)- classic) is critical for continued operations and reliable customer service. We are concerned with vetting any potential bidders that

offer a system that would work with our Munis UB Classic. The time and effort spent with a low bidder that tries to demonstrate a working system within our UB Classic is disrupting to Finance and PW Operations staff at best and a total waste of time and catastrophic at worse case. We know that Xylem/Sensus meters and the radio read system is working, however it has not been fully deployed and there are continued implementation issues and operational issues and costs by staying with Xylem/Sensus metering system.

We have piloted the Kamstrup meters provided by EJP, and they are functional with our existing billing system in Munis. Integrating meter data and Munis software has been a challenge in the past, so it is significant that we know both pieces will work together in a new system.

We recommend a waiver of competition and go sole source for the following reasons:

1. **Compatibility:** The item must match existing equipment owned by the city or a contracted 3rd party to ensure functional integration. In our opinion, this applies to compatibility of meter readings in UB Classic- Munis.
2. **Specialized service:** Only one vendor is physically available or technically capable of providing highly specialized professional service. In our opinion, this applies to EJ Prescott Team with Kamstrup to get meter readings in UB Classic- Munis.

Last year, we met with City department heads and administration to discuss the current options for our water meter program. We want to move forward with procuring new meters with updated technology for increased metering accuracy, leak detection, and a customer portal.

EJP presented a proposal to us to switch out all our old water meters that have outdated technology and limited accuracy to new meters with a high level of accuracy and additional features such as leak detection and notifications for meters needing service. The aim of this proposal is to switch out all our meters within one year. We have tried for many years now to change out all old meters with newer technology with in-house staff but have not been able to achieve that goal. As a result, we have a compilation of different meter types throughout the city, which is cumbersome for Public Works and Finance staff to manage, and limits our ability to fairly and accurately meter customers' water consumption, which we are required to do by the PUC. The cost to change out all our meters within a year is estimated at \$500,000. We have this amount planned in our FY27 LCIP for this purpose. Additionally, the new meters will provide an increase in revenue for the Water and Sewer enterprise funds.

The Sensus/Xylem system will remain functioning until we have deployed and transfer to the Kamstrup system. Auburn Water District is deploying the Kamstrup system, and they have about 23% replaced in 1 month (averaging about 60 appointments per day). We expect we can scrap or sell the Sensus/Xylem meters and parts to recoup some funds after we have made the switch.

We are looking to move forward with an agreement with EJP and their partner company, Sustainability Partners, to upgrade our meter program. Because we have an existing contract with EJP, we are planning to source the meters directly through them, as we have been doing for many years.

Sincerely,



Cc: B. O'Malley
E. Kidd

BID FOR Lewiston Water Dept.

Date: 10/14/2026

Bid #5611035 Information



Account Name:	Lewiston Water Dept.
Date:	10/14/2026

We are pleased to present the following quotation from the **EJP Smart Utility Professionals (SUP) Team**.

EJP Smart Utility Professionals helps utilities make informed decisions by collecting, analyzing, and applying system data. Our goal is to provide utilities with meaningful information that improves system performance, operational efficiency, and long-term planning.

Our team provides solutions and services across water, wastewater, and stormwater systems, including **water metering, AMR/AMI systems, leak detection, pressure monitoring, GIS services, flow monitoring, and CSO/SSO monitoring.**

Working alongside our customers and trusted technology partners, we provide the equipment, software, technical expertise, and ongoing support needed to better understand and manage utility infrastructure. From measuring water consumption and identifying distribution system leaks to mapping assets and monitoring system performance, we turn data into actionable information.

Our approach begins with understanding each utility's specific needs and objectives. We then work to provide practical solutions that can help utilities:

- Improve operational efficiency and system performance
- Identify water loss, leaks, and other system issues
- Improve the accuracy and accessibility of infrastructure data
- Support proactive maintenance and asset management
- Evaluate and implement new technologies
- Make informed, data-driven capital and operational decisions

The EJP Smart Utility Professionals Team combines experienced personnel, proven technology partners, and ongoing technical support to help utilities get the greatest long-term value from their infrastructure investments.

Pricing & Terms: All pricing is based on current economic and market conditions. Pricing is subject to change, and additional charges may apply as a result of tariffs, duties, or other product cost adjustments beyond EJP's control.

Payment Terms: Net 30 days from the invoice date. Service charges may apply to past-due balances.

Non-Stock Items: All non-stock and special-order items are non-returnable and non-cancellable. We will not issue credit for these items once ordered.

SIGNATURE FOR CUSTOMER APPROVAL _____

DATE _____

BID FOR Lewiston Water Dept.

Date: 10/14/2026

Bid #5611035 Information



EJP Number	Product	Unit of Measure	Quantity	Unit Price	Extended Price
WATER METERS					
60301	5/8X1/2 FLOW IQ2200 ALD CF RF	EA	18	\$ 250.00	\$ 4,500.00
60303	5/8X3/4 FLOW IQ2200 ALD CF RF	EA	7966	\$ 250.00	\$ 1,991,500.00
60305	3/4X9" FLOW IQ2200 ALD CF RF	EA	792	\$ 330.00	\$ 261,360.00
60315	1" FLOW IQ2200 ALD CF RF	EA	171	\$ 405.00	\$ 69,255.00
60370	1.5" IQ3200 SS AMI CF RF	EA	123	\$ 940.00	\$ 115,620.00
60372	2X17 IQ3200 SS AMI CF RF	EA	170	\$ 1,100.00	\$ 187,000.00
60376	3 IQ3200 SS AMI CF RF	EA	24	\$ 1,815.00	\$ 43,560.00
60378	4 IQ3200 SS AMI CF RF	EA	15	\$ 2,115.00	\$ 31,725.00
SUBTOTAL					\$ 2,704,520.00
KAMSTRUP COLLECTOR F&I					
60421	KAMSTRUP READY COLLECTOR SET	EA	2	\$ 8,000.00	\$ 16,000.00
50324 55	AMI COLLECTOR INSTALLATION	EA	2	\$ 25,000.00	\$ 50,000.00
SUBTOTAL					\$ 66,000.00
ONE TIME PROJECT FEES					
60468	PROJECT MANAGEMENT FEE	EA	1	\$ 15,000.00	\$ 15,000.00
60460 10000	READY SOFTWARE AMI <10000	EA	1	\$ 11,111.11	\$ 11,111.11
60476	LEAK DETECTOR - UP AND RUNNING	EA	1	\$ 1,492.47	\$ 1,492.47
SUBTOTAL					\$ 27,603.58
ANNUAL SOFTWARE FEES					
60465 10000	HOSTING SOLUTION AMI <10000	EA	1	\$ 40,653.33	\$ 40,653.33
60475 10000	LEAK DETECTOR YEARLY FEE <10000	EA	1	\$ 34,387.78	\$ 34,387.78
Non Stock Item	CONNECTED WATER AMI PLATFORM	EA	9279	\$ 3.00	\$ 27,837.00
SUBTOTAL					\$ 102,878.11
METER INSTALLATION					
60469	MOBILIZATION INSTALLATION FEE	EA	1	\$ 50,000.00	\$ 50,000.00
50003	INSTALL 5/8 METER	EA	7984	\$ 112.00	\$ 894,208.00
50116	INSTALL 3/4 METER	EA	792	\$ 112.00	\$ 88,704.00
50138	INSTALL 1 METER	EA	171	\$ 112.00	\$ 19,152.00
50208	INSTALL 1-1/2 METER	EA	123	\$ 515.00	\$ 63,345.00
50229	INSTALL 2 METER	EA	170	\$ 515.00	\$ 87,550.00
90607 3	3 ULTRASONIC INSTALL/REPLACEMENT	EA	24	\$ 1,350.00	\$ 32,400.00
90607 4	4 ULTRASONIC INSTALL/REPLACEMENT	EA	15	\$ 1,575.00	\$ 23,625.00
Non Stock Item	METER INSTALL ACCESSORIES	EA	1	\$ 15,000.00	\$ 15,000.00
SUBTOTAL					\$ 1,273,984.00
VERTEX ONE ANNUAL FEE					
Non Stock Item	TOTAL ANNUAL SAAS FEE	EA	1	\$ 37,404.44	\$ 37,404.44
SUBTOTAL					\$ 37,404.44
VERTEX ONE ONE TIME FEE					

BID FOR Lewiston Water Dept.

Date: 10/14/2026

Bid #5611035 Information



EJP Number	Product	Unit of Measure	Quantity	Unit Price	Extended Price
Non Stock Item	ONE TIME SETUP FEE	EA	1	\$ 35,111.11	\$ 35,111.11
SUBTOTAL					\$ 35,111.11
TOTAL					\$ 4,247,501.24

BID FOR Lewiston Water Dept.

Date: 10/14/2026

Bid #5611035 Information



E.J. Prescott, Inc. Terms and Conditions of Sale

- **Prices:** All prices are subject to change without notice, except where firm quotations have been provided in writing by authorized management personnel of E.J. Prescott, Inc. ("EJP").
- **Taxes:** Prices do not include any present or future federal, state, or local taxes (including, without limitation, sales tax, use tax, excise tax, or otherwise) unless specifically stated. It is the responsibility of the Buyer to pay all such taxes. Taxes where applicable may be added to the price of the products and shall be paid by the Buyer, unless the Buyer furnishes to EJP a tax exemption certificate in a form agreeable to the applicable taxing authorities. If EJP is required to prepay any such tax, Buyer will reimburse EJP in full upon demand.
- **Payment Terms:** EJP Open Credit accounts are established for commercial, non-consumer use only. Unless an approved commercial Open Credit account is established, payment in good funds or approved check must be made before or at time of delivery. Commercial Credit terms are Net 30 days, no cash discounts allowed. Service Charges commence after 30 days and are calculated on the last day of the month in which the 30th day falls. SERVICE CHARGE IS 11/2% PER MONTH (18% A.P.R.) ON THE BALANCE OVER 30 DAYS OF AGE. THE BUYER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, and EJP claims a mechanic's lien under applicable state law.
- **Acceptance by EJP:** All orders from the Buyer are subject to acceptance by authorized personnel of EJP, and, in the case of Open Account Sales, approval of the EJP Credit Department.
- **Cancellations:** SPECIAL OR NON-STOCK ITEMS MAY NOT BE CANCELLED OR RETURNED AFTER THE PRODUCT(S) IS PLACED INTO PRODUCTION. All charges and costs incurred by EJP as a result of cancellations or order changes will be billed to the Buyer.
- **Delivery:** EJP will make a good faith effort to complete delivery of the products; provided, however, that EJP assumes no responsibility or liability for loss or damage due to delay or inability to deliver, if such non-performance was the result of any events or circumstances beyond the control of EJP, including, but not limited to, acts of God, war, labor difficulties, fire, accidents, inability to obtain materials, and delays of carriers, contractors, suppliers, or manufacturers. Under no circumstances shall EJP be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.
- **Shipment:** Shipment of all products is to one given destination for all items including pipe, unless otherwise indicated in writing. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if EJP ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as EJP's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier. Delivery will be made on hard surfaces only. Any damage or towing charges resulting from "non hard surface deliveries" shall be the responsibility of the Buyer.
- **Inspection and Acceptance:** Claims for damage, shortage or errors in shipping must be reported within 10 days following delivery to Buyer. Buyer shall have 10 days from the date Buyer receives any products to inspect such products and services for defects and nonconformance and notify EJP, in writing, of any defects, nonconformance or rejection of such products. After such 10 day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such 10 day period is a reasonable amount of time for such inspection and revocation.
- **Returns:** Materials cannot be returned without EJP'S written consent. NO RETURNS ARE ALLOWED AND NO REFUNDS WILL BE MADE ON (i) PIPE OR (ii) SPECIALLY FABRICATED OR ORDERED ITEMS. THE SOLE AND EXCLUSIVE REMEDY FOR SUCH ITEMS ALLEGED TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL WILL BE THE REPLACEMENT OF THE ITEMS SUBJECT TO THE MANUFACTURER'S INSPECTION AND WARRANTY. All other returned material is subject to a MINIMUM 25% RE-HANDLING CHARGE, plus transportation charges. Unless otherwise agreed by the Buyer and EJP, all credit for returned material will be applied to future orders, subject to approval by the EJP Credit Department.
- **Warranty:** THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. EJP MAKES NO EXPRESS OR IMPLIED WARRANTIES. EJP HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL EJP BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE OR THIRD-PARTY CLAIMS, OR ANY OTHER LOSS, DAMAGE, COST OR REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, OR REPAIR OF THE PRODUCTS SOLD BY EJP. THE TOTAL AGGREGATE LIABILITY OF EJP FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS DOCUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES, REGARDLESS OF THE FORM OF ACTION, THEORY OF RECOVERY, OR WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE BUYER TO EJP FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY GAVE RISE TO THE CLAIM, OR \$10,000, WHICHEVER IS LESS. BUYER ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND THAT THE PRICING AND OTHER TERMS OF THIS DOCUMENT WERE NEGOTIATED BASED ON THESE LIMITATIONS AND THAT EJP WOULD NOT HAVE ENTERED INTO THIS DOCUMENT WITHOUT THESE LIMITATIONS.
- **Release and Indemnity:** The Buyer hereby irrevocably, unconditionally, and perpetually releases, discharges, waives all rights against, indemnifies, defends, and holds harmless EJP, its subsidiaries, officers, directors, shareholders, employees, agents, contractors, subcontractors, affiliates, successors, assigns, and insurers (collectively, the "Released Parties") from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs, and expenses, including attorneys' fees, court costs, expert witness fees, investigation costs, and any other expenses of any kind, arising out of or in any way connected with (i) the performance or non-performance of service work (or work outside the scope of the service work) by any of the Released Parties, (ii) any defect, failure, or issue related to any materials provided by the Released Parties or third parties, whether known or unknown, latent or patent, including but not limited to claims arising from the selection, use, installation, maintenance, repair, or performance of such materials, or from any defect in such materials, (iii) any acts, omissions, or negligence of the Released Parties, its representatives, or third parties in connection with the selection, use, installation, or maintenance of any materials or products, and (iv) the use, operation or possession of any item(s) rented from EJP.
- **Entire Agreement:** This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by authorized management personnel of EJP. All transactions shall be governed solely by the terms and conditions contained herein. All purchase orders issued pursuant to an EJP quotation shall be deemed issued subject to all EJP terms and conditions herein contained. These terms and conditions shall supersede those of the Buyer.
- **Governing Law:** This transaction shall be governed in all respects by the laws of the State of Maine (excluding choice of law provisions). All actions, regardless of form, arising out of or in connection with this transaction, the products sold by EJP, or the relationship between the Buyer and EJP shall be brought in the courts of the State of Maine within the applicable statutory period.
- **Communications:** Payments only should be directed to: E.J. Prescott, Inc., P.O. Box 350002, Boston, MA 02241-0502. All other correspondence and inquiries should be directed to your local EJP Division. The Home Office address is 32 Prescott Street, P.O. Box 600, Gardiner, Maine 04345. Telephone (207) 582-1851. Fax (207) 582-5637. E-mail ejp@ejpprescott.com.

Please call your representative for additional information and quotes

Contract Extension Agreement

This Contract Extension Agreement made this 24th day of July, 2021 by and between the City of Lewiston located at 27 Pine Street, Lewiston, Maine and Everett J. Prescott, Inc. located at 32 Prescott Street, Gardiner, Maine.

WHEREAS the Parties entered into a Contractor Agreement on July 1, 2017 (the "Original Contract")

WHEREAS the Parties hereby agree to extend the term of the Original Contract in accordance with the terms of the Original Contract as well as term provided herein.

The Original Contract, which is attached hereto as a part of this Extension, will end on June 30, 2022.

The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period and will end on June 30, 2025, with the option of two one year extensions through June 30, 2027.

All other terms and conditions of the Original Contract remain unchanged.

In the presence of:

Janet Labe

City of Lewiston

[Signature]

City Administrator

Date: 6/24/21

In the presence of:

[Signature]

Everett J. Prescott, Inc.

[Signature]

Title: Marketing Rep.

Date: 6/24/21

Libby Hill Business Park
32 Prescott Street
P.O. Box 600
Gardiner, ME 04345

Telephone (207) 582-1851
Fax (207) 582-5637

Website: <http://www.EJPrescott.com>
E-mail: ejp@EJPrescott.com

**"CONSIGNMENT VALUE ADDED SERVICES
AN
INVENTORY MANAGEMENT PROGRAM"**

AGREEMENT

This AGREEMENT, made this 1st day of July, 2017, by and between LEWISTON WATER & SEWER DIVISION, hereinafter, called LEWISTON WATER & SEWER DIVISION and EVERETT J. PRESCOTT, INC. a Maine corporation, hereinafter called "EJP".

WHEREAS: LEWISTON WATER & SEWER DIVISION desires to undertake the work known as Consignment Value Added Services™, a Professional Water Materials Inventory Management Program, more fully described in the following Articles; and,

WHEREAS: LEWISTON WATER & SEWER DIVISION wishes to engage the firm of EJP to furnish and perform these Professional Services at the prices set forth in Exhibit "A" attached, and as more fully described in the following Articles that form this agreement;

WITNESSTH: That LEWISTON WATER & SEWER DIVISION and EJP in consideration of the mutual covenants and obligations set forth herein, agree as follows:

AGREEMENT

ARTICLE 1: EJP Professional Services To Be Provided

A. EJP agrees to provide the Professional services described in this agreement; specifically to provide LEWISTON WATER & SEWER DIVISION with water works products, materials and services for its annual underground water distribution system improvements program.

B. LEWISTON WATER & SEWER DIVISION inventory will be taken together by both EJP and LEWISTON WATER & SEWER DIVISION Personnel. The object here is to reduce LEWISTON WATER & SEWER DIVISION's existing inventory to levels that will provide a minimum of "on the shelf" inventory. EJP will credit LEWISTON WATER & SEWER DIVISION's current "A" items above minimums at original purchase prices, for product purchased from EJP.

LEWISTON WATER & SEWER DIVISION and EJP personnel will mutually establish minimum inventory levels to be maintained by LEWISTON WATER & SEWER DIVISION in its storeroom. This will provide LEWISTON WATER & SEWER DIVISION with a simplified method of replacing "on the shelf" LEWISTON WATER & SEWER DIVISION inventory which has been used, with EJP inventory, within a fixed, agreed upon time frame.

C. EJP will monitor the status of LEWISTON WATER & SEWER DIVISION inventory and, on a weekly basis, automatically restock any "A" items when that quantity drops below minimum levels. Items required for large, pre-planned projects will be ordered separately by LEWISTON WATER & SEWER DIVISION and EJP will deliver all items so ordered as scheduled by LEWISTON WATER & SEWER DIVISION and EJP within one (1) week of the date of the order or as otherwise scheduled by LEWISTON WATER & SEWER DIVISION and EJP.

D. EJP shall maintain a system that assures that "A" items specified for minimum stocking requirements are available for emergencies twenty-four hours per day, seven days per week (24/7) and will provide LEWISTON WATER & SEWER DIVISION with emergency service at a designated time or within two (2) hours of a call from LEWISTON WATER & SEWER DIVISION if, for any reason any "A" item is not on hand at LEWISTON WATER & SEWER DIVISION storeroom.

There shall be no additional charge in excess of the applicable unit charge for those "A" items required for emergency delivery service. EJP emergency delivery service for non "A" items shall be delivered as soon as practical or within two (2) hours of a call from LEWISTON WATER & SEWER DIVISION, provided EJP has such items in its inventory.

E. EJP and LEWISTON WATER & SEWER DIVISION may cycle count selected items within the inventory on a regular basis so long as it does not unreasonably interfere with LEWISTON WATER & SEWER DIVISION operations LEWISTON WATER & SEWER DIVISION. EJP personnel will be responsible for the cycle count procedure and will also count the entire inventory annually. All discrepancies will be researched immediately after each count and the parties will use their best efforts to resolve all differences within two (2) business days. Unless otherwise mutually agreed in writing by the parties hereto, LEWISTON WATER & SEWER DIVISION will be responsible for all discrepancies in the inventory as calculated by both EJP and LEWISTON WATER & SEWER DIVISION personnel. In the case of consignment inventory, that inventory will be purchased by the consignment customer at the end of the consignment agreement at regular consignment pricing.

F. EJP will furnish all software, technical advice and hands on training necessary to establish and maintain a Professional Services Inventory Management Program for LEWISTON WATER & SEWER DIVISION. In addition, we will provide capability for LEWISTON WATER & SEWER DIVISION to access EJP's computer system, via internet, for the purpose of entering receipts, and posting inventory usage. EJP's Inventory Management System will:

1. Enable LEWISTON WATER & SEWER DIVISION to view quantities of each item on hand and value its inventory.

2. Upon request, generate for LEWISTON WATER & SEWER DIVISION various reports such as daily or weekly inventory tracking reports, year-end reports and item variance reports.
 3. Maintain provisions for cycle counting upon demand.
 4. Give LEWISTON WATER & SEWER DIVISION the ability to enter non-contract related inventory items such as gravel, hot-top, etc.
- G. EJP agrees to work with LEWISTON WATER & SEWER DIVISION to make this agreement a win-win situation.

ARTICLE 2: LEWISTON WATER & SEWER DIVISION Services To Be Provided

- A. Normal access to LEWISTON WATER & SEWER DIVISION inventory should be limited to personnel assigned by LEWISTON WATER & SEWER DIVISION for that purpose. It shall be their responsibility to see that any and all stock removed from or added to that inventory will be accounted for accurately.
- B. In the event of an emergency, LEWISTON WATER & SEWER DIVISION personnel removing inventory shall be responsible for leaving proper documentation of all material removed from inventory and also notifying the responsible people the following work day. All material will be properly identified so that the correct product will be accurately deducted from inventory. These items will be included as part of the daily and weekly inventory updates.
- C. LEWISTON WATER & SEWER DIVISION agrees to purchase all water works services, products and materials used in its service area from EJP.
- D. EJP will provide maintenance to LEWISTON WATER & SEWER DIVISION for their GIS system every six months as long as EJP started the GIS project from the beginning.
- E. EJP will provide one day of Leak Locating with a service technician at no charge. This service can only be used once a year.
- F. LEWISTON WATER & SEWER DIVISION agrees to work with EJP to make this agreement a win-win situation.
- G. EJP will provide a rebate program (TEAM MONEY) to the VAS customer at the end of every year on terms EJP shall establish. The program will be based on how much business LEWISTON WATER & SEWER DIVISION has done with EJP that year and conditioned upon invoices and amounts due EJP being paid within normal 30 day terms to receive points.

ARTICLE 3: Contract Term

A. The term of this agreement shall be for three (3) years. The term shall be automatically renewed at the expiration of any term for a subsequent period of one (1) year for each successive year unless either party provides the other written notice of the intention to NOT renew this agreement at least ninety (90) days prior to the expiration of the then current contract term. If such notice of intention to NOT renew this agreement is not timely provided by either party this agreement shall be renewed for a successive one year term. The parties may mutually agree to terminate this agreement at any time.

B. Conversely, either party may terminate this agreement by providing written notice to that effect to the other party at least 90 days prior to expiration of the current contract term.

ARTICLE 4: Contract Price and Payment Procedures

A. EJP will provide LEWISTON WATER & SEWER DIVISION with waterworks materials and will charge LEWISTON WATER & SEWER DIVISION for each item at the unit prices set forth in the Exhibit "A" price sheets. All copper pipe, PVC pipe, and HDPE drainage pipe will be priced monthly LEWISTON WATER & SEWER DIVISION will pay EJP for the items ordered within thirty days of the date of EJP invoice.

B. Exhibit "A" price sheets will be reviewed and updated annually at time of contract renewal based on the market place and monthly for copper pipe, PVC pipe, and HDPE drainage pipe.

ARTICLE 5: Warranty

A. Unless otherwise agreed in writing by the LEWISTON WATER & SEWER DIVISION, EJP warrants that all items provided under this Agreement shall be new, of first quality and in conformance with the Customer's published water works material specifications, receipt of which EJP hereby does acknowledge.

B. Further, that as long as this Agreement and/or any extension thereof remains in full force and effect, EJP hereby warrants for 10 years from date of purchase from EJP, that it shall replace any product found to be defective in manufacture or any professional service furnished by EJP under this Agreement, found to be deficient in Quality. Such replacement of either product or professional service shall include all associated EJP labor costs and will be at "no charge" to the Customer.

C. EJP shall not be responsible for and shall not warrant defective product or services under this Agreement, caused by strike, embargo, fire, accident, faulty installation and/or maintenance by others, or any other causes beyond our control.

D. Prompt notice must be received at EJP's Home Office, immediately upon the Customer first becoming aware of any defective product or deficient service directly attributable to EJP under this Agreement. In turn, EJP will be on site promptly after such a call to resolve the problem. LEWISTON WATER & SEWER DIVISION must be a VAS customer at the time of purchase of the product. This warranty is only affective if LEWISTON WATER & SEWER DIVISION is a VAS customer at the time of the event.

ARTICLE 6: Insurance

A. EJP shall maintain commercial and automobile liability insurance in amounts and workers compensation insurance in accordance with State law and reasonably satisfactory to Customer. EJP shall provide LEWISTON WATER & SEWER DIVISION with certificates of insurance evidencing such coverage, assuring that such insurance shall not be cancelled or not renewed without thirty (30) days written notice to LEWISTON WATER & SEWER DIVISION. (Exhibit "B," attached).

B. EJP further agrees to hold LEWISTON WATER & SEWER DIVISION harmless from and defend and indemnify LEWISTON WATER & SEWER DIVISION against any and all claims of any type whatsoever which to the extent of fault by EJP and arise out of or in connection with EJP's activities on LEWISTON WATER & SEWER DIVISION property and, in connection therewith, shall waive any claim of immunity under the workers compensation laws of Maine with respect to any claim brought by an EJP employee against LEWISTON WATER & SEWER DIVISION.

ARTICLE 7: Entire Agreement

A. This Agreement together with the following Exhibits "A & B", constitute the Entire Agreement of the parties with respect to its subject matter and supersedes any prior agreements or negotiations. This Agreement may only be modified by mutual written agreement by both parties. Details of the services provided and pricing are for LEWISTON WATER & SEWER DIVISION personnel and EJP knowledge and should not be shared with other parties.

Exhibit "A": EJP will guarantee prices on ductile pipe and brass fittings as long as the brass prices do not exceed a 6% increase or scrap steel does not exceed an increase of \$100.00 per ton.

Exhibit "B": Copy of applicable Insurance Certificate(s).

ARTICLE 8: Miscellaneous

A. Each party represents it is duly authorized to enter into this agreement.

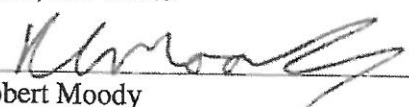
B. This agreement will be interpreted in accordance with the law where the Customer is located.

- C. To the extent any provision of this agreement is deemed unenforceable by applicable law, the parties agree and direct it is their intention to have as much of this agreement found to be enforceable as possible, and any judicially modified terms to maintain the remaining terms of this agreement.
- D. The terms and provisions of this agreement, including the methodology, service requirements, favored pricing and all intellectual property associated with the development and design of this inventory management plan to save Customers the numerous costs of maintaining excess inventory are trade secrets, and other proprietary information of EJP such as the amount or terms of insurance applicable to this agreement shall not be distributed to persons other than Customer without the written consent of EJP, or if deemed by Customer to be required by applicable law.
- E. Customer shall notify EJP, of any intention by Customer to reveal this agreement or any portion thereof to any person requesting a copy of this agreement, or portion thereof contrary to Article 8 Section D, if Customer deems it is required to provide a copy of this Agreement in accordance with law or any portion thereof, and first provide EJP a reasonable opportunity to intervene and request maintenance of this agreement as proprietary and confidential, conditioned upon adequate protection by EJP to Customer from loss or damage to Customer for failing to provide such information.

IN WITNESS WHEREOF:

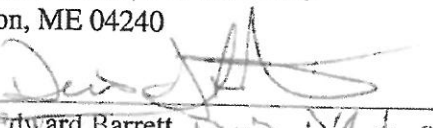
The duly authorized representatives of the parties to this Agreement have executed this Agreement as of the date first written above.

EVERETT J. PRESCOTT, INC.
P.O. Box 600
32 Prescott Street
Gardiner, ME 04345

By: 

Robert Moody
AMR & VAS Sales Manager

LEWISTON WATER & SEWER DIV.
City of Lewiston
103 Willow Street, P O Box 7250
Lewiston, ME 04240

By: 

Edward Barrett
City Administrator